AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 2, 2026
7:00 PM

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

Mayor Jim Kuretski
Vice-Mayor Phyllis Choy
Councilor Ron Delaney
Councilor Dan Guisinger
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

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

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

PROCLAMATION

1. Code Compliance Officers' Appreciation Week. #

PRESENTATION

2. Update on the Palm Beach County Library System.

3. JFRD Update.

4. Hometown Heroes.

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

5. May 19, 2026, Town Council Special Meeting Minutes and May 19, 2026, 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

6. **Ordinance 11-26, First Reading,** Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection to adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards. (Second Reading 6/16/26)

7. **Issuance of Trespass Warnings on Public Property**

A. Ordinance 25-26, First Reading, Approval to Amend Chapter 11 of the Town Code, to Include Procedures for the Issuance of Trespass Warnings on Public Property. (Second Reading 6/16/26)

B. Ordinance 28-26, First Reading, Approval to Amend Chapter 8 of the Town Code, to Expand the Jurisdiction of the Special Magistrate to Include Trespass Appeals. (Second Reading 6/16/26)

PUBLIC BUSINESS

8. Approval of Work Order No. 7 to Fierce Construction LLC (Contract EPW 2025-34D) for the South Alternate A1A Irrigation Well Replacement Project in the amount of $84,036.

9. **Resolution 55-26,** Approving an Agreement with Creative Contracting Group for the Purchase and Installation of Playground Equipment at Daily Park in the amount of $760,095.

10. **Resolution 64-26,** Approving an Interlocal Agreement with the Loxahatchee River District for Nanofiltration By-Product Water.

REGULAR AGENDA

PUBLIC HEARING

11. **Resolution 11-26,** *Quasi-Judicial,* Bayside Office Building - Site Plan application for a four story office building and shared access drive with an adjacent Town owned property, on a .53± acre property, located at 1001 North Alternate A1A.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
June 16, 2026, 7pm - Town Council Chambers
July 7, 2026, 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 561-741-2530 at least 48 hours in advance to request accommodations.

Palm Beach County Library System
Top Ten Facts

PALM BEACH COUNTY LIBRARY SYSTEM
CONNECT. INSPIRE. ENRICH.
www.pbclibrary.org

PALM BEACH COUNTY FLORIDA
Palm Beach County
Board of County Commissioners

Vision: *Opening Minds to a World of Unlimited Possibilities*

Mission: *To Connect Communities, Inspire Thoughts and Enrich Lives*

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Board of County Commissioners

Fact #1 – Our Library System is Big and Busy

- FY 2025 Stats:
  - 2.68 Million Visits to Libraries
  - 8.8 Million Items Borrowed
  - 353,890 people used library meeting and study rooms
  - 394,000 PC and Internet sessions
  - 50,000 meals and snacks served
  - 472 merit staff positions
  - 123 student/intern positions
  - 50,500 hours of volunteer activity
- PBCLS is one of the *Big Six* Florida Public Library Systems

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Palm Beach County
Board of County Commissioners

Fact #2 - 18 Locations, an Annex and a New Branch

- Library locations extend from Tequesta, through the central county down to western Boca and out to Belle Glade
- Library Expansion Program II (2002-2015) added three new libraries, replaced three old buildings, expanded three buildings, and renovated all our locations
- The Library Annex on Cherry Road is home to system support services

Canyon Branch opened in January 2025

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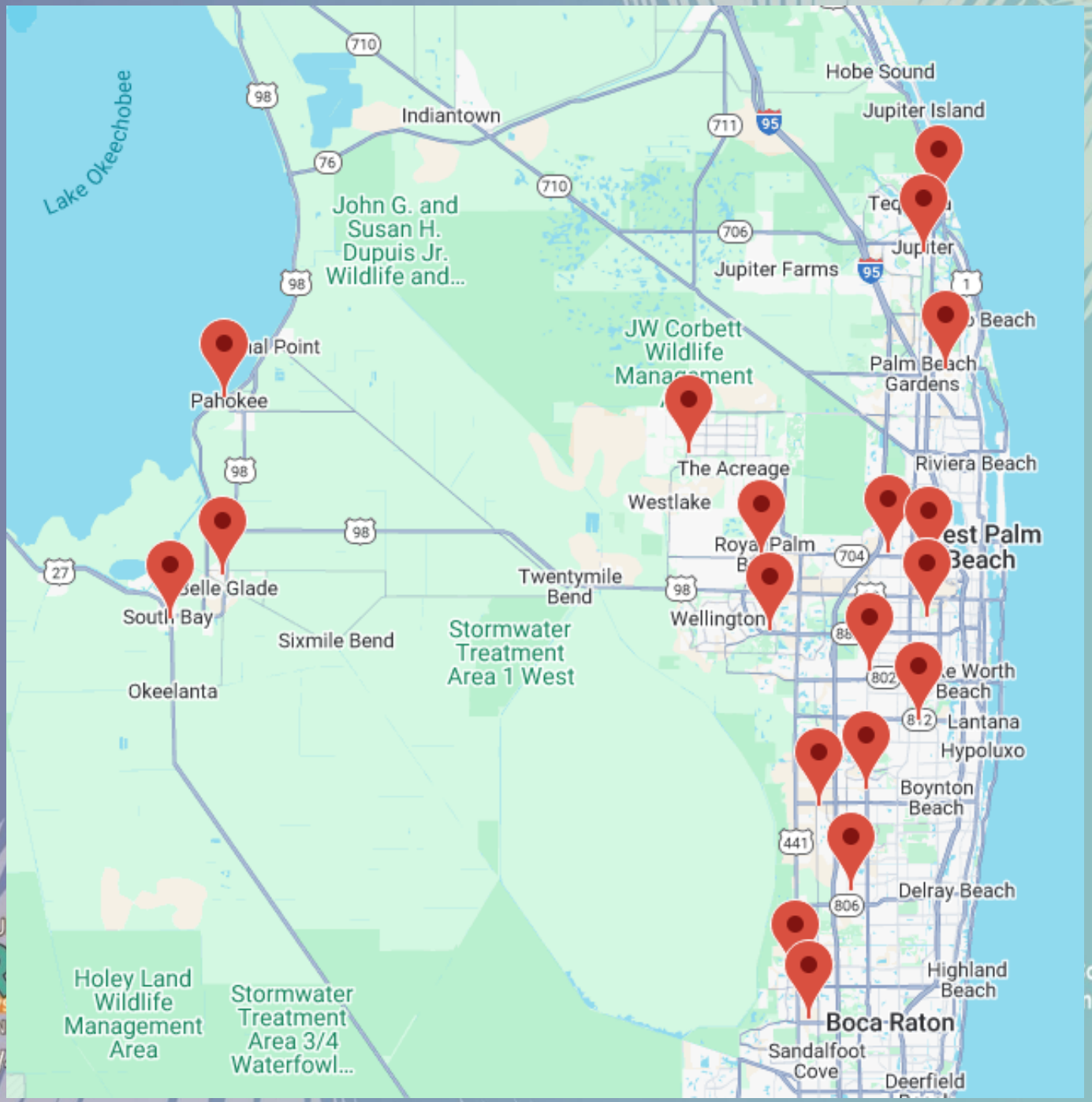
Palm Beach County
Board of County Commissioners



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Fact #3 - Dedicated Funding Source

- Established by State Statute in 1967 with a dependent taxing district that contains all unincorporated areas and 24 municipalities
- Current rate is .5491 mills which has held steady since 2011
- Operating budget for FY25 is $116 million
- Other funding sources include Balance Brought Forward, State Aid and other Grants, along with Friends donations

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Board of County Commissioners

Fact #4 – Library Cooperative

Reciprocal borrowing is established between the County and the following Municipalities:

- Boynton Beach
- Delray Beach
- Lake Park
- Lake Worth Beach
- Lantana
- North Palm Beach
- Palm Springs
- Riviera Beach
- West Palm Beach

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Fact #5 – Vast and Diverse Collection of Free Materials

- Two million items available for loan and are eligible for automatic renewals and holds

- Physical Items:
  - Books, DVDs, Blu-ray, MP3 Discs, Magazines, and Newspapers

- Electronic Items:
  - eBooks, Digital Music, Downloadable Audiobooks, and Streaming Video

- Special Items: Wi-Fi Hotspots, Birding Backpacks, Citizenship Kits

NO FINES as of October 2019!

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Fact #6 – Research Assistance

- Research Librarians answered 941,000 questions in FY25
- Online research tools for health, businesses, literature, law, and education, including the popular Consumer Reports and the Palm Beach Post
- Special Librarians are available including:
  - Community Research
  - Consumer Health
  - Business
  - Multicultural
  - Tech Training Librarian

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Fact #7 – Children and Teens Love Libraries

- 5,900 children's activities were presented in FY25 with 165,000 attending
- Activities include story times, crafting, book clubs, gaming, and more
- Animal Reading Friends (ARF) connects Therapy Dogs with Kids
- 734 Teen activities with 12,000 in attendance

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Fact #8 – Reaching Beyond Our Buildings

- The Bookmobile visits up to 42 stops over a two-week period
- Books by Mail sends thousands of books to homebound residents
- Talking Books for the Blind provides free electronic readers and books to visually impaired residents
- The Adult Literacy Project connects tutors and adults seeking to improve reading skills

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Fact #9 – Partnering in the Community

- Founding member of the Literacy Coalition
- School District Food Services Staff provide the Summer Lunch Service
- Weekend Meal Kits through the Food Bank and other partners
- Collaboration with the Norton Art Gallery for Book/Art events
- Twelve libraries were Early Voting Sites in the last General Election

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Fact #10 – Educational Pillar of our Community

- 4,700 activities for adults were presented in FY25 with 69,000 in attendance
- 1,600 technology instruction classes were presented with 4,100 students in attendance
- *Writer's Live!* events bring national authors to our local libraries
- Hispanic Heritage, Haitian Heritage, and Black History Months celebrated system wide

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Rediscover Reading

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Jupiter Branch

- Open 7 days a week
- Study and meeting room spaces available
- Public computers and free WiFi
- Activities and events for all ages

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Palm Beach County
Board of County Commissioners

Gardens & Tequesta Branches

Gardens Branch

Tequesta Branch

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Board of County Commissioners

Library Contacts

Doug Crane – Director
Palm Beach County Library System
Phone: 561-233-2601
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Henrik Laursen
Manager – Jupiter & Tequesta
Phone: 561-744-2301
Email: laursenr@pbclibrary.org

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JUPITER FIRE RESCUE DEPARTMENT

JFRD Update

JFRD Update

- Tonight's update will focus on:
  - Operations Personnel
  - Apparatus
  - Stations
  - Fire Code Adoption

Operational Personnel

- 91 Operational Personnel are Onboard:
  - 12 Captains with a combined total of more than 275 years of fire service experience.
  - 12 Lieutenants with a combined total of more than 184 years of fire service experience.
  - 12 Driver Engineers with a combined total of more than 193 years of fire service experience.
  - 55 Firefighter Paramedics and Firefighter EMTs with more than one hundred years of fire service experience.

Apparatus

- Battalion Chief vehicles have been received.
- Three fire engines have been received.
- Ambulances expected to arrive before the end of June.
- Ladder Truck is expected in July.

Stations

- Piatt and Cinquez Fire Station
  - Stocking Permit was received
  - Furnishings and Equipment were delivered
  - Temporary CO was received
  - Personnel will occupy on June 6, 2026
- Temporary Fire Station
  - Station is waiting for the sewer line and water line connection.

Fire Code Adoption

- Ordinance 11-26 will amend Chapter 10 of the Town Code, Fire Prevention and Protection, to adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards.
- On October 1, 2026, fire protection plan reviews and fire inspections within the Town of Jupiter will be the responsibility of JFRD.
- The adoption of this Ordinance provides the necessary legal authority for the Fire Marshal to enforce the statewide fire code, thereby ensuring continuity in fire prevention services that align with state standards.

The Jupiter Fire Rescue Department Has Been Implemented

ON SCHEDULE AND ON BUDGET.

June 2, 2026

TOWN OF JUPITER

Jupiter's Hometown Hero

Dr. Jonathan Virkler

TOWN OF JUPITER

Jupiter's Hometown Heroes

- Recognizes residents and local contributors who strengthen our community through:
  - Service
  - Kindness
  - Safety
  - Stewardship
- Open to:
  - Jupiter residents
  - Local volunteers
  - Jupiter businesses
  - Those who work at a Jupiter business
- Nominations are open year-round
- Learn more at **www.Jupiter.fl.us/HometownHeroes**

TOWN OF JUPITER

The Selection Process

- Nomination received through online form.
- Committee reviews nomination:
  - Director of Community Relations
  - Town Clerk
  - Representative from Jupiter Police Department
  - Representative from Jupiter Fire Rescue Department
  - Representative from Parks & Recreation Department
- Each nominee scored based upon:
  - Who benefited from the change?
  - Did the individual go above and beyond?
  - Does the action support Town priorities?
  - Will the positive impact have a lasting effect?

TOWN OF JUPITER

Dr. Jonathan Virkler

- ER Doctor at Jupiter Medical Center
- Mentors High School and College Students
- Serves as a Speaker for the Medical Academy at Jupiter High
- Volunteers with the Spirit of Jupiter Marching Band
- Teaches Preschool on Sundays at his Church

TOWN OF JUPITER

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL SPECIAL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MAY 19, 2026

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

Roll Call: Mayor Jim Kuretski; Vice-Mayor Phyllis Choy; Councilor Ron Delaney; Councilor Dan Guisinger; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Merriane Lahmeur. Councilor Malise Sundstrom was absent.

REPORTS

TOWN ATTORNEY

1. Recess for Attorney-Client Session to discuss the case pending in the Circuit Court styled, *Town of Jupiter vs. Equix Energy Services, LLC, Peoples Gas System, Inc. and Craig A. Smith & Associates, LLC.*

   Mr. Thomas Baird, Town Attorney, explained that the Council would recess for a private Attorney-Client session to discuss the case as noted, and listed all of those individuals that would be in attendance.

   At approximately 6:01 p.m. Mayor Kuretski recessed the Special Meeting for the private Attorney-Client Session.

RECONVENED COUNCIL SPECIAL MEETING

At approximately 7:00 p.m. Mayor Kuretski reconvened the Meeting. Those in attendance were Mayor Kuretski, Vice-Mayor Phyllis Choy; Councilor Ron Delaney; Councilor Dan Guisinger; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Merriane Lahmeur.

ADJOURNMENT – 7:00 P.M.

_____
Merriane Lahmeur, Town Clerk

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MAY 19, 2026

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

Roll Call: Mayor Jim Kuretski; Vice-Mayor Phyllis Choy; Councilor Ron Delaney; Councilor Dan Guisinger; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Merriane Lahmeur. Councilor Malise Sundstrom was absent.

PROCLAMATION

1. Arbor Day, May 21, 2026.

Mayor Kuretski presented the Arbor Day Proclamation to Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, Mr. Eddy Akpoji, Senior Natural Resources Coordinator, Ms. Ashley Reeves, Natural Resources Coordinator, and Environmental Task Force members Mr. Willie Puz, Ms. Christa Cherry, Ms. Jill Watson, and Ms. Taylor Tubbs O'Hara.

2. National Public Works Week, May 17–23, 2026.

Mayor Kuretski presented the National Public Works Week Proclamation to Mr. George Dzama, Director of Engineering and Public Works, and Public Works Staff members Mr. Thomas Kupillas, Mr. Chuck Jones, Mr. Adam Vonderau, and Mr. Richard Guenther.

PRESENTATION

3. JFRD Update.

Mayor Kuretski expressed Council's excitement for the new personnel joining that evening.

Fire Chief Darrel Donatto introduced the 36 new frontline leaders, including 12 Captains, 12 Lieutenants, and 12 Driver-Engineers, describing them as "the best of the best." He stated that these men and women represent the architects of the Town's reputation and the guardians of its culture, and that JFRD could not be more thrilled to welcome them. Chief Donatto explained that the new personnel had been with the Town since May 11 and that, after getting to know them, Staff knew they had made the right choice in their selections. He added that they had been working tirelessly on leadership, accountability, expectations, core behaviors, policy, process, standard operating guidelines (SOGs), and community introductions.

Fire Chief Donatto further explained that on May 15th, JFRD received stocking permits for the fire stations. Division Chief Kevin Martin had furniture delivered the previous day, and assembly was already underway. He noted that by the end of May, JFRD expects to receive temporary certificates of operation (COs) and plans to occupy the new buildings by June 6th. He also commended Division Chief Martin for his hard work in preparing all three new fire engines for service.

Mayor Kuretski added that several Council Members had participated in a meet-and-greet to welcome the new personnel and reiterate Council's enthusiasm.

Vice-Mayor Choy remarked that she already felt as though she knew the new team members after meeting them the day before.

4. Annual Traffic Presentation.

Police Deputy Chief Shane Lunsford and CJ Lan, Traffic Engineer, presented the annual traffic update.

Deputy Chief Lunsford provided an overview on the annual traffic crash data from January 1, 2023, through December 31, 2025; DUI-related crashes and arrests (decreased 17%); motor vehicle crashes involving bicycles and pedestrians; and 2025 e-bike crashes and enforcement.

Mayor Kuretski explained this was a special annual update in order to review trends. He was pleased to see that crashes at the intersection of Indiantown Road and A1A had decreased following the opening of the bridge. He also asked whether the Police Department had taken possession of any e-bikes involved in crashes. Deputy Chief Lunsford stated that he would review the data and follow-up. Mayor Kuretski expressed gratitude for the Police Department's efforts to educate the public and encourage safer behavior.

Councilor Guisinger asked whether the 183 e-bike citations were issued solely to youths. Deputy Chief Lunsford confirmed that the citations were primarily related to juveniles.

Councilor Guisinger also asked about the consequences for the rider and/or the rider's parents. Deputy Chief Lunsford explained that the violations were issued as standard uniform traffic citations, which could eventually affect a driver's license.

Vice-Mayor Choy asked how many citations would jeopardize a person's license or future license, and whether there were many repeat offenders. Deputy Chief Lunsford stated that he would research the data and provide additional information, noting that point assessments vary depending on the type of violation or accident involved.

Councilor Delaney inquired about whether there was a reason for the spike in annual traffic crashes in November 2025 and the decrease in DUI-related incidents. Deputy Chief Lunsford stated that he would look into the cause of the increase in crashes

during November 2025. He also noted that fewer people appear to be drinking and driving, which may be attributable in part to the increased availability of ride-share services. Councilor Delaney commented that there appears to be a trend of younger people drinking less alcohol, and Deputy Chief Lunsford agreed with that observation.

Mr. Lan next provided an overview of the 2025 congestion along Indiantown Road; the countywide transportation network during high season; town-wide high-crash locations and safety evaluations; and mobility and safety mitigation strategies.

Mr. Lan explained that most segments on Indiantown Road at am and pm exceed capacity, and that the road is over capacity during the high season. He also noted that very few corridors fail in the countywide transportation network. He explained that certain projects were being completed to increase safety, such as intersection improvements, roadway improvements, safety fencing improvements (FEC Corridor) and pedestrian crosswalk safety enhancements.

Mayor Kuretski noted the 59% reduction in the crash rate on Center Street resulting from the two-way left-turn lane improvement on the west side and asked whether Mr. Lan expected a similar impact when the project was completed on the east side. Mr. Lan confirmed that the project could produce similar or even greater improvements.

Mayor Kuretski expressed appreciation that the Police and Engineering Departments continue to focus each year on traffic issues throughout the Town, noting that their efforts contribute to significant long-term improvements.

Mayor Kuretski asked for an update on the Toney Penna Drive Complete Streets 2035 cost-feasible project and whether it remained included in the Palm Beach Metropolitan Planning Organization (MPO) process. Mr. Lan stated that the project remained cost feasible. Mayor Kuretski requested that additional information regarding the project be provided to the Council. He noted that the project does not currently have funding until 2035 and remains part of the Town's long-term planning efforts.

Mayor Kuretski also asked for an update regarding fencing along the Florida East Coast Railway (FEC). Mr. Lan stated that FDOT had implemented grants for both fencing and railway crossings. He explained that FDOT was currently focusing on crossings and believed the agency was reviewing right-of-way requirements related to fencing.

Vice-Mayor Choy discussed the mitigation measures implemented at Riverside Drive and A1A and stated that she would continue monitoring whether the additions help reduce crashes. Mr. Lan noted that the mitigation measures had been implemented by the County.

Councilor Delaney asked for clarification on the Indiantown Road westbound 4-laning project. Mr. Lan explained the Town received funding for the widening and that it was initially part of the second phase of the Indiantown Road project and it would extend to Jupiter West Plaza to complete the fourth lane. Councilor Delaney asked if the widening extended to I-95. Mayor Kuretski clarified that it already did, but the scope was reduced during the Project Development & Environment (PD&E) process,

meaning the westbound widening would now only extend a couple hundred feet west of the Mobile gas station.

Councilor Guisinger asked whether the Indiantown Road widening project would begin in November and how long construction would last. Mr. Lan stated he would follow up with FDOT management and provide the information to Council. Councilor Guisinger expressed concern about construction taking place during the peak season. Mr. Dzama stated that FDOT was currently evaluating bid proposals and that construction could begin sooner than November. He estimated the project would last approximately eight to twelve months, and Staff would confirm the construction schedule. He also noted the intent was to keep all traffic lanes open during construction, and any intermittent lane closures would take place at night or outside of peak hours.

CITIZEN COMMENTS

Ms. Carla Adelsperger, resident of Berkshire Avenue, discussed an ongoing cat issue on Summer Avenue and health concerns, and asked Council for assistance.

Ms. Jen Kleler, resident of Berkshire Avenue, expressed concerns regarding an ongoing cat issue in her neighborhood.

Mr. Peter Pullon, resident of Irwin Lane, thanked Council for purchasing the property at 500 N. Delaware Avenue and for the recent modifications made to the property. He noted concerns regarding a decrease in osprey visits and suggested that Council install an osprey post on the property.

Ms. LeAnne Labeck, resident of Carver Avenue, spoke about her concerns regarding a tree in Cinquez Park due to the construction activity. She also expressed concerns regarding the traffic signal at the end of Carver Avenue, noting that it appeared shorter in height than standard traffic signals. Ms. Labeck asked Council to consider another solution that would maintain safety while allowing residents to enjoy their homes without the flashing lights.

Mr. Todd Fabbri, resident of Bridgewater Drive, spoke in support of a letter the Council had received, which proposed allowing concurrent processing of site plan applications together with land use and zoning applications. He reviewed several benefits of the proposed policy change.

Mr. Richard Rendina, resident of Pennock Road, discussed his family's history in the development of Abacoa and asked Council to consider allowing concurrent processing of site plan applications together with land use and zoning applications at the applicant's option.

Mayor Kuretski explained the citizen comment process and stated that Staff would look into the issues and comments presented during the meeting.

MINUTES

5. May 5, 2026, Town Council Meeting Minutes.

Vice-Mayor Choy moved to approve the May 5, 2026, Town Council Meeting Minutes as amended; seconded by Councilor Guisinger; motion passed.

Kuretski	Choy	Delaney	Guisinger
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 Guisinger pulled Items 8, 9,10,12, and 14.
- Councilor Delaney pulled Items 8 and 11.

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

Kuretski	Choy	Delaney	Guisinger
Yes	Yes	Yes	Yes

PUBLIC HEARING

6. POSTPONE TO JULY 7,2026 - Planet Kids– Applications for two parcels totaling 1.4+/- acres located at 6910 174th St N and the southwest corner of 174th St N and 68th Terrace N, to request a:

A. Ordinance 17-26, Second Reading — Voluntary Annexation;

B. Ordinance 18-26, Second Reading — Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Medium Residential, 5 units per acre (MR-5) to Town of Jupiter (TOJ) High Density Residential; and

C. Ordinance 19-26, Second Reading — Zoning Map amendment from PBC Residential High (RH) to TOJ Residential, Limited Multifamily District (R-3).

PUBLIC BUSINESS

7. Approving the Town's 2026 Neighborhood Matching Grant Program in the amount of $28,098.

8. Approving the Third Amendment to the Lease Agreement with El Sol, Jupiter Neighborhood Resources Center. **MOVED TO REGULAR AGENDA**

9. Resolution 32-26, Approving the Award of Contract Civil Engineering Continuing Services for Craig A. Smith & Associates (EPW 2026-07A), Culpepper & Terpening, Inc. (EPW 2026-07B), Kimley-Horn & Associates (EPW 2026-07C), Calvin, Giordano, and Associates, Inc. (EPW 2026-07D) and Chen Moore and Associates (EPW 2026-07E). **MOVED TO REGULAR AGENDA**

10. **Resolution 46-26**, Approving the Award of Contract Architect and Building Envelope Continuing Services for Williamson Design Associates (EPW 2026-12A), Saltz Michelson Architects, Inc. (EPW 2026-12B), Currie Sowards Aquila Architects (EPW 2026-12C), REG Architects, Inc. (EPW 2026-12D) and Cornerstone Special Inspections LLC d/b/a Construction Moisture Consulting (EPW 2026-12E). **MOVED TO REGULAR AGENDA**
11. **Resolution 53-26**, Approving an Agreement for the Resilient Florida Grant for Sawfish Bay in the amount of $150,000. **MOVED TO REGULAR AGENDA**
12. **Resolution 54-26,** Approving an Addendum to the Fire Training Cooperation Interlocal Agreement for Fire/Rescue with the City of Palm Beach Gardens. **MOVED TO REGULAR AGENDA**
13. **Resolution 62-26**, Approving a Memorandum of Understanding with the Solid Waste Authority of Palm Beach County for Pre-Authorization of Debris Management Sites.
14. **Resolution 63-26,** Approving a Contract to Persons Services Corp. for Public Works Building "A" Renovations in the amount of $477,046. **MOVED TO REGULAR AGENDA**

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

8. Approving the Third Amendment to the Lease Agreement with El Sol, Jupiter Neighborhood Resources Center.

Councilor Guisinger asked whether Town Staff would conduct inspections to review and verify the building issues identified by El Sol. Ms. Kate Moretto, Assistant Town Manager, stated that Town Staff would conduct an inspection.

Councilor Guisinger also asked whether the Town planned to make the repairs and if it would be presented to Council for consideration. Ms. Moretto explained that proposed repairs would be included in the Capital Improvement Plan and would be subject to Council approval.

Councilor Guisinger asked what benefits El Sol provided to the community. Ms. Suzanne Whitbeck, Executive Director of El Sol, explained that El Sol had operated as a nonprofit organization for the past 20 years, serving and supporting the day labor community. She stated that last year, El Sol helped 10,499 job placements, generating $1.2 million in income for laborers, which was reinvested into the local community. Ms. Whitbeck also outlined the organization's adult education and workforce development programs, which included English classes, GED preparation, reading and writing instruction, vocational training, worker development programs, Safe Food Handler certification, and sewing classes. She further noted that El Sol currently employs 13 full-time staff members and between 12 and 14 part-time staff members.

Councilor Guisinger then asked what impact the denial of the lease amendment would have on El Sol's ability to raise funds. Ms. Whitbeck explained that $1 million dollars of the organization's funding came from grants, which required a lease agreement to

secure funding. She added that private funding sources also required a lease agreement in place.

Councilor Delaney expressed his appreciation for El Sol and the organization's impact on the community. He asked whether the organization had explored alternate locations. Ms. Whitbeck responded that El Sol had begun searching for a new location, however, she noted that the real estate market in Jupiter was challenging and that the organization faced numerous obstacles trying to move.

Councilor Delaney stated that he was not opposed to renewing the lease but had concerns that a five-year term was too long, and he would prefer a two- or three-year term instead. Ms. Whitbeck explained that the organization required additional time to raise the funds necessary to relocate. She also stated that El Sol was actively working toward securing a new location.

Mayor Kuretski opened the Item up for Public Comment.

Ms. Suzanne Whitbeck, Executive Director of El Sol, added to her previous comments, requesting that the Council continue to collaborate with the organization.

Mr. Phillip "PJ" Willis, Chair of El Sol, discussed the history of the organization and described the positive impact it had on residents and the community. He asked Council to consider approving the five-year lease term to provide the organization with additional time to secure a new location.

Mr. Greg Scirrotto, a resident of Oak Leaf Drive, expressed his support for El Sol and highlighted the influence the nonprofit organization had on the community and its residents.

Ms. Kathleen Waddell, a resident of Winding Lake Drive, expressed her support for El Sol and noted the organization's role in providing opportunities, fostering positive interactions, and offering a variety of valuable services.

Mayor Kuretski stated that he was familiar with El Sol and expressed his appreciation for the organization and the public support it had received. He noted that he did not want the community to take a step backward regarding the services and support provided by El Sol. Referring to pages 9 and 10 of the agenda backup materials, Mayor Kuretski commented that El Sol had done an excellent job evaluating strategic options and noted that relocating was especially challenging given the current environment. He also provided an overview of the longstanding partnership between the Town and El Sol. Mayor Kuretski expressed his support for the lease renewal and explained that the lease included provisions to protect both the Town and El Sol.

Vice Mayor Choy thanked El Sol for its contributions to the community. She expressed her support for renewing the lease for a five-year term but stated that she did not support any extensions. She explained that the five-year term should provide sufficient time for the organization to address its funding needs and real estate challenges.

Councilor Guisinger moved to approve the Third Amendment to the Lease Agreement with El Sol, Jupiter Neighborhood Resources Center; seconded by Councilor Delaney; motion passed.

Kuretski	Choy	Delaney	Guisinger
Yes	No	Yes	Yes

9. Resolution 32-26, Approving the Award of Contract Civil Engineering Continuing Services for Craig A. Smith & Associates (EPW 2026-07A), Culpepper & Terpening, Inc. (EPW 2026-07B), Kimley-Horn & Associates (EPW 2026-07C), Calvin, Giordano, and Associates, Inc. (EPW 2026-07D) and Chen Moore and Associates (EPW 2026-07E).

Councilor Guisinger explained that he pulled Items 9 and 10 because they were very similar and he had the same questions for both. He asked Mr. Dzama to explain the selection criteria that was used for the selection of the consultants for both items. Mr. Dzama explained that the contracts were procured under Florida Statute 287.055, Florida Consultants' Competitive Negotiation Act (CCNA). He provided a brief overview of the process. Councilor Guisinger asked for confirmation that cost is not considered per the statute, and Mr. Dzama explained that for specific projects the highest-ranked firm would be selected, and if an agreement on price could not be made, the Town would go to the next-ranked firm for negotiations. Mr. Dzama further explained the structure of the contracts that were being considered.

Councilor Guisinger next inquired about the BES scores for Item 10, and why CSI Construction Moisture Consulting received a BES score. Mr. Dzama explained that the contract was a bid for Architecture with a list of scope of services, including Building Envelope Consultants, which is a specialized industry. He noted one firm selected to submit solely as a Building Envelope Services Consultant, and since they were the only firm to do so, they were selected solely for Building Envelope Services (BES).

Councilor Guisinger asked Mr. Dzama if two of the consultants would be removed from Item #9. Mr. Dzama stated that Staff was recommending that two consultants from Item #9 be removed, Craig A. Smith and Associates due to a conflict of interest, and Kimley-Horn due to failure to reach an agreement for their fee schedule.

Councilor Guisinger moved to approve Resolution 32-26, as amended; seconded by Vice-Mayor Choy; motion passed.

Kuretski	Choy	Delaney	Guisinger
Yes	Yes	Yes	Yes

10. Resolution 46-26, Approving the Award of Contract Architect and Building Envelope Continuing Services for Williamson Design Associates (EPW 2026-12A), Saltz Michelson Architects, Inc. (EPW 2026-12B), Currie Sowards Aquila Architects (EPW 2026-12C), REG Architects, Inc. (EPW 2026-12D) and Cornerstone Special Inspections LLC d/b/a Construction Moisture Consulting (EPW 2026-12E).

Councilor Guisinger moved to approve Resolution 46-26; seconded by Councilor Delaney; motion passed.

Kuretski	Choy	Delaney	Guisinger
Yes	Yes	Yes	Yes

11. **Resolution 53-26,** Approving an Agreement for the Resilient Florida Grant for Sawfish Bay in the amount of $150,000.

Councilor Delaney asked if this grant involved the seawall at Sawfish Bay, and Ms. Thoburn explained that it was a separate grant, which is a hundred percent grant for the bay itself.

Councilor Delaney next asked if the wall was all set. Ms. Thoburn stated that the Town did not receive a grant award this year, but that it would be submitting the request again. Councilor Delaney inquired what type of requirements were requested for the wall, and Ms. Thorburn explained that FDP were requesting that the project be more nature-based and not maintenance.

Vice-Mayor Choy moved to approve Resolution 53-26; seconded by Councilor Delaney; motion passed.

Kuretski	Choy	Delaney	Guisinger
Yes	Yes	Yes	Yes

12. Resolution 54-26, Approving an Addendum to the Fire Training Cooperation Interlocal Agreement for Fire/Rescue with the City of Palm Beach Gardens.

Councilor Guisinger explained that he thought the Interlocal Agreement was a great opportunity for our fire personnel to work alongside the Palm Beach Gardens Fire. He inquired how the process would work. Deputy Fire Chief Stephen Shaw expressed gratitude to Palm Beach Gardens for being a great partner. He then provided an explanation of how the ride-along would go and the vast opportunities it would provide, especially for those who are fresh out of school. Councilor Guisinger asked if it was observational based training, and Deputy Fire Chief Shaw confirmed.

Mayor Kuretski expressed his hope that the County would eventually allow the Town do calls before September 30th. He also noted that Gardens provides services to Admiral's Cove, and it would be a great opportunity for our own firefighters to go into Jupiter on calls.

Councilor Guisinger moved to approve Resolution 54-26; seconded by Vice-Mayor Choy; motion passed.

Kuretski	Choy	Delaney	Guisinger
Yes	Yes	Yes	Yes

14. Resolution 63-26, Approving a Contract to Persons Services Corp. for Public Works Building "A" Renovations in the amount of $477,046.

Councilor Guisinger asked Mr. Dzama why there was only one firm to bid out of the four firms that could have bid on the project. Mr. Dzama noted that the project had a tight two-month timeline, and several of the firms did not wish to pursue the project.

Councilor Guisinger inquired if the Town had done work with the contractor before and if Mr. Dzama was comfortable with the pricing. Mr. Dzama noted that the company had been vetted, and it was confirmed that the pricing is accurate.

Councilor Guisinger next asked Mr. Dzama to explain why the renovations at Building "A" were important, and why it would be suitable to leave fire logistics at this location as opposed to the new proposed facility on Jupiter Park Drive. Mr. Dzama noted that Fire already had a presence at the Maintenance Facility, and Building "A" would be utilized for fire logistics, where they would store their PPE and other pertinent equipment and supplies. There was discussion about the security needed due to the nature of the equipment being stored, and how security is optimized at this location already

Councilor Guisinger moved to approve Resolution 63-26; seconded by Councilor Delaney; motion passed.

Kuretski	Choy	Delaney	Guisinger
Yes	Yes	Yes	Yes

REPORTS

TOWN ATTORNEY –

- Public Nuisance – Mr. Baird inquired if the Council would like him to consider a public nuisance aspect in respect to the house that is impacting an entire neighborhood as mentioned during citizen comment. Mayor Kuretski agreed and noted that the issue has gone on for a long time.

  Mr. Kitzerow confirmed that the house was the same one with the continued issues. He stated that Staff had started a timeline and noted how frustrating the process has been for people who live in the neighborhood and those involved. Mr. Kitzerow stated he would meet with the Town Attorney to discuss the public nuisance avenue, which is the last avenue left.

  There was consensus by the Council to proceed forward.

TOWN MANAGER –

- Citizen Comments - Mr. Kitzerow stated there would be follow-up on the items, but he wanted to address the banyan tree at Cinquez Park. He explained that the tree has been a priority for the Town and noted that the Town continues to monitor the tree and it is in good shape with no issues.

- Planning & Zoning Process - Mr. Kitzerow reported that he had been working with the Planning and Zoning Director on a response to Mr. Rendina's letter noted during citizen comment. He offered to circulate the draft response to the members.

- Town Infrastructure Projects - Mr. Kitzerow reported that the project fixing sidewalks and repaving roads in Egrets Landing has already begun. He noted that there was coordination with the Town, the HOA, and the Property Manager to actively engage the residents throughout the process, including providing weekly updates to the residents.

- Town Events - Mr. Kitzerow announced the following Town events:

    - Monday, May 25, at 9:00 a.m. – The Town will host its annual Memorial Day Ceremony at the Veterans Memorial in front of Town Hall.
    - Monday, June 1, at 10:00 a.m. at the Maltz Theatre – JFRD Swearing-in ceremony for the 90 operational firefighters.
    - Wednesday, June 3, at 10:00 a.m. – The Town will host the station uncoupling and push-in ceremonies for JFRD Station #10, located at Piatt Place.
    - Thursday, June 4, at 10:00 a.m. - The Town will host the station uncoupling and push-in ceremonies for JFRD Station #12, located adjacent to Cinquez Park.

  Mr. Kitzerow noted that on June 1st the Fire Department will be all set to go, and that the Department is ready five months early and on budget.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –

VICE-MAYOR CHOY:

- Citizens Comments - Vice-Mayor Choy expressed appreciation for residents who come and comment, noting so many things can get accomplished.

- El Sol - Vice-Mayor Choy wished the organization much success. She believes despite a tough real estate market, they can make things happen. She expressed her appreciation for all of their services.

- JFRD - Vice-Mayor Choy expressed appreciation for the Fire team and stated how much she enjoyed meeting with them the day before. She also stated she was looking forward to seeing all of the collaboration between the Police Department and Fire Department.

COUNCILOR GUISINGER:

- JFRD - Councilor Guisinger read his remarks congratulating the new fire personnel, he recently had the privilege of meeting with the 36 individuals and was impressed by the quality and tremendous amount of experience, professionalism and enthusiasm that they bring to the Town and the profession. He noted that the addition of these members strengthens an already outstanding department and positions the Town well into the future, and that residents can feel confident that they are served by highly skilled professionals who are prepared to respond. On

behalf of the community, he extended his sincere appreciation and warm welcome to each of the new members. He looks forward to the positive impact they will have in the years to come.

MAYOR KURETSKI:

- Citizen Comments - Mayor Kuretski stated that many times he has seen Staff go and speak to residents after their comments and noted he was grateful for how proactive they are.
- Planning & Zoning Process - Mayor Kuretski stated that matters will come before them when the Town Manager feels they need to. He also noted that he would not want Staff working on something that Council would not necessarily approve.
- Consent Agenda Items - Mayor Kuretski commented that sometimes it is appropriate for a Council Member to pull an item from consent and ask a question to put something on the record. He noted as a general rule, consent are items Staff believes that can be voted in total. He requested that general questions be asked ahead of time, which might keep items from getting pulled.
- Town Manager's Performance Review – Mayor Kuretski reminded the other members that at the next meeting he would like to have a high-level conversation about the one-on-one performance reviews with Mr. Kitzerow, and he would also like to make a determination on annual compensation for the Town Manager.
- Non-Ad Valorem Fire Assessment - Mayor Kuretski discussed the fees for certain types of residential units, noting that the fee was not based on the same scope as the single-family homes, and that he believes it to be unequitable and unfair. He also discussed his research, including an overview of townhome communities he reviewed. He stated that he could not support an unfair fee.

ADJOURNMENT – 9:08 P.M.

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Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection

DATE	June 2, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Ordinance 11-26, First Reading, Approval to Amend Chapter 10 of the Town Code, Fire Prevention and Protection, to adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards.

EXECUTIVE SUMMARY
Town staff requests approval of Ordinance 11-26 to amend Chapter 10 of the Town Code, adopt the Florida Fire Prevention Code and Uniform Fire Safety Standards as the Town's official fire safety regulations, and repeal prior enforcement authority delegated to Palm Beach County Fire Rescue. This ordinance establishes an effective enforcement date of October 1, 2026, concurrent with the Jupiter Fire Rescue Department's commencement of operations.

On October 1, 2026, Jupiter Fire Rescue will assume responsibility for fire prevention services. To support this transition, the Town is adopting the statewide Florida Fire Prevention Code, with one additional requirement: the use of the Click-to-Enter (C2E) system, a secure electronic access system that enables emergency responders to quickly open gates in gated or restricted properties during emergencies.

This ordinance will streamline the permitting process by eliminating more than 60 pages of county-specific amendments currently enforced by Palm Beach County. Palm Beach County's fire code requires fire sprinklers in most buildings larger than 2,500 sq ft., prescriptive roadway dimensions, specific hydrant placement standards, and strict separation-wall requirements. The State code adopted by the Town takes a risk-based and performance-based approach, with requirements that align with the occupancy and use of the building. This approach provides flexibility based on project conditions and allows for project-specific solutions.

To ensure a smooth transition, the Town will conduct a comprehensive communications campaign throughout the summer. Outreach efforts will include:

- Dedicated updates on the Town website
- Direct outreach to local contractors
- Targeted social media messaging
- Guidance provided by Building Department personnel

Beginning September 1, the Town of Jupiter's building staff will proactively identify active permit applicants who may benefit from the new, streamlined code. Jupiter Fire Rescue will contact these applicants to:

- Review the potential impacts of the new code.

- Explain their transition options clearly.
- Allow them to choose whether to continue under the current county fire code before October 1 or wait until the Town's new code takes effect on October 1.

The Town Attorney has reviewed the attached ordinance and finds it to be acceptable as to legal form and sufficiency.

ANALYSIS

Currently, Palm Beach County Fire Rescue (PBCFR) conducts all fire protection plan reviews and fire inspections within the Town of Jupiter. Effective October 1, 2026, the Jupiter Fire Rescue Department will assume full responsibility for these services.

To ensure a seamless transition and continuity of life-safety operations, Staff proposed adoption of the statewide Florida Fire Prevention Code. Approval of Ordinance 11-26 provides the Town's Fire Marshal with the essential legal authority to administer and enforce this standard.

Based on current development activity and comparable jurisdictional data, the Fire Marshal's anticipated annual workload will include:

- 1,200 Fire permits and plan reviews
- 2,000 Operational fire inspections
- 1,100 New construction fire inspections

By adopting Ordinance 11-26, the Town establishes the regulatory framework necessary for Jupiter Fire Rescue to carry out these critical fire prevention functions.

STRATEGIC PRIORITY

● Safety
● Fiscal Responsibility
● Organizational Excellence

ATTACHMENTS

1. Ordinance 11-26
2. Existing Chapter 10 Fire Prevention and Protection
3. Transition to the Florida Fire Prevention Code - 2Jun26

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Division Chief/Fire Marshal Andrew Armenis at andrewar@jupiter.fl.us or 561-741-2484.

ORDINANCE 11-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 10, OF THE JUPITER CODE OF ORDINANCES, RENAMING IT "FIRE PREVENTION, PROTECTION, AND COMMUNITY RISK REDUCTION DIVISION"; PROVIDING FOR AMENDMENTS TO ARTICLE I, TO CREATE NEW REGULATIONS IN SECTIONS 10-1 THROUGH 10-3 AND DESIGNATING A TOWN FIRE MARSHAL AS THE AUTHORITY HAVING JURISDICTION; PROVIDING FOR THE AMENDMENT OF ARTICLE II SECTION 10-19 ENTITLED "FIRE PREVENTION CODE" AND CREATING SECTION 10-20 PERTAINING TO UNIFORM SAFETY STANDARDS AND SECTION 10-21 REGARDING ACCESS TO GATED SUBDIVISIONS OR PLANNED UNIT DEVELOPMENTS; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 633, Florida Statutes, establishes statewide minimum fire safety standards and authorizes municipalities to adopt and enforce the Florida Fire Prevention Code; and

WHEREAS, the Town Council of the Town of Jupiter (Town) desires to ensure that uniform, consistent fire prevention and life safety regulations are administered within the Town's corporate limits; and

WHEREAS, the establishment of a Fire Prevention and Community Risk Reduction Division under the direction of the Fire Marshal will enhance the Town's fire safety, public education, and enforcement capabilities; and

WHEREAS, the Town Council finds it in the best interests of its residents to adopt updated fire codes and standards, and to ensure that there is adequate emergency access to gated communities within the Town.

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

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

Section 2. Articles I and II of Chapter 10 of the Code of the Town of Jupiter, Florida is hereby amended as follows:

CHAPTER 10. FIRE PREVENTION ~~AND PROTECTION,~~ PROTECTION, AND COMMUNITY RISK REDUCTION DIVISION.

ARTICLE I. – ~~IN GENERAL~~ FIRE PREVENTION BUREAU

Sec. 10-1. Division established.

The Fire Chief shall designate a Fire Marshal as the authority having jurisdiction over the Fire Prevention Bureau, known as the Fire Prevention, Protection, and Community Risk Reduction Division within the Jupiter Fire Rescue Department. The Fire Marshal shall be responsible for the enforcement of fire codes within the Town. To assist in the performance of the responsibilities and duties placed upon the Fire Marshal, the Fire Prevention, Protection, and Community Risk Reduction Division, which shall be responsible for ensuring fire prevention, inspections, and investigations in the Town, is hereby established.

Sec. 10-2. Schedule of inspection fees, permit fees, and other charges.

All fees shall be in accordance with the schedule created by the Jupiter Fire Rescue Department, which shall be maintained in the Office of the Town Clerk.

Sec. 10-3. Repeal of inconsistent county provisions.

All prior resolutions, ordinances, or interlocal agreements that granted fire prevention, inspection, and code enforcement authority to Palm Beach County Fire Rescue within the Town, including the adopted Palm Beach County Fire Code, as amended, are hereby repealed, effective on October 1st, 2026. As of October 1, 2026, the Jupiter Fire Rescue Department shall have full authority and jurisdiction for fire prevention, inspection, and fire code enforcement within the incorporated limits of the Town.

ARTICLE II. – STANDARDS

Sec. 10-19. Fire prevention code adoption and enforcement.

~~There is hereby adopted the Florida Fire Prevention Code, 2004 edition, and the county fire code, together with all amendments thereof hereafter issued. The town adopts the codes by reference and incorporates them into this Code as though fully set out herein.~~

(a) Adoption. In accordance with sections 633.202 and 633.208, Florida Statutes, the Florida Fire Prevention Code, adopted by the State Fire Marshal in Rule Chapter 69A-60, Florida Administrative Code, as amended from time to time, including the Florida editions of NFPA 1 Fire Code and NFPA 101 Life Safety Code, is hereby adopted by reference as the fire safety code of the Town. It is intended that the Florida Fire Prevention Code shall operate in conjunction with the Florida Building Code.

(b) Enforcement. The Town is authorized to and shall enforce the Florida Fire Prevention Code in the Town as the minimum fire safety code, requiring inspection of all new buildings and periodic inspection of existing buildings subject to the Code.

Sec. 10-20. Uniform Fire Safety Standards – Adoption and Enforcement.

The Uniform Fire Safety Standards, established by the Florida Department of Financial Services pursuant to F.S. § 633.022, are hereby adopted as the fire safety standards of the Town.

Sec. 10-21. Access to Gated Subdivisions or Developments.

Existing subdivisions or planned unit developments which maintain gated security access to subdivision units and properties, the subdivision's community association shall provide Jupiter Fire Rescue with an approved key access system. Where the Authority Having Jurisdiction determines that a gate or access control system delays, restricts, or fails to provide reliable fire rescue access, the system shall be modified or equipped with an approved emergency access system to ensure immediate entry New gate installations, in new subdivisions, or planned unit developments, having one or more gates providing access that are not manned 24/7/365, a Click2Enter "C2E" system shall be installed as the primary access system for fire rescue's access into the subdivision or planned unit development by a Jupiter Fire Rescue approved key switch system shall be installed as a secondary (redundant) emergency access system to provide entry in the event the primary access system fails or is not operational**.** These systems shall simultaneously open all gates to provide for a fire department vehicle access lane. The gates shall remain open until restored to their normal position by the Jupiter Fire Rescue Department. The

location of the control units shall be determined by the Authority Having Jurisdiction. If at any time the primary or secondary access system is not functioning, all gates providing access shall be left in the open position until such time they are repaired.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification. The sections of the ordinance may be a part of the Code of the Town of Jupiter, Florida and 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. Effective Date. This ordinance shall take effect immediately upon its execution.

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Chapter 10 FIRE PREVENTION AND PROTECTION[1]

ARTICLE I. IN GENERAL

Secs. 10-1—10-18. Reserved.

ARTICLE II. STANDARDS[2]

Sec. 10-19. Fire prevention code.

There is hereby adopted the Florida Fire Prevention Code, 2004 edition, and the county fire code, together with all amendments thereof hereafter issued. The town adopts the codes by reference and incorporates them into this Code as though fully set out herein.

(Code 1975, § 6-8.500; Code 1992, § 10-26; Ord. No. 23-87, § 16, 4-21-1987; Ord. No. 70-90, § 1, 7-17-1990; Ord. No. 16-92, § 1, 7-21-1993; Ord. No. 9-96, § 1, 5-21-1996)

Secs. 10-20—10-41. Reserved.

ARTICLE III. OPEN BURNING[3]

Sec. 10-42. Permit required.

It shall be unlawful for any person to cause, assist or participate in the open burning of trash, refuse, debris, grass, weeds, wood, natural growth or other material within the town limits unless they have first obtained a permit therefor from the town in the manner as hereinafter provided.

(Code 1975, § 10-1.100; Code 1992, § 10-51)

Sec. 10-43. Application for permit.

A person desiring a town permit for open burning shall first apply therefor by making a written application to the fire marshal, who is hereby designated and authorized as the lawfully constituted agent for the town in such

[1]State law reference(s)—Fire prevention and protection, F.S. ch. 633; explosives, F.S. ch. 552.

[2]State law reference(s)—Uniform fire safety standards, F.S. § 633.206; minimum fire safety standards, F.S. § 633.208.

[3]State law reference(s)—Forest protection, F.S. ch. 590; recreational fires, F.S. § 590.11; open burning, F.S. § 590.125.

matters. At the same time, the applicant shall file a duplicate copy of his application with the town manager. The application shall contain the following information:

(1) An explanation of the need for disposal by burning.

(2) A brief description of the number and type of residential, commercial, business and/or industrial units located within one-half mile of the proposed burning site.

(3) The approximate quantity and type of materials to be burned.

(4) The source or origin of such materials.

(5) The date, time and duration during which the applicant desires to burn such materials.

(6) A list of precautions the applicant will take to minimize any smoke, fumes and hazards involved.

(7) The names, street addresses, e-mail address and telephone numbers of the applicant and the owner of the lands where the proposed burning shall take place.

(Code 1975, § 10-1.101; Code 1992, § 10-52)

Sec. 10-44. Materials to be considered.

The fire marshal, on the town's behalf, shall consider the information contained in the application and all of the attendant circumstances relating thereto, including the nature of the prevailing winds, the weather conditions, humidity, inversion conditions, atmospheric conditions, and the reasonable probabilities of fire hazards, smoke, fumes, dust or any obnoxious or annoying consequences to the owners and occupiers of lands and buildings in the surrounding area. If the fire marshal, on behalf of the town, shall reasonably conclude that there exists a need to issue the permit applied for and that no hazard or nuisance will be thereby created, and that no detriment to the public health, safety, morals, welfare or well-being to the citizens and residents of the town and the county shall exist, he shall endorse the application with his written approval and shall so notify the town manager. Otherwise, the fire marshal shall recommend denial of such application. The fire marshal is hereby authorized to impose any limitations, precautions or conditions on the actual burning process which may be necessary to meet the requirements of the public's safety and the purpose of this article.

(Code 1975, § 10-1.102; Code 1992, § 10-53)

Sec. 10-45. Issuance or denial of permit.

Upon receiving the recommendation of the fire marshal for approval or disapproval of the application for a permit under this article, the town manager shall likewise review the same, following the same criteria as hereinabove set forth. If the town manager shall deny the same, the application shall be denied. If the town manager shall approve the same, such approval shall constitute a permit for open burning in accordance with its terms and conditions as therein contained.

(Code 1975, § 10-1.103; Code 1992, § 10-54)

Sec. 10-46. Notification before burning.

The applicant who has received approval and a burning permit shall notify the police department, the fire marshal and the town manager immediately prior to actual commencement of the burning process. In addition, the applicant shall make further notification to any other concerned governmental agency having jurisdiction in or near the location of the burning site as may reasonably be required by the fire marshal, the town manager or the police chief at the time of notification.

(Code 1975, § 10-1.104; Code 1992, § 10-55)

Sec. 10-47. Supervision of the burning process.

The fire marshal is hereby authorized to supervise the actual burning process on behalf of the town and to make such additional on-site recommendations, changes or modifications to the burning permit as the attendant circumstances may require in the interest of public safety, welfare and necessity, including stopping, halting or rescheduling of the burning process, if required.

(Code 1975, § 10-1.105; Code 1992, § 10-56)

Sec. 10-48. Bond or security required.

If it appears from the nature of the application that any cost or expense may accrue to the town or to the office of the fire marshal, Fire Control District Number 1, by way of supervision, cleanup or damage to public or private property, the town manager is authorized to require as a condition of issuing the permit a bond, cash deposit, surety or other security deposit in an amount not to exceed $500.00. If the town manager shall decide that a higher amount is reasonably required, such sum shall be finally determined by decision of the town council.

(Code 1975, § 10-1.106; Code 1992, § 10-57)

Sec. 10-49. Appeal from town manager's decision.

Any person adversely affected by a decision of the town manager in the enforcement or interpretation of this article may appeal to the town council within ten days after such decision by serving a notice of such appeal upon the town clerk. All such appeals shall be promptly scheduled on the agenda of the town council to be heard and determined by them in public session, at which the complaining party may present such facts and arguments as are appropriate. The decision of the town council on such matter shall be final.

(Code 1975, § 10-1.107; Code 1992, § 10-58)

Secs. 10-50—10-71. Reserved.

ARTICLE IV. EXPLOSIVES[4]

Sec. 10-72. Adopted.

There is hereby adopted as and for the Jupiter Explosives Code the provisions of this article, together with F.S. ch. 552 entitled "Manufacture, Distribution and Use of Explosives," and F.A.C. ch. 69A-2, being the rules of the state treasurer and insurance commissioner as state fire marshal concerning explosives, and all amendments hereinafter made thereto. The town adopts such statute and administrative code provisions and incorporates the same into this Code as though fully set out herein.

(Code 1975, § 10-16; Code 1992, § 10-76)

[4]State law reference(s)—Explosives, F.S. ch. 552.

Sec. 10-73. Exemptions.

The provisions of this article shall not apply to the following:

(1) Cartridges for firearms;

(2) Fireworks as defined by F.S. ch. 791;

(3) Dealers holding valid federal firearms dealers' licenses, to the extent exempted by Florida Statutes;

(4) Users who are natural persons and who purchase, possess and transport smokeless propellant or sporting grades of black powder and small arms ammunition primers and percussion caps, provided such materials are for the sole purpose of hand-loading pistol or rifle cartridges or shotgun shells or for use in muzzle-loading firearms.

(Code 1975, § 10-21; Code 1992, § 10-77)

Sec. 10-74. Application.

It shall be unlawful for any person to engage in a business of a manufacturer-distributor, or to acquire, sell, possess, store or engage in the use of explosives in the town except in conformity with the provisions of this article.

(Code 1975, § 10-17; Code 1992, § 10-78)

Sec. 10-75. Procedure for town permit.

Upon compliance with the prerequisite specified in state law, the applicant may then apply for a town permit for the sale, possession, storage or use of explosives, by making a written application to the fire marshal, who is hereby designated and authorized as the lawfully constituted agent for the town in such matters. Concurrently, the applicant shall file a duplicate copy of his application with the town manager. The contents of the application and the procedure thereafter to be followed for the issuance or denial of such permit shall be substantially the same as provided under section 10-43 relating to permits for open burning.

(Code 1975, § 10-19; Code 1992, § 10-79)

Sec. 10-76. Test shots.

The town manager is hereby authorized to require the applicant under this article to perform one or more test shots or explosions wherein the amount and type of explosive, the manner of placement or preparation prior to blasting, and the measurement of the effect of the explosion on the surrounding area through the use of appropriate scientific instruments or measuring devices can be determined. The town manager is authorized to use the results of such tests to impose suitable conditions or restrictions on the permit issued to the applicant for blasting purposes.

(Code 1975, § 10-20; Code 1992, § 10-80)

June 2, 2026

JUPITER FIRE RESCUE DEPARTMENT

Transition to the Florida Fire Prevention Code

Why the Change is Necessary

- Beginning October 1, 2026, Jupiter Fire Rescue will begin to provide fire prevention services to the Town of Jupiter.
- As part of this transition, the Town must establish its own fire prevention framework.
- Our Goal
  - Maintain safety
  - Create consistency
  - Ensure a seamless transition

What is Changing

Current

- Palm Beach County local amendments + Florida Fire Prevention Code
- 60+ pages of local amendments
- County-specific requirements
- More prescriptive requirements

Proposed

- Florida Fire Prevention Code only
- Statewide uniform standards
- Consistent statewide framework
- More flexible, project-based approach

Why the Florida Fire Prevention Code

- The FFPC:
  - Is adopted statewide
  - Is based on nationally recognized NFPA standards
  - Provides consistent life safety requirements
  - Is regularly updated by the State Fire Marshal

- Benefits
  - Consistency
  - Predictability
  - Simpler compliance
  - Streamlined permitting

More Flexible Building Thresholds

Palm Beach County

- Sprinklers required in most buildings ≥ 2,500 sq. ft.
- One-size fits all threshold

Florida Fire Prevention Code

- Requirements align with the occupancy and use
- Risk-based approach

Impact:

- Greater flexibility for small businesses
- Reduced construction costs in some cases
- Maintains safety through occupancy standards

More Flexible Development Standards

Palm Beach County

- Prescriptive roadway dimensions
- Specific hydrant placement standards
- Strict separation wall requirements

Florida Fire Prevention Code

- Performance-based approach
- Flexibility based on project conditions
- Allows project-specific solutions

Impact:

- More adaptable site planning
- Easier project coordination
- Reduced unnecessary constraints

Supporting Business & Residents

- Simplified permitting process
- More flexibility in equipment and design
- Streamlined code compliance
- Simpler rules for residential improvements
- More flexibility for outdoor features such as fire pits
- Consistent expectations
- Improved customer service

What Will Not Change

- The Town will:
  - Conduct fire plan reviews
  - Perform inspections
  - Enforce fire safety requirements
  - Coordinate with contractors and residents
  - **Prioritize public safety**

How the Transition will Occur

- Communication about the fire code transition will occur throughout the summer:
  - Website updates
  - Contractor outreach
  - Social media messaging
  - Building Department personnel
- Beginning September 1, Building staff will identify permit applicants who may benefit from the transition and notify JFRD.
  - JFRD will review with applicants the potential impacts
  - Explain available options
  - Provide guidance on the transition process
- Applicants can:
  - Continue under the current county fire code before October 1, or
  - Wait until the Town's new code takes effect on October 1.

Questions?

TOWN OF JUPITER
Approval to Amend Subpart A Administrative Regulations, CHAPTER 11 of the Town Code

DATE	June 2, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Chief of Police
SUBJECT	Amending Chapter 11, “Miscellaneous Offenses,” and Chapter 8, Section 38, Governing the Special Magistrate’s Jurisdiction

EXECUTIVE SUMMARY

In January of 2026, Town staff conducted a review of current procedures relating to the issuance of trespass warnings on Town property. This review identified the need to establish formal procedures governing trespass warnings on public property and to expand the Special Magistrate’s jurisdiction and authority to hear appeals of such warnings in order to comply with Florida Appellate Court rulings and ensure due process protections.

Item A: Ordinance 25-26 amends Chapter 11 of the Town Code by creating procedures authorizing Jupiter Police Officers to issue trespass warnings on Town public property to individuals who violate federal or state laws, or local ordinances. The ordinance establishes progressive trespass warning timeframes and outlines an appeals process for individuals issued such warnings.

Item B: Ordinance 28-26 amends Chapter 8, Section 38 of the Town Code to expand the authority and jurisdiction of the Special Magistrate to hear and decide appeals of trespass notices issued on Town property.

Together, these ordinances establish a comprehensive framework for trespass enforcement on public property while ensuring appropriate due process safeguards. A Trespass Notice for Town Property Form was additionally created in order to provide legal notice and appeal instructions.

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

ANALYSIS

Adoption of Ordinances 25-26 and 28-26 will revise Chapters 8 and 11 of the Town of Jupiter Code of Ordinances to enhance staff’s ability to ensure Town property can be safely enjoyed by residents and patrons while establishing formal appeals process for trespass notices.

The second reading of Ordinances 25-26 and 28-26 is scheduled for the June 16th, 2026 Town Council meeting.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Ordinance 25-26
2. Ordinance 28-26
3. Existing Town of Jupiter Code Chapter 8 Governing the special magistrates Jurisdiction
4. Existing Town of Jupiter Code Chapter 11 Miscellaneous Offenses
5. Trespass Notice for Town Property

FUNDING SOURCE

Funding is not necessary for this request.

For more information or to request attachments, please contact *Chief Donald Hennessy* at *1036@jupiter.fl.us* or 561-741-2236.

ORDINANCE NO. 25-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING SUBPART A "ADMINISTRATIVE REGULATIONS, CHAPTER 11, ENTITLED "MISCELLANEOUS OFFENSES" OF THE TOWN CODE; CREATING SECTION 11-7 UNDER ARTICLE I GOVERNING TRESPASSING ON PUBLIC PROPERTY; ESTABLISHING A PROCESS FOR ISSUANCE OF TRESPASS WARNINGS ON PUBLIC PROPERTY; ESTABLISHING AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt such regulations to further the health, safety, and welfare of its residents; and

WHEREAS, the Town Council seeks to ensure a safe, orderly, and enjoyable environment in all public areas throughout the Town for residents, businesses and visitors; and

WHEREAS, to protect the health, safety, and welfare of the public, the Town deems it is necessary to regulate the issuance of trespass warnings for individuals who have violated federal, state, or local ordinances within public areas of the Town; and

WHEREAS, courts have held in order to provide all persons trespassed from public property with sufficient due process, the Town must also provide notice and an opportunity for a hearing at a meaningful time and in a meaningful manner to contest any trespass notices; and

WHEREAS, to provide all persons trespassed from public property with sufficient due process, the Town shall enact procedures to ensure that each person is provided with due process in connection with any trespass notices; and

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

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

Section 2. Chapter 11 “Miscellaneous Offenses”, Article 1 “In General”, the Town of Jupiter Ordinance Code, is hereby amended as follows:

Sec. 11-7. ~~Reserved.~~ Trespass notice; authorization to issue; appeal.

(a) Any Jupiter Police Officer acting within his/her jurisdiction is authorized to issue a trespass notice to any individual who violates or is in the process of violating any Town code, applicable local, state, or federal law while on public property within the Town.

(b) Any person issued a trespass notice shall be prohibited from returning to the Town property specified in the trespass notice as follows:

1. For the first trespass notice, for a period up to one (1) year.
2. For the second and each subsequent trespass notice, for a period up to two (2) years.

Each period shall run from the date of the issued notice through the duration of time specified in each issued notice.

(c) A copy of the trespass notice shall be provided by mail or hand delivery to the trespass notice recipient with a copy provided to the employee or Town official having control over the Town property where the trespass occurred. The trespass notice shall include:

1. the name and address of the trespass notice recipient; and
2. the date, the provision of law the trespass notice recipient has violated; and
3. a brief description of the offending conduct; and
4. the location of the offense; and
5. the name and position with the Town of the person issuing the trespass notice; and
6. a description of the Town property to which the trespass notice recipient shall not return during the trespass notice period as described in subsection (b) of this section.

The written trespass notice shall advise the recipient of the right to appeal within ten (10) days of issuance of the notice and provide the Code section with the details of the appeal process. The trespass notice shall include a warning that any person found on Town property in violation of a trespass notice may be arrested for trespassing.

(d) This section shall not be construed to limit the authority of any officer of the Town Police Department to issue a trespass warning to any person for any lawful reason for any Town property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the officer; nor shall this section be construed to limit the authority of any officer of the Town Police Department to arrest or cite individuals for violating any section of the Town Code or the Florida Statutes.

(e) Appeal of trespass notice. The trespass notice recipient shall have the right to appeal as follows:

1. An appeal of a trespass notice must be filed, in writing, with the Town at the address listed on the trespass notice within ten (10) days of the issuance of the trespass notice. The appeal shall include the trespass notice recipient's (appellant) name, address, telephone number, electronic mail address and facsimile number, if any; a copy of the trespass notice; and a statement of the basis for the appeal. Failure to file a written appeal within ten (10) days of issuance of the trespass notice shall be deemed a waiver of the right to appeal. No fee shall be charged for filing an appeal.

2. Appeals shall be heard by a special magistrate with jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the Town of Jupiter.

3. The appeal shall be heard by the special magistrate at the soonest available special magistrate hearing following the filing of the appeal. Nothing contained herein shall prevent the Town or special magistrate from calling a special hearing to hear an appeal expeditiously. Notice of the hearing shall be provided to the appellant by U.S. Mail, electronic mail, facsimile, certified mail or hand delivery. If the issuance of a trespass notice was predicated on a violation of applicable state law and the criminal case is pending before the County or Circuit Court, the appeal hearing shall be stayed until the resolution of that case.

4. The special magistrate hearing shall be open to the public and shall be recorded. Other than if the special magistrate hearing is stayed due to a pending criminal matter, the special magistrate hearing shall occur no later than thirty (30) days and no sooner than (3) days after the filing of an appeal.

5. At the hearing on the appeal, the burden of proof shall be on the Town to demonstrate by clear and convincing evidence that the trespass notice was properly issued. Formal rules of evidence shall not apply, but fundamental due process shall govern the hearing

6. If the appellant fails to attend the appeal hearing, special magistrate shall determine based on the evidence presented at the hearing whether the trespass notice was properly issued.

7. At the conclusion of the hearing, the special magistrate shall orally render his or her decision (order) upholding, modifying, or overruling the trespass notice based on evidence presented at the hearing. If the special magistrate upholds the trespass notice, appellant shall be enjoined from returning to the Town property specified in the trespass notice for a period provided in subsection 11-7(b). The order of the special magistrate shall be transmitted by certified mail or hand delivery to the appellant within ten (10) days after the hearing and a copy shall be sent to the Jupiter Police Department.

8. The special magistrate's order shall be final and appellant shall be deemed to have exhausted all administrative remedies available to him/her. The special magistrate's order shall subject to further judicial review in the manner proscribed by Florida law. The Town may assess a reasonable charge for the preparation of the record to be paid by the appellant in accordance with F.S. § 119.07.

9. The trespass notice shall remain in effect during any appeal process, unless a stay pending review is entered by a special magistrate.

(f) The Chief of Police or his/her designee may authorize an individual who has received a trespass notice to enter a specific Town property included within a trespass notice to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied. Any individual issued such authorization shall have a copy of the authorization in his/her possession upon entry and throughout the duration of his/her presence upon the specific Town property.

(g) Any person found on Town property in violation of this article may also be arrested for trespassing.

(h) This article shall not be construed to limit the authority of any law enforcement officer or code enforcement officer to take any other enforcement action authorized by the Town code or Florida law.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification. The sections of the Ordinance may be a part of the Town Code of Laws and Ordinances and 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. Effective Date. This Ordinance shall take effect immediately upon its execution.

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ORDINANCE NO. 28-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, AMENDING CHAPTER 8, SECTION 8-38 GOVERNING THE SPECIAL MAGISTRATE'S JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has the home rule authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt such regulations as it deems necessary and appropriate to further the health, safety, and welfare of its residents; and

WHEREAS, pursuant to the authorities conferred to it by Ch. 162, Fla. Stat., the Town Council has appointed a Special Magistrate to oversee code enforcement proceedings as set forth in section 8-36 of the Town Code; and

WHEREAS, section 8-38 of the Town Code provides the jurisdiction conferred on the Special Magistrate; and

WHEREAS, the Town Council has determined that it is appropriate and necessary to amend section 8-38 of the Town Code to expand the jurisdiction conferred on the

Special Magistrate to permit the Special Magistrate's consideration and adjudication of certain appeals; and

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

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

Section 2. Chapter 8, Article III, Section 8-38 of the Town of Jupiter Code, is hereby amended as follows:

Sec. 8-38. - Jurisdiction.

(a) The code enforcement board and the special magistrate shall have the jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the town, including, but not limited to, the following: building, electrical, fire, gas, landscape, plumbing, signs, zoning, noise, minimum housing, and any other similar type codes which may be adopted by the town in the future, which regulate aesthetics, construction, safety, use of property or location of any structure on real property in the town.

(b) In addition, the code enforcement board or special magistrate may enforce parking violations; a developer's failure to comply with conditions of a development order; appeals of trespass notices; and violations charged by the use of a citation as the charging document as provided for in article II of this chapter.

(b) The provisions of this article are supplemental and shall not prohibit the town from enforcing its codes by other legal means.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification. The sections of the ordinance may be a part of the Town Code of Laws and Ordinances and 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. Effective Date. This ordinance shall take effect immediately upon its execution.

Sec. 8-38. - Jurisdiction.

(a) The code enforcement board and the special magistrate shall have the jurisdiction and authority to hear and decide alleged violations of the codes and ordinances enacted by the town, including, but not limited to, the following: building, electrical, fire, gas, landscape, plumbing, signs, zoning, noise, minimum housing, and any other similar type codes which may be adopted by the town in the future, which regulate aesthetics, construction, safety, use of property or location of any structure on real property in the town. In addition, the code enforcement board or special magistrate may enforce parking violations; a developer's failure to comply with conditions of a development order; and violations charged by the use of a citation as the charging document as provided for in article II of this chapter.

(b) The provisions of this article are supplemental and shall not prohibit the town from enforcing its codes by other legal means.

(Code 1992, § 8-30; Ord. No. 13-05, § 2, 2-1-2005; Ord. No. 28-07, § 2, 11-6-2007)

Chapter 11 - MISCELLANEOUS OFFENSES

Footnotes:
*--- (**1**) ---*
***State Law reference—** Crimes, F.S. ch. 775 et seq.*

ARTICLE I. - IN GENERAL

Sec. 11-1. - Adoption of state laws relating to misdemeanors; penalty.

(a) It shall be unlawful to commit, within the limits of the town, any act which is or shall be recognized by the laws of the state as a misdemeanor of the second degree, and the commission of such acts is hereby forbidden.

(b) Whoever shall violate the provisions of this section, upon conviction thereof, shall be fined as provided in section 1-14.

(Code 1975, § 16-1; Code 1992, § 11-1)

Case Law annotation— Adoption of state law relating to misdemeanors by city upheld, *McFarland v. Roberts,* 74 So. 2d 88 (Fla. 1954); *Orr v. Quigg,* 135 Fla. 653, 185 So. 726 and *Wright v. Worth,* 83 Fla. 204, 91 So. 87; adoption of state law misdemeanors by reference includes laws both in existence at the time and those later adopted by the state legislature, *State v. Smith,* 189 So. 2d 846 (Fla. 4th D.C.A. 1966). Follows rule in *Hecht v. Shaw,* 112 Fla. 762, 151 So. 333 (1933)" . . . when the adopting statute makes no reference to any particular statute or part of statute by its title or otherwise, but refers to the law generally which governs a particular subject, the reference in such a case includes not only the law in force at the date of the adopting act, but also all subsequent laws on the particular subject referred to . . .." A municipality may enact an ordinance which creates an offense against municipal law for the same act that constitutes an offense against state law. *Jaramillo v. City of Homestead,* 322 So.2d 496(Fla. 1975). A municipality, by ordinance, may adopt state misdemeanor statutes by specific reference or by general reference, such as that contained in an ordinance making it unlawful to commit, within town limits, any act which is or shall be recognized by the laws of the state as a misdemeanor. Id. An adoption by general reference of a misdemeanor statute permits subsequent amendments, revisions and repeals of the laws by the state legislature to apply to the municipal ordinances. Id.

State Law reference— Florida Statutes general index under heading "Crimes" for listing of state law misdemeanors, penalty for misdemeanors, F.S. §§ 775.082, 775.083; discharging firearms in public, F.S. § 790.15; firearms, regulation preempted, F.S. § 790.33 et seq.; obscenity, preemption of field concerning exposing persons under 17 years of age to harmful motion pictures, exhibitions, shows, representations and presentations, F.S. § 847.013(4); preemption of offenses regarding obscenity, F.S. § 847.09(1).

Sec. 11-2. - Town property; illegal possession.

It shall be unlawful for any person to keep and retain any property belonging to the town, which may now be in his possession or which may hereafter come into his possession.

(Code 1975, § 16-5; Code 1992, § 11-2)

State Law reference— Theft and related crimes, F.S. ch. 812.

Sec. 11-3. - Assessment of additional court costs.

Pursuant to F.S. § 938.15, the town hereby assesses an additional $2.00 as court costs against persons convicted for violations of town ordinances, for law enforcement education expenditures under the Criminal Justice Standards and Training Commission and training law enforcement education programs for town police officers and support personnel.

(Code 1975, § 16-11; Code 1992, § 11-3)

Sec. 11-4. - Unlawful to lodge on private lands without consent.

It shall be unlawful for any person to willfully lodge upon the private lands of another within the town without having been authorized, licensed or invited to do so by the owner, lessee or authorized agent of such property.

(Code 1992, § 11-5; Ord. No. 34-87, § 1(16-13), 7-7-1987)

State Law reference— Burglary and trespass, F.S. ch. 810.

Sec. 11-5. - Notice by posting property.

Notice against entering or remaining on the premises, or against settling, trespassing or lodging thereon, given by actual posting of the premises or by the fencing or cultivation thereof shall be prima facie evidence of the lack of such consent to do so by the owner, tenant or agent in charge of such lands.

(Code 1992, § 11-6; Ord. No. 34-87, § 1(16-14), 7-7-1987)

Sec. 11-6. - Unlawful to lodge or settle upon public lands without consent.

(a) It shall be unlawful for any person to willfully lodge or settle upon public lands or real property owned by the town, the county, the state or other public governmental agencies, located within the town, without the consent of such governmental owner, its tenant or its duly authorized agent in charge thereof, authorizing, licensing, or inviting such person to do so.

(b) Public lands or real property, for the purposes of this section, shall be defined to mean and include, but not be limited to, public streets, roads, highways, swales, drainageways, alleyways and other rights-of-way, public parks, parkways, open spaces, conservation and preservation areas, recreational land and parking lots, including any buildings or structures located thereon.

(Code 1992, § 11-7; Ord. No. 34-87, § 1(16-15), 7-7-1987)

Secs. 11-7—11-30. - Reserved.

ARTICLE II. - SEXUAL OFFENDERS AND SEXUAL PREDATORS

Footnotes:
*--- (**2**) ---*
***State Law reference—** Florida Sexual Predators Act, F.S. § 775.21; residency restriction for persons convicted of certain sex offenses, F.S. § 775.215; registration of sexual offenders, F.S. § 943.0435 et seq.; notification upon release of sexual offenders, F.S. § 944.606 et seq.*

Sec. 11-31. - Findings and intent.

(a) Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders/predators are extremely likely to use physical violence and to repeat their offenses, and most sexual offenders/predators commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender/predator victimization to society at large, while incalculable, clearly exorbitant.

(b) It is the intent of this section to serve and to protect the town's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the town by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

(Code 1992, § 11-31; Ord. No. 43-06, §§ 2, 3, 8-15-2006)

Sec. 11-32. - 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:

Conviction means a determination of guilt which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. A conviction for a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Permanent residence means a place where a person abides, resides, or lodges for five or more consecutive days.

Private bus stop means a location where private school students from more than one residence are picked up and/or dropped off during transportation to and from a private school, including private day care centers.

Temporary residence means a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations in or out of this state, for a period of five or more days in the aggregate during any calendar year, and which is not the person's permanent address, or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state.

(Code 1992, § 11-32; Ord. No. 43-06, §§ 2, 3, 8-15-2006)

Sec. 11-33. - Prohibitions; exceptions; penalties.

(a) It is unlawful for any person who has been convicted of a violation of F.S. § 794.011 (sexual battery), F.S. § 800.04 (lewd or lascivious offenses committed upon or in the presence of a person less than 18 years of age), F.S. § 827.071 (sexual performance by a child), F.S. § 847.0135(5) (prohibited computer transmissions), or F.S. § 847.0145 (buying or selling minors), regardless of whether adjudication has been withheld, and in which case the victim of the offense was less than 16 years of age, (hereinafter referred to as sexual offender or sexual predator), to establish a permanent residence or temporary residence within 1,000 feet of any public or private school, designated public school bus stop or sign, private school bus stop (including day care centers) registered pursuant to section 11-34, public library, day care center, home-operated day care with a town business tax receipt, park, playground, community center, day camp, or other place where children regularly congregate.

(b) For purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer property line of the designated public school bus stop or sign, private school bus stop registered pursuant to this article, public library, day care center, park, playground, community center, day camp, or other place where children regularly congregate.

(c) *Exceptions.* A person residing within 1,000 feet of any school, public school bus stop or sign, private school bus stop registered pursuant to this article, public library, day care center, park, playground, community center, day camp, or other place where children regularly congregate, does not commit a violation of this section if any of the following apply:

(1) The person established the permanent residence prior to August 15, 2006.

(2) The person was a minor when he committed the offense and was not convicted as an adult.

(3) The person is a minor.

(4) The school, designated public school bus stop or sign, private school bus stop or sign, public library, day care center, park, playground or community day camp or other place where children regularly congregate within 1,000 feet of the person's permanent or temporary residence was opened and/or established after the person established the permanent or temporary residence.

(d) *Penalties.* A person who violates this section shall be punished by a fine not exceeding $500.00 or by imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment.

(Code 1992, § 11-33; Ord. No. 43-06, §§ 2, 3, 8-15-2006; Ord. No. 66-06, 12-19-2006; Ord. No. 8-20, § 2, 3-3-2020)

Sec. 11-34. - Annual registration of private school bus stops.

(a) The prohibition from establishing a residence near a private school bus stop as set forth in this article shall only apply to those private school bus stops that are registered with the town pursuant to this section.

(b) Any private school, including day care centers, that enrolls children within the town, may register the location of its bus stops with the town police department and may amend such registration by filing the locations, as amended, with the town manager. The registration, or amended registration, as applicable, shall be effective for a single school year from the date of filing through February 1 following the school year.

(Code 1992, § 11-35; Ord. No. 43-06, §§ 2, 3, 8-15-2006)

JUPITER POLICE DEPARTMENT

Donald Hennessy, Chief of Police

Trespass Notice
for Town Property

TRESPASS NOTICE				
Incident / Case #:	Date of Warning:	Time:		
Name of Person Warned:	Alias/AKA:	DOB:	Sex:	Race:
DL/ID #:	Address:			
Property / Location (Town Property):		Property Owner/Representative: **Town of Jupiter**		
Describe area covered:				
Issued By:	ID #:	Title/Rank:		

You are hereby WARNED and ADVISED that you are not permitted to enter upon, remain, or return to the above-described town-owned property without the express written consent of the Town of Jupiter or its authorized representative for the period specified herein. This Trespass Notice is issued under the authority of Florida Statutes §§810.08 and 810.09 and Town Code Section 11.7, and violation of this notice may result in arrest and prosecution for criminal trespass.

Reason for Notice:	
Effective Date:	Duration of Notice:

SERVICE / METHOD OF DELIVERY	
☐ Personally served to subject	☐ Posted on property (photo documentation required)
☐ Mailed to last known address	☐ Other (explain):

ACKNOWLEDGEMENT OF RECEIPT (if applicable)

I, _____ acknowledge that I have received and understand this Trespass Notice. I understand that entering or remaining on the described Town property after this Notice for the period specified herein may result in my arrest and prosecution under Florida law.

Signature of Recipient:	Date:	Time:
Officer/Witness Signature:	ID #:	

NOTES / REMARKS

LEGAL NOTICE

Under Florida Statute §810.09(1)(a), trespass on property other than a structure or conveyance occurs when a person willfully enters or remains on property without authorization, license, or invitation after being warned to depart or not to return. Once issued, this Notice remains in effect for the noted duration of the Notice or until rescinded in writing by the **Town of Jupiter** or its authorized representative.

Trespass Notice Appeal Process

Town of Jupiter - Code Compliance Division
196 Military Trail, Jupiter, FL 33458 • Phone: 561-741-2477
Office Hours: 8am-5pm Mon-Fri

1. **Appealing a trespass notice**
   If you received a trespass notice prohibiting you from returning to a Town of Jupiter property or other public property located within the Town, and you wish to appeal the notice, please follow the instructions outlined below and in Town Code Section 11-7.

2. **Contact the Code Compliance Office Within 10 Days of Receiving the Notice**
   Your request to appeal must be submitted in writing with a copy of your trespass notice to the Code Compliance Division within 10 days of receiving the notice. You can submit your request by mail or by visiting the Jupiter Police Department at 196 Military Trail, Jupiter, FL 33458.

3. **Provide Your Correct Mailing Address**
   You must provide your correct mailing address to staff so they can prepare a Notice of Hearing for you. The notice is sent by certified mail and requires a signature at the time of delivery or it is considered undelivered. If you prefer, you may come to the Jupiter Police Department to pick up the notice but you must call in advance to arrange for pick-up. You will be required to sign for the notice upon delivery and the signee must be 18 years of age or older.

4. **Scheduling a Hearing**
   Once we have obtained the required proof of delivery for the hearing notice provided to you, your case will be confirmed on the next available special magistrate hearing date. The hearings typically occur on the second Wednesday of every month at 10:00 am in the Town Council Chambers at 210 Military Trail, Jupiter, Florida 33458. However, a special magistrate hearing may be called before or after the next scheduled special magistrate hearing to hear an appeal of a Notice.

5. **Attendance at the Hearing**
   If you fail to appear at the scheduled hearing you requested, the magistrate will determine whether the Notice was properly administered based on the evidence presented during the hearing.

6. **Magistrate Ruling**
   The decision made by the special magistrate shall be considered final. Any further desire to appeal the decision made by the special magistrate must be filed in accordance with Florida law.

Click or tap here to enter text.

7. **Magistrate Order**
   A final order stating the magistrate's ruling will be provided to the respondent after the hearing, by certified mail or hand delivery, and any payment so ordered becomes due immediately to the Jupiter Police Department.

#7734083 v1 26503-00001

TOWN OF JUPITER
South Alternate A1A Irrigation Well Replacement

DATE	June 2, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Work Order No. 7 to Fierce Construction LLC (Contract EPW 2025-34D) for the South Alternate A1A Irrigation Well Replacement project in the amount of $84,036.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order No. 7 from Contract EPW2025-34D with Fierce Construction, LLC for the South Alternate A1A Irrigation Well Replacement in an amount not to exceed $84,036.

Work Order No. 7 authorizes Fierce Construction, LLC to complete the replacement of two irrigation wells serving the Town's South Alternate A1A corridor irrigation system and landscape areas. One well is located between Frederick Small Road and Donald Ross Road, and the second well is located between Three Palms Plaza and Admirals Cove Boulevard. The scope of work includes mobilization, abandonment of existing wells (as applicable), drilling and installation of new irrigation wells, installation of associated pumps and appurtenances, electrical connections, maintenance of traffic, and restoration of disturbed areas.

This work order will fall under an existing contract which has been reviewed by the Town Attorney for legal sufficiency.

ANALYSIS

Fierce Construction, LLC was awarded a continuing construction services contract (EPW2025-34D) by the Town Council in December 2025. Staff has determined that Fierce Construction, LLC is qualified to provide the necessary contracting services for South Alternate A1A Irrigation Well Replacement project.

Approval of this item will authorize the Town Manager to execute Work Order No. 7 with Fierce Construction, LLC in an amount not to exceed $84,036 for the South Alternate A1A Irrigation Well Replacement project.

STRATEGIC PRIORITY

- Manage Growth
- Mobility

ATTACHMENTS

1. Work Order

FUNDING SOURCE

Amount of this Request	$84,036	
Amount Approved in Budget	$85,000	Sources*: Landscape Maintenance 00132341-546007
Additional Funding Requested	$	Sources*:

For more information or copies of the attachments, please contact Michael Schneider at michaelsc@jupiter.fl.us or 561-741-2547.

CONTRACT #: 2025-34
CONTRACT NAME: General Contractor Continuing Services – Fierce Cor
WORK ORDER NO. 7
PROJECT NAME: A1A Irrigation Well Replacement

Pursuant to that certain Contract ("**Contract**") between the Town of Jupiter ("TOWN") and Fierce Construction LLC ("**Contractor**") dated December 2, 2025, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $84,036.62 all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	14 calendar days after issuance of required permits
Final Completion Time:	**30** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$**904.00 per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 2nd day of June 2026.

REVIEWED BY:

Edel Ortega
CEO / AMBR

George Dzama, P.E.
Director of Engineering & Public Works

TOWN OF JUPITER

Frank J. Kitzerow, MPA
Town Manager

Work orders $200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of the Town of Jupiter. **A certified copy of completed and recorded bonds must be delivered to and accepted by the TOWN prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the TOWN and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

Proposal 2612-2

Issue Date April 8, 2026
Expires June 25, 2026

PREPARED BY
Michael Giammalvo
Fierce Construction
(813) 539-7481
mike@fcgc-fl.com
753 Dakota Dr, Jupiter, FL 33458, USA

PREPARED FOR
Michael Schneider
Town Of Jupiter
(561) 741-2547
michaelsc@jupiter.fl.us
210 Military Trail, Jupiter, FL 33458, USA

PROPOSAL DETAILS
210 Military Trail, Jupiter, FL 33458, USA

Fierce Construction LLC shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to complete irrigation well replacement work along A1A for the Town of Jupiter in accordance with the requirements outlined in Scope Of Work provided by Town of Jupiter dated 02/18/26.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Utility Locates Obtain utility locates with 811	1 Lump Sum	$0.00	$0.00
General Conditions			$4,400.00
Protection Provide and maintain temporary protection measures for adjacent infrastructure, including installation of tree protection fencing around existing landscaping and implementation of precautions to protect existing underground utilities within the work area during construction activities.	1 Lump Sum	$2,500.00	$2,500.00
Project Management FCGC Project Management and Supervision	20 Hours	$95.00	$1,900.00
Maintenance of Traffic			$15,090.62
MOT Personnel At least one crew member holding valid FDOT Intermediate MOT certification	80 Hours	$65.66	$5,252.42
MOT Drawings Preparation of MOT plans	1 Lump Sum	$315.65	$315.65
MOT Equipment Provide MOT equipment sufficient to close (1) one lane of traffic 10 Work Zone Signs 40 FDOT Cones 1 Arrow Board 1 Deliver, Setup, and Pickup	10 Days	$852.26	$8,522.55
Permitting Fierce Construction Lump Sum for obtaining MOT Permits	1 Lump Sum	$1,000.00	$1,000.00
Utilities **Subcontractor's price per Well. (scope below): $27,350.00** **18% Markup (reflected in Unit Price): $32,273.00**			$64,546.00
Wells 6" Gravel Packed Irrigation Well Installation **Not To Exceed 150'** Additional well footage thereafter $153.40 per ft (if needed)	2 Each	$23,305.00	$46,610.00
Wells 6" Well Abandonment **Not To Exceed 100'** Additional Footage thereafter $17.70 per ft (if needed)	2 Each	$1,770.00	$3,540.00

Wells Furnish & Install 3" Drop Pipe 40' To Include 3" Brass Check Valve	2 Each	$1,416.00	$2,832.00
Wells Furnish & Install 6"X3" Well Seal	2 Each	$177.00	$354.00
Wells Well Hook Up **Not To Exceed 50'** Thereafter $29.50 per ft (if needed)	2 Each	$1,475.00	$2,950.00
Permitting South Florida Water Management Water Use Permit/Modification	2 Each	$1,180.00	$2,360.00
Trash Removal Removal of Debris/Drill Cuttings	2 Each	$1,770.00	$3,540.00
Mobilization	2 Each	$1,180.00	$2,360.00
		TOTAL	**$84,036.62**

NOTES:

1. This proposal includes one (1) lane closure and one (1) flagger/certified MOT personnel. If an additional lane closure or additional personnel are required, additional charges will apply at the rates listed above for each additional lane and/or person.
2. Work shall generally occur Monday through Friday between 9:00 AM and 4:00 PM.
3. We expect the work to take approximately 2 Weeks AFTER all permits are obtained.
4. Current scheduling time with our Well subcontractor is 7-8 weeks.
5. Minor trimming, if required to facilitate equipment access, will be handled as a field condition and addressed through a written change order if necessary.
6. Any additional work, unforeseen site conditions, or scope changes shall require a written change order prior to execution. As outlined in the contract, additions, deletions, or revisions to the work require written authorization, and no increase in contract price will be recognized without an executed change order.
7. The footage of the well line items are not to exceed the listed amounts. If additional footage is required, charges will occur at the rates listed above.

Down The Hole Testing &
Drilling, Inc.
PO Box 881496
Port St. Lucie, Fl 34988
772-321-7658 954-818-4269

Estimate

DATE	Bid #
3/9/2026	26058

Project Name
Fierce Construction 753 Dakota Drive Jupiter, Fl 33458 RE:Town Of Jupiter A1A & Donald Ross

DESCRIPTION	
(1) 6" Gravel Packed Irrigation Well Installation Up To 150'	19,500.00
Additional Well Footage Thereafter $130.00 per ft (if needed)	
Well Permit Fee(s)/Administrative Fee	250.00
(1) 6" Well Abandonment Up To 100' Additional Footage Thereafter $15.00 per ft (if needed)	1,500.00
Furnish & Install 3" Drop Pipe 40' To Include 3" Brass Check Valve	1,200.00
Furnish & Install 6"X3" Well Seal	150.00
Well Hook Up To 50' Included Thereafter $25.00 per ft (if needed)	1,250.00
Removal Of All Debris/Drill Cuttings	1,500.00
Mobilization Fee	1,000.00
South Florida Water Management Water Use Permit/Modification	1,000.00
Well Driller Cannot Guarantee The Water Quality Or Quantity Produced When A Well Is Installed However It Is Always Best Practice To Give You The Best Possible Job. It Is Important To Note Different Areas Produce Different Variations Of Water Quality And Quantity	
Well Contractor is not responsible for any damage to property such as but not limited to cracked driveways, lawn damage, including trees, sprinkler systems, gas lines, septic tanks, drain fields	
Due To The Rising Cost Of Materials & Supplies Prices Are Subject To Change And Are An Estimated Approximation Valid Only For 30 Days Additional Fees May Apply	
$75.00 Return Check Fee Applies To All Returned Checks	

Payment Is Due In Full Day Of Job Completion Via Cash Or Check Only

Total 27,350.00

MOTPlans.com Inc.
631 NE 45 Street
Oakland Park, Fl. 33334
Ph # 954-560-0450
Fax # 954-759-9186

Job # TOWN OF JUPITER
A1A WELL WORK

Proposed Duration: 10 Days | Estimated Labor: 80 Man Hours

# units	Description	U/M	Price	Total
10	Work Zone Signs	ED	$0.85	$8.50
40	FDOT Cones	ED	$0.60	$24.00
1	Arrow Board	ED	$45.00	$45.00
	Total Daily Rate			**$77.50**
10	**Daily Rate x 10 Days**	**DAY**	**$77.50**	**$775.00**
10	Initial Setup of Equipment - 9am (per day)	DAY	$300.00	$3,000.00
10	Pickup of Equipment - 4pm (per day)	DAY	$300.00	$3,000.00
80	Certified MOT Personnel (man hours)	HR	$52.00	$4,160.00
1	MOT Drawings	EA	$250.00	$250.00

Certified MOT personnel are $52.00 per man per hour.

Subtotal	**$11,185.00**
Sales Tax	**$756.20**
TOTAL PRICE	**$11,941.20**

**Flaggers not included. Post mounting of signs if required not included.*

**Pricing based on a 10-day duration and 80 estimated man hours of certified MOT personnel. Adjustments will be made if actual duration or labor differs.*

TOWN OF JUPITER
Purchase and Installation of Playground Equipment at Daily Park

DATE	June 2, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	**Resolution 55-26**, Approving an agreement with Creative Contracting Group for the purchase and installation of playground equipment at Daily Park in the amount of $760,095.

EXECUTIVE SUMMARY
Approval of Resolution 55-26 is requested authorizing the Mayor to execute an agreement with Creative Contracting Group for the purchase and installation of playground equipment at Daily Park in the amount of $760,095.

Daily Park, a small pocket park located in the Pine Gardens North neighborhood, is designated as a low to moderate-income neighborhood by the U.S. Department of Housing and Urban Development (HUD) and therefore qualifies for federal funds through the Community Development Block Grant (CDBG) program. A total of $250,275 in CDBG funds have been allocated by HUD for use on this project. Specific CDBG supplemental conditions were incorporated into the project's Request for Proposal (RFP), requiring the selected vendor to follow these conditions. The remaining project costs will be funded through the approved FY26 Playground Restoration Community Investment Program (CIP).

Competitive proposals were publicly solicited through EUNA OpenBids from qualified vendors. Four (4) proposals were received from the following vendors, along with their total project cost:

- Creative Contracting Group- $723,900
- Fierce Construction- $994,437
- Porto Construction- $855,060
- Rep Services, Inc.- $826,432

A selection committee met on May 19, 2026, to evaluate each proposal based on five (5) criteria: qualifications and team expertise; past relevant project performance; project understanding and approach; cost proposal; and quality assurance, warranty and support. During review of the proposal submitted by Rep Services, it was noted that their scope did not include the supplemental conditions required by HUD and was therefore disqualified. Creative Contracting Group ranked the highest overall based on the scoring criteria.

Sufficient funding is available within the FY26 Community Investment Program (CIP) under the Playground Restoration Program (Project No. R2202), which includes a total budget of

$2,800,000.

The selected contractor has verified their Experience Modification Rate (EMR) for the preceding three (3) years of 1.00 or below.

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

ANALYSIS

The Playground Restoration CIP supports the replacement of aging playground infrastructure to improve safety, accessibility, functionality, and overall level of service throughout the Town's park system. Many of the Town's existing playgrounds are approaching or exceeding their useful life and require reinvestment to incorporate modern amenities and meet community expectations.

Creative Contracting Group's proposal, totaling $723,900, includes removal of existing playground equipment; purchase and installation of new playground equipment, surfacing, shade structures, and pavilion; and all associated site work including fencing, sidewalks, landscaping and irrigation. A 5% contingency has been added for a total contract amount of $760,095.

Approval of Resolution 55-26 will allow the Mayor to execute contract PR 2026-005 with anticipated construction beginning in Summer 2026, and completion in Fall 2026.

STRATEGIC PRIORITY

- Unique, Small Town Feel
- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 55-26 and Contract
2. Creative Contracting Group Proposal
3. Bid Tabulation Summary
4. Daily Park Playground Renderings
5. Playground Restoration CIP
6. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$760,095	
Amount Approved in Budget	$2,800,000	Sources: 31032572-546002-R2202 Playground Restoration CIP
Additional Funding Requested	$0	Sources:

For more information or copies of the attachments, please contact Mike Hoffmann at MikeH@jupiter.fl.us or (561) 741-2471.

RESOLUTION 55-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT PR 2026-005 FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT DAILY PARK IN THE AMOUNT OF $760,095

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 Department of Parks and Recreation solicited proposals for the Daily Park Playground Improvements Project (RFP No. PR 2026-005) on EUNA OpenBids and on the Town's website; and

WHEREAS, the scope of work for Contract PR 2026-005 (Exhibit A) consists of the purchase and installation of playground equipment, amenities, playground surfacing, fabric shade structures, landscape, irrigation, and relevant site work; and

WHEREAS, pursuant to the established bid process, Creative Contracting Group was the most qualified, responsive, and responsible bidders to provide services required by the bid documents and subsequent contracts; and

WHEREAS, the Contractor has represented that it is able to satisfactorily provide the services and materials according to the terms and conditions of the Invitation to Bid; and

WHEREAS, evaluation of Creative Contracting Group's proposal deems it

acceptable for award of the contract; and

WHEREAS, the Town has budgeted these funds and a 5% contingency to fund the services, for a total of $760,095, to be provided as part of the Parks and Recreation Community Investment Plan (CIP) budget.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the contract with Creative Contracting Group on behalf of the Town.

Secition 3. Upon the acceptance and execution of this contract, Creative Contracting Group shall be responsible for carrying out all obligations which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

AGREEMENT BETWEEN TOWN AND CREATIVE CONTRACTING GROUP FOR DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

RFP NO. PR 2026-005

This Agreement ("Agreement") is made and entered into this 1st day of June, 2026, by and between the Town of Jupiter, Florida, a municipal corporation ("Town") with an address of 210 Military Trail Jupiter, FL 33458, and Creative Contracting Group ("Contractor") with an address of 3141 Fortune Way, Suite 16, Wellington FL 33414_.

1. CONTRACT DOCUMENTS

The contract documents shall mean and encompass the following:

1. This Agreement
2. RFP No. PR 2026-005 (Attachment 1)
3. Addenda (Attachment 2)
4. Contractor Proposal (Attachment 3)

2. SCOPE OF SERVICES

The Contractor shall provide all labor, materials, equipment, supervision, and services necessary to complete the Daily Park Playground Equipment and Installation Project ("Project") in accordance with the Contract Documents and all applicable federal, state, and local regulations. The work and services to be provided pursuant to this Agreement include, but are not limited to:

- Playground equipment and surfacing
- Shade structures and site furnishings
- Demolition and removal of existing improvements
- Pavilion removal and new pavilion construction
- Concrete slab, sidewalks, and flatwork
- Fencing, utilities, irrigation, and landscaping
- Permitting, inspections, and closeout

3. CONTRACT PRICE

The Town agrees to pay the Contractor a lump sum amount of: $760,095

This includes all labor, materials, equipment, permitting, and incidentals required for full project completion.

4. CONTRACT TIME; TIME IS OF THE ESSENCE

Work shall commence upon issuance of Notice to Proceed ("NTP") by the Town. Contractor shall achieve substantial completion 110 calendar days after issuance of the NTP by the Town. Contractor shall achieve substantial completion final completion 140 calendar days after issuance of the NTP. **Time is of the essence with respect to Contractor's obligations under this Agreement.**

Substantial completion shall mean the stage of the Work when, in the Town's opinion, the Work is sufficiently complete in accordance with the Contract Documents to be used for its intended purpose, notwithstanding minor incomplete or corrective items that do not materially impair such use. Substantial Completion requires that (a) systems affecting operational integrity are capable of continuous use, (b) applicable permits and regulatory approvals are obtained, and (c) life, health, and safety requirements are satisfied.

Final completion shall mean the time at which the Work has progressed to the point where, in the opinion of the Town, the Work has been completed in its entirety, fully satisfying Contractor's obligations under the Contract Documents (subject to surviving obligations) and therefore is ready for final payment.

5. PAYMENT

5.1 Payment Applications.

Contractor shall submit Applications for Payment to the Town no more frequently than monthly, covering Work and Services performed through the end of the preceding month. Each Application shall include a schedule of values and reasonable supporting documentation sufficient to verify the Work and Services completed, including lien releases, an affidavit of payment, and such other documentation as required by the Contract Documents. Submission of a complete Application for Payment shall be a condition precedent to payment.

The Town may, but is not obligated to, pay for properly stored materials if adequately documented and protected against loss and liens.

5.2 Retainage.

The Town shall withhold retainage in the amount of five percent (5%) of each progress payment, unless otherwise provided in the Contract Documents.

5.3 Review and Payment.

The Town shall review each Application for Payment within twenty (20) business days of receipt. The Town shall pay all undisputed amounts in accordance with applicable law, including the Florida Local Government Prompt Payment Act. If the Town determines that an Application is deficient, it shall provide written notice specifying the deficiencies and the action required to cure. Contractor may resubmit a corrected Application.

5.4 Disputed Amounts; Withholding.

The Town may withhold payment, in whole or in part, to the extent reasonably necessary to protect the Town from loss, including due to defective Work, liens or claims, failure to pay subcontractors, inability to verify Work, or other material noncompliance with the Contract Documents.

The Town shall pay all undisputed amounts and shall provide written notice of any disputed amounts and the basis for withholding. The parties shall work in good faith to resolve disputes promptly. Upon resolution, any amounts determined to be due shall be paid within a reasonable time consistent with applicable law. If the parties are unable to resolve the dispute, the parties may engage in non-binding mediation, with each party bearing half of the cost for mediation, or either party may file suit in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

6. CHANGE ORDERS

All changes, amendments or modifications to this Agreement must be authorized in writing by the Town.

7. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Furnish all equipment, tools, labor, and other necessary items for the performance of the Work and Services and shall perform the required Work and Services in a safe manner and according to commonly accepted and good construction practices;
- Be responsible to the Town for the acts, coordination and omissions of its subcontractors and suppliers and of persons either directly or indirectly employed by said subcontractor and suppliers, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement

shall create any contractual relationship between any subcontractor or supplier and the Town;

- Obtain all permits and comply with any applicable Federal, State, local and municipal laws, codes, and regulations in connection with the performance of the Work and Services;
- Maintain safety and site control, including management, coordination and supervision of all construction means, methods, techniques, sequences, and procedures for completion of the Work and Services;
- Coordinate inspections as requested by the Town;
- Provide CPSI-certified final inspection;
- Correct all deficiencies and punch-list items prior to Final completion and acceptance by the Town;
- Provide warranties as requested by the Town and maintenance of all documentation related to this Agreement and the Work and Services.

8. INSURANCE

The Contractor shall purchase and maintain insurance with the below minimum policy limits:

- General Liability: $1,000,000 / $2,000,000
- Auto Liability: $1,000,000
- Workers' Compensation (statutory)
- Professional Liability (if applicable): $1,000,000

The policies above shall name the Town of Jupiter, which shall include its Town Council, employees, agents, consultants, and contractors, as Additional Insured under the terms of the policy and shall be provided any Notice of Cancellation of any of the required policies. The Town does not represent that the insurance coverage and limits established in this Agreement necessarily will be adequate to protect Contractor or Contractor's interests. The limits are the minimum limits required by the Town, however, Contractor may acquire higher insurance limits. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary. Contractor shall furnish a copy of the certificate of all insurance policies within thirty (30) days of execution of this Agreement. Failure to maintain adequate insurance and policy limits shall

constitute a material breach of this Agreement subject to immediate termination of this Agreement without penalty to the Town.

9. BONDS

The Contractor shall furnish Payment and Performance Bonds, each in the amount of one hundred percent (100%) of the Contract Price, issued by a surety authorized to do business in the State of Florida and acceptable to the Town.

Bonds shall be submitted within ten (10) calendar days of Notice of Award of this Agreement and prior to issuance of the Notice to Proceed. For contracts exceeding $200,000, bonds shall be recorded in the Public Records of Palm Beach County, and a certified copy provided to the Town.

The bonds shall remain in full force and effect through final completion and final payment. Failure to provide required bonds in accordance with this section shall constitute grounds for withdrawal of award or termination.

10. INDEMNIFICATION

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

11. FEDERAL (CDBG) REQUIREMENTS

This project is funded in part by the Community Development Block Grant program and shall comply with all applicable federal requirements, including, but not limited to:

- Davis-Bacon Act
- Section 3 requirements
- 2 CFR Part 200
- Equal Opportunity provisions
- Build America, Buy America

12. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing work, providing supplies, or services under this Contract.

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

Failure to comply with this provision is a material breach of the Contract, and shall result in the immediate termination of the Contract without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the Town from entering in to a Contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest, or full ownership, held by a Foreign Country of Concern, or with a principal place of business in a Foreign Country of Concern, unless the entity provides the required affidavit.

By executing this Agreement, the Contractor certifies compliance with Section 287.138, Florida Statutes. The Town reserves the right to terminate this Agreement if the Contractor is found to have provided a false certification or otherwise violates the statute.

14. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to a Contract with a Contractor that is on any Scrutinized Companies list or engaged in prohibited business activities. By executing this Agreement, the Contractor certifies compliance and acknowledges that violation constitutes grounds for termination without liability to the Town.

15. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any portion thereof, without the prior written consent of the Town. Any attempted assignment or conveyance of this Agreement, or any portion thereof, without the written approval of the Town is null and void and has no force or effect.

The Contractor may not subcontract any portion of the Work or Services without prior written approval from the Town. Any subcontractor identified in the Contractor's Proposal is subject to Town approval.

The Contractor shall be fully responsible for the acts and omissions of its subcontractors and suppliers, and for ensuring that all subcontractors comply with all applicable requirements of this Agreement, including all federal, state, and local requirements.

16. AUDIT AND INSPECTOR GENERAL

The Town reserves the right to audit the records of the Contractor related to this Agreement at any time during the term of the Agreement and for a period of five (5) years following final completion.

The Contractor shall provide access to all records, documents, and financial information related to the Project upon request and shall cooperate fully with any audit conducted by the Town or its representatives.

The Contractor acknowledges that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement. The Contractor shall comply with all requests from the Inspector General and provide access to records and personnel as required.

Failure to cooperate with the Inspector General or to provide requested records shall constitute a material breach of this Agreement and may result in termination.

17. PUBLIC RECORDS

The Contractor shall comply with the provisions of Chapter 119, Florida Statutes, and Section 119.0701, Florida Statutes, relating to public records.

The Contractor shall:

Keep and maintain public records required by the Town to perform the services under this Agreement

Provide the Town, upon request, with a copy of requested records or allow inspection or copying within a reasonable time at a cost that does not exceed that allowed by law.

Ensure that public records that are exempt or confidential are not disclosed except as authorized by law.

Upon completion of the Agreement, transfer all public records to the Town at no cost, or maintain such records in accordance with applicable retention requirements.

All records stored electronically shall be provided in a format compatible with the Town's systems upon request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, CONTACT THE TOWN CLERK AT (561) 741-2752 OR TOWNCLERK@JUPITER.FL.US.

Failure to comply with this section shall constitute a material breach of this Agreement subject to immediate termination of the Agreement without penalty to the Town.

18. TERMINATION

18.1 For Cause

In the event that Contractor shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the Town shall give written notice to the Contractor, of the default and that action must be taken to correct the default within seven (7) calendar days thereof, and the default must be corrected to the satisfaction of the Town within ten (10) calendar days of such notice, unless a longer time is specified by the Town. In the event Contractor fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Town, the Town shall have all legal remedies available to it, including, but not limited to, termination of the Agreement, in which case, Contractor shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the Agreement.

In the event the Contractor defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the Town in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs, and all expenses, even if not taxable as court costs, including, at the State Court, Appellate Court, and in Bankruptcy Proceedings.

18.2 For Convenience

Notwithstanding any other provision to the contrary in the Contract Documents, the Town reserves the right at any time and in its sole and absolute discretion to terminate the services of the Contractor with respect to the Work and Services by giving written notice to the Contractor. In such event, the Contractor shall be entitled to, and the Town shall pay the Contractor for all Work and Services provided to the Town's satisfaction prior to the effective date of termination. However, the Contractor shall not be entitled to and agrees to waive any claim for its anticipated profits for any unperformed Work, nor

consequential, incidental, or special damages associated with the termination for convenience. Contractor's sole damages are limited to compensation for work performed satisfactorily through the termination date.

19. LIMITATION ON DAMAGES

In the event this Agreement is terminated for any reason by any party, whether with or without cause, by the Town or Contractor, as a matter of law or adjudicated by a Court, or for any other reason, Contractor shall not be entitled to and agrees to waive any claim for its anticipated profits for any unperformed Work, consequential, incidental, or special damages associated with the termination of this Agreement.

20. VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida for state court actions and the Southern District of Florida for federal court actions.

21. ENTIRE AGREEMENT

All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment, or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

22. NOTICES

All notices sent pursuant to this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the Town and the Contractor at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by giving the other party thirty (30) days' advance written notice.

23. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

24. WARRANTIES

All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound,

technically proficient, developed with structural integrity, and shall follow all governing laws, regulations, and applicable codes. The Contractor warrants all Work against defects for a period of two (2) years from the date of acceptance by the Town.

If defects are identified during the warranty period, the Contractor shall repair or replace the defect and cure such defect within forty-eight (48) hours of receipt of written notice from the Town. Contractor shall warrant such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Contractor's failure to timely cure such defects may result in the Town's notice to Contractor's surety, or other legal action.

For all equipment that has a manufacturer's warranty, Contractor shall assign such warranty to the Town. The manufacturer's warranty period shall be concurrent with the Contractor's warranty to the Town. If the equipment manufacturer or supplier is unwilling to provide such a warranty, Contractor shall obtain a two (2) year warranty commencing at the time of acceptance of the completed work by the Town.

25. ATTORNEYS' FEES

In the event either party initiates a lawsuit regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs for all fees incurred whether presuit, during litigation, on appeal or in seeking entitlement to and amount of attorneys' fees and costs.

IN WITNESS WHEREOF, the TOWN and the CONTACTOR have executed this Agreement as of the last date written below.

ATTEST:

By: _____
Merriane Lahmeur, Town Clerk

(TOWN SEAL)

TOWN OF JUPITER, FLORIDA

By: _____
Jim Kuretski, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CREATIVE CONTRACTING GROUP

By:_____
Lisa Addis, Vice President

#7854949 v1 26503-00001

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Letter of Introduction and Executive Summary

E & F Florida Enterprises Inc. D/B/A Creative Contracting Group (CCG) is a full-service general contracting company, serving municipalities, residential, and commercial clients in South Florida. Established in 2003 by owner, Lisa Addis, CCG is a family run business that implements highly-personalized service as the hallmark of the firm. Lisa and her construction managers have over 80 years of combined experience. They are constantly reeducating themselves both through classrooms and in the field. We have completed thousands of contracts without any client ever being left unsatisfied. We have recently completed building a 1.75-acre park in Tequesta from scratch. We have a highly skilled crew and top-notch subs that can handle everything on this RFQ.

We have worked with numerous municipalities on all types of projects. We have worked at highly secured areas and sensitive landmarks as well. We have a highly experienced office staff that includes a project coordinator that works with the municipalities directly. He is with the bidding process from beginning to end. He will be available for all meetings and assist with any document requests, material questions, changes, or emergencies. We will have a project manager and a foreman assigned to every project as well. This insures prompt service, complaint resolution, effective employee performance, safety, and timely completion.

We are fully confident that we can provide all the services needed for this RFP. We have the experience, qualifications, resources, references, and dedication to quality work and performance that is necessary for this project. We are fully committed to this opportunity and are looking forward to working with on this RFP.

Our staff:

Lisa Addis, Vice President, Certified General Contractor. cell 561-876-2860.
creativecontractor@comcast.net

Edmond D'eusanio, Project Manager, has been with company since its's inception and has over 30 years construction management experience. cell 561-718-7568. eddiepavers@gmail.com

Frank Addis, Project Manager, has over 23 years construction management experience as well as years of prior experience in the NYC Roofers Union. cell 561-306-5390. Frank197011@gmail.com

Project Coordinator, Joseph Patalano. He will be the direct contact for your agency during the projects. Besides handling the paperwork, he works closely with the entire staff to make sure everything runs smoothly. cell 561-291-1665. jepsales@comcast.net

Our normal business hours are Monday through Friday 7am to 5pm. Saturdays 7am to 2pm. We are available to adjust these hours in any way necessary if needed. We are available 24/7 for any emergencies.

We are licensed and registered to business in Florida (See attachments)

We were incorporated 10/09/2003

Thanks,

Lisa Addis V.P.

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. I hereby propose to furnish the services specified in the RFP. Furthermore, I agree to abide by all conditions of this RFP. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; no officer, employee or agent of the Town of Jupiter or of any other Proposer interested in the Proposal; and that the undersigned executed this Proposal's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

CREATIVE Contracting Group
NAME OF BUSINESS

BY: [signature]
SIGNATURE

LISA Addis, V.P.
PRINTED NAME AND TITLE

3141 Fortune Way S-16
MAILING ADDRESS

Wellington FL 33414
CITY, STATE, ZIP CODE

561-333-1445
TELEPHONE NUMBER

creativecontractor@comcast.net
E-MAIL ADDRESS

Subscribed and sworn to before me, by means of ☑ physical presence or ☐ online notarization this 13 day of MAY, 2026 by LISA Addis of CREATIVE Contracting Group, who [ ] is personally known to me or [ ] has produced N/A as identification and who did (did not) take an oath.

Notary Seal

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 794760
My Comm. Expires May 15, 2030
Bonded through National Notary Assn.

[signature]
NOTARY PUBLIC

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

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CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Company Qualifications & Team Expertise

E & F Florida Enterprises Inc. D/B/A Creative Contracting Group (CCG) is a full-service general contracting company, serving municipalities, residential, and commercial clients in South Florida. Established in 2003 by owner, Lisa Addis, CCG is a family run business that implements highly-personalized service as the hallmark of the firm. Lisa and her construction managers have over 80 years of combined experience. They are constantly reeducating themselves both through classrooms and in the field. We have completed thousands of contracts without any client ever being left unsatisfied. We successfully completed numerous projects involving parks including constructing a 1.75-acre park in Tequesta from scratch. We have a highly skilled crew and top-notch subs that can handle everything on this RFQ.

We have worked with numerous municipalities on all types of projects. We have worked at highly secured areas and sensitive landmarks as well. We have a highly experienced office staff that includes a project coordinator that works with the municipalities directly. He is with the bidding process from beginning to end. He will be available for all meetings and assist with any document requests, material questions, changes, or emergencies. We will have a project manager and a foreman assigned to every project as well. This insures prompt service, complaint resolution, effective employee performance, safety, and timely completion.

Our staff:

Lisa Addis, Vice President, Certified General Contractor. cell 561-876-2860. creativecontractor@comcast.net

Edmond D'eusanio, Project Manager, has been with company since its's inception and has over 30 years construction management experience. cell 561-718-7568. eddiepavers@gmail.com

Frank Addis, Project Manager, has over 23 years construction management experience as well as years of prior experience in the NYC Roofers Union. cell 561-306-5390. Frank197011@gmail.com

Project Coordinator, Joseph Patalano. He will be the direct contact for your agency during the projects. Besides handling the paperwork, he works closely with the entire staff to make sure everything runs smoothly. cell 561-291-1665. jepsales@comcast.net

We have 3 foreman and 13 skilled craftsmen that meet with the Project Managers every morning to discuss the day's work.

We have numerous skilled and dedicated subcontractors that we have been working with for up to 20 years.

We have an office manager, Rose, 561-333-1445, to help with any clerical needs.

Our normal business hours are Monday through Friday 7am to 5pm. Saturdays 7am to 2pm. We are available to adjust these hours in any way necessary if needed. We are also available 24/7 for any emergencies.

We have a large yard in WPB that stores all our trucks, machines, tools, equipment, supplies, etc.

We are licensed, insured, and registered to business in Florida (See attachments)

We were incorporated 10/09/2003

We will be using Advanced Recreational Concepts / Play Space Services to supply and install the playground. They are experts in this industry and have a Certified Playground Safety Inspector (CPSI) under contract.

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

ATTACHMENT A

PROPOSAL RESPONSE FORMS

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	CREATIVE Contracting Group.
Principal Contact Person:	Lisa Addis
Address 1:	3141 Fortune Way S-16
Address 2:	Wellington FL 33414
Address 3:	S/A/A.
Telephone:	561-333-1445
FAX:	561-333-7894
E-mail:	creative contractor @ comcast.net
Name of Individual Project Manager:	Frank Addis
Telephone:	561-306-5390
E-mail:	Frank197011 @ gmail.com.
Location of Project Office:	S/A/A

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

SUBMITTED BY Creative Contracting Group

CIRCLE ONE: (CORPORATION) / PARTNERSHIP / INDIVIDUAL / OTHER

NAME Lisa Addis

ADDRESS: 3141 Fortune Way S-16 Wellington FL 33414

TELEPHONE NO. 561-333-1445

FAX NO. 561-333-7894

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is: E + F Florida Enterprises Inc.

   The address of the principal place of business is: 3141 Fortune Way S-16
   Wellington FL 33414

2. If Proposer is a corporation, answer the following:
   a. Date of Incorporation: 10/09/2003
   b. State of Incorporation: Florida
   c. President's name: N/A
   d. Vice President's name: Lisa Addis
   e. Secretary's name: Frank Addis
   f. Treasurer's name: N/A
   g. Name and address of Resident Agent: Lisa Addis
      3141 Fortune Way S-16 Wellington FL 33414

3. If Proposer is an individual or a partnership, answer the following:
   a. Date of organization:
   b. State whether general or limited partnership: N/A
   c. Name, address and ownership units of all partners:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. See next page.

6. How many years has your organization been in business under its present business name?
   a. Under what other former names has your organization operated?
   22.5 years.
   Creative Contracting Group, Creative Pavers.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration. Florida Certified General Contractor CGC1513410
   See attached Lic.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
   NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary). See attached Resumes.

10. State the name of the individual who will have personal supervision of the work:
    Frank Addis, Project Manager.

11. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years. NONE.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G14000016274

Fictitious Name: CREATIVE CONTRACTING GROUP

FILED
Mar 01, 2019
Secretary of State
G19000029069

Current Mailing Address:

4210 SEA MIST WAY
WELLINGTON, FL 33449

New Mailing Address:

4210 SEA MIST WAY
WELLINGTON, FL 33449 US

Current County of Principal Place of Business:

PALM BEACH

New County of Principal Place of Business:

Current FEI Number:

20-0261053

New FEI Number:

Current Owner(s):

Document #: P03000112054 ( ) Delete
FEI #: 20-0261053
Name: E&F FLORIDA ENTERPRISES, INCE
Address: 3141 FORTUNE WAY, SUITE 16
City-St-Zip: WELLINGTON, FL 33414

Additions/Changes to Owner(s):

Document #: ( ) Change ( ) Addition
FEI #:
Name:
Address:
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

LISA ADDIS
Electronic Signature(s)

03/01/2019
Date

Certificate of Status Requested (X) **Certified Copy Requested ( )**

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ADDIS, LISA MARIE

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/12/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ACRISURE®

July 3, 2025

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is United States Fire Insurance Company which carries an A.M. Best Rating of A XIII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $1,000,000 for a single bond and $3,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

Lisa Addis

4310 Sea Mist Way
Wellington, Fl 33449
(561)-333-1445
lisaaddis@comcast.net

Vice President of Creative Contracting Group with a 21-year record of success overseeing all phases of the day to day operations of the company. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Vice President, October 2003 – Present

- Manage and strengthen relationships with clients, architects, engineers, building officials and bank representatives
- Supervise and motivate team of employees and subcontractors
- Payroll and Budgeting
- Expert efficiency with reading blueprints, building codes, and permits
- Manage and conduct meetings with clients and product representatives
- Manage materials and maximize resources
- Site Safety / OSHA Compliance
- Manage project timelines and contract negations
- Bidding / Estimating / Proposals

Licenses

FLORIDA CERTIFIED GENERAL CONTRACTOR

FLORIDA CERTIFIED REAL ESTATE BROKER

Frank Addis

11376 Regatta Ln
Wellington, Fl 33449
(561)-306-5390
frank197011@gmail.com

Construction manager with a 21-year record of success overseeing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Operations Supervisor, October 2003 – Present

- Construction / Demolition Projects
- Home Improvement Projects
- Site Safety / OSHA Compliance
- Change Order Management
- Budgeting & Cost Controls
- Bidding / Estimating / Proposals
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

Edmond D'Eusanio

11201 Pine Valley Dr
Wellington, Fl 33414
(561)-718-7568
eddiepavers@gmail.com

Construction operations manager with a 26 year record of success overseeing all phases of construction projects and sales. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Operations and Sales Supervisor, October 2003 – Present

- Establishes Relationships with Property Management Companies
- Bidding / Estimating / Proposals
- Budgeting & Cost Controls
- Site Safety / OSHA Compliance
- Change Order Management
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

Joseph Patalano

11144 Marina Bay Rd
Wellington, Fl 33449
(561)-291-1665
jepsales@comcast.net

Project Coordinator with a 10 year record of success managing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Project Coordinator, October 2013 – Present

- Direct Liaison Between Outside Agencies and our Staff
- Bidding / Estimating / Proposals
- Change Order Management
- Budgeting & Cost Controls
- Preparing Project Initiation Documentation
- Preparing Progress Reports
- Site Safety / OSHA Compliance

FLORIDA EASTCOAST RAILROAD POLICE
Supervisor, March 2010 –October 2013

NEW YORK CITY POLICE DEPARTMENT
Sergeant, September 2000 –July 2008
Police Officer. July 1988- September 2000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2026

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

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

PRODUCER Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426	CONTACT NAME: Ginger Sissom PHONE (A/C, No, Ext): (561) 736-6022 FAX (A/C, No): (561) 736-6052 E-MAIL ADDRESS: ginger@insuredchoice.com
INSURED E & F Florida Enterprises Inc dba Creative Contracting Group # CGC 1513410 3141 Fortune Way, Suite 16 Wellington FL 33414	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : JAMES RIVER INS CO 12203 INSURER B : JAMES RIVER INS CO 12203 INSURER C : HOMELAND INSURANCE COMPANY OF NEW YO 34452 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		00115201-5	04/05/2026	04/05/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,00 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			00153583-2	04/05/2026	04/05/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Pollution Liability			793014274 0000	06/26/2025	06/26/2026	General Aggregate Each Pollution Conditi Liability Aggregate	1,000,000 1,000,000 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ginger Sissom

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

E&FFL-1

OP ID: NT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2026

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

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

PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC 561-392-3300	CONTACT NAME: Cspeo Consulting LLC PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL ADDRESS: certs@workerscompgroup.com
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : FCBI Fund — 15764 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☐ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
	AUTOMOBILE LIABILITY							
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS							
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							
	☐ UMBRELLA LIAB ☐ OCCUR							
	☐ EXCESS LIAB ☐ CLAIMS-MADE							
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			10606797703	04/16/2026	04/16/2027	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

PROOFOF

Proof of Insurance Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2024

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

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

PRODUCER
Floridian Coastline Group
2450 E Commercial Blvd
Suite 203
Ft Lauderdale FL 33308

CONTACT NAME: Ana Grajales
PHONE (A/C, No, Ext): (954) 302-4531 **FAX (A/C, No):** (954) 692-3941
E-MAIL ADDRESS: ana@floridiancoastline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
E&F FLORIDA ENTERPRISES, INC
DBA CREATIVE CONTRACTORS GROUP
3141 FORTUNE WAY STE 16
WELLINGTON FL 33414

COVERAGES **CERTIFICATE NUMBER:** CL16122103216 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS			BA-6N351568	10/03/2025	10/03/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							UM	$ 500,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Juan Carlos Cruz/ANA

ACORD 25 (2014/01)
NS025 (201401)
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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353_
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
3141 fortune WAY BAY 16
WELLINGTON FL 33449

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	ADDIS LISA M	CGC1513410	B25.618353 7/7/2025	27.50	B40136852

This document is valid only when receipted by the Tax Collector's Office.

E AND F FLORIDA ENTERPRISES INC
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY BAY 16
WELLINGTON FL 33449

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201465581
EXPIRES: 9/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Past Relevant Project Performance

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

PROPOSER REFERENCES

CREATIVE Contracting Group.

Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services). The Town may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

Excellent: Frequently exceeds client reference's specifications/requirements

Good: Meets client reference's specification/requirements.

Poor: Frequently does not meet client reference's specifications / requirements

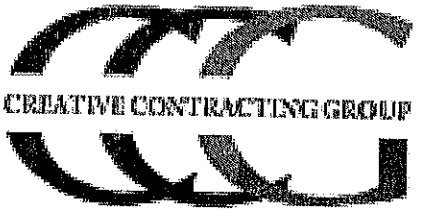
1. CUSTOMER NAME:	Village of Tequesta.
CUSTOMER LOCATION:	136 Bridge Rd Tequesta FL.
POPULATION, if Government:	6,160
CUSTOMER CONTACT PERSON:	Doug Chambers
CUSTOMER PHONE NUMBER:	561-768-0483
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	dchambers@tequesta.org.
PROJECT DESCRIPTION:	Built A 1.75 acre Park From Scratch.
2. CUSTOMER NAME:	Village of North Palm Beach
CUSTOMER LOCATION:	650 Prosperity Farms Rd NPB FL
POPULATION, if Government:	13,160
CUSTOMER CONTACT PERSON:	Jamie Mount
CUSTOMER PHONE NUMBER:	561-296-1077
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	Jmount@village-npb.org.
PROJECT DESCRIPTION:	Anchorage Park renovations
3. CUSTOMER NAME:	TOWN of Lake Clarke shores

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

CUSTOMER LOCATION:	1701 Barbados Rd Lake Clarke Shores FL
POPULATION, if Government:	3,560
CUSTOMER CONTACT PERSON:	Joseph Lobello
CUSTOMER PHONE NUMBER:	561-964-1515 ext 119
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	JLobello@lakeclarke.org.
PROJECT DESCRIPTION:	Built four new pickleball courts and surroundings improvements.
4. CUSTOMER NAME:	Town of Lake Park.
CUSTOMER LOCATION:	535 Park Ave Lake Park FL
POPULATION, if Government:	9,050
CUSTOMER CONTACT PERSON:	John Willie
CUSTOMER PHONE NUMBER:	561-881-3345 ext 647
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	Jwillie@lakeparkflorida.gov
PROJECT DESCRIPTION:	Built new park from scratch (7th St Pocket Park)
5. CUSTOMER NAME:	Bellaggio Residents Association
CUSTOMER LOCATION:	6525 Bellaggio Lakes Blvd Lake Worth FL
POPULATION, if Government:	N/A
CUSTOMER CONTACT PERSON:	Danika Dhanassar
CUSTOMER PHONE NUMBER:	561-439-8211
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	ddhanassar@castlegroup.com
PROJECT DESCRIPTION:	Built Pickleball, Tennis, Bocce courts,

* numerous park related projects for Town of Jupiter
Scott Isberner, scotti@jupiter.fl.us 561-741-2281

* Hundreds of projects + references available upon request.



3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

REFERENCES

Village of Tequesta / 136 Bridge Rd. Tequesta, Fl / Remembrance Park / Doug Chambers / 561-768-0483 / dchambers@tequesta.org / $1,176,900 / Constructed a new park from scratch / Completed July 2025

Village of North Palm Beach / 650 Prosperity Farms Rd NPB Fl / Anchorage Park / Jamie Mount / 561-296-1077 / jmount@village-npb.org / $415,909 / Parking lot, fencing, etc. / completed May 2025

Village of Palm Springs / 226 Cypress Ln, Palm Springs Fl / Village Hall N Flex Space Buildout / Andrew Klausner / (561) 584-8200,8721/ aklausner@vpsfl.org / $309,300 / 2023 / Pathway Way Park, $512,510, 2022 / Numerous other projects

Bellagio Resident's Ass. 6525 Bellagio Lakes Blvd. Lake Worth Fl 33467/ Davika Dhanassar / 561-439-8211 / ddhanassar@castlegroup.com / complete clubhouse renovation and restaurant addition /$547,426 / Pickleball courts 2021 / numerous other projects since 2008

Town of Jupiter / Scott Isberner / 561-741-2281 / scotti@jupiter.fl.us / JCP and ACP Tennis courts and pickleball conversion / $349,500 / 2024 / Jupiter Love St / $407,700 / 2020/ North and south pods $274,743 2021 and numerous projects since 2018

Town of Lake Clarke Shores / Joseph Lobello / Town Manager / 561-964-1515 ext 119/ jlobello@lakeclarke.org / new Pickleball court, lighting, pavers, etc / completed 11/3/2023 / $214,200

Palm Springs Public Works / Greenbrier Entrance Way / Felipe Lofaso / 561-352-5631 / lofaso@vpsfl.org / completed 2026 / $1,059,900.

Dan Chase Development Inc / Dan Chase / 561-718-0747 / Additions / numerous projects since 2010

Huntington Lakes Development / / Suzi Holmes / suzih@hlidelray.com / 561-542-8239 / Constructed a new Guard House / 2023/ Pickleball courts/ roofs/ numerous projects since 2012

City of Lake Worth Beach / Shannon Garcia / sgarcia@lakeworthbeachfl.gov/ 561-586-1720 / 1749 3rd Avenue South / Memorial Park Renovations / $339,300 / 2024 /Warehouse to Office Conversion / $228,500 / 2021

Town of Lake Park / John Willie / 561-881-3345 ext. 647/ jwille@lakeparkflorida.gov / 7th St Pocket Park / $174,910 / 2023

Village of Wellington Dept of Economic Sustainability / Gloria Kelly / 561-791-4105 / numerous projects on homes for past six years

Constructed (2) Chris Taverna Restaurants and numerous additions in Lake worth and Boynton beach / Chris Charoudis / 561-602-5382.

Gilman Residence / 13588 Paisley dr. Delray Beach Fl / Lori Gilman / 917-913-7970 / noahlucky@aol.com. / Addition and renovation / $214,295 / 3/2024

Liebman residence / 2717 Eleanor Way Wellington Fl / Lisa Liebman / 561-676-3380 / justbounceinc1@yahoo.com / Home renovation / $239,017/ 6 / 2024

Zito Residence / 13076 Meadow breeze dr. Wellington Fl / Joseph Zito / 561-876-6742 / 01joezito@gmail.com / Addition and renovation / $158,900 / 03/ 2023

Medivalue LLC, 3381 Fairlane Farms Rd. Wellington Fl 33414 / Tiffany Rodriguez / trodriguez@ctcpharmacy.com / 561-350-3961 / Complete remodel of 8,000 feet office space / $110,230

Village of Wellington / Marco Roselli / 561-791-4127/ mroselli@wellingtonfl.gov / numerous projects since 2018

Buena Vida HOA / Kerri Deily / 561-422-9191 ext 260/ kdeily@castlegroup.com / Pickleball courts/ 2022 and numerous other projects since 2015

Palm Beach County Housing Authority / **LaQuavial Pace / 561-396-7808 / lpace@pbchafl.org /** numerous projects since 2019

Valencia Pointe HOA/ Megan Talbott / 561-424-9478 / mtalbott@castlegroup.com numerous projects since 2017

Isles at Wellington HOA / Bob Winterfelt / 561-632-8129 / bob@unitedcommunity.net / numerous projects since 2010

Baywinds HOA, WPB / Matt Ball / 561-791-3155 /mball@castlegroup.com / numerous projects since 2008

Polo Club, Wellington/ Erica Long / 561-351-6146/ erica@jdmpm.com / Hurlingham Restoration project / 2023/ $287,600.

Broward County Housing Authority / Highland Gardens Complex / 331 NE 48th St. Deerfield Beach / Derrick Morgan / 954-275-6408 / dmorgan@bchafl.org /

City of Lauderdale Lakes / Robin Sooden / 954-535-2758 / RobinS@lauderdalelakes.org / numerous projects since 2018

Institute for Women's Heath, 5507 South Congress Ave Atlantis, Fl / Madeline Christopher / 561-548-3625 / Complete remodel of 6,500 feet office space in 2018 / $262,420

Palm Beach County Dept of Economic Sustainability / Mani Berjano / 561-233-3682 / numerous projects since 2013

Edith Steinhouse 9834 San Luca St. Lake Worth Fl 33467 / 732-261-2458 / epsrwc@comcast.net / Complete rehab of entire home including roof from just block due to fire / completed in 2017 / $276,700

Hundreds of other projects and references available upon request.

Thanks, Lisa Addis V.P.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Experience with federally funded or grant-funded projects

Creative Contracting Group has extensive experience working with federally funded or grant-funded projects over the past 22 years. We are familiar with the compliance with applicable requirements such as Davis-Bacon and Related Acts, Section 3 of the Housing and Urban Development Act, Equal Opportunity and Non-Discrimination requirements.

We have successfully completed numerous Davis-Bacon projects within Palm Beach and Broward Counties including such agencies as Broward County Housing Authority, Lake Worth Beach, Palm Springs, Lantana, and West Palm Beach.

We have successfully completed hundreds of projects with Section 3 of the Housing and Urban Development Act, Equal Opportunity and Non-Discrimination requirements including such agencies as Palm Beach County Housing Authority, Palm Beach County Dept of Economic Sustainability, Village of Wellington Dept of Economic Sustainability, Riviera Beach CRA, amongst numerous other municipalities.

We are also Women Owned and Small Business Certified.

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

Attachment B

CDBG/HUD/Federal Requirements

CDBG Project Sign Requirements
The CDBG project sign (shown in the example on the next page) is required for projects involving construction (including new construction; roadway and building/structural expansion, renovation and/or rehabilitation; site demolition/clearance; environmental remediation; and similar activities). The sign must be erected at or near the site of construction,* in accordance with the specifications below.

Specifications

- Sign dimensions: 4 feet by 8 feet
- The smallest print must be readable from 50 feet away
- Must be on plywood panel (APA Rated A-B grade- Exterior)
- Must be high quality, professional-grade sign (i.e., paper taped to plywood board is not acceptable)
- Generally, must be erected outdoors and weatherproofed for outdoor posting

Sign must include:

- The Town's name
- Title of Project
- Reference to CDBG Program and Funding Sources (U.S. Department of Housing and Urban Development and Town of Jupiter)
- Must be on White background
- All other text on the sign must be in BLACK font

*Generally, one sign is required per project. If the project involves multiple phases, more than one sign may be needed to ensure a CDBG project sign remains posted for each phase of the project. If a project involves construction at multiple locations, the CDBG project sign should be erected at the site in the highest traffic area where the most residents are likely to see it, or at a central location between all of the construction sites (in a high-traffic area when practical). All project locations should be listed as part of the Project Title on the sign when practical.

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

Town Logo (larger than the other logos)

EQUAL HOUSING OPPORTUNITY

PROJECT NAME

CONTRACTOR

This project is funded by Community Development Block Grant (CDBG) administered by the Town of Jupiter's and financed by the U.S. Department of Housing and Urban Development (HUD) and the Town of Jupiter

Equal Opportunity Employer

WOMAN OWNED BUSINESS CERTIFICATION

The City of West Palm Beach's Minority/Women Business Program

Certifies that

CREATIVE CONTRACTING GROUP

Has met the necessary requirements for certification as a Woman Owned Business under the Minority/Women Business Program as prescribed by the City of West Palm Beach's Ordinance Number 4679-18

The following List of Services and/or Product are covered under this certification:

* * * *

- Construction Services, General

* * * *

Issued by the City of West Palm Beach for a three-year period March 4, 2025 to March 3, 2028

Certificate Vendor Number: 1057134

Frank Hayden
Procurement Official

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

CREATIVE CONTRACTING GROUP

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:

* * * *

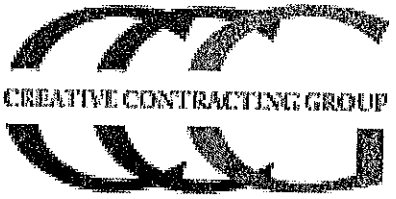
- Construction Services, General

* * * *

Issued by the City of West Palm Beach for a three-year period March 4, 2025 to March 3, 2028

Certificate Vendor Number: 1057134

Frank Hayden
Director Office of Equal Opportunity



3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

CCG Daily Quality Control Program

1. Ensure weather conditions are safe and won't impede scheduled work
2. Ensure job sites physical conditions are clean and safe from previous work day.
3. Ensure all project personnel are on site
4. Ensure all equipment is safe and operational
5. Ensure all work from previous day is completed and correct
6. Ensure all materials needed for the day are available
7. Ensure all materials are correct
8. Ensure all scheduled deliveries are on schedule
9. Ensure all subcontractors are present or on schedule
10. Ensure all inspections scheduled are on time and understood
11. Ensure all safety procedures are in effect
12. Ensure all communications are understood and operational
13. Ensure all personnel understands the days tasks
14. Periodically ensure all the days tasks are performed correctly
15. Prepare the following days schedule and tasks
16. Ensure the job site is clean, safe, and secure at end of day

Thanks,

Lisa Addis V.P.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Project Understanding and Approach

Creative Contracting Group has a great understanding of the project scope and does not project any challenges or risks. We have been in business for 22 years and have successfully completed numerous similar projects with this scope of work. Our experienced sub is prepared to utilize the Town's provided design as the basis for construction and are experts with permitting procedures and overall installation. They implement the latest and industry standards of methodology and comply with applicable safety standards (ASTM, CPSC, ADA). They have already proposed enhancements that maintain the design intent while improving play value or inclusivity. We are completely confident we can handle this project in a timely and professional manner without incident.

We are a family run business that implements highly-personalized service as the hallmark of the firm. Lisa and her construction managers have over 80 years of combined experience. We have successfully worked with over 30 different municipalities and never had any negative results.

We have multiple municipalities that have awarded us numerous different projects over numerous years. We have proven system that we have implemented with similar projects of this scope. Our foreman and our skilled craftsman work in unison every day to complete the work. We do our own demo and hauling on a daily basis. We align the testing and inspections as we go along. We do not jump from one project to another. Once we start, we are there every day to the project is completed. This ensures that everything works like a well-oiled machine and the project is completed on time.

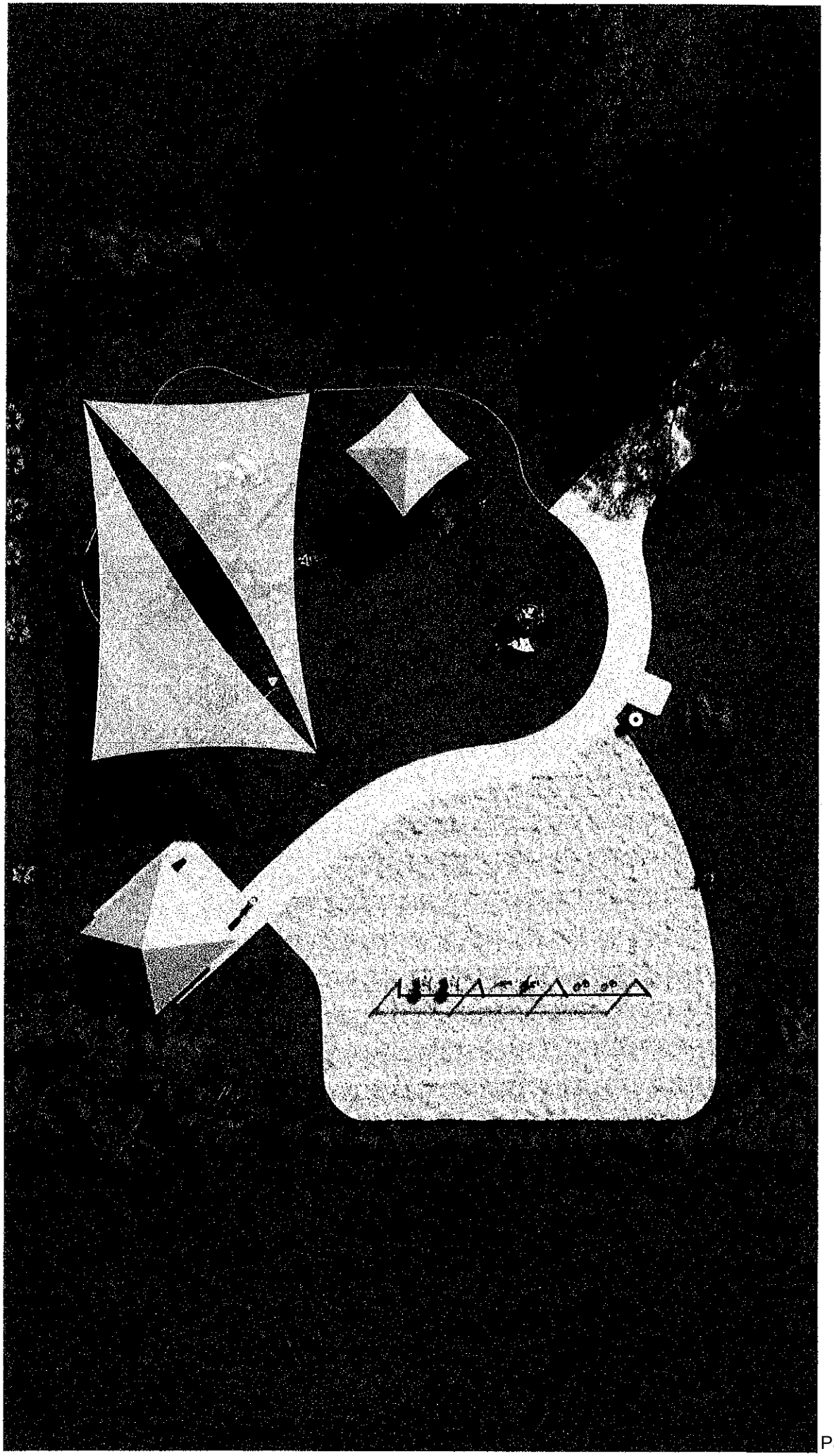
You can contact Frank Addis, Project Manager, Owner, 24/7 at 561-306-5390 for any emergency response that is needed. Frank will respond immediately and handle the manner asap.

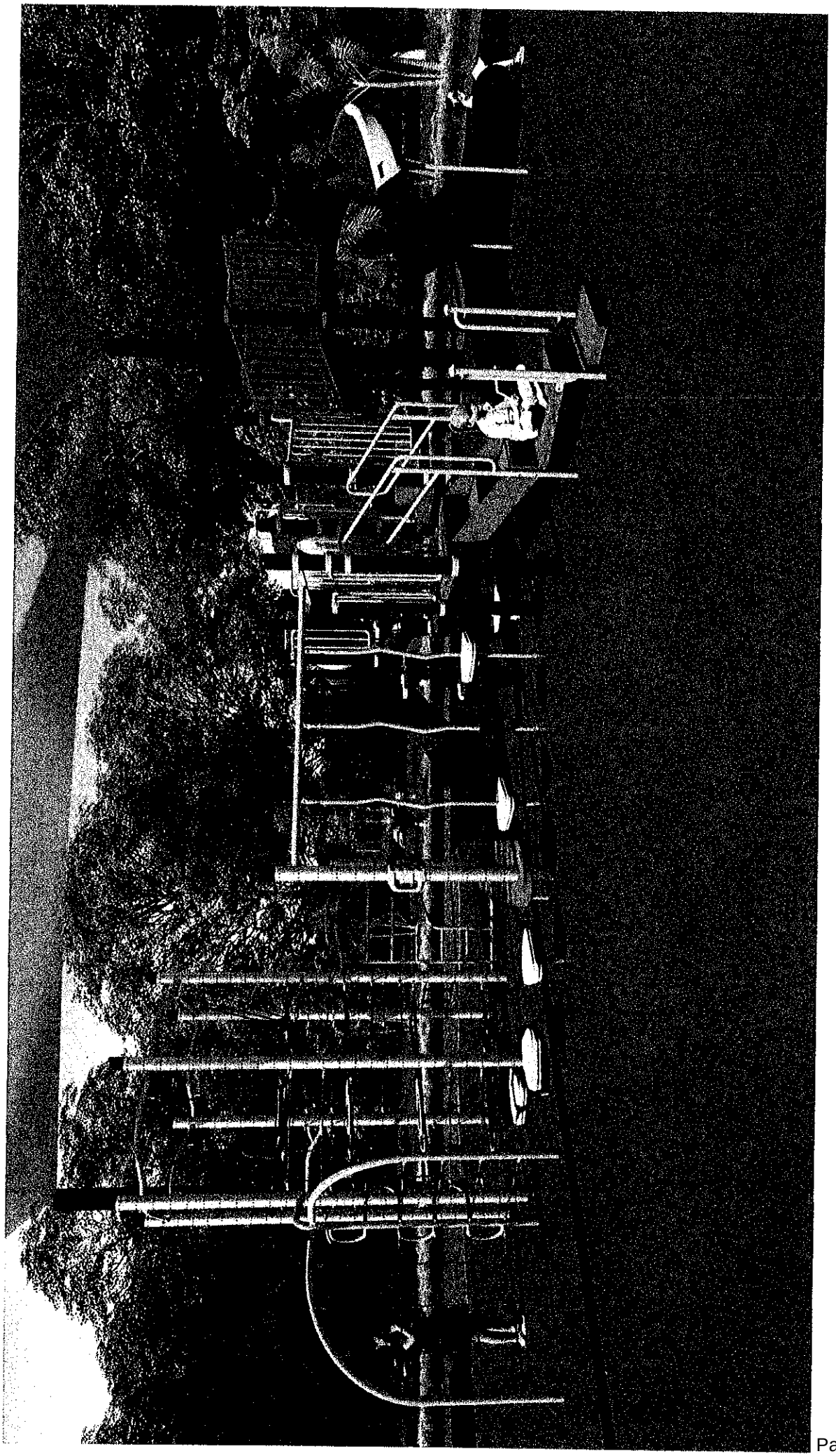
We take pride in providing noise and dust control. Our staff are very respectful and professional and do not cause any unnecessary noise or interact with the public inappropriately. We use start of the art equipment and methods to keep the dust to a minimum. We haul our demo 'ed materials every day and clean up the site daily as well.

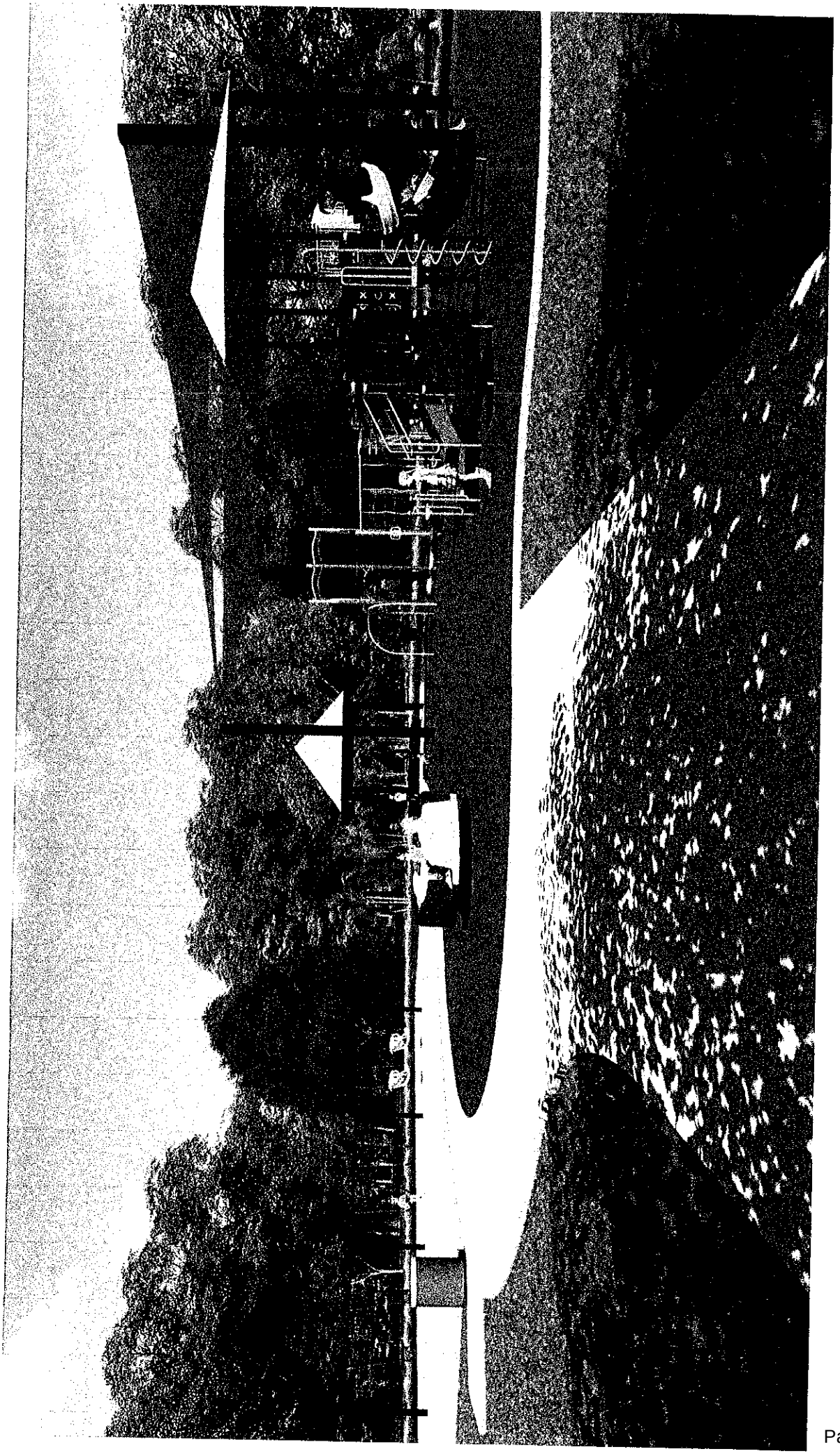
We will coordinate with the City to ensure that the local community and surrounding property owners are aware of the project and its magnitude before inception.

We have a highly experienced office staff that includes a project coordinator that works with the municipalities directly. He is with the bidding process from beginning to end. He will be available for all

meetings and assist with any document requests, material questions, changes, or emergencies. We will have a project manager and a foreman assigned to every project as well. This insures prompt service, complaint resolution, effective employee performance, safety, and timely completion.







JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	6/3	0/0	5/2	2/2

CHILD CAPACITY 91 **MAX FALL HEIGHT** 96

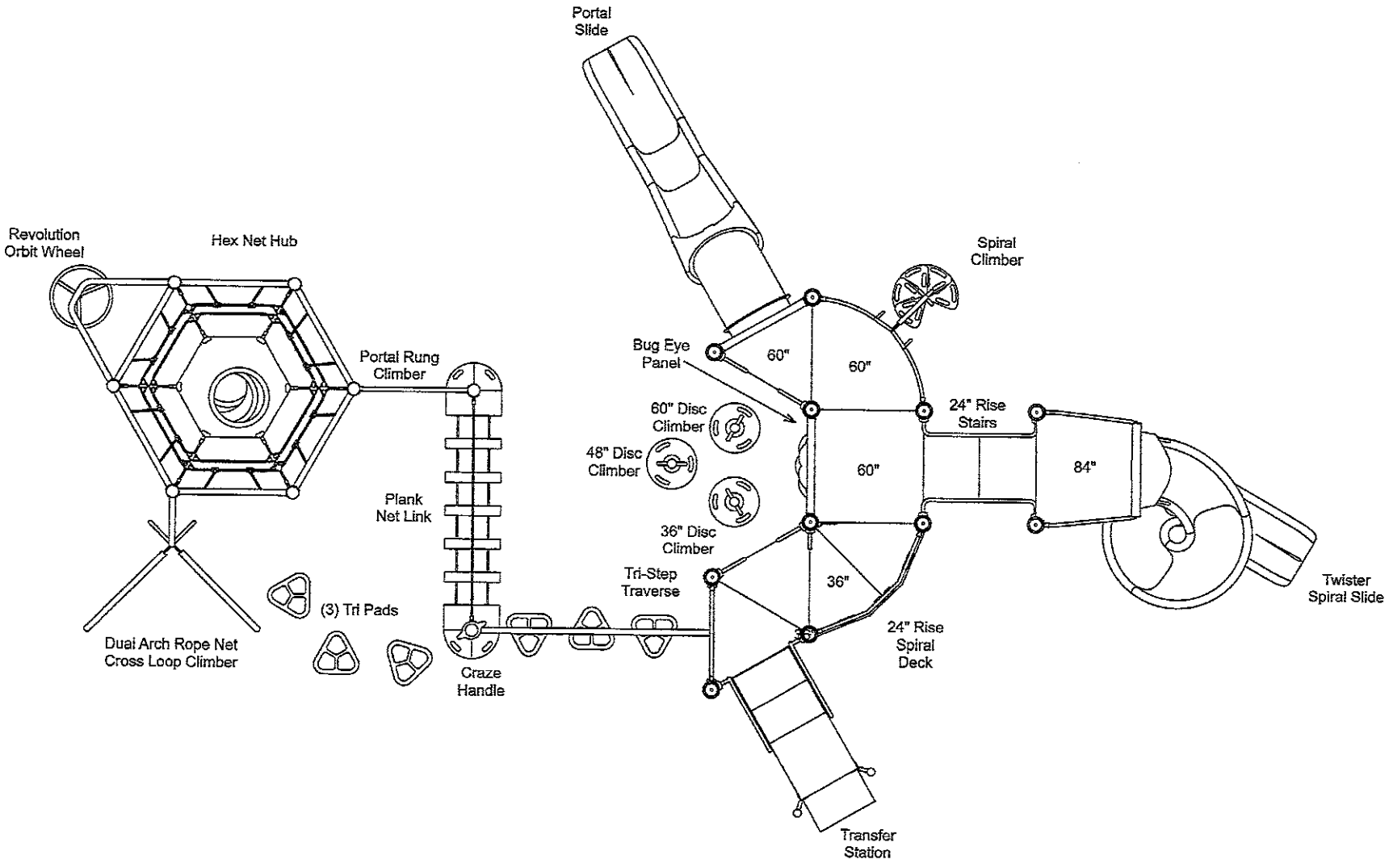
RH5

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # RH5D70BFA
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts

MIN. USE ZONE 56' x 39' (16.805m x 11.74m)

PLAYCRAFT SYSTEMS A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0/0	2/2	2/2

CHILD CAPACITY 37 **MAX FALL HEIGHT** 42

R35 FOR KIDS AGES 2-5

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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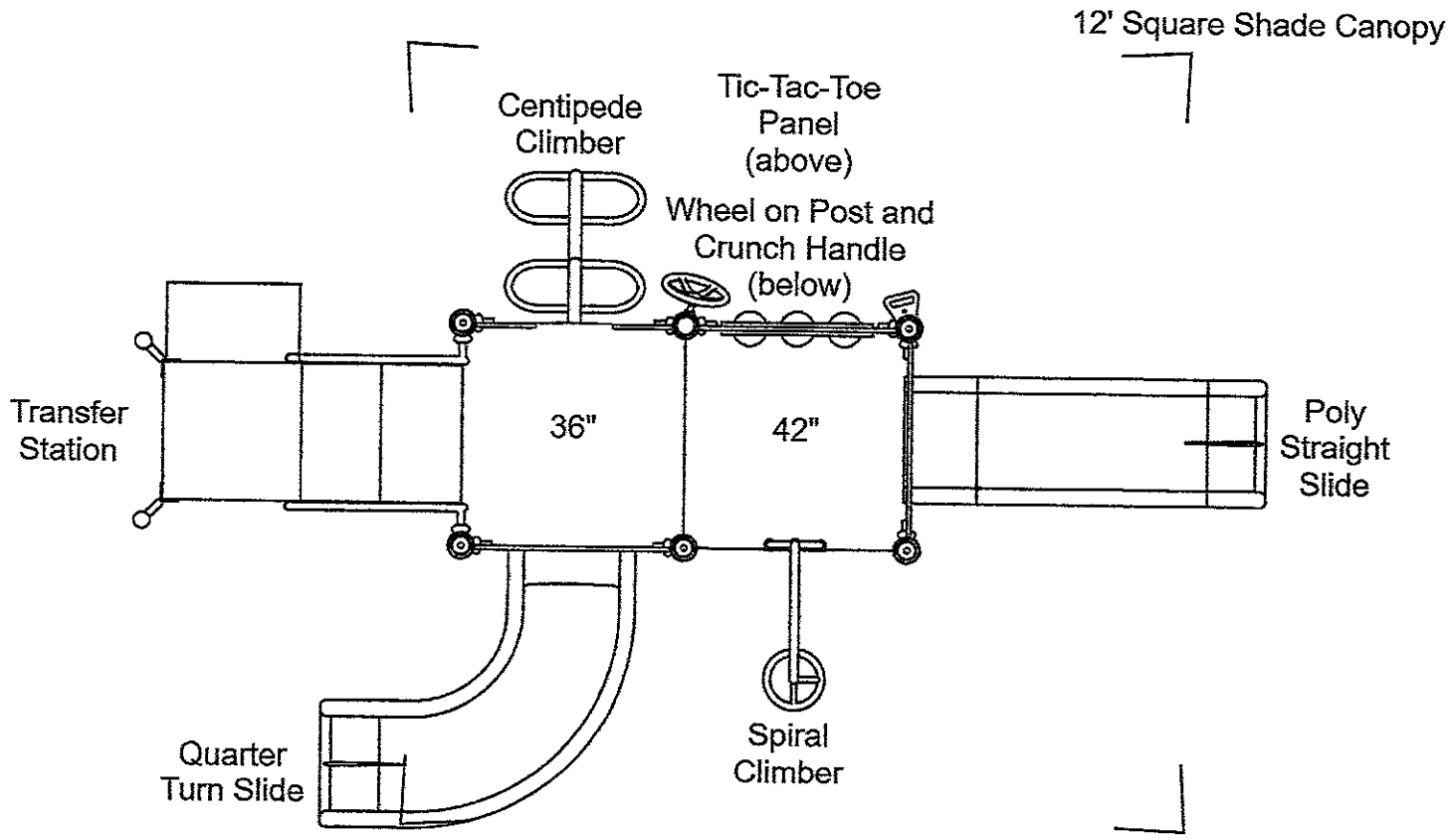


STRUCTURE # R35BC624A
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 30' x 23' (9.053m x 6.831m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	6/0	1/0

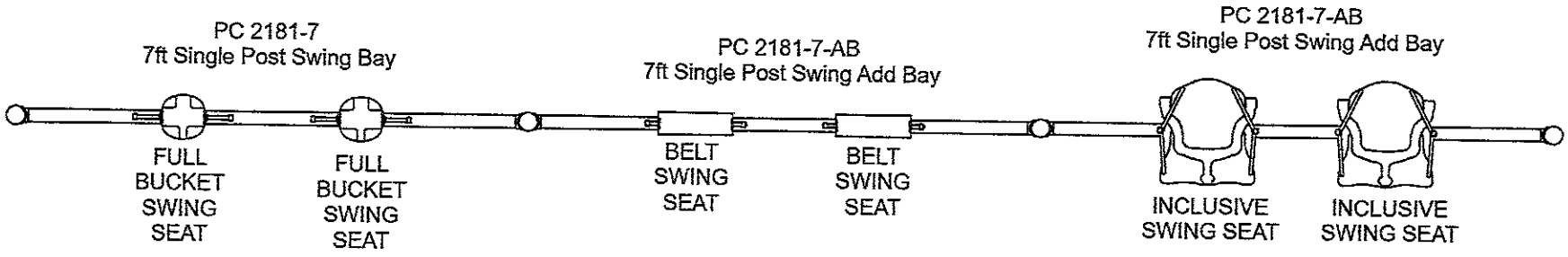
CHILD CAPACITY 6 **MAX FALL HEIGHT** 84

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # SWG21817+AB
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 48' x 27' (14.44m x 8.001m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0

CHILD CAPACITY 12 **MAX FALL HEIGHT** 24

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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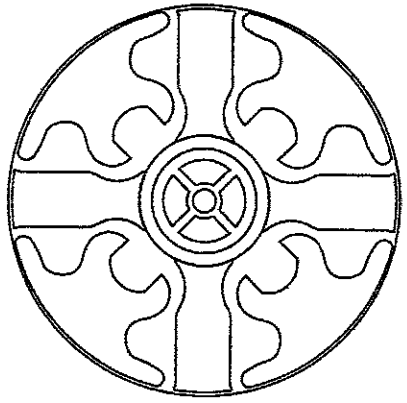
INCLUSIVE
MERRY-GO-ROUND



STRUCTURE # FRE2496
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts

MIN. USE ZONE 20' x 20' (5.793m x 5.793m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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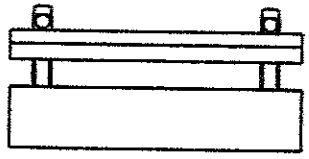
4288-4G
4FT BUDDY BENCH



STRUCTURE # STA42884G
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

7315-S
LOOP BIKE RACK

STRUCTURE # STA7315S
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

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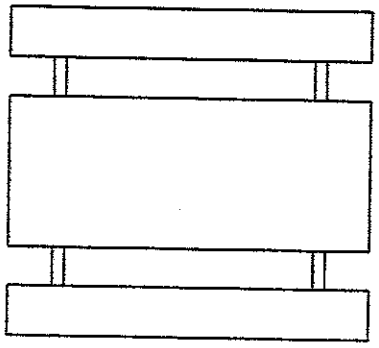
4250-S6
6FT PICNIC TABLE



48

STRUCTURE # STA4250S6
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

1309-1L
CUSTOM PRINTED SIGN

STRUCTURE # STA13091L
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	6/3	0/0	5/2	2/2

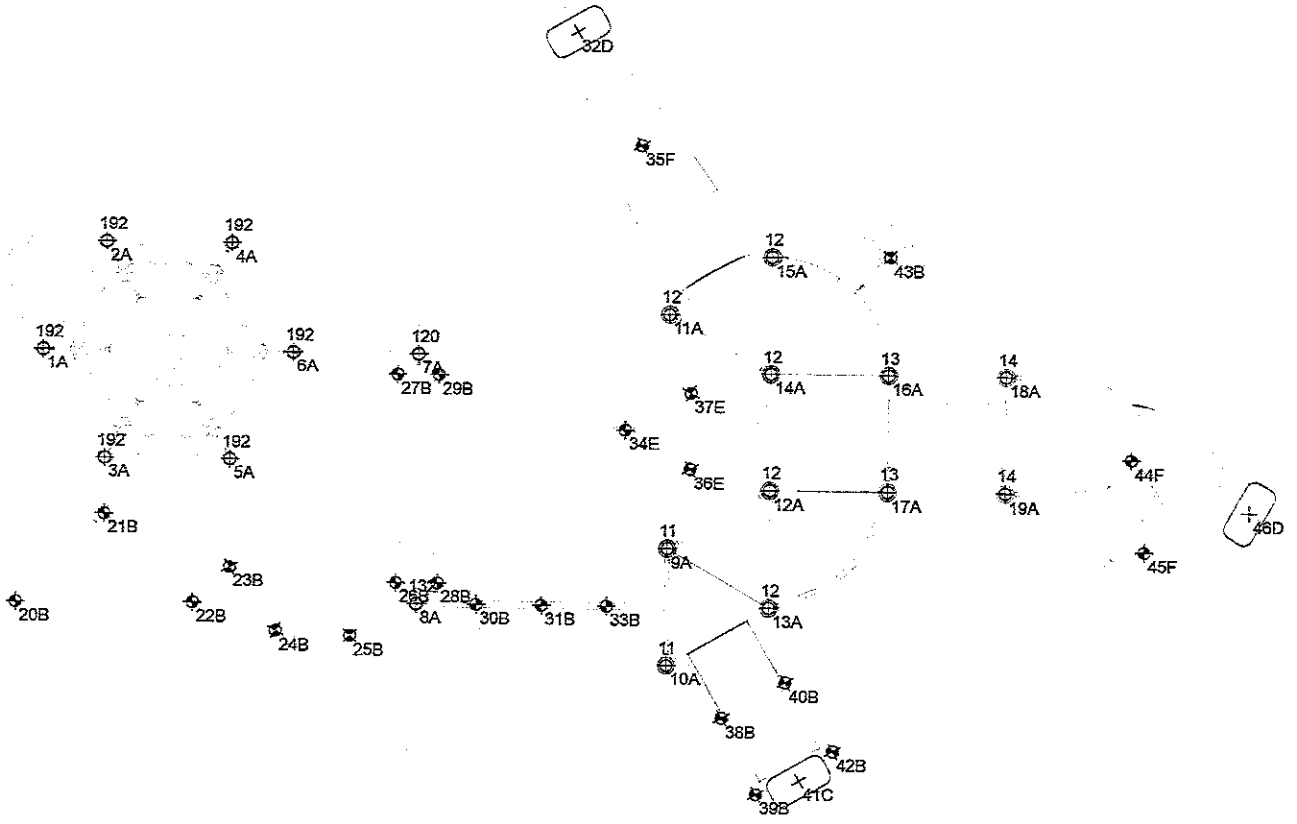
CHILD CAPACITY 91 **MAX FALL HEIGHT** 96

RH5

FOR KIDS AGES 5-12

MOUNT LOCATIONS TABLE			
#	TYPE	SIZE/DEPTH	LOCATIONS
A	POSTFOOTING	W:18" x L:18" x D:30"	19
B	EF12	W:12" x L:12" x D:18"	18
C	EFO	W:12" x L:24" x D:21.5"	1
D	EFO	W:12" x L:24" x D:25"	2
E	EF24	W:24" x L:24" x D:36"	3
F	EF18	W:18" x L:18" x D:30"	3

MOUNT ORDINATE TABLE							
#	X	Y	DIAG	#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"	24	7'-6"	-8'-11"	11'-8"
2	2'-0"	3'-6"	4'-0"	25	9'-11"	-9'-1"	13'-5"
3	2'-0"	-3'-6"	4'-0"	26	11'-4"	-7'-4"	13'-6"
4	6'-0"	3'-6"	6'-11"	27	11'-4"	-0'-8"	11'-4"
5	6'-0"	-3'-6"	6'-11"	28	12'-8"	-7'-4"	14'-8"
6	8'-0"	0'-0"	8'-0"	29	12'-8"	-0'-8"	12'-8"
7	12'-0"	0'-0"	12'-0"	30	13'-11"	-8'-0"	16'-1"
8	12'-0"	-8'-0"	14'-5"	31	16'-0"	-8'-0"	17'-11"
9	20'-0"	-6'-2"	20'-11"	32	17'-0"	10'-4"	19'-11"
10	20'-0"	-9'-11"	22'-4"	33	18'-1"	-8'-0"	19'-9"
11	20'-0"	1'-4"	20'-1"	34	18'-7"	-2'-4"	18'-9"
12	23'-3"	-4'-3"	23'-8"	35	19'-1"	6'-9"	20'-3"
13	23'-3"	-8'-0"	24'-7"	36	20'-8"	-3'-7"	21'-0"
14	23'-3"	-0'-6"	23'-3"	37	20'-8"	-1'-2"	20'-9"
15	23'-3"	3'-3"	23'-6"	38	21'-9"	-11'-7"	24'-8"
16	27'-0"	-0'-6"	27'-0"	39	22'-11"	-14'-0"	26'-10"
17	27'-0"	-4'-3"	27'-4"	40	23'-10"	-10'-5"	26'-0"
18	30'-9"	-0'-6"	30'-9"	41	24'-3"	-13'-6"	27'-9"
19	30'-9"	-4'-3"	31'-0"	42	25'-4"	-12'-7"	28'-3"
20	-0'-10"	-8'-1"	8'-2"	43	27'-0"	3'-4"	27'-3"
21	2'-0"	-5'-3"	5'-7"	44	34'-9"	-3'-1"	34'-11"
22	4'-10"	-8'-0"	9'-5"	45	35'-3"	-6'-1"	35'-9"
23	6'-0"	-6'-11"	9'-2"	46	38'-7"	-4'-9"	38'-10"



STRUCTURE # RH5D70BFA
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 56' x 39' (16.805m x 11.74m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0/0	2/2	2/2

CHILD CAPACITY 37 **MAX FALL HEIGHT** 42

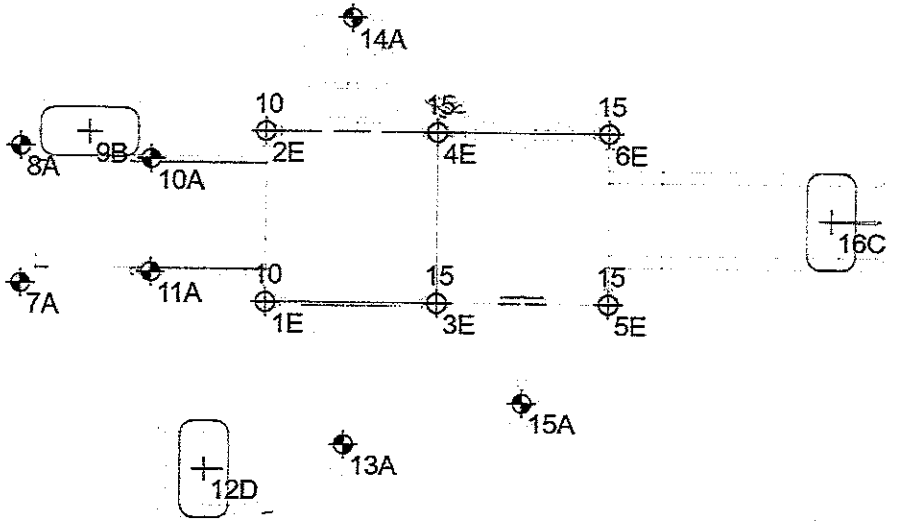
R35 FOR KIDS AGES 2-5

MOUNT LOCATIONS TABLE

#	TYPE	SIZE/DEPTH	LOCATIONS
A	EF12	W:12" x L:12" x D:18"	7
B	EFO	W:12" x L:24" x D:21.5"	1
C	EFO	W:12" x L:24" x D:25"	1
D	EFO	W:12" x L:24" x D:18"	1
E	POSTFOOTING	W:18" x L:18" x D:30"	6

MOUNT ORDINATE TABLE

#	X	Y	DIAG	#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"	10	-2'-4"	2'-11"	3'-9"
2	0'-0"	3'-6"	3'-6"	11	-2'-4"	0'-7"	2'-5"
3	3'-6"	0'-0"	3'-6"	12	-1'-3"	-3'-5"	3'-8"
4	3'-6"	3'-6"	4'-11"	13	1'-7"	-2'-11"	3'-4"
5	7'-0"	0'-0"	7'-0"	14	1'-9"	5'-10"	6'-1"
6	7'-0"	3'-6"	7'-10"	15	5'-3"	-2'-1"	5'-8"
7	-5'-0"	0'-4"	5'-0"	16	11'-7"	1'-9"	11'-8"
8	-5'-0"	3'-2"	5'-11"				
9	-3'-7"	3'-5"	5'-0"				



STRUCTURE # R35BC624A
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 30' x 23' (9.053m x 6.831m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	6/0	1/0

CHILD CAPACITY 6 **MAX FALL HEIGHT** 84

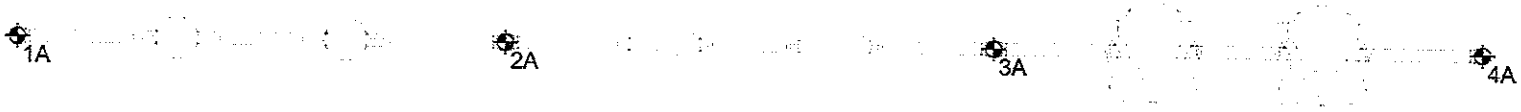
FOR KIDS AGES 5-12

MOUNT LOCATIONS TABLE

#	TYPE	SIZE/DEPTH	LOCATIONS
A	EF24	W:24" x L:24" x D:32"	4

MOUNT ORDINATE TABLE

#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"
2	11'-7"	0'-0"	11'-7"
3	23'-2"	0'-0"	23'-2"
4	34'-9"	0'-0"	34'-9"



52

STRUCTURE # SWG21817+AB
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 48' x 27' (14.44m x 8.001m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

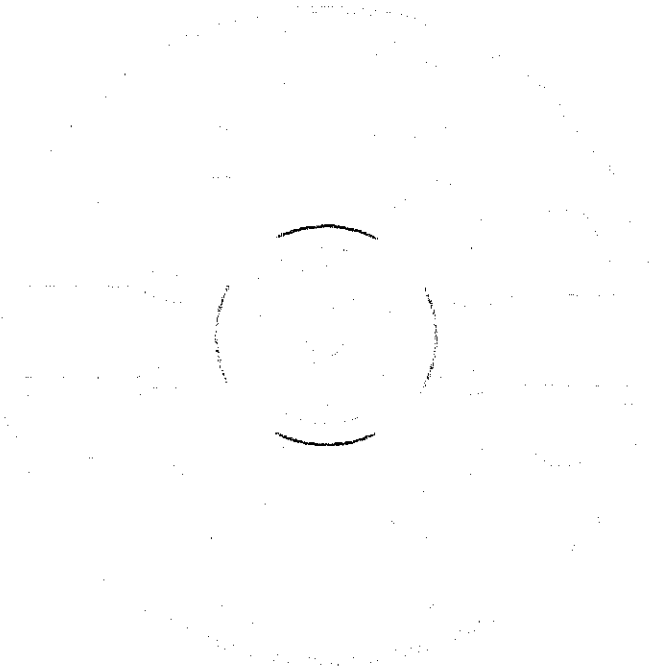
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0

CHILD CAPACITY 12 **MAX FALL HEIGHT** 24

FOR KIDS
AGES
5-12



STRUCTURE # FRE2496
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts

MIN. USE ZONE 20' x 20' (5.793m x 5.793m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 MAX FALL HEIGHT 0

MOUNT LOCATIONS TABLE

#	TYPE	SIZE/DEPTH	LOCATIONS
A	EF12	W:12" x L:12" x D:18"	2

MOUNT ORDINATE TABLE

#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"
2	3'-2"	0'-0"	3'-2"

STRUCTURE # STA42884G
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

55

STRUCTURE # STA7315S
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts

MIN. USE ZONE 0' x 0' (0m x 0m)

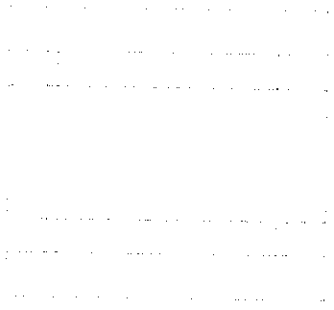
PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0



STRUCTURE # STA4250S6
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

TOP VIEW (Footings)

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

MOUNT LOCATIONS TABLE

#	TYPE	SIZE/DEPTH	LOCATIONS
A	EF12	W:12" x L:12" x D:18"	2

MOUNT ORDINATE TABLE

#	X	Y	DIAG
1	0'-0"	0'-0"	0'-0"
2	2'-6"	0'-0"	2'-6"

STRUCTURE # STA13091L
PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 0' x 0' (0m x 0m)

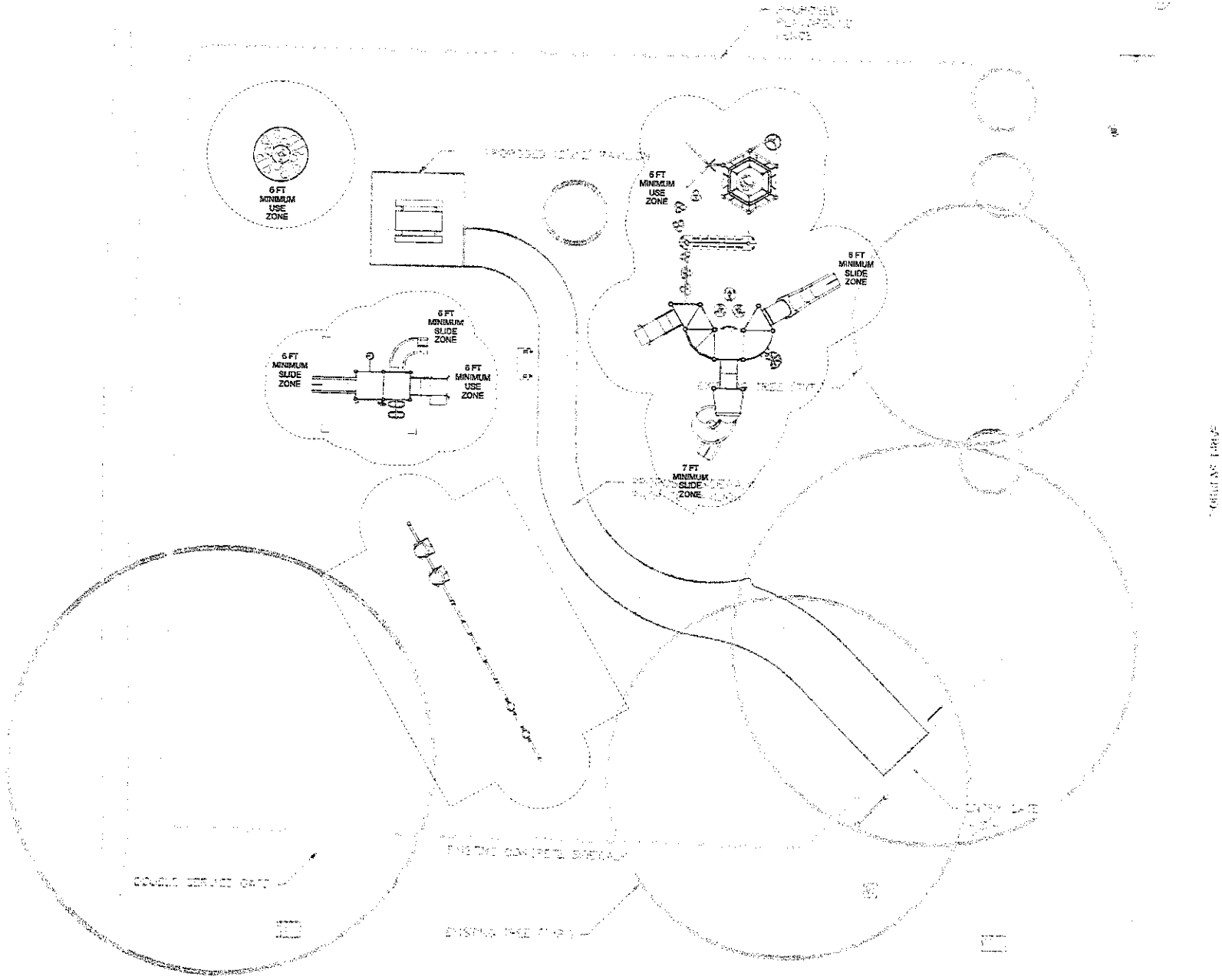
PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
11	11/6	0/0	14/4	3/3

FOR KIDS AGES [Mixed]



GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

58

PROJECT # ARC267174DE-3
DATE 3/27/2026

Advanced Recreational Concepts
MIN. USE ZONE 88' x 94' (26.732m x 28.503m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

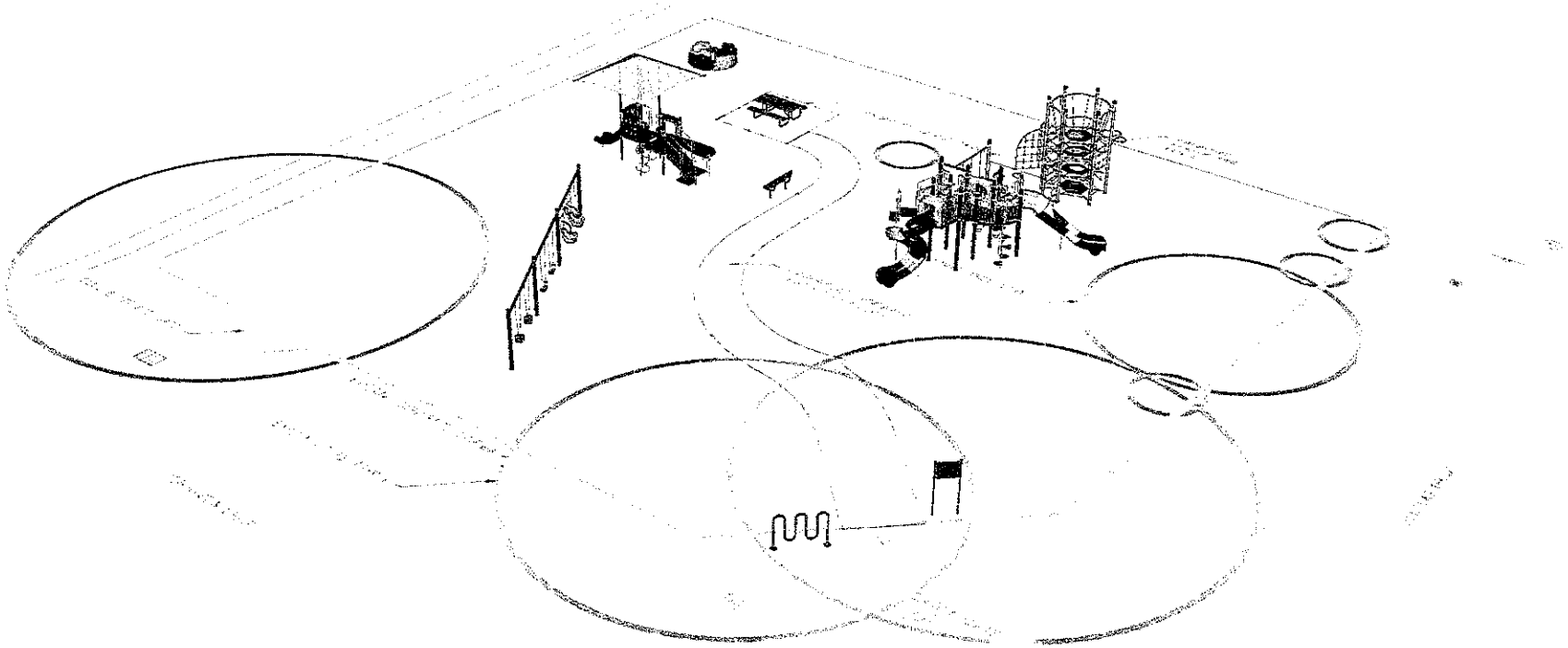
SITE PLAN 3D

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
11	11/6	0/0	13/4	2/3

Mixed Types

FOR KIDS AGES [Mixed]



GENERAL NOTES

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PROJECT # ARC267174DE-3

DATE 3/27/2026

Advanced Recreational Concepts

MIN. USE ZONE 88' x 94' (26.732m x 28.503m)

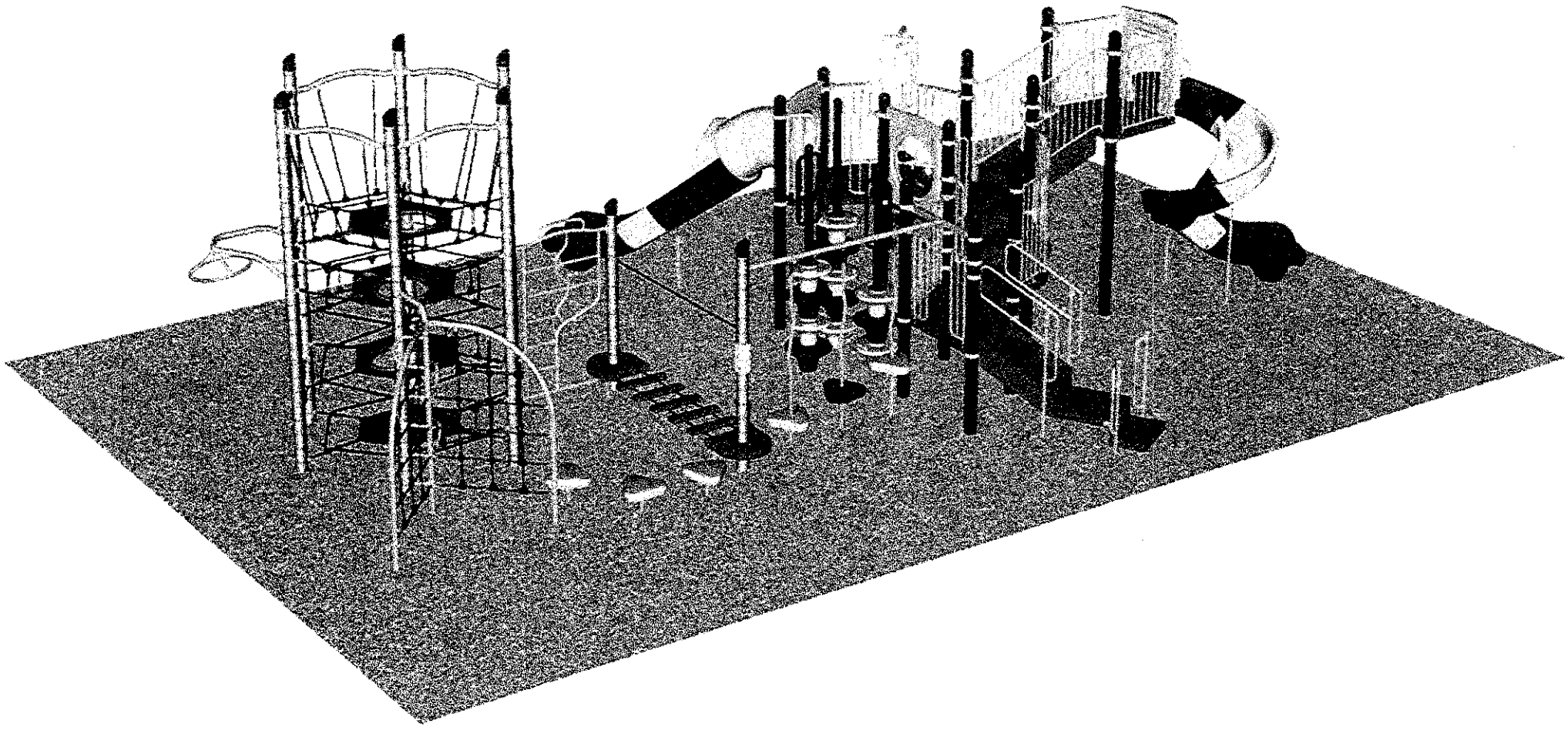
PLAYCRAFT SYSTEMS A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

SW VIEW

RH5

FOR KIDS
AGES
5-12

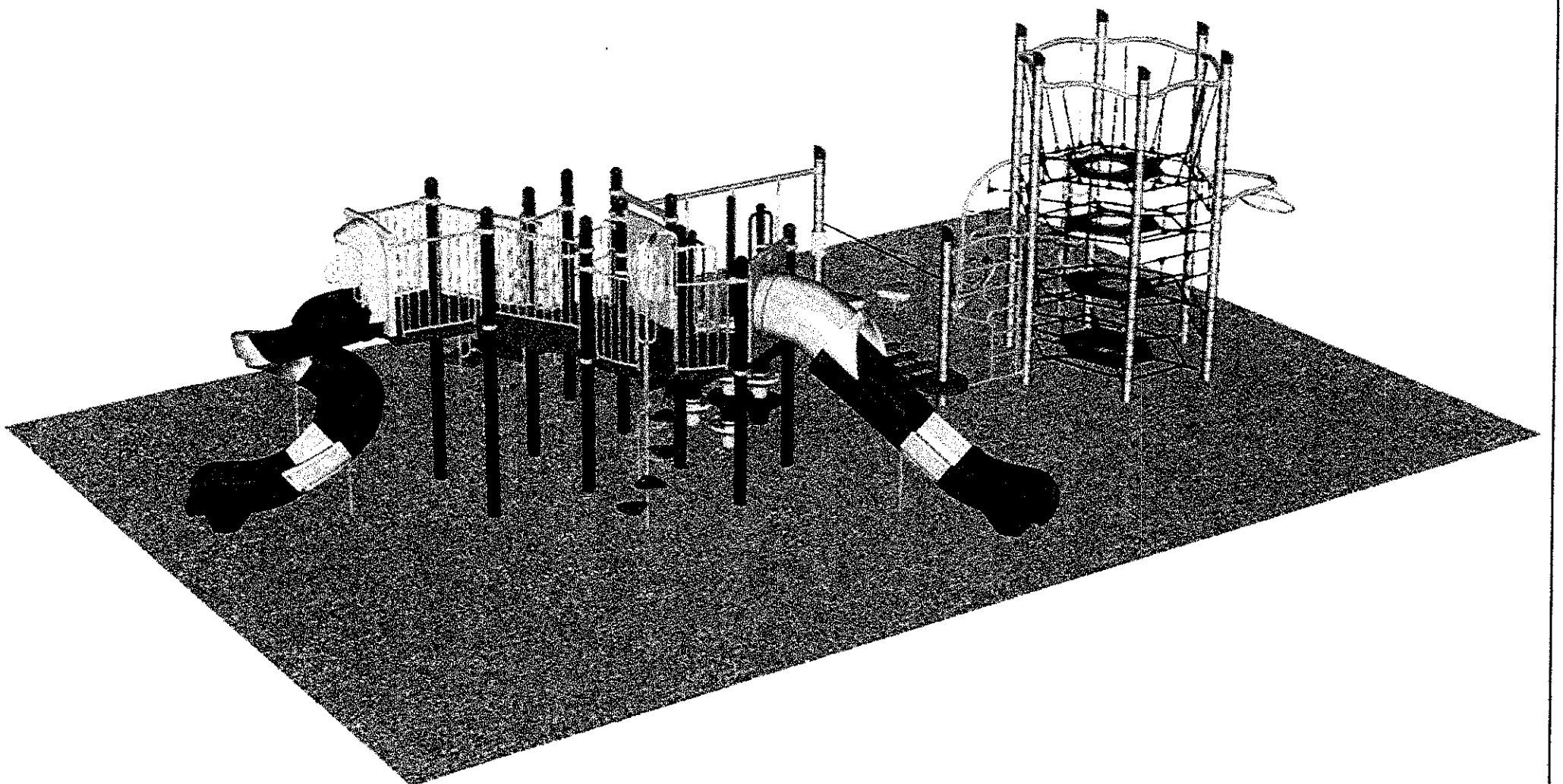


STRUCTURE #	RH5D70BFA
PROJECT #	ARC267174DE-3
DATE	3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
NE VIEW

RH5 FOR KIDS AGES 5-12



STRUCTURE # RH5D70BFA
PROJECT # ARC267174DE-3
DATE 3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

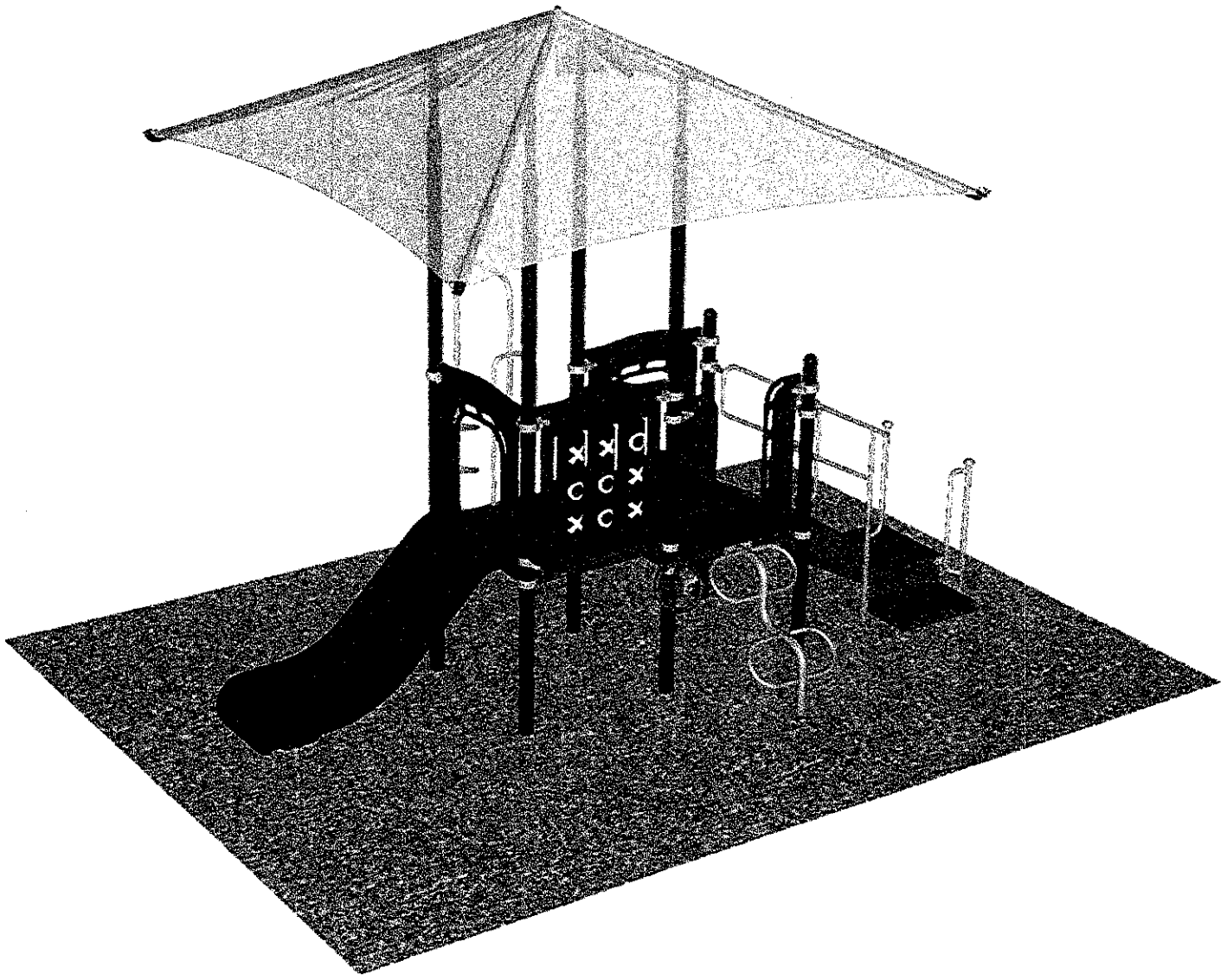
DATE 3/27/2026

A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

NE VIEW

R35 FOR KIDS AGES 2-5



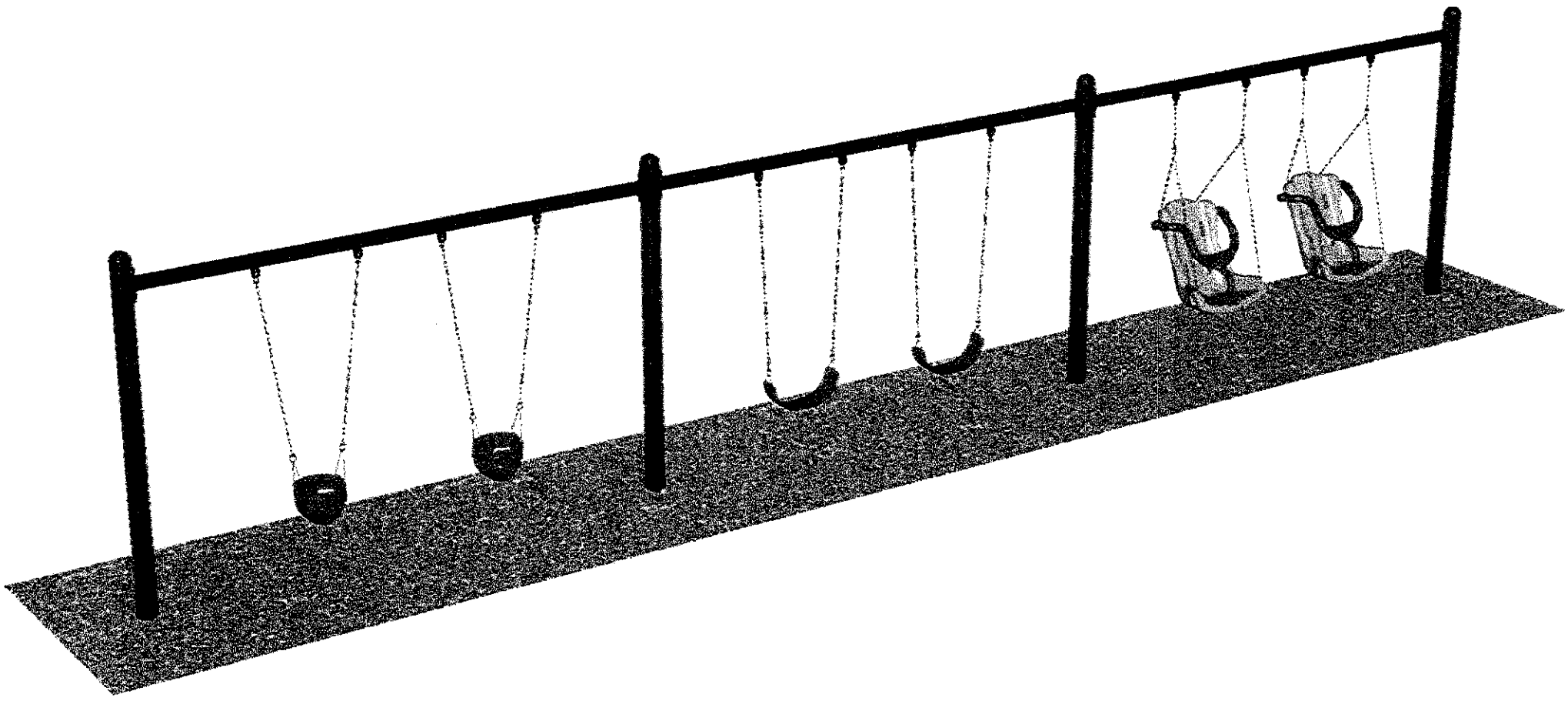
STRUCTURE #	R35BC624A
PROJECT #	ARC267174DE-3
DATE	3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

SW VIEW

FOR KIDS
AGES
5-12



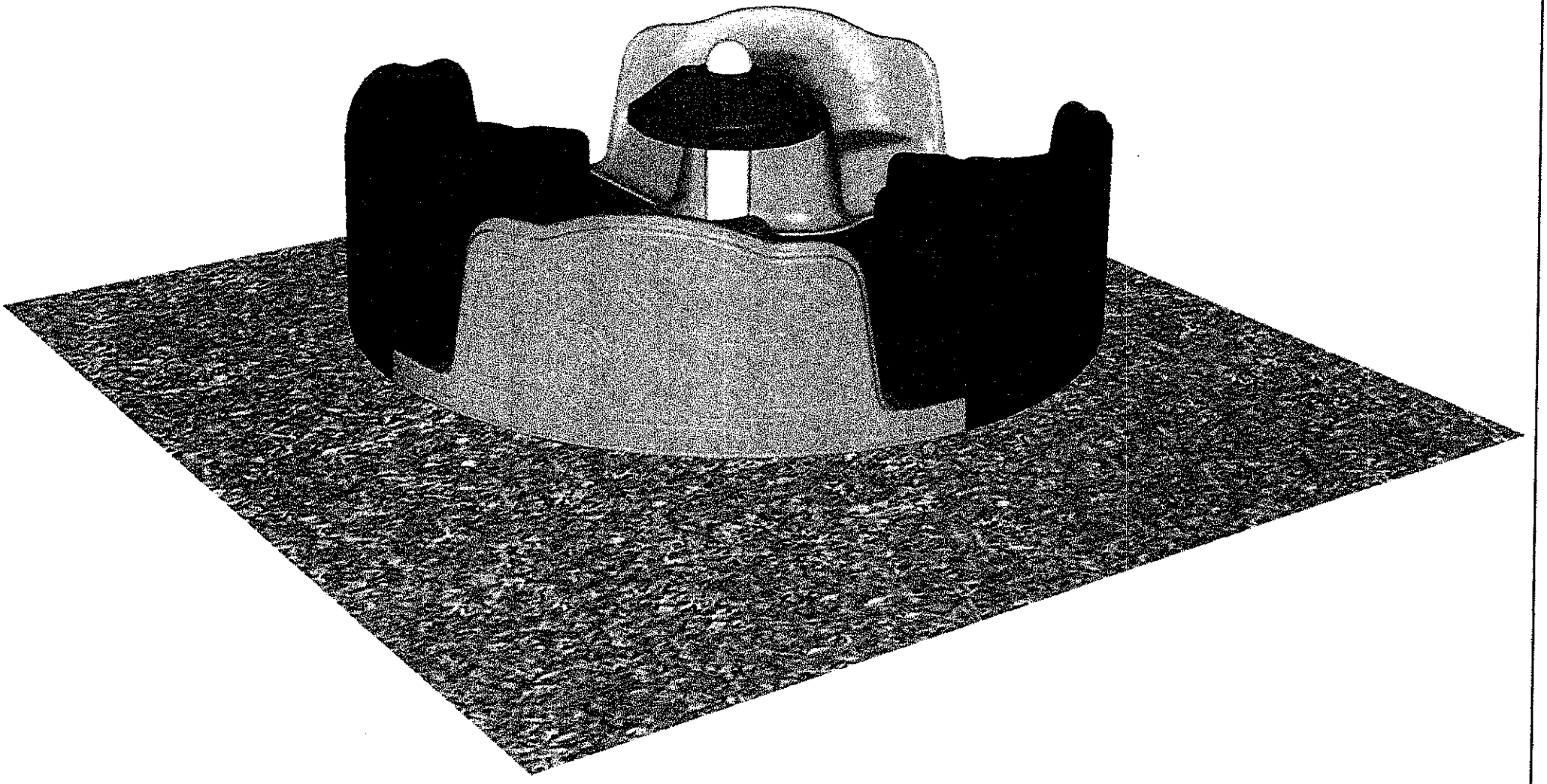
STRUCTURE # SWG21817+AB
PROJECT # ARC267174DE-3
DATE 3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

SW VIEW

FOR KIDS
AGES
5-12

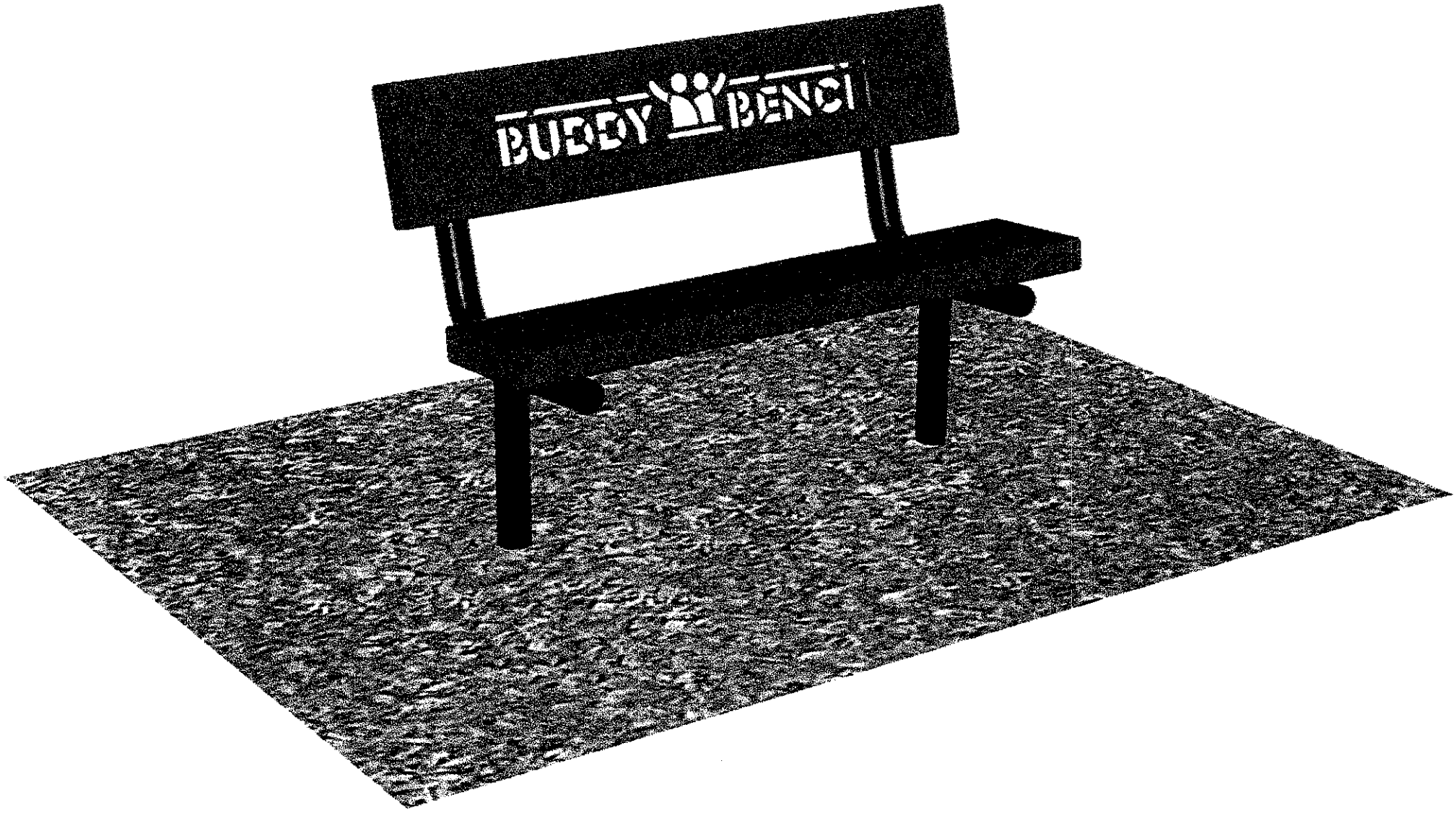


STRUCTURE # FRE2496
PROJECT # ARC267174DE-3
DATE 3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3

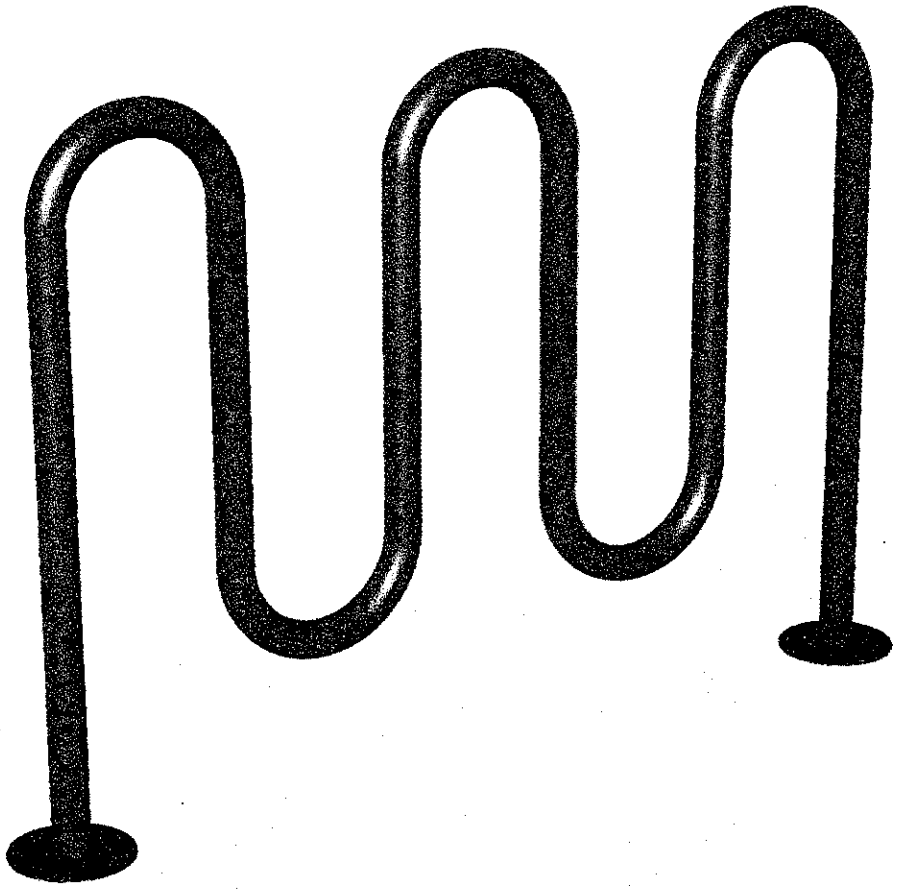
SW VIEW



STRUCTURE #	STA42884G
PROJECT #	ARC267174DE-3
DATE	3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

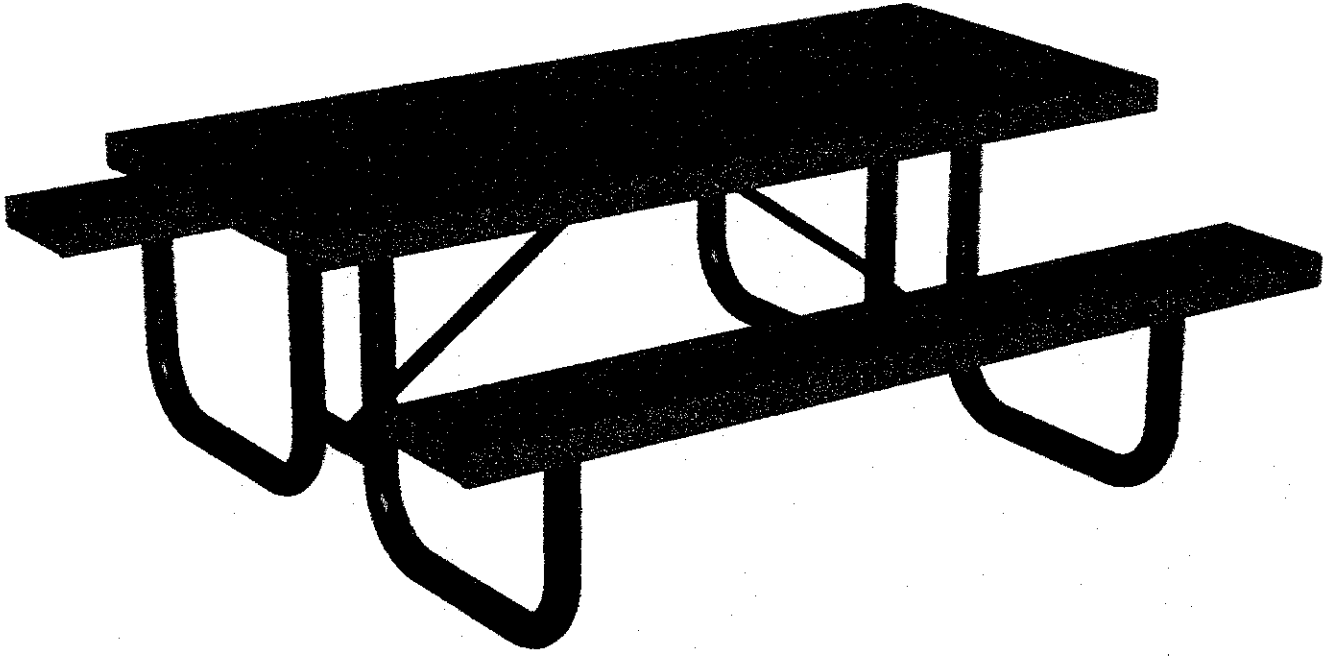
JUPITER DAILY PARK - OPTION 3
SW VIEW



STRUCTURE #	STA7315S
PROJECT #	ARC267174DE-3
DATE	3/27/2026

PLAYCRAFT SYSTEMS
A PLAYCORE Company

JUPITER DAILY PARK - OPTION 3
SW VIEW



67

STRUCTURE # STA4250S6
PROJECT # ARC267174DE-3
DATE 3/27/2026

PLAYCRAFT SYSTEMS
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JUPITER DAILY PARK - OPTION 3

SW VIEW

STRUCTURE # STA13091L
PROJECT # ARC267174DE-3
DATE 3/27/2026

PLAYCRAFT SYSTEMS
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PLAYCRAFT SYSTEMS
A PLAYCORE Company

Bill of Materials

JUPITER DAILY PARK - OPTION 3

Project # ARC267174DE-3 **Date** 3/27/2026

Item / Part Number	Description	Qty
[RH5D70BFA]		
HS-1004-R	Collars	37
GF-7002	Dome Cap, R5	11
S-1011-R5-11ft	Post, 11ft R5	2
S-10120-RV5	Post (120in) RV5	1
S-1012-R5-12ft	Post, 12ft R5	5
S-10132-RV5	Post (132in) RV5	1
S-1013-R5-13ft	Post, 13ft R5	2
S-1014-R5-14ft	Post, 14ft R5	2
S-10192-RV5	Post (192in) RV5	6
S-1101-R5	Square Deck	1
S-11021-L	Spiral Deck, (Left, 24in)	1
S-1102-R5	Tri-Deck	3
S-1107-R5	Curved Deck	1
S-1206-24R45	ADA Stairs, 24in Rise w/ Walls	1
S-1209-24-R5	Transfer Station, 36in-C	1
S-1233-3-HW	Climber, Disc 30-36in (w/ HW)	1
S-1233-4-MC	Climber, Disc 42-48in	1
S-1233-5-HW	Climber, Disc 54-60in (w/ HW)	1
S-1234-5CR5	Climber, Spiral Step 54-60in	1
S-1257-RV5	Climber, Portal Rung	1
S-1288-RV	Climber, Dual Arch Rope Net Cross Loop	1
S-1295-RV	Craze Handle RV	1
S-1309-2-R5	Half Walls (Pair) R5	3
S-1419-RH5I	Tri-Step, Incl (Hybrid)	1
S-1540-RV	Link, Plank Net	1
S-1632-R5	Bug Eye Panel	1
S-1706-S7R-R5	Slide, Twister Spiral 84in (R)	1
S-1709-5-S	Slide, Portal 60in (S)	1
S-1925-RV	Hex Net Hub	1
S-1945-RV	Orbit Wheel	1
S-1961-RV	Tri Pad Seat	3
[R35BC624A]		
HS-1004-R35	Collars	19
GG-8135	Dome Cap, R3.5	2
S-1010-R35-10ft	Post, 10ft R3.5	2
S-1015-R35-15ft	Post, 15ft R3.5	4

PLAYCRAFT SYSTEMS
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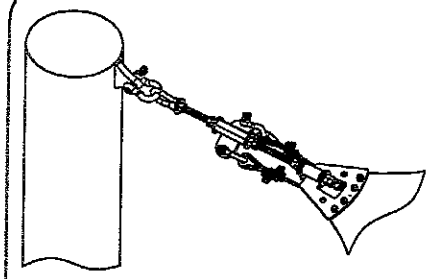
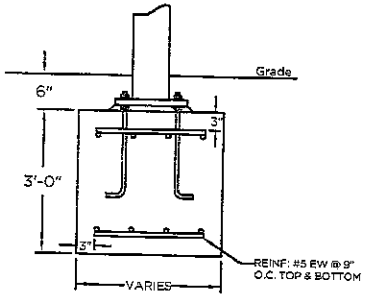
Bill of Materials (Continued)

JUPITER DAILY PARK - OPTION 3

Item / Part Number	Description	Qty
S-1101-R35	Square Deck	2
S-1209-24-R35	Transfer Station, 36in-L	1
S-1220-3	Climber, Centipede 30-36in	1
S-1223-4R35	Climber, Spiral 42-48in	1
S-1304-R35	Single Slide SitDown Wall	2
S-1309-2-R35	Half Walls (Pair) R35	1
S-1616-R35	Tic-Tac-Toe Panel	1
S-1701-3	Slide, Single 42in (Straight)	1
S-1705-3	Slide, Quarter Turn 36in	1
S-18021-12R35	Shade Canopy, 12ft Square	1
S-1812-R35	Driver Wheel (Post Mounted)	1
S-1937-R35	Crunch Handle	1
SWG21817+AB		
A2-131410	Inclusive Seat	2
A2-2181-7	PC 2181 7ft Single Post Swing Bay (2 Seat)	1
A2-2181-7-AB	PC 2181 7ft Single Post Swing Bay (2 Seat) AB	2
A2-311010	Full Bucket Seat	2
A2-313010	Belt Seat	2
FRE2496		
A2-2496-SL	PC 2496-SL Inclusive Merry-Go-Round	1
STA42884G		
A3-4288-4G	4288-4G 4ft Buddy Bench (GM)	1
STA7315S		
A3-7315-S	7315-S Bike Rack, Loop (5, Surface)	1
STA4250S6		
A3-4250-S6	4250-S6 Picnic Table (6 FT)	1
STA13091L		
A2-1309-1L	1309-1L Custom Printed Sign LAN. (Single)	1



Fabric Connection

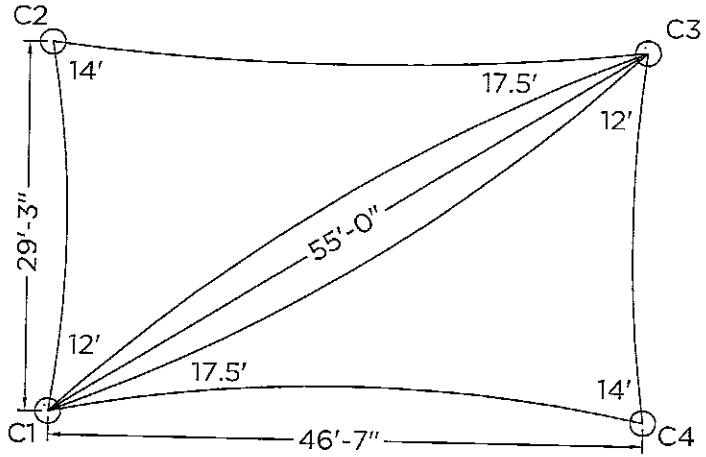


Footer Detail

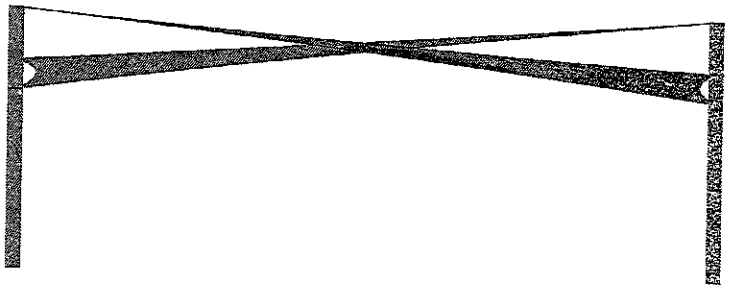
FOUNDATION NOTE: ALL FOUNDATION SIZES ARE ESTIMATIONS ONLY ACTUAL SIZING SHOULD BE DETERMINED BY A LOCALLY QUALIFIED STRUCTURAL ENGINEER PRIOR TO INSTALLATION.

Column & Footing Schedule

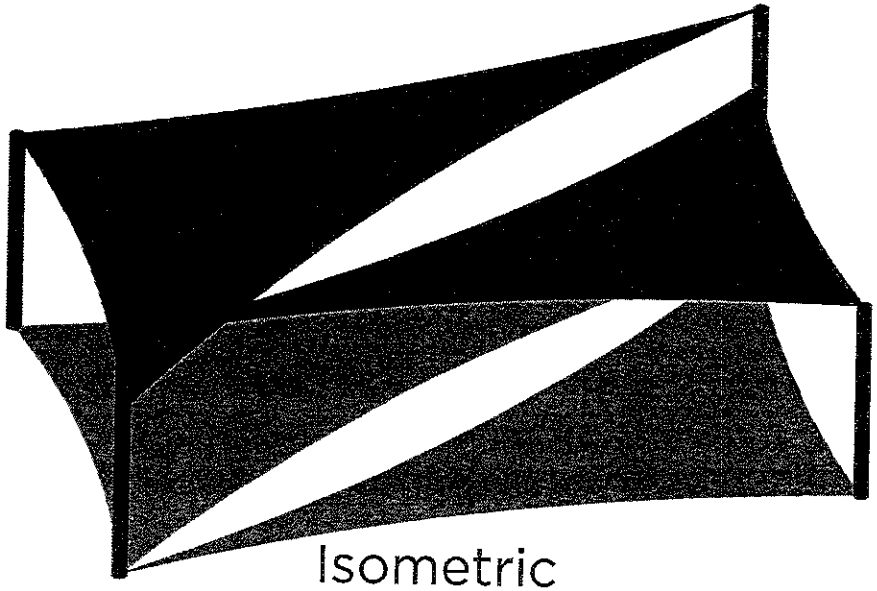
Column ID	Column Size	Est. Footing Size
C1	12" Sch. 40	7.6' X 7.6' X 3.0'
C2	10" Sch. 40	6.8' X 6.8' X 3.0'
C3	12" Sch. 40	7.6' X 7.6' X 3.0'
C4	10" Sch. 40	6.8' X 6.8' X 3.0'
C5	N/A	N/A
C6	N/A	N/A
C7	N/A	N/A
C8	N/A	N/A
C9	N/A	N/A
C10	N/A	N/A



Plan View



Front View



Isometric

Superior Shade

PROJECT NAME
Daily Playground Sail Shade

QUOTE
QUO0303863

TITLE
Proposal

DATE
4/21/2025

DRAWN BY
JLK

SCALE
Not to Scale

SHEET
1 of 1

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Cost Proposal

TOWN OF JUPITER

RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

Proposal Form

BASE PROPOSAL (REQUIRED)

Total Lump Sum Price: $ 723,900.00

SUMMARY COST BREAKDOWN (FOR EVALUATION PURPOSES ONLY)

Component	Cost ($)
Playground Equipment	152,300.00
Playground Removal/Demolition	20,000.00
Surfacing	115,000.00
Shade Structures	70,000.00
Site Furnishings	12,000.00
Electrical Connection	45,000.00
Installation Labor	90,000.00
Site Work	129,600.00
Permitting / Mobilization	90,000.00
TOTAL (Must Equal Base Proposal)	723,900.00

Note: Breakdown is for evaluation only and not a schedule of values.

INCLUSIONS CERTIFICATION

The undersigned certifies that the Proposal Form includes all labor, materials, equipment, permitting, supervision, and incidental costs necessary to complete the project in accordance with the RFP, whether or not specifically itemized.

SCHEDULE

Duration (days): 140

SIGNATURE

Company: CREATIVE Contracting Group

Signature: [signature]

Date: 5-13-26

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Project Schedule

Week 1: Mobilization, Install Silt and Safety fence, protect trees.

Weeks 2-3: Demo and haul: existing playground equipment, existing pavilion and concrete pavilion pad, existing chain link fence, trees, and mulch

Weeks 4-5: Underground for electrical, waterlines for 1" and ½" water service, rough underground for Irrigation system, excavation of job site

Weeks 6-8: Grading and subbase preparation, Concrete footers, any flatwork for equipment installation, concrete pavilion pad, connect sprinklers

Weeks 9-12: install shade structure, connect water meter, connect pressure vacuum breaker and complete Irrigation system, finish electrical, and install trees

Weeks 13-14: Install: Chain link fence and gates, playground equipment, pavilion, water fountain, concrete sidewalk, Curb ramp with detectable warning

Weeks 15-18: Install: shade structure, site furnishing, turf, wood fiber, landscaping

Weeks 19-20: Walkthrough and punch list.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
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Quality Assurance

We will be using Advanced Recreational Concepts / Play Space Services as our playground equipment manufacturer and installer. See their attached extensive warranties that clearly outline their quality assurance and quality control procedures during fabrication and installation. It also demonstrates their products and installations long-term durability, maintenance requirements, and the proposer's ability to provide post-installation support, and training.

We at Creative Contracting Group provide that all labor and materials furnished and work performed in conjunction with the above referenced will be free from defects due to defective materials or workmanship for a period of one year.

We take pride in providing noise and dust control. Our staff are very respectful and professional and do not cause any unnecessary noise or interact with the public inappropriately. We use start of the art equipment and methods to keep the dust to a minimum. We haul our demo 'ed materials every day and clean up the site daily as well.

We will coordinate with the City to ensure that the local community and surrounding property owners are aware of the project and its magnitude before inception.

We have a highly experienced office staff that includes a project coordinator that works with the municipalities directly. He is with the bidding process from

beginning to end. He will be available for all meetings and assist with any document requests, material questions, changes, or emergencies. We will have a project manager and a foreman assigned to every project as well. This insures prompt service, complaint resolution, effective employee performance, safety, and timely completion.

See our attached Daily Quality Control Program

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems® is setting a new standard and raising the bar in all ELEMENTS OF QUALITY.

Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY- FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

FIVE (5) YEAR LIMITED WARRANTY

on all Play-Cord™ and Net-Effects™ cables and connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts, and their integrated components, and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. R)

EVERY PRODUCT WE MANUFACTURE IS DESIGNED WITH SAFETY, QUALITY AND VALUE IN MIND.

Our highly experienced engineering team continually develops new products while refining existing ones with the latest materials and CAD/CAM - computer-aided drafting and manufacturing technology. After design and fabrication, each new product is tested for conformance with safety and performance standards for public playground equipment by the American Society of Testing Materials International (ASTM F1487) and the U.S. Consumer Product Safety Commission (USCPSC).
All of our products meet or exceed the design and safety guidelines found in the ASTM F1487 and USCPSC publications for playground equipment designed for public use.

We also offer a wide range of accessible equipment designed to meet the latest guidelines developed by the Federal Access Board. For detailed information on these guidelines, please feel free to contact us at 1-800-333-8519. You can also contact the U.S. Architectural and Transportation Barriers Compliance Board at 1-800-872-2253 or visit them online at www.access-board.gov

Playcraft Systems® is a member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children's play. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a manufacturer's certification of conformance to ASTM F1487 (excluding sections 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public use and CSA-Z614 Standards. The use of the IPEMA certification logo in the Playcraft Systems® buyer's guide signifies that Playcraft Systems® has received written validation from the independent laboratory that the products associated with the use of the logo conform with the requirements of the indicated standard (excluding Sections 10 and 12.6.1). Please understand that development of new and existing products and certification of these products is an ongoing process. For a list of our currently IPEMA CERTIFIED products, please visit the IPEMA website at www.ipema.org or visit our website at www.playcraftsystems.com

Standards and Development Organizations

The American Society of Testing & Materials International (ASTM) is one of the largest voluntary standards development organizations in the world, a trusted source for technical standards for materials, products, systems, and services. Known for their high technical quality and market relevancy, ASTM standards have an important role in the Information infrastructure that guides design, manufacturing and trade in the global economy. In 1993, ASTM published Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, designated as F1487-93. The standard was reprinted in 1995 and 1998 and revised in 2001, 2005, 2007, 2011 and 2017 with the new designation F1487-17. The ASTM establishes minimum acceptable performance specifications for everything from access components to surfacing.

For more information, contact the ASTM at: 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959 Tel: (610) 832-9585 or visit the ASTM online at www.astm.org

The United States Consumer Product Safety Commission (USCPSC) is charged with protecting the public from unreasonable risks of serious injury or death from more than 15,000 types of consumer products under the agency's jurisdiction. The USCPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard or can injure children. The USCPSC's work to ensure the safety of consumer products - such as playground equipment - contributed significantly to the decline in the rate of deaths and injuries associated with consumer products over the past 30 years. The USCPSC's Handbook for Public Playground Safety is a key reference tool for the playground industry, including specifications for the use of playground equipment and recommendations concerning age-related designs and play components.

For more information, contact the USCPSC at: U.S. Consumer Product Safety Commission Washington, D.C. 20207-0001 Tel. (800) 638-2772 or online at www.cpsc.gov

CSA International is a Nationally Recognized Testing Laboratory (NRTL) accredited by OSHA and ANSI in the United States and by SCC in Canada. CSA International tests and certifies products following standardized test protocols-in laboratories across North America. As a solutions-oriented organization, CSA works in Canada and around the world to develop standards that address real needs, such as enhancing public safety and health, advancing the quality of life, helping to preserve the environment and facilitating trade.

For more information, contact CSA at: Tel. (866) 797-4272 (416) 747-2661 or online at www.csa-international.org

TUV Product Service, an international testing and certification organization, is a European Union Notified and Competent Body providing services which include product testing and certification. The European Harmonized Standard for Commercial Playground Equipment, EN 1176, is the TUV standard for commercial playgrounds. For complete EN 1176 details, contact your Playcraft representative.

For more information, contact TUV America at: Tel. (800) 888-0123 (978) 573-2500 or online at www.tuvam.com

3141 FORTUNE WAY SUITE 16
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CCG Daily Quality Control Program

1. Ensure weather conditions are safe and won't impede scheduled work
2. Ensure job sites physical conditions are clean and safe from previous work day.
3. Ensure all project personnel are on site
4. Ensure all equipment is safe and operational
5. Ensure all work from previous day is completed and correct
6. Ensure all materials needed for the day are available
7. Ensure all materials are correct
8. Ensure all scheduled deliveries are on schedule
9. Ensure all subcontractors are present or on schedule
10. Ensure all inspections scheduled are on time and understood
11. Ensure all safety procedures are in effect
12. Ensure all communications are understood and operational
13. Ensure all personnel understands the days tasks
14. Periodically ensure all the days tasks are performed correctly
15. Prepare the following days schedule and tasks
16. Ensure the job site is clean, safe, and secure at end of day

Thanks,

Lisa Addis V.P.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Appendix

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

PROPOSER'S ACKNOWLEDGMENT

I hereby certify, that this Proposer's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Quotations, and certify that I am authorized to sign the Proposal for the Proposer. By my signature on this Form, the Proposer acknowledges and accepts without limitation, the terms and conditions as set forth within the Request for Proposal, as well as any applicable supplemental RFP documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF PROPOSER: E+F Florida Enterprises, INC. D/B/A Creative Contracting Group.

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE PROPOSERS
Lisa Addis 3141 Fortune Way S-16 Wellington FL 33414

PHYSICAL ADDRESS OF PROPOSER (NO P.O. BOXES ALLOWED S/A/A.

TELEPHONE NUMBER OF PROPOSER 561-333-1445

EMERGENCY CONTACT NUMBER FOR PROPOSER: 561-876-2860

FAX NUMBER OF PROPOSER 561-333-7894

FEDERAL ID NO. OR SOCIAL SECURITY NO. OF PROPOSER 200261053

IF PROPOSER IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORORATION OR REGISTRATION Florida

**FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.

SIGNATURE OF PROPOSER OR AUTHORIZED AGENT: _____
**PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.

PRINTED NAME OF PROPOSER OR AUTHORIZED AGENT: Lisa Addis

DATE: 5-13-26 . TITLE/POSITION OF SIGNATORY: V.P.

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO

PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Lisa Addis
Signature

Lisa Addis
Printed Name

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization this 13 day of MAY, 2026 by Lisa Addis of creative contracting Group who [✓] is personally known to me or [ ] has produced N/A as identification and who did (did not) take an oath.

Notary Seal

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 794760
My Comm. Expires May 15, 2030
Bonded through National Notary Assn.

NOTARY PUBLIC

ADDENDUM NO. 1 TO

RFP # PR 2026-005 DAILY PARK PLAYGROUND IMPROVEMENTS PROJECT

Date: May 1, 2026

By: Kristin George, Director of Parks and Recreation, Town of Jupiter

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form or by emailing kristing@jupiter.fl.us.** The Contract Documents shall include the following:

1. **Installation of Electric-** Contractor shall provide electrical services as part of the proposal (Reference Sheet # C5.00 on Construction Documents and Attachment 1. to this document).

End of Addendum No. 1

Lisa Addis, V.P. 5-4-26

ADDENDUM NO. 2. TO

RFP # PR 2026-005 DAILY PARK PLAYGROUND IMPROVEMENTS PROJECT

Date: May 8, 2026

By: Kristin George, Director of Parks and Recreation, Town of Jupiter

This addendum shall modify, clarify, change, or add information and become part of the above referenced Contract Documents. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form or by emailing kristing@jupiter.fl.us.** The Contract Documents shall include the following:

Question 1.- Will you be adding the electrical work to the proposal form?
Answer- Yes, an updated Proposal Form that includes the Electrical Connection has been uploaded to Demandstar. Failure to provide a proposal without this updated form and the cost to provide the connection will disqualify the vendor's proposal. Please reference sheet # C5.00 of the Construction Documents for required electrical connection.

Question 2.- How many inches of existing mulch is on site?
Answer: The existing much is between 6 and 9 inches deep within the playground.

Question 3.- Do you have a budget?
Answer- Approximately $550,000

Question 4.- Are we responsible for disposing of the existing equipment and mulch?
Answer- Yes. Contractor is responsible for removal and disposal of all existing on site amenities.

Question 5.- We are bidding on RFP-PR 2026-005-0-2026/KG and have a question. On page 15, the following items are listed under site work that are outside of our typical scope:

- 1" water service with 6" x 1" tap
- ½" water service
- Tree removal
- Landscaping
- Irrigation system

- Irrigation connection with a pressure vacuum breaker

We can coordinate these items through third-party vendors; however, it may be more cost-efficient for the Town to contract directly with those providers. Please advise how you would like us to proceed.

Answer- Please provide cost to include subcontractors to complete this work in total lump sum price. The Town intends to work with one vendor to complete the entirety of this project.

Question 6.- Please extend the due date for this. There is a lot of added electric and we are waiting on pricing from our vendors for this and all the scope of work and they could all use some more time to get accurate pricing.

Answer- The Town will not be extending the due date of May 13, 2026 for this RFP.

End of Addendum No. 2

5-9-26 Lisa Addis V.P

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to **Town of Jupiter**
(Print name of the public entity)

By Lisa Addis, V.P.
(Print individual's name and title)

for Creative Contracting Group.
(Print name of entity submitting sworn statement)

Whose business address is 3141 Fortune Way S-16
Wellington FL 33414

and (if applicable) its Federal Employer Identification Number (FEIN) is 2002 61053
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   4-1. A predecessor or successor of a person convicted of a public entity crime: or
   4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint

venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

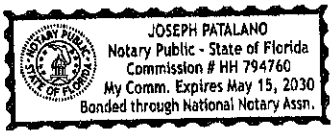
_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Subscribed and sworn to before me, by means of ☑ physical presence or ☐ online notarization this 13th day of MAY, 2026 by Lisa Addis of , who [✓] is personally known to me or [ ] has produced NJDL as identification and who did (did not) take an oath.

Notary Seal



NOTARY PUBLIC

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Creative Contracting Group does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Lisa Addis, V.P.
Proposer's Printed Name and Title

5-13-26
Date

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Signature

Lisa Addis, V.P.
Print Name/Title

5-13-26
Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ~~/~~ physical presence or / online notarization, this 5-13-26 (date) by Lisa Addis, V.P. (name of officer or agent, title of officer or agent) of Creative Contracting Group (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 794760
My Comm. Expires May 15, 2030
Bonded through National Notary Assn.

Notary Seal

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 794760
My Comm. Expires May 15, 2030
Bonded through National Notary Assn.

Notary Public

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1634027

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	E & F Florida Enterprises Inc
Company Facility Address	3141 Fortune Way SUITE 16 Wellington, FL 33414
Company Alternate Address	3141 Fortune Way SUITE 16 Wellington, FL 33414
County or Parish	PALM BEACH
Employer Identification Number	200261053
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Paul Bickham
Signature

Paul Bickham - Owner
Print Name/Title

05.12.2026
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this May 12th, 2026 (date) by Paul Bickham, owner (name of officer or agent, title of officer or agent) of Advanced Recreational Con. (name of contractor company acknowledging), a Florida LLC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Shelby Louis Gomes
Notary Public

Notary Public State of Florida
Shelby Louis Gomes
My Commission HH 760044
Expires 3/17/2030

E-Verify

Welcome
Michelle Nunn

MENU

Company Information

Company Name
Advanced Recreational Concepts, LLC

Company ID Number
812802

Doing Business As (DBA) Name
ARC

DUNS Number
363493490

Physical Location

Address 1
3125 Skyway Circle

Address 2
--

City
Melbourne

State
FL

Zip Code
32934

County
BREVARD

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
200520823

Total Number of Employees
5 to 9

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
713 - AMUSEMENT, GAMBLING, AND RECREATION INDUSTRIES

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
1

View / Edit

View Original MOU Template

View MOU

Last Login: 06/04/2021 02:47 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida

COUNTY OF Palm Beach

Lisa Addis, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contact for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 5/13/26

By _____

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☑ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Lisa Addis, an authorized representative of Creative Contracting Group, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 13 day of May, 2026.

Notary Seal

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 794760
My Comm. Expires May 15, 2030
Bonded through National Notary Assn.

NOTARY PUBLIC

TOWN OF JUPITER
RFP NO. PR 2026-005
DAILY PARK PLAYGROUND EQUIPMENT AND INSTALLATION

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor it's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.

2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: Creative Contracting Group

Address: 3141 Fortune Way S-16

City: Wellington State: FL Zip: 33414

Signature: [signature] Date: 5-13-26

Call to Order: 2:01pm
RFP PR 2026-005
Daily Park Playground Improvements Project
Meeting End Time: 2:05pm

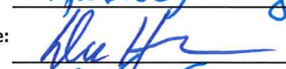
Selection Committee Meeting Time and Date: 5/19/2026, 2:00pm
Location: Community Center Meeting Room 165A
In Attendance: Kristin George, Derek Harse, Zach Gile, Bill Grieve

Town of Jupiter RFP PR 2026-005
Selection Committee Tally Worksheet

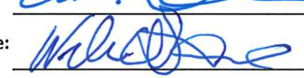
		Kristin George		Derek Harse		Zach Gile		Bill Brieve			
Ranking	Vendor	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score Total	Rank
1	Creative Contracting Group	75	1	91	1	68	1	86	3	**320**	1
2	Fierce Construction	52	3	65	3	41	3	87	2	**245**	3
3	Porto Construction	64	2	76	2	53	2	91	1	**284**	2
4	REP Servcies	DISQUALIFIED	N/A	UNABLE TO MEET CDBG	N/A	REQUIREMENTS	N/A	PER PROPOSAL	N/A	**0**	N/A

Selection Committee Signatures:

Kristin George:

Derek Harse: 

Zach Gile:

Bill Grieve: 

Selection Criteria		**Point Value**
Qualifications, Team Experience		0-20
Past Relevant Project Performance		0-20
Project Understanding and Approach		0-20
Cost Proposal		0-30
Quality Assurance, Warranty, Support		0-10
Total Points		**0-100**

FINAL MINUTES

TOWN OF JUPITER

RFP PR 2026-005; DAILY PARK PLAYGROUNDS IMPROVEMENT PROJECT

SELECTION COMMITTEE

Tuesday, May 19, 2026

2:00pm

The meeting was called to order by Director of Parks and Recreation, Kristin George at 2:01pm

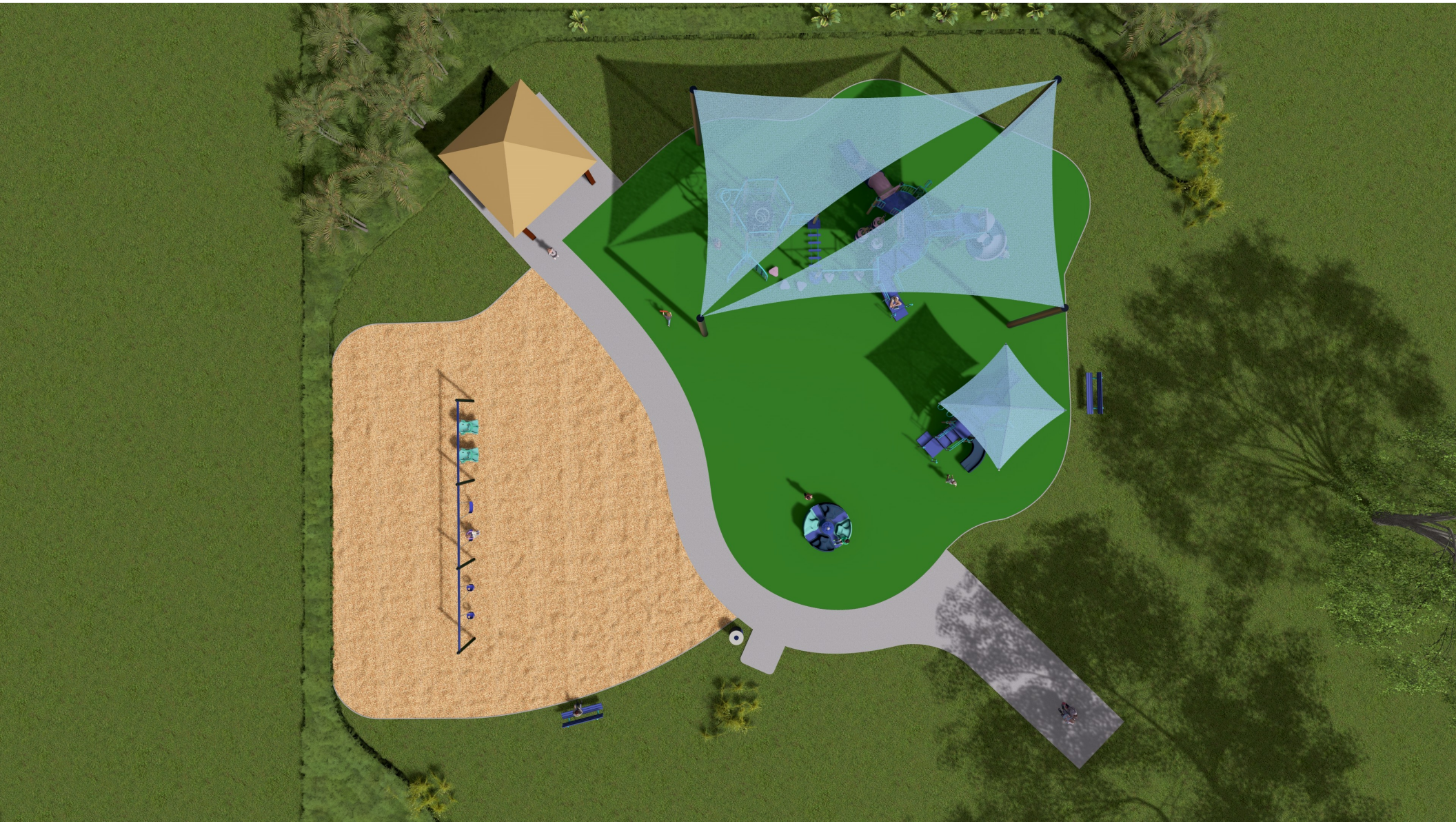
Present were: Derek Harse, Recreation Supervisor; Zach Gile, Superintendent of Parks; and Bill Grieve, Senior Engineer.

The members of the selection committee reviewed and evaluated all qualified proposals received. They were: Creative Contracting Group, Fierce Construction, Porto Construction, and Rep Services.

The committee discussed and rated each proposal using the selection criteria that was provided in the RFP. The criteria included qualifications and team expertise; past relevant project performance; project understanding and approach; cost proposal; and quality assurance, warranty and support. During review of the proposal submitted by Rep Services, it was noted that their scope did not include the supplemental conditions required by HUD and was therefore disqualified. Creative Contracting Group ranked the highest overall based on the scoring criteria.

Based on this evaluation the proposal submitted by Creative Contracting Group scored the highest and was ranked first.

The meeting was adjourned at 2:05pm.



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030

Project Name:	**Department:**	
Playground Restoration	Parks and Recreation	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Green, Blue and Open Spaces	R2202	On-going

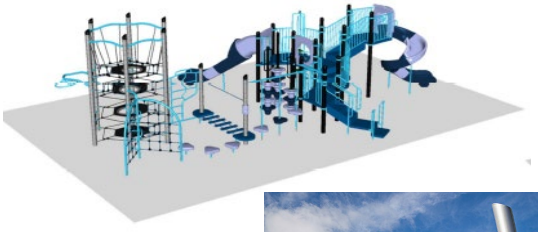
Project Description and Justification:

Several of the Town's park playgrounds are 20+ years old and in need of replacement in order to keep them safe, relevant and desirable to residents.This addresses the aging infrastructure of the Town's playgrounds located within our parks with the highest demand for use. In order to keep our parks at the desired level of service by the Town's residents, comparable to surrounding communities and safe for participants and users, several aged playground amenities must be refurbished and/or replaced on an on-going basis as they continue to age and wear. Planned replacement on a rotating basis will keep our playgrounds physically attractive, recreationally appealing and safe for participants. Modern amenities such as updated custom-designed equipment, playground surfacing materials like artificial turf and pour in place, shade coverings and exercise equipment are in high demand from our residents. Residents have indicated a nigh demand for water features within our parks and this plan includes the addition of a "spray ground" at Indian Creek Park.Once the spray ground is completed, the park will be considered the Town's flagship playground making it a destination park requiring additional parking.

Location(s) and Program Schedule		**In-Service**	
Fiscal Yr	**Scope**	**FY/Qtr**	**Budget**
2026	**Heights of Jupiter-** Playground equipment replacement; addition of shade structures and non-mulch surface (designed in FY25)	2026/4	$805,000
	Daily Park (Pine Gardens North)- Playground equipment replacement; addition of shade structures and non-mulch surface; CDBG funding anticipated of $250,275 (designed in FY25)	2026/4	$550,000
	Miracle Moments Playground (Community Center)- Park designed for inclusion (special needs); playground equipment replacement; addition of shade structures and non-mulch surface (designed in FY25)	2026/4	$675,000
	Abacoa Community Park- Playground replacement; addition of shade structures and non-mulch surface (designed in FY25)	2026/4	$745,000
	FIND Park- Design and Planning for construction in FY27	2026/4	$25,000
2027	**FIND Park-** replacement of equipment; addition of shade structures and non-mulch surfacing (designed in FY26)	2027/4	$375,000
	Indian Creek Park Phase 2- Addition of spray ground, pavilion and landscaping (designed in FY25)	2027/4	$600,000
	Old Town Hall Park - Planning and Desinging for construction in FY28	2027/4	$25,000
2028	**Old Town Hall Park-** Property under review for historic designation; playground equipment replacement; include non-mulch surfacing with mulch transition areas; to include historically themed play elements; new restroom construction and rental pavilion (designed in FY27)	2028/4	$1,175,000
	Lighthouse Park- Planning and design for construction in FY29	2028/4	$25,000
2029	**Lighthouse Park-** Playground equipment refurbishment; change from mulch to pour in place or turf surface; CDBG funding anticipated (designed in FY28)	2029/4	$500,000
2030	**TBD**	TBD	TBD

Project Photo(s) / Map of Location

Playgrounds Scheduled for Completion in FY26



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030

Project Name:	**Department:**
Playground Restoration	Parks and Recreation
Link to Strategic Plan/Strategic Result:	**Project #:**
Green, Blue and Open Spaces	R2202

Project Budget:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$100,000	$25,000	$25,000	$25,000	$0	$0	$175,000
Engineering	$160,000	$0	$0	$0	$0	$0	$160,000
Construction	$3,285,450	$2,775,000	$975,000	$1,175,000	$500,000	$0	$8,710,450
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$3,545,450**	**$2,800,000**	**$1,000,000**	**$1,200,000**	**$500,000**	**$0**	**$9,045,450**

Funding Sources:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
General revenues	$2,945,450	$2,800,000	$1,000,000	$1,200,000	$500,000	$0	$8,445,450
CRA funding	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Open space	$0	$0	$0	$0	$0	$0	$0
Fire impact fees	$0	$0	$0	$0	$0	$0	$0
Police impact fees	$0	$0	$0	$0	$0	$0	$0
Recreation impact fees	$600,000	$0	$0	$0	$0	$0	$600,000
Road impact fees	$0	$0	$0	$0	$0	$0	$0
Escrow/Contribution	$0	$0	$0	$0	$0	$0	$0
Grant revenues							
CDBG	$0	$250,275	$0	$0	$216,000	$0	$466,275
FDOT	$0	$0	$0	$0	$0	$0	$0
FEMA Hazard Grant	$0	$0	$0	$0	$0	$0	$0
LRPI	$0	$0	$0	$0	$0	$0	$0
Grant (TBD)	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water revenues	$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
Building revenues	$0	$0	$0	$0	$0	$0	$0
Insurance proceeds	$0	$0	$0	$0	$0	$0	$0
Loan proceeds	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$3,545,450**	**Incorrect Sum**	**$1,000,000**	**$1,200,000**	**Incorrect Sum**	**$0**	**Incorrect**

Previous Years:	**Prior to FY 2021**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**Total**
Amount Budgeted	$0	$0	$150,000	$350,000	$1,310,000	$1,735,450	$3,545,450
Amount Expended	$0	$0	$0	$0	$105,536	$505,632	$611,168
Current Encumbrances							$2,933,850
Remaining Available Budget							**$432**

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

MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: May 21, 2026

To: Honorable Mayor and Member of Town Council

Thru: Frank Kitzerow, Town Manager

From: Scott Reynolds, Chief Financial Officer

Re: Procurement Review – Resolution No. 55-26 agreement with Creative Contracting Group for the purchase and installation of playground equipment at Daily Park.

Upon review of Resolution No. 55-26 to award a contract Creative Contracting Group for the purchase and installation of playground equipment at Daily Park, I find that the purchase meets all requirements of Section 255.20, F.S., regulating the procurement of bids and contracts for public construction.

The procurement was competitively solicited as an Request for Proposal and the Recommendation to award is being made to the lowest responsible and responsive bidder.

Resolution No. 55-26 complies with all Town of Jupiter Procurement Policies, Palm Beach County, Florida State Statutes and HUD.

TOWN OF JUPITER

INTERLOCAL AGREEMENT WITH LOXAHATCHEE RIVER DISTRICT

DATE	June 2, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 64-26, Approving an Interlocal Agreement with the Loxahatchee River District for Nanofiltration By-Product Water.

EXECUTIVE SUMMARY

Resolution 64-26 provides for approval of a new interlocal agreement (ILA) between the Town of Jupiter ("Town") and the Loxahatchee River Environmental Control District ("LRD") for delivery of nanofiltration (NF) by-product water from the Town to the LRD for a period of twenty years. The proposed ILA contains provisions for extension and amendment upon mutual agreement by both parties, in writing.

The Town and the LRD entered into an ILA on June 20, 2006, later amended on May 4, 2012, which established a mechanism for the LRD to purchase NF concentrate and/or filter backwash water (collectively, "NF by-product water") from the Town to blend with and supplement their reclaimed irrigation water supplies. During wet weather months, excess blended reclaimed wastewater with NF by-product water is disposed of in the LRD's deep injection well.

In 2021, the LRD informed the Town that they were not interested in renewing the existing ILA under the same terms. The existing agreement will expire on June 20, 2026. Meanwhile, the Town set forth to design, permit and construct its own deep injection well (DIW) for management of reverse osmosis concentrate, NF concentrate, filter backwash water, and other water treatment process by-product waste streams. Construction of the Town's DIW is underway and expected to be completed and fully operational by December 2027.

Over the past six months, staff from the Town and the LRD have worked diligently to draft a new ILA that would be acceptable to both parties and in the best interest of regional water supplies. Town and LRD staff originally negotiated an ILA with a 2-year term. At its May 21, 2026, governing board meeting, the LRD voted to approve the ILA with an amended 20-year term. The LRD governing board made no other changes to the ILA, which includes a 60-day cancellation clause. The proposed ILA as amended by the LRD governing board is provided as an attachment for the Town Council's consideration.

Key elements of the proposed ILA include the following:

1. Payment structure is based on the LRD's reclaimed water lake levels.
2. The payment structure and lake level requirements differ before the Town's DIW is released for service by the Florida Department of Environmental Protection (FDEP) and after the Town's DIW is released for service.

3. Before the Town's DIW is released for service:
    a. The Town pays the LRD $0.00 per 1,000 gallons when the LRD lakes are between elevations 9.0' – 15.0' NGVD. Between these levels, there is sufficient storage in the LRD's reclaim lakes for them to accept NF by-product water without concern of having to dispose of it in their DIW.
    b. The Town pays the LRD $0.30 per 1,000 gallons when the LRD lakes are greater than elevation 15.0' NGVD. Above this level, the LRD would likely have to dispose of the blended water in the DIW, which is a direct cost to them.
    c. The LRD pays the Town $0.30 per 1,000 gallons when the LRD lakes are below elevation 9.0' NGVD. Reclaim lake levels are rarely this low, as evidenced by the graph in Attachment 3. Based on historical lake levels, it is not anticipated that the Town would receive significant revenue from the LRD under the proposed agreement unless unusually low rainfall conditions occur, similar to those experienced in 2025.
4. After the Town's DIW is released for service:
    a. The Town pays LRD $0.00 per 1,000 gallons when the LRD lakes are between elevations 10.0' – 14.0' NGVD. The window of sufficient lake storage narrows by 2 feet.
    b. The Town pays the LRD $1.65 per 1,000 gallons when the LRD lakes are greater than elevation 14.0' NGVD. In this scenario, the cost charged to the Town by the LRD is 5.5 times higher than before the Town's DIW is in service. Staff does not anticipate NF by-product water would be delivered in this scenario, since the Town will have use of its surface water outfall as a backup means of disposal should an emergency occur that removes the Town's DIW from service for an extended period of time.
    c. The LRD pays the Town $0.30 per 1,000 gallons when the LRD lakes are below elevation 10.0' NGVD. This rarely occurs although in 2025, which was an unusually dry year, the LRD's lake levels were below elevation 10' for nearly 4 months. Revenue from the LRD under this ILA is not expected to be much.
5. The term of the proposed ILA is twenty years. The ILA can be extended or amended in writing upon mutual agreement by both parties.
6. The ILA contains a cancellation clause requiring 60-days advance notice.

Attachment 3 illustrates the payment structure based on the LRD's reclaimed water lake levels before and after the Town's DIW becomes operational and is placed into service. The attachment also presents historical reclaimed water lake level trends and the Town's estimated annual cost under the proposed rate structure before the Town's DIW is in service, which is expected to be $50,000 annually.

Once the Town's DIW is in service, costs to the Town increase significantly when the LRD's lake levels are above elevation 14 feet NGVD. Under this condition, it is reasonable to assume that the Town would not send NF by-product water to the LRD because the Town would be utilizing its own DIW for management of NF by-product water and would also have use of its surface outfall for emergency backup disposal if the Town's DIW was out of service for an extended period.

Town Council's approval of Resolution 64-26 authorizes the mayor to execute the ILA for NF by-product water with the LRD on behalf of the Town.

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

ANALYSIS

Resolution 64-26 approves a new interlocal agreement (ILA) between the Town of Jupiter ("Town") and the Loxahatchee River Environmental Control District ("LRD") for the delivery of nanofiltration (NF) by-product water to the LRD. While the Town's Deep Injection Well (DIW) is under construction, the estimated annual cost to the Town under the proposed ILA is approximately $50,000. The Town's DIW is expected to be operational by December 2027.

After the DIW is placed into service, disposal costs will increase from $0.30 to $1.65 per 1,000 gallons when the LRD's reclaimed water lake levels exceed elevation 14 feet NGVD. Once the Town's DIW is operational, the Town expects to have little to no need to send NF by-product water to the LRD during periods of high lake levels because the Town's existing surface water outfall would be available as a backup disposal option if the Town's DIW had to be removed from service for an extended period of time.

The proposed ILA has a twenty-year term, with provisions for extension by mutual agreement and includes a termination clause requiring 60-day advance notice. Approval of Resolution 64-26 authorizes the Mayor to execute the agreement on behalf of the Town.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 64-26
2. Proposed Interlocal Agreement
3. Historical Reclaim Lake Levels and Estimated Costs
4. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$15,000 $50,000	For remainder of FY 2026 Proposed budgeted for FY 2027
Amount Approved in Budget	$71,904	Sources: 40050133-543000, WTP Utility Services

*This is the estimated amount requested for FY 2027, which is subject to Town Council approval of the fiscal year operating budget.

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

RESOLUTION NO. 64-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FOR NANOFILTRATION BY-PRODUCT WATER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter ("Town") owns and operates water and stormwater utility systems while the Loxahatchee River Environmental Control District ("LRD") owns and operates a wastewater utility and associated water reuse system serving similar geographic confines of Northern Palm Beach and Southern Martin Counties; and

WHEREAS, the LRD owns and operates a deep injection well for disposal of their wastewater effluent that has also served as a disposal option for the Town's NF by-product water during wet weather months for the past twenty years; and

WHEREAS, the Town is constructing a deep injection well for its management of membrane concentrate and other water treatment by-product streams produced by their water treatment plant; and

WHEREAS, the Town and the LRD acknowledge that the LRD's existing reuse system and the Town's existing NF concentrate and backwash water interconnect to the LRD offers an alternative water supply option for beneficial reuse of the Town's NF by-product water**,** and

WHEREAS, both entities strive to provide safe and reliable services in an economical fashion to their customers; and

WHEREAS, both entities endeavor to be environmentally conscious and agree that intergovernmental collaboration benefits respective customers and the environment by protecting water resources including the Loxahatchee River and drinking water aquifers; and

WHEREAS, Chapter 163, Florida Statutes authorizes and encourages local governments to work cooperatively through interlocal agreements; and

WHEREAS, the Town and the LRD have prepared a new interlocal agreement which sets forth their respective responsibilities for deliveries of nanofiltration by-product water.

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

Section 1. The interlocal agreement (a copy of which is attached hereto) between the Town and the LRD is hereby approved.

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

Section 3. Upon the acceptance and execution of the interlocal agreement by the Town and appropriate officials of the LRD, the parties shall be responsible for carrying out their respective responsibilities which have been established therein.

Section 4. This Resolution shall take effect on June 21, 2026 upon its execution.

06/02/2026

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FOR NANOFILTRATION BY-PRODUCT WATER

This Interlocal Agreement ("Agreement") shall be effective as of the 21st day of June 2026 ("Effective Date"), and is being entered into by and between the TOWN OF JUPITER, 210 Military Trail, Jupiter, Florida 33458, a municipal corporation (hereinafter referred to as the "Town"), and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, 2500 Jupiter Park Drive, Jupiter, Florida 33458, an independent special district of the State of Florida (hereinafter referred to as the "LRD") (individually "Party" or collectively "Parties").

WHEREAS, the Town owns and operates water and stormwater utility systems while the LRD owns and operates a wastewater utility and associated water reuse system serving similar geographic confines of Northern Palm Beach and Southern Martin Counties; and

WHEREAS, both entities strive to provide safe and reliable services in an economical fashion to their customers; and

WHEREAS, both entities strive to be environmentally conscious and agree that intergovernmental collaboration benefits respective customers and the environment by protecting water resources including the Loxahatchee River and drinking water aquifers; and

WHEREAS, the Town and LRD entered into an Interlocal Agreement ("ILA") on June 20, 2006, as amended on May 4, 2012, to promote intergovernmental cooperation and provide environmental benefits related to regional drinking water and reclaimed water supplies, which will expire on June 20, 2026; and

WHEREAS, the existing ILA established a mechanism for nanofiltration concentrate and/or filter backwash water (collectively, "NF By-Product Water") to be delivered from the Town to the LRD for blending with reclaimed water or disposal by deep injection well.

WHEREAS, the LRD informed the Town that it will not renew the existing ILA and the terms and conditions therein, but would entertain a new interlocal agreement which contains different terms and conditions as requested by LRD; and

WHEREAS, the LRD owns and operates a deep injection well for disposal of their wastewater effluent that has also served as a disposal option for the Town's NF By-Product Water during wet weather months for the past twenty years; and

WHEREAS, the Town is constructing a deep injection well for its management of membrane concentrate and other water treatment by-product streams produced by their water treatment plant; and

WHEREAS, the Town and the LRD acknowledge that the LRD's existing reuse system and the Town's existing NF Concentrate and Backwash Water interconnect to the LRD offers an alternative water supply option for beneficial reuse of the Town's NF By-Product Water.

NOW THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, the Town and the LRD for and in consideration of the mutual benefits and promises set forth herein, do hereby enter into this Agreement and represent, covenant, and agree as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to identify the respective duties and obligations of the parties regarding the deliveries of NF By-Product Water by the Town to the LRD.

SECTION 3. DUTIES AND OBLIGATIONS. Both parties agree to the following duties and obligations:

A. Before such time as the Town's deep injection well ("DIW") is released for service by the Florida Department of Environmental Protection ("FDEP"), authorizing the Town to receive the NF By-Product Water, the following conditions apply:

1. The LRD shall accept deliveries of NF By-Product Water from the Town at no charge to the Town provided the LRD Reclaim Lake #1 average day water level is between Elevation 9.0' NGVD and Elevation 15.0' NGVD.
2. The LRD shall accept deliveries of NF By-Product Water from the Town when the LRD Reclaim Lake #1 average day water level is above Elevation 15.0' NGVD for a unit cost $0.30/1,000 gallons, charged to the Town.
3. The Town shall supply NF By-Product Water to the LRD when the LRD Reclaim Lake #1 average day water level is below Elevation 9.0' NGVD at a unit cost of $0.30/1,000 gallons, charged to the LRD.
4. NF By-Product Water deliveries shall not exceed 3.0 million gallons per day.
5. The Town shall suspend deliveries of NF By-Product Water to the LRD within 48 hours of the anticipated arrival of hurricane conditions in the service areas of both public entities, or when the LRD's ability to accept, recycle, or dispose of NF By-Product Water is not possible due to failure of a critical asset such as a relevant force main or pump.

B. After such time as the Town's DIW is released for service by the FDEP to receive the NF By-Product Water the following conditions apply:

1. The LRD agrees to accept deliveries of NF By-Product Water with 24 hours' advance notice from the Town at no cost to the Town provided the LRD Reclaim Lake # 1 average day water level is between Elevation 10.0' NGVD and Elevation 14.0' NGVD, and provided that such deliveries to the LRD do not inhibit the LRD's ability to safely provide wastewater service to its service area.

2. The LRD agrees to accept deliveries of NF By-Product Water from the Town with 24 hours' advance notice from the Town when the LRD Reclaim Lake # 1 average day water level is above Elevation 14.0' NGVD for a unit cost of $1.65/1,000 gallons charged to the Town, provided that such deliveries to the LRD do not inhibit the LRD's ability to safely provide wastewater service to its service area.
3. The Town agrees to supply the LRD with NF By-Product Water with 24 hours' advance notice from the LRD when the LRD Reclaim Lake #1 average day water level is below Elevation 10.0' NGVD at a unit cost of $0.30/1,000 gallons charged to the LRD, provided that such deliveries to the LRD do not inhibit the Town's ability to safely provide potable water service to its service area.
4. NF By-Product Water deliveries shall not exceed 3.0 million gallons per day.
5. The Town shall suspend deliveries of NF By-Product Water to the LRD upon notice from the LRD prior to anticipated arrival of hurricane conditions in the service areas of both entities, or when the LRD's ability to accept, recycle, or dispose of NF By-Product Water is not possible due to failure of a critical asset such as a relevant force main or pump.

C. The LRD shall be responsible for all operating and maintenance costs associated with all LRD owned equipment and assets.

D. The Town shall be responsible for all operating and maintenance costs associated with all Town owned equipment and assets.

E. The LRD shall establish and provide the Town with electronic access to the LRD's digital monitoring data for Lake #1 water levels

F. The Town shall provide the LRD with daily flow records based on the Town's metering equipment to quantify deliveries of NF By-Product Water to the LRD.

G. The Town shall conduct quarterly water quality testing of NF By-Product Water, which shall adhere to the following criteria. The LRD may conduct water quality testing of NF By-Product Water at its own expense. The Town shall suspend deliveries of NF By-Product Water to the LRD within 24 hours and take corrective action if this water quality criteria is exceeded.

Water Quality Criteria for NF By-Product Water

Parameter	**Limit**
TDS	2,200 mg/L
Chloride	272 mg/L
Calcium	588 mg/L
Magnesium	29 mg/L
Potassium	11 mg/L
Sodium	98 mg/L
Sulfate	700 mg/L

Parameter	Limit
pH	7.7

H. Unit costs in this Agreement shall be adjusted annually in March based on the 12-month (January – December) percentage change in the U.S. Department of Labor's Water and Sewerage Maintenance Index (Series Id CUUR0000SEHG01).

I. At 6-month intervals, the Parties shall review flow data to determine and agree on the net chargeable volume, and the Party owed payment shall issue an invoice to the other.

J. Payments shall be made semi-annually (fiscal year: October 1 – September 30) and are due within 30 days following the date of invoice.

K. The LRD and the Town acknowledge the existence of the Town's Surficial Aquifer Wells No. SA35 & SA36 on the LRD's property. The LRD and the Town agree that Wells No. SA35 & SA36 shall be operated within the following protocols:

1. The LRD has provided an easement to the Town that includes Surficial Aquifer Wells No. SA35 & SA36 and all associated appurtenances located on the LRD property located at 2500 Jupiter Park Drive.
2. The LRD shall provide the Town with free and unrestricted access to the Town's Surficial Aquifer Wells No. SA35 & SA36, and all associated appurtenances located within the existing easement on the LRD property located at 2500 Jupiter Park Drive.
3. The Town shall be responsible for all maintenance and operation of Town's Surficial Aquifer Wells No. SA35 & SA36, and all associated appurtenances located on the LRD property located at 2500 Jupiter Park Drive.
4. The Town shall minimize withdrawals from Town Wells No. SA35 & SA36 upon request from the LRD based on Lake #1 average day water level being less than 12 feet NGVD, provided that such request does not inhibit the Town to safely provide water service to the region.
5. The Town shall maximize withdrawals from Town Wells No. SA35 & SA36 upon request from the LRD based on Lake #1 average day water level being greater than or equal to 14 feet NGVD, provided that such request does not inhibit the Town to safely provide water service to the region.

SECTION 4. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other and nothing contained herein shall be construed as a waiver by either Party of the liability limits established in Section 768.28 Florida Statutes.

SECTION 5. TOWN INDEMNIFICATION. In the event a claim or lawsuit is brought against the LRD, its officers, employees, servants, or agents, related to an alleged act or omission by the Town for which the Town was responsible under this Agreement, the Town agrees, without waiver

of limitations provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the LRD, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the LRD, its officers, employees, servants or agents may or could sustain.

SECTION 6. LRD INDEMNIFICATION. In the event a claim or lawsuit is brought against the Town, its officers, employees, servants or agents, related to an alleged act or omission by the District for which the LRD was responsible under this Agreement, the LRD agrees, without waiver of limitation as provided for in Section 768.28 Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the Town, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Town, its officers, employees, servants or agents may or could sustain.

SECTION 7. NOTICES. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or ten (10) days if same are delivered via registered or certified mail, return receipt requested, or other traceable means of delivery confirming receipt to the following locations.

All notices to the Town:

Town of Jupiter, Florida
17403 Central Boulevard
Jupiter, Florida 33458
Attn: Director of Utilities
Phone: (561) 741-2270
Email: amandab@jupiter.fl.us

All notices to the LRD:

Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458
Attn: Executive Director
Phone: (561) 747-5700
Email: Albrey@LRECD.org

SECTION 8. AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties. The Parties agree that any change in environmental law, rule, regulation, or permit condition that has, or may reasonably be expected to have, a direct or indirect, material, and adverse effect upon the Town's or the LRD's ability or cost to perform either public agency's obligations under this Agreement may constitute grounds for amendment or termination of this Agreement.

SECTION 9. VENUE AND ELECTION OR REMEDIES. This Agreement shall be construed and governed by the laws of the state of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit, or if a federal claim in the Southern District court in Palm Beach County, Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter

existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 10. DISCRIMINATION. The LRD and the Town agree that no person shall be discriminated against pursuant to United States federal law or Florida state law in fulfillment of this Agreement.

SECTION 11. ATTORNEY'S FEES AND COSTS. In the event of any litigation or administrative proceedings to settle issues arising hereunder, the prevailing party shall be entitled to recover against the other Party its costs and expenses, including reasonable attorney's fees, which shall include but not be limited to any fees and costs for any appeal that may be taken.

SECTION 12. SEVERABILITY. In the event that any section, paragraph, sentence, clause or provision thereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a Party in which event the Agreement shall be thereupon terminated.

SECTION 13. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations or agreements, either written or oral, relating to the matters which are subject of this Agreement.

SECTION 14. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

SECTION 15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 16. CONSTRUCTION. The Parties acknowledge that each has shared equally in the drafting and construction of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 17. CLERK OF COURT. A copy of this Agreement shall be filed with the Clerk of Court in Palm Beach County, Florida.

SECTION 18. EFFECTIVE DATE; TERM; COMMENCEMENT DATE. This Agreement shall be effective on June 21, 2026, and shall have a term of 20 years (June 21, 2026, to June 20, 2046) unless otherwise terminated as provided within the Agreement. The Term may be extended or amended upon the mutual written agreement of the Parties. The Agreement may be terminated by either Party after such time as the Town's deep injection well is released for service by the FDEP to receive NF By-Product Water, provided the terminating Party provides sixty (60) days advance written notice of its intention to do so.

EXECUTED by the Town of Jupiter this _____day of _____, 20__.

ATTEST:

By: _____
Name: Merriane Lahmeur

TOWN OF JUPITER

By: _____
Jim Kuretski, Mayor

Approved as to legal form and sufficiency:

By: _____
Thomas J. Baird, Esq.
Attorney, Town of Jupiter, Florida

EXECUTED by the Loxahatchee River Environmental Control District this _____day of _____, 20__.

ATTEST:

By: _____
D. Albrey Arrington, Ph.D.
Executive Director

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
Kevin L. Baker, Chairman

Approved as to legal form and sufficiency:

By: _____
Curtis Shenkman, Attorney
Loxahatchee River District

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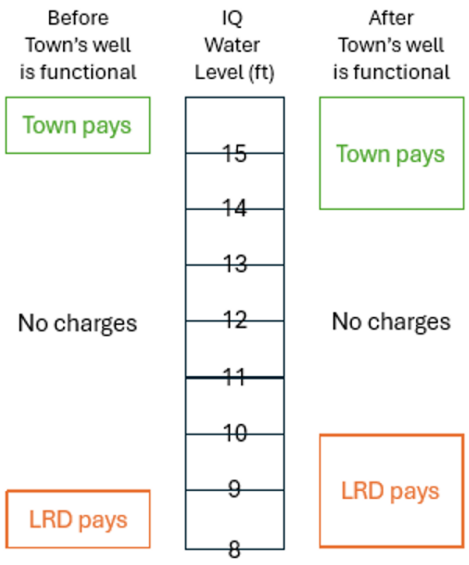

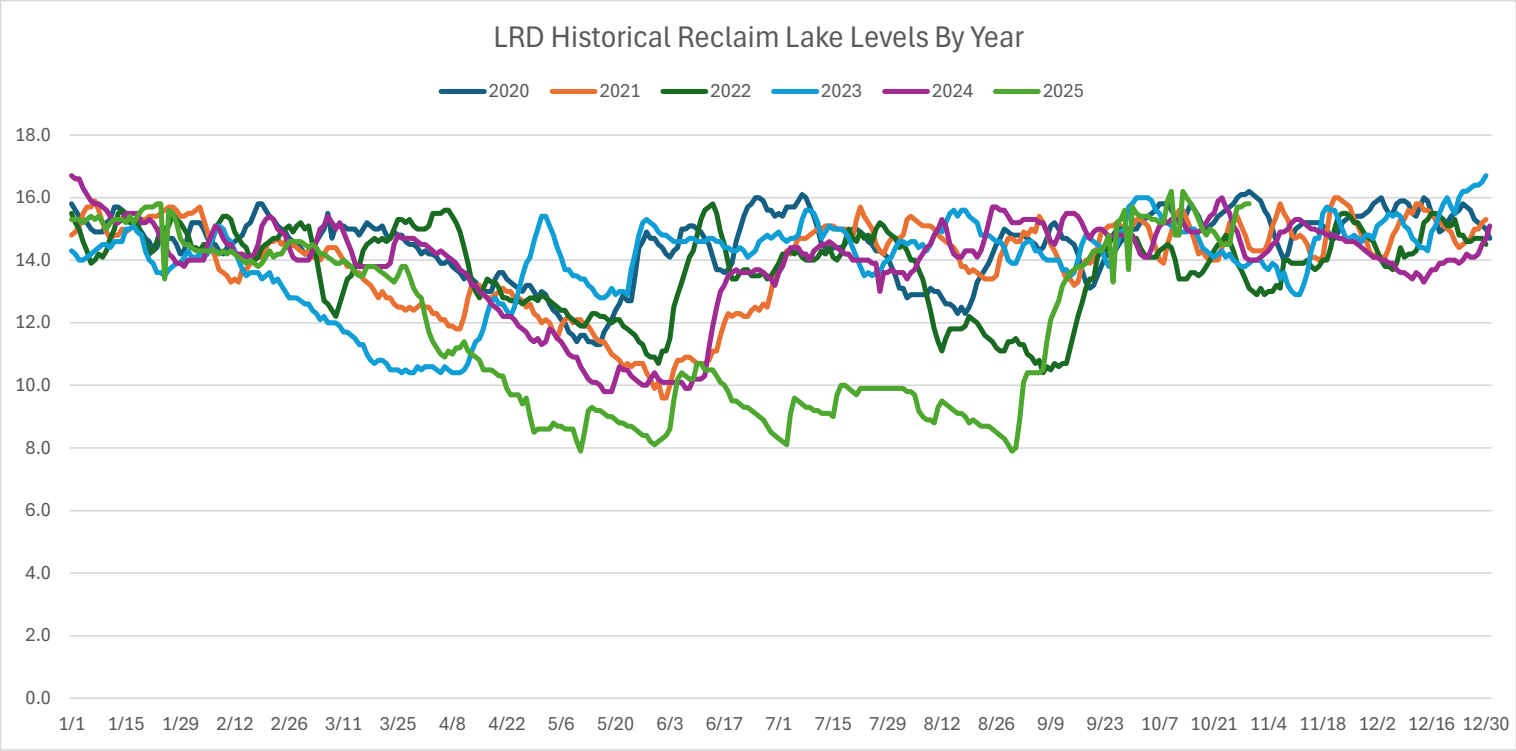

Estimated Annual Expense to Town for Deliveries of NF By-Product Water to the LRD
(Based on Historical Lake Levels for 2020-2024)

	2020	2021	2022	2023	2024	2025*	Average (2020-2025)	Average (Excl 2025)
Before Town's Deep Injection Well In Service								
Cost per 1,000 gal.	**$ 0.30**							
Lake Level greater than 15'	$ 81,339	$ 56,260	$ 32,214	$ 37,647	$ 39,154	$ 27,840	$ 45,742	**$ 49,323**

MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: May 21, 2026

To: Honorable Mayor and Member of Town Council

Thru: Frank Kitzerow, Town Manager

From: Scott Reynolds, Chief Financial Officer

Re: Procurement Review – Resolution 64-26 Interlocal Agreement (ILA) with the Loxahatchee River District for Nanofiltration By-Product Water.

After reviewing the documents associated with the request to execute a new interlocal agreement (ILA) between the Town and the Loxahatchee River Environmental Control District ("LRD") to facilitate deliveries of nanofiltration by-product water from the Town to the LRD, I have found that the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements.

This ILA procurement complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Bayside Site Plan

DATE	June 2, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Resolution 11-26, Bayside** - (quasi-judicial) – Site Plan application for a four story office building and shared access drive with an adjacent Town owned property, on a .53± acre property, located at 1001 North Alternate A1A ***(PZ 22-5351).***

EXECUTIVE SUMMARY
Approval of a site plan application for a four-story office building and shared access drive adjacent to a Town-owned property on a .53± acre property located at 1001 N. Alternate A1A.

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

ANALYSIS
The subject application of a four-story office building in this location is typically eligible for administrative approval. However, due to the request for a shared access drive between the adjacent town-owned property and the subject property, Town Council approval is required.

At their April 14, 2026, meeting, the Planning and Zoning Commission unanimously recommended approval of the site plan (by a vote of 7-0). Conditions of approval related to the architecture were left to be discussed between the applicant and staff to further evaluate what changes were feasible prior to Town Council consideration. Staff met with the applicant on Wednesday, April 29, 2026, to discuss the outstanding architectural conditions. As a result, the applicant agreed to add architectural features to the building to ground the structure from a pedestrian perspective, increased plantings and irrigation on the western facing side of the roof top element, and included vertical louvers on stair openings and wood accents to the west facade of the building. The changes made will be subject to Town Council review to determine if the site plan review criteria are met, as detailed in the staff report.

Approval of this item will allow for the construction of the proposed four-story office building and allow the Mayor to execute an agreement for the shared access drive between the subject property and the town-owned property to the north.

STRATEGIC PRIORITY
● Manage Growth

ATTACHMENTS
1. Resolution #11-26

2. Staff Report and Attachments
3. Plans
4. Applicant Presentation
5. Staff Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us or 561-741-2464.

RESOLUTION NO. 11-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SITE PLAN FOR A FOUR STORY OFFICE BUILDING WITH UNDER BUILIDING PARKING, AND A SHARED ACCESS DRIVE WITH AN ADJACENT TOWN PARCEL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Albers Land Company LLC, is the owner ("the Owner") of approximately 0.53± acres of property, the legal description of which is attached hereto and incorporated herein as Exhibit A (the subject property); and,

WHEREAS, the subject property's address is 1001 N Alternate A1A; and,

WHEREAS, Cotleur & Hearing, acting as the authorized agent (the Applicant) for the Owner has submitted an application for a site plan requesting authorization to construct a four story office building with under building parking (the Application); and,

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

WHEREAS, the Town Council has conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, at its hearing the Town Council considered the evidence presented to it by the Planning and Zoning Department staff, the Owner and Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's

Comprehensive Plan and whether the Application meets the Land Development Regulations of the Town Code; and,

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

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 site plan authorizing the construction of a four story office building with under building parking.

Section 3. The Mayor is hereby authorized and directed to execute an easement agreement with the Owner for a shared driveway as further depicted on the site plan.

Section 4. The Owner and Applicant, and their successors or assigns shall comply with and maintain the following conditions:

1) The Owner shall install and maintain all improvements in compliance with the following:
    a) Site Plan, Prepared by Cotleur & Hearing, Inc., referenced as "Site Plan", and "Site Details", dated 08/29/22, revised 09/10/25, and received by the Planning and Zoning Department on 04/6/25.
    b) Statement of Use, prepared by Cotleur & Hearing, Inc., referenced as "Statement of Use", dated 05/05/26, and received by the Planning and Zoning Department on 05/05/26.
    c) Landscape Plan, prepared by Cotleur & Hearing, Inc., referenced as "Sheet 1 of 2" and "Sheet 2 of 2", dated 08/19/22, revised 09/10/25, and received by the Planning and Zoning Department on 08/21/25.

d) Floor Plans, prepared by Birse/Thomas, referenced as “A1.11”, “A1.12”, “A1.13”, “A1.14”, “A1.15” dated 05/05/26, and received by the Planning and Zoning Department on 05/7/26.

e) Building Elevations, prepared by Birse/Thomas, referenced as “A2.01”, “A2.02”, dated 05/05/26, received by the Planning and Zoning Department on 5/20/26.

f) Bayside Openness Diagram and Renderings, prepared by Cotleur & Hearing, Inc., received by the Planning and Zoning Department on 04/06/26.

2) The uses conducted on the subject property shall be consistent with the Statement of Use, dated 05/05/26. 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) ***Site Plan.*** Prior to the issuance of any development permits, the Applicant shall update the site plan so that it is consistent with the approved marine stewardship plan required herein.

4) ***Historic and Archaeological Resources.*** Prior to the issuance of any development permits, the Applicant shall schedule and conduct a preconstruction meeting with the Town on the construction timeline and archaeological requirements per CTD #2-25. The construction timeline shall include but not be limited to the following: demolition/removal of existing structures, clearing and grubbing, stormwater and utility trenching, footer/pier excavation and formwork, site work (parking, lighting, curbing, and similar) and landscaping.

5) ***Architecture.*** Revise the architectural plan to:

a. Note and ensure the louver system includes a rain sensor and remains operable and in good repair.

b. Label the locations of Coral Stone tile on sheet A2.01 to match the rendering.

6) ***Engineering.*** Prior to the issuance of a development permit, the Owner shall provide a draft shared driveway easement, cross access easement, and a maintenance agreement for the shared driveway. The draft easements shall be subject to the review and approval of the Town Engineer and Town Attorney. The agreements, once approved shall be recorded. The recorded agreements shall be returned to the Department prior to a Certificate of Occupancy.

7) ***Utilities.*** Prior to the issuance of any development permits, the Owner shall enter into a water services agreement with the Town of Jupiter.

8) ***Landscaping.*** Prior to the issuance of any development permits, the Applicant shall:

a. Revise the landscape plan to include an additional tree within the foundational planting area.

b. Submit a maintenance and management plan for the rooftop planters, including the method of irrigation for the same that demonstrates that all landscaping materials and green roof systems will be maintained in good repair.

9) ***Environmental Protection.***

a. Prior to the issuance of any development permits, the Applicant shall submit a draft transitional upland buffer easement along the east property line as depicted on the site plan. The transitional upland buffer easement shall be subject to the review and approval by the Town Attorney. The approved easement shall be executed and recorded by the Owner and a copy returned to the Department prior to the issuance of a Certificate of Occupancy.

b. Prior to the issuance of any development permits, the Owner shall update the marine stewardship plan to provide details of the marine improvements proposed on the site plan. The marine stewardship plan shall also outline management practices and requirements to maintain natural function of the waterfront and maintenance of the

marine habitat improvements, consistent with policy 1.5.16 of the Coastal Management element of the Town's Comprehensive Plan. The updated marine stewardship plan shall be approved by the Department prior to the issuance of a development permit.

c. Prior to the issuance of any development permits, the Owner shall obtain approval of plans from the Department of Environmental Protection (DEP) and the Army Corps of Engineers (ACOE) for the proposed dock and artificial reef modules, and a copy of the formal sufficiency letter approving the plan shall be provided to the Town.

10) ***Parking.*** The roof top is an accessory use to the professional office, and any use of the area that exceeds normal impacts shall be required to receive a special permit or submit a site plan application subject to Department and or Town Council approval.

11) ***Signage.***

a. Prior to the issuance of any development permits, the Applicant shall submit a Signage Plan to the Department of Planning and Zoning for review and approval.

b. The freestanding sign shall have a maximum height of 7' and a maximum sign copy area of 50 square feet and shall be architecturally compatible with the site.

Section 5. This Resolution shall take effect immediately upon its execution.

Attachments: Exhibit "A" – Legal Description

LEGAL DESCRIPTION

THAT PART OF THE NORTH 100 FEET OF THE SOUTH 800 FEET OF GOVERNMENT LOT 4, SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY OF STATE ROAD ALTERNATE A1A.

PARCEL IDENTIFICATION NUMBER: 30-43-40-31-00-004-0080

Bayside Site Plan
TOWN MANAGER'S OFFICE

DATE: June 2, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank Kitzerow, Town Manager

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

SUBJECT: **Bayside** - (*quasi-judicial*) – Site Plan application for a four story office building and shared access drive with an adjacent Town owned property, on a .53± acre property, located at 1001 North Alternate A1A ***(PZ 22-5351).***

Res. #11-26	P&Z Commission: 11/13/25 (Postponed)
PZ 22-5351	P&Z Commission: 1/13/26 (Postponed)
	P&Z Commission: 04/14/26
T. Hart	Town Council: 06/02/26

Project Information

Project Name:	Bayside
Owner/Applicant:	Albers Land Company LLC
Agent:	Cotleur & Hearing, Inc.
Site plan Location:	1001 N Alternate A1A.
Acreage:	0.53±
Future Land use designation:	Commercial
Zoning:	Center Street/North Alternate A1A Redevelopment Overlay Area (ROA) with underlying C-2 Commercial, General
Existing uses:	Vacant
Proposed uses:	Office (5,830 sf of gross floor area + 2,645 sf of covered roof area)
Request:	Application for a four story, 5,830 sf office building, with under building parking and shared access drive between the subject property and Town of Jupiter property.

Applicant Issues

The applicant does not have any issues with Resolution #11-26.

Staff Update

On April 29, 2026, Staff met with the applicant to discuss architectural modifications as requested by the Planning and Zoning Commission, as further detailed in the ***Architecture*** section of this report on Page 8. Following the Planning and Zoning Commission, the applicant submitted the following changes:

- Additional plantings and irrigation on the west facing elevation of the roof top element and along the ground level parking.
- Installation of coral stone to the base of the building.
- Inclusion of vertical louvers on stair openings, and vertical solar shade (wood accents) to the west façade of the building facing Alternate A1A.

The conditions of approval in Resolution 11-26 reflect the recommendations of the Planning and Zoning Commission, as well as the revisions to the plans the applicant has completed. The ***Analysis*** section below has been updated to reflect the conditions contained within Resolution #11-26.

Planning and Zoning Commission Recommendation

At their April 14, 2026, meeting, the Planning and Zoning Commission voted to recommend approval of the subject application (by 7-0 vote) and requested that staff meet with the applicant to resolve outstanding architecture conditions.

Staff Update (04/07/26)

After requesting to postpone the application from the November 13, 2025, Planning and Zoning Commission meeting, the applicant updated the building elevations in late November to help address issues related to the bulk, mass, and height of the building, and general conformity with the character and appearance of surrounding structures. Staff has updated the report throughout and provided conditions of approval to assist in addressing consistency with Comprehensive Plan and Code. Generally, these include the following:

- Comply with archaeological requirements in CTD #2-25 relating to excavation, monitoring, documentation and preservation.
- Update the marine stewardship plan.
- Provide draft easements for the proposed shared driveway and cross access, and a maintenance agreement for the shared driveway.
- Restrict the use of the top floor of the building.
- Revise the architectural elevations to:
    - Address the massing of the fourth story;
    - Include a maintenance and management plan for the rooftop planters;
    - Include architectural details that interpret a historic style.

The Town Council, after considering the recommendation of the Planning and Zoning Commission, will need to determine whether the above changes are sufficient enough to determine the proposed development to be consistent with Town Comprehensive Plan policies and Town Code detailed herein.

Planning and Zoning Commission (November 13, 2025)

Prior to the November 13, 2025 meeting, the applicant requested to postpone the subject application to allow for additional time to address outstanding issues presented by staff within the November report.

Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application is not in compliance with some Comprehensive Plan policies and the Town Code

sections. The proposed application requires Town Council consideration and determination related to the following:

1. Policy 1.13.3(e) of the Future Land Use of the Comprehensive Plan regarding redevelopment consistent with future plans or the surrounding established character of an area, including building scale and massing.
2. Section 27-175 (1), entitled “Site Plan Criteria” regarding consistency with the goals, objectives and policies of the town comprehensive plan.
3. Section 27-175 (3), entitled “Site Plan Criteria” regarding whether or not the proposed development is consistent with all applicable land development regulations and all other portions of this code
4. Section 27-175(4), entitled “Site Plan Criteria” regarding consistency with the established or proposed character of an area.
5. Section 27-2006 entitled “Architectural and community appearance review standards for site plan or subdivision applications” regarding the architectural compatibility of the proposed development.

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	Unimproved parking (Town property)	Commercial/ Center Street/North Alternate A1A Redevelopment Overlay Area (ROA) with underlying C-2 Commercial General
South	Office Building	Commercial/ Center Street/North Alternate A1A Redevelopment Overlay Area (ROA) with underlying C-3 Commercial Office,
East	Intercoastal Waterway	N/A
West	Alternate A1A and FEC ROW	Not Designated/ NZ Not Zoned

Table 2: Site Plan Information

	C2 Commercial, General	Owner’s proposal
Minimum lot area	15,000 sq. ft.	21,851 sq. ft.
Minimum front property line width	75 feet	105 feet approx.
Minimum lot depth	150 feet	215 feet approx.
Maximum building height	60 feet[1]	49 feet
Maximum lot coverage	35 percent	18.6 percent

Table 3: Landscaping

	C2, Commercial, General	Owner’s proposal
Minimum greenspace	30 percent	35.52 percent
Minimum native plant material	50 percent	57.5 percent
Minimum perimeter trees	26 Trees	35 Trees
Minimum foundation plantings	1,088 sf	692 sf[4]
Minimum foundation trees	4	3[4]

[1] Per 27-566 when a portion of the off-street parking requirements are provided for under the entire building, the height may be increased to 60 feet.

Table 4: Parking

	Square Feet (SF)	Minimum requirements	Owner's proposal
Professional Office (1/250 square feet)	5,830 SF	23 spaces	24 spaces

Table 5: Setbacks

	C2 Commercial, General	Owner's proposal
Front Setback – West	50 ft	92 ft
Side Setback – South	10 ft	16 ft[2]
Side Setback – North	10 ft	14 ft[2]
Rear Setback – East	30 ft	42 ft

Table 6: Traffic

Traffic Performance Standards (TPS)	Owner's proposal[3]
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Yes
New daily trips	-19[5]
New AM peak hour trips	-2
New PM peak hour trips	-3

Table 7: Stormwater Management

Minimum requirements	Owner's proposal
Satisfies Town of Jupiter Requirements	Yes

Table 8: Pedestrian Amenities

	Code requirements	Owner's proposal
Bicycle racks	1	1
Bench	1	1
Trash Receptacle	1	1

Background

The subject commercial property is 0.53-acres owned by Albers Land Company LLC. The subject request is for the construction of a four story office building including under building parking and a shared access drive with the adjacent Town owned property. Based on the definition of Gross Floor Area (GFA), the first floor of the building includes 230 SF of GFA and the fourth floor includes 390 SF of GFA, which does not include the 2,645 SF of usable roof area. However, the overall height of the structure is the size of a typical four-story building at 49 feet tall.

The pre-existing building included a single-story 7,542 SF commercial building (office, retail and personal services) with mooring for two dive boats associated with an onsite dive store which was demolished. The property owner and Town have a parking license agreement for 30 non-

[2] Per 27-2307 Roof overhangs, awnings, and staircases can encroach into the setback a max of 36 inches.
[3] Traffic calculations do not account for the additional usable space (covered roof top) that may create an increase in Average Daily Trips, if not limited to accessory use to the office.
[4] See landscape analysis section of staff report.
[5] The current dive boat use on the site is not factored into the traffic or parking calculations as the operations will cease upon construction per the applicant.

exclusive off-site parking spaces on the Town-owned property to the north for which the Owner pays a monthly fee to the Town. Either party may terminate the agreement provided they give 30 days' notice. The 30 parking spaces in the agreement are for ten paved angled parking spaces on the north side of the now-demolished building and 20 additional parking spaces on the unpaved portion of the Town's vacant lot further to the north. Currently, the dive store is located in the Shoppes at Jupiter and the dive boats remain moored at the subject property's docks where they run their dive boat operations. Based on the applicant's statement of use, at the commencement of the construction for the proposed redevelopment, the dive boats will no longer be permitted to operate from this property, and the property owner will suspend the parking lease with the Town's adjacent C-2 property (See Attachment A – Statement of Use).

Since the November 13th Planning and Zoning Commission meeting, the applicant met with Staff on multiple occasions to discuss ways to address the proposed building's consistency with the character and massing in comparison to surrounding buildings.

Figure 1: View of proposed building from N. Alternate A1A looking to the southeast.

Figure 2 provides a side by side of the changes listed below made by the applicant after discussions with Staff in November of 2025:

1. Step back of a portion of the fourth story roof element away from the street;
2. Sight reduction in mass above the northwest roof/stair corner;
3. Reduction of the stair landing guardrail to align with the edge of the wall; and
4. The addition of three windows to the central mass of the west façade.

Figure 2: Original NW elevation facing Sawfish Bay Park Nov. 2025 (Left); and modified NW elevation facing Sawfish Bay Park Jan. 2026 (Right).

History

The previous one story 7,377 square foot commercial building was originally constructed in 1971 and used a portion of the Town owned property to the north to meet parking requirements, since a portion of the front property was taken for right of way to expand Alternate A1A. The adjacent lot on the north is Town-owned. The lot was purchased in the early 2000's as part of the Fullerton Island settlement agreement. It was the mainland portion proposed to be used to access the nearby island, now known as Karen J. Golonka Island, when it was proposed to be developed with single family homes.

The property owner received approval for a two-phased Certificate to Dig for the subject property located within the Moderate Potential Zone. Given the location, the subject property was required to evaluate the archaeological resources and obtain Certificates to Dig (CTD) per Section 27-2443(b), entitled "Archaeological Resource Protection". During the initial review by the Historic Resources Board (HRB), it was determined that a two-phased approach would provide the data needed to adequately mitigate the impacts to the existing archaeological site. The first CTD was processed strictly for the demolition of the existing building and parking lot on the property. The second CTD furthered the scientific analysis gathered during the Phase I assessment by conducting research on areas that were previously unexposed by the one-story building (See Attachment B – Certificate to Dig #2-25). Conditions of approval in CTD #2-25 are required. Specifics on the findings and compliance are further detailed in the analysis.

Analysis

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

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is in conformance with the Commercial land use designation of the Future Land Use element of the CLUP; however, the subject application is inconsistent with some policies of the Comprehensive Plan related to the existing and future character of the area, unless determined otherwise by the Town Council.

Existing and Future Character of the Area - Policy 1.13.3(e) of the Future Land Use of the Comprehensive Plan which states:

> *"At a minimum, infill, redevelopment plans and activities, and upgrading of existing properties shall 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 to setbacks, lot coverage, buildings scale, and/or massing****."*

Staff Comment: The established character along the N. Alternate A1A corridor is predominately small scale one story commercial buildings with a few having smaller second story portions that are stepped back. In addition, the Sawfish Bay Park on the north side of the subject property is home to two historic one-story buildings, the FEC Train Depot (*circa*1915) and the Aicher pioneer home (*circa* 1913). While the historic structures were moved to the park, they have become an integral part of the character of the area. The proposed building is located approximately 130 feet south of the Aicher House.

The future character of the corridor has been discussed by the Town Council and is further outlined in the adopted Redevelopment Overlay Area (ROA). The applicant is not requesting to utilize the incentives within the Center Street/N. Alternate A1A ROA and therefore is not

required to meet the general planning principles for the surrounding area (Section 27-1759). While not required, these principles have been identified as characteristics that are desired by both the Town Council and the community in future developments. While the resubmittal is an improvement, the proposed building could incorporate more historic architectural details and further reduce the massing of the stair tower (see Architecture Section below for more details). Ultimately, the Town Council shall determine whether or not the proposed building is consistent with the established character of the area.

The development of a four story office building that is 49 feet tall to the south of the park would overshadow these structures contributing to its incompatibility. Impacts related to the archaeological midden that is shared on Sawfish Bay Park and extends onto the subject property were addressed as part of the certificate to dig applications.

The development of the proposed office building is not consistent with the Comprehensive Plan policy listed above because of the buildings height, scale and massing. Architectural and design choices, specifically the tower and trellis on the top floor, and their location have contributed to the concern about the development's size and incompatibility with the surrounding developments. The proposed building is a four story, contemporary architectural style that should blend more with the historic commercial character of the surrounding area.

Historic and Archaeological Resources: Policy 1.13.3(c) of the Future Land Use of the Comprehensive Plan which states:

> *"At a minimum, infill, redevelopment plans and activities, and upgrading of existing properties* ***shall address the impact of redevelopment activities on natural systems and any historic and archaeological resources****.*

Staff Comment: The subject property meets the requirements to address the impact of redevelopment on the existing archaeological resources and received approval of a two-phased Certificate to Dig. The CTD #2-25 includes conditions of approval to ensure further compliance.

While the applicant received approval from the Historic Resources Board with a two phased Certificate to Dig and is in compliance with the preservation and research of the existing archaeological resources, there is some concern related to redevelopment impacting the adjacent historic resources (Aicher House and Train Depot). The concern relates to "whether the proposed architectural design and appearance of the building or structure are in harmony with existing development…in the general area". The one-story historic structures located in Sawfish Bay Park are in contrast with the proposed building's four story scale and massing.

C-2 Zoning District. The proposed development is consistent with the quantitative requirements of Chapter 27, Article VI, Division 4, entitled "Commercial, General District (C-2)", as detailed in the Project Data tables above. The proposed office use is a use-by-right and the proposed building meets setbacks and is less than the permitted 60 foot maximum height when providing under building parking. Pursuant to Section 27-259(4)(b), site plan applications for uses-by-right and small-scale development (on less than 2 acres) do not require Town Council approval, unless another section of the code or element requires additional review and approval. The proposed application includes shared access with the Town's property to the north of the subject property. The applicant was authorized to include the shared access drive for purposes of submitting the application; however, formal use of the town property is subject to approval by the Town Council.

Site Plan. The proposed development is consistent with Chapter 27 as it relates to the area and dimension regulations, as detailed in the Project Data tables above. The newly proposed building provides a reduction in intensity of 1,600 SF from the previous building on the property and an elimination of the nonconformities on the site. The prior parking was non-conforming and by incorporating underbuilding parking now meets the minimum code requirements. The applicant has proposed a marine stewardship plan as required by the Comprehensive Plan. While the plan requires modifications, as noted in the Environmental and Marine Stewardship section below, the site plan will need to be updated once the plan is finalized to incorporate the improvements. Staff has included a condition **that prior to the issuance of any development permits, the applicant shall update the site plan so that it is consistent with the approved marine stewardship plan required herein.**

Historic and Archaeological Resources. The subject application includes the site of an intact Late Archaic) archaeological midden (carbon dating from 3110-2890 BC) that is an extension of the Town's Sawfish Bay Park midden with historic findings as well. Findings from the archaeological assessments on the property include St. Johns Check Stamped pottery, articulated shark vertebrae, and charcoal samples, providing evidence of human settlement of known to be part of the Jupiter Inlet, dating back to 3110 BC, marking the site as one of the oldest documented in the Town.

The property owner was approved for two Certificates to Dig (CTD). The conditions of approval in the first CTD #1-23 have been completed with the Historic Resources Board approval of the second CTD #2-25. Conditions of approval within CTD #2-25 will need to be completed as part of the development construction. The CTD approval included a Phase III Assessment that will be conducted on limited portions of the remaining intact parts of the site within the proposed foundation pilings and exfiltration trench in the proposed construction area. The Phase III archaeological management plan contemplates up to 22 units to be hand excavated, with all recovered archaeological material to be cataloged and analyzed. As part of the Phase III management plan, the location of the excavation and units are anticipated at the foundation (pilings and footers), exfiltration for drainage and utility trenching. As part of the CTD, the applicant committed to impacting less than ten percent of the midden and preserving/capping the majority of the intact midden below the structure. To ensure compliance with the CTD, archaeological monitoring by the applicant's archaeologist and routine inspections by the Town will be required. Staff has added a condition to ensure continued compliance stating that **Prior to the issuance of any development permits, the applicant shall schedule and conduct a preconstruction meeting with the Town on the construction timeline and archaeological requirements per CTD #2-25. The construction timeline shall include but not be limited to the following: demolition/removal of existing structures, clearing and grubbing, stormwater and utility trenching, footer/pier excavation and formwork, site work (parking, lighting, curbing, and similar) and landscaping.**

Architecture. If the Town Council supports the proposed conditions of approval, the proposed development may be determined to be consistent with Chapter 27, Article XI, Division 5, entitled "Architectural and Community Appearance Standards". Per Sec. 27-2004, Purpose and intent of the Architectural and Community Appearance Standards, is to review buildings proposed for conformity with the character and appearance of surrounding structures as well as to maintain and/or enhance the architectural character and community appearance of present and future development. It is through the qualitative requirements of the Architectural and Community Appearance Standards that staff has brought up issues with the proposed building mass and height as it relates to the surrounding area.

Building Design – The building has been designed to be elevated over parking which maximizes the utilization of the relatively small property. While this adds to the overall height

of the structure, it may also provide some ground level view of Sawfish Bay from Alternate A1A. The tallest portion of the building, which includes the elevator bulkhead, stairwell, outdoor kitchen area, storage, and restroom is located on the fourth floor and at the northwest portion of the building, closest to Alternate A1A and the Town's park. The building is setback 92 feet from the Alternate A1A right of way and 130 feet from the Aicher House on the Town's property. The massing significantly contributes to the bulk and height of the building and staff presented some suggested changes for the Planning and Zoning Commission's consideration that may reduce the bulk and mass of the fourth story.

Architectural Style – The applicant has proposed a contemporary architectural style for the building. Within the statement of use, the applicant states that the architecture choices for the property *"introduces several new sustainable and resilient design solutions that are not existing at any of the adjacent comparable properties. For example, the building has been designed to take advantage of positioning of the sun and prevailing winds to effectively regulate the temperature of the building, making the building design more efficient. The proposed building is also elevated above grade level to create a more resilient development, this solution addresses concerns regarding sea level rise and the higher and higher king tide events seen on a yearly basis."* (See attachment A).

While the applicant has justified the contemporary architecture of the building based on sustainable and resilient principals, the same sustainable and resilient design solutions exist within Florida Vernacular style architecture to take advantage of sun patterns, shade and air flow, sustainable and resilient design solutions were integral to Florida buildings prior to the invention of air conditioning, including more traditional and less contemporary details such as extended overhang; louvers; balconies and porches maintaining these desired buildings efficiencies. Additions to the architecture to provide more historically established elements that still maintain a contemporary style could be added to maintain a similar design approach that is more indicative of the character of the area, per Sec. 27-175(4).

Scale and Mass – Following the request for postponement in November of 2025, the applicant made changes to reduce the scale and massing of the fourth floor. Changes made by the applicant to the proposal include the following:

- Stepping back the rooftop element away from the street;
- Slightly reducing the mass above the northwest roof/stair corner;
- Reduction of the stair landing guardrail to align with the edge of the northern wall; and
- Adding three windows in the center of the west façade.

In addition to the changes noted above, the applicant modified the roof top element with a trellis feature to allow for more light and air. The trellis feature is to include a mechanical louvered system that would have the ability to be opened and closed. The applicant's update statement of use (5/5/26) notes on Page 10 that the ,"*rain sensor would automatically close the louvers during a rain storm. Otherwise, it is proposed that the louvers remain open, unless the deck is being used and shade is desired during the use. The operable louvers are to remain in working condition to ensure they can be open when the rooftop is not in use."* To ensure the feature has an open appearance, staff has provided a condition that requires the applicant to **revise the architectural plan to note and ensure the louver system includes a rain sensor and remains operable and in good repair.** Some experiences with these systems is that many times they remain closed which adds to the bulk and mass of the building. Additional modifications that were proposed by staff to further increase the proposed buildings compatibility with the surrounding uses are outlined within the "Considerations for Architectural modifications" section below.

The applicant also provided an architectural context plan of the proposed building compared to the adjacent structures on Alternate A1A (See Attachment C – Architectural Context Plan).

As shown in the contextual plan, the proposed building, if approved, will be the tallest building along the Alternate A1A corridor, creating a precedent; however, it is compliant with the maximum building height as previously noted.

Per Section 27-2008, the Planning and Zoning Commission shall review each site plan or subdivision application and shall consider the standards provided in this division." Per Section 27-2009, once the Planning and Zoning Commission acts, "The council shall review the application based upon the standards and criteria provided in this division and any other requirements set forth in this code, and based upon such review, shall approve or deny the application, or shall approve the application with conditions or modifications." Section 27-2006(3) states that the council shall apply the standards to evaluate whether the proposed architectural design and appearance of the buildings or structures are in harmony with existing or proposed developments in the general area.

Considerations for Architectural modifications – Per Section 27-2013(1)(c), building heights, scale and massing must relate to the height of abutting building. For example, the following additional modifications were suggested as conditions to improve compatibility with only minimal impact to the fourth story floor plan and no interference with the location of the elevator core or location of the stairs:

- Further reduce the bulk and mass of the stair tower by:
    - Removing the exterior wall of the stairwell above the third floor;
    - Stepping back the roof line to the exterior wall of the elevator core; and
    - Rotating the restroom and storage area attached to the stair tower counter clockwise to the east, to reduce the visual mass of the fourth story from the front elevation.
- Incorporate a green wall or comparable architectural design element into the western exterior wall of the elevator core at the fourth story;
- Incorporate additional vertical elements into the horizontal louvers of the stair tower at the second and third stories to create similar proportions to the windows along the façade; and
- Incorporate additional human-scaled elements which have a basis in Florida Wood Vernacular architecture such as thickened pier bases at the columns and base walls at the ground floor, decorative brackets under the entry feature overhead, and decorative brackets or exposed rafter tails under the fourth story roof and balconies.

Staff has prepared a rendering illustrating the above suggestions that was shared with the Applicant based on the above recommendations that may be considered by the Planning and Zoning Commission and Town Council, as shown below.

Figure 3: Staff prepared rendering; White dashed line represents the change from the applicant's latest proposed roofline.

Update since the Planning and Zoning Commission Meeting – The original architectural conditions presented to the Planning and Zoning Commission to reduce the mass and scale of the proposed building were as follows:

6) ***Architecture.*** *Prior to the issuance of a development permit, the architectural elevations shall be revised to:*
   a) *Revise the architectural plan to include a fixed louvers for the roof top trellis.*
   b) *Address massing of the fourth-floor by:*
      i. *Removing the exterior wall of the stairwell above the third floor;*
      ii. *Stepping back the roof line to the exterior wall of the elevator core;*
      iii. *Rotating the restroom and storage area attached to the stair core to the east side of the elevator;*
      iv. *Incorporate a green wall with planting area or comparable architectural design elements to the west exterior wall of the elevator core at the fourth story;*
   c) *Incorporate architectural details as an interpretation of the Florida Wood Vernacular architectural style, including but not limited to:*
      i. *Add vertical elements into the horizontal louvers of the stair tower at the second and third stories to create similar proportions to the windows along the façade;*
      ii. *Thicken pier bases at the columns;*
      iii. *Add base walls at the ground floor;*
      iv. *Add decorative brackets under the entry feature overhead; and*
      v. *Add decorative brackets or exposed rafter tails under the fourth story roof and balconies.*

The Planning and Zoning Commission recommended approval of the application including condition 6(b)(iii) as noted above and requested that Staff meet to discuss with the applicant the remaining conditions within the architecture section. During discussions, it was agreed that the architectural conditions of approval would include a condition related to the louver system as noted on Page 10 of the report and that the applicant would incorporate additional Florida Wood Vernacular architectural details. Staff also added a condition regarding consistency with the elevations and the latest rendering to ensure that the proposed Coral Stone tile matched stating

the applicant shall **Revise the architectural plan to label the locations of Coral Stone tile on sheet A2.01 to match the rendering**.

Engineering. The proposed development is consistent with Chapter 25 of the Town Code with the recommended conditions.

Shared Driveway – The applicant is proposing to create a shared driveway with the Town's adjacent property which reduces the number of driveways between the two properties from two down to one shared driveway. This is an enhancement in pedestrian/bicyclist safety by reducing the number conflict points in this section of Alternate A1A and also reduces the number of vehicular access points to enhance vehicular safety. The applicant is proposing to construct the shared driveway for the Town. As a result, staff has included a condition that **prior to the issuance of a development permit, the Owner shall provide a draft shared driveway easement, cross access easement, and a maintenance agreement for the shared driveway. The draft easements shall be subject to the review and approval of the Town Engineer and Town Attorney. The agreements, once approved shall be recorded. The recorded agreements shall be returned to the Department prior to a Certificate of Occupancy.**

Utilities. Upon the approval of the proposed project, the applicant shall enter into a water services agreement with the Town. Staff has provided a condition that **prior to the issuance of any development permits, the Owner shall enter into a water services agreement with the Town of Jupiter.**

Landscaping. The proposed development is consistent with Chapter 23, entitled "Landscaping" with the following conditions. The applicant provides code compliant perimeter buffers and vehicular use areas plantings.

Foundation Planting The proposed foundation planting area calculation does not meet Section 23-70 and needs to be updated. Due to the amount of proposed under building parking area, the amount of planting area available for foundation plantings is limited. The design of the building and site only allow for two faces of the building to have foundation plantings. Plantings at the outer edges of the parking area were considered to be part of the foundation planting area. To address the missing foundational planting tree, staff added a condition that the landscape plan shall be revised to update the calculation and include an additional tree/palm within the foundational planting area.

Green Roof System The applicant has proposed rooftop planters to create a green roof system to further soften the building appearance from Alternate A1A. Details regarding the proposed irrigation and maintenance of these planters have not been provided, therefore staff has included a condition to stating that **prior to the issuance of any development permits, the applicant shall: Revise the landscape plan to include an additional tree within the foundational planting area and submit a maintenance and management plan for the rooftop planters, including the method of irrigation for the same that demonstrates that all landscaping materials and green roof systems will be maintained in good repair.**

Environmental and Marine Stewardship. The proposed development meets Policies 1.5.6 and 1.5.16 of the Coastal Management Element of the Comprehensive Plan as it relates to the required transitional upland buffer and Marine Stewardship Plan with the recommended conditions. The applicant has provided a transitional upland buffer that contains native plant material that supports a transition from the uplands to the adjacent Sawfish Bay which improves the upland habitat adjacent to the mangrove fringe. The applicant has also provided a Marine Stewardship plan that will need to be amended to add additional information as a condition of approval. In order to ensure compliance Policy 1.5.6 of the Coastal Management element of the Comprehensive Plan, staff has included a condition of approval stating that **Prior to the issuance of any development permits, the Applicant shall submit a draft transitional upland buffer easement along the east property line as depicted on the site plan. The Transitional upland buffer easement shall be subject to the review and approval by the Town Attorney. The approved easement shall be executed and recorded by the Owner and a copy returned to the Department prior to the issuance of a Certificate of Occupancy.**

Marine Stewardship Plan - The provided Marine Stewardship Plan is not consistent with the details provided on the site plan. The proposed artificial reef modules proposed are not detailed in the marine stewardship plan, nor is the long-term maintenance and monitoring of these reef modules. Staff has included a condition that **Prior to the issuance of any development permits, the Owner shall update the marine stewardship plan to provide details of the marine improvements proposed on the site plan. The marine stewardship plan shall also outline management practices and requirements to maintain natural function of the waterfront and maintenance of the marine habitat improvements, consistent with policy 1.5.16 of the Coastal Management element of the Town's Comprehensive Plan. The updated marine stewardship plan shall be approved by the Department prior to the issuance of a development permit.**

Private Commercial Dock – The applicant is proposing a private commercial dock on the property with two boat slips. In order to remain compliant with Section 27-2626, staff has provided a condition of approval that states **prior to the issuance of any development permits, the Owner shall obtain approval of plans from the Department of Environmental Protection (DEP) and the army Corps of Engineers (ACOE) for the proposed dock and artificial reef modules, and a copy of the formal sufficiency letter approving the plan shall be provided to the Town.**

Parking. The proposed development is consistent with Section 27-2828 as it relates to parking. The proposed office building is required to provide 24 parking spaces and 23 parking spaces are being provided. It should be noted that the rooftop area is not required by code to be parked, but it may contribute to some additional demand. As a result of this concern during the review process, the applicant has agreed to a condition of approval that **the roof top is an accessory use to the professional office, and any use of the area that exceeds normal impacts shall be required to receive a special permit or submit a site plan application subject to Department and or Town Council approval.** The applicant has agreed to this within the statement of use provided.

Traffic. The proposed development will be in conformance with Palm Beach County (PBC) and the Town's traffic performance standards. The applicant submitted a traffic study, dated November 22, 2022, which demonstrates the anticipated traffic generation for the site. Based on the office building proposed as a part of this application, there is a decrease in the overall Average Daily Trips (ADT) generated by the proposed use. In addition, there is a decrease of two am peak hour trips and three pm peak hour trips. Potential increased parking pacts due to the unaccounted square feet on the roof top of the proposed building

could be addressed with cooperation of the property owner to submit a special event permit and coordinate 60 days in advance, if parking demand is anticipated to extend beyond the subject property. This additional demand could create additional impacts of overflow parking onto town property, reducing public access to Sawfish Bay Park and the heritage tourism uses such as the Aicher house and Train Depot Museum. The applicant supports a condition of approval that would limit their use on the top floor.

Signage. The applicant has proposed one monument sign for the development and is in conformance with Section 27-3302 entitled, "Signs". In order to ensure compliance, staff has added the following conditions:

- **Prior to the issuance of any development permits, the applicant shall submit a Signage Plan to the Department of Planning and Zoning for review and approval;**
- **The freestanding sign shall have a maximum height of 7' and maximum sign copy area of 50 square feet and shall be architecturally compatible with the site.**

Site Plan Criteria.
Section 27-175 contains minimum criteria for review of all site plan applications (see Attachment D). Upon review of the 12 criteria in Section 27-175, Staff finds that the Applicant has met nine of the 12 criteria. The criteria that are not satisfied are:

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

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

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

Staff Comment: Staff has provided conditions of approval for consideration related to the scale and massing of the proposed building. Analysis of these issues is provided within the architecture and parking sections of the report. Other concerns related to consistency with the architectural and community appearance standards of the code are broken down into subsections within the architectural analysis. The bulk and massing, architectural style, and building design subsections provide further detail. In addition, a staff created rendering of the building demonstrates the improvements suggested in Exhibit 1 to improve consistency with the identified policies and code sections. Ultimately, determinations by the Planning and Zoning Commission and Town Council on if the provided conditions of approval satisfy all requirements of the Comprehensive Plan and Town Code Sections are required.

Attachments:

Attachment A – Statement of Use
Attachment B – Certificate to Dig #2-25
Attachment C – Architectural Context Plan
Attachment D - Section 27-175, Criteria for Site Plan Review

* Please contact Thatcher Hart at Thatcherh@jupiter.fl.us or 561-741-2464 in order to obtain a copy of the proposed plans or any attachments.

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Albers Land Company LLC – Office Expansion

Site Plan Amendment
Statement of Use
May 5, 2026

Introduction

On behalf of the applicant, Albers Land Company LLC requests the approval of a site plan amendment which demolishes an existing 7,542 square-foot 1 story-office building and replace it with a new approximately 5,800 square-foot 3-story office building. The property is located at 1001 N Alternate A1A (SR 811) Jupiter, Florida 33458 (PCN: 30-43-40-31-00-004-0080). The property abuts N Alternate A1A (SR 811) to the west, a principal arterial roadway, and Sawfish Bay to the east. Directly to the north of the property is approximately 0.39 acres of vacant commercial land owned by the Town of Jupiter and to the south of the property is approximately 0.50 acres of land utilized for office space owned by the Sawfish Bay Office Condominium Association. The subject site is approximately 0.50 acres.

The subject site has two existing ingress and egress points, which provide access to the property via N Alternate A1A. The subject site is located within the Commercial future land use designation and the C-2, Commercial General zoning district. The intent of the C-2 zoning district as described in Section 27-563 is "The purpose and intent of the Commercial, General District (C-2) is to encourage the development of **intensive commercial facilities**, providing a wide range of goods and services, located adjoining at least one major collector or arterial street." The site is identified as part of the Town of Jupiter's optional Redevelopment Overlay Area (ROA), which characterizes the land as ideal for infill redevelopment. The redevelopment of the site will provide additional office space on the property and allow for increased functionality with architecture that is consistent and compatible with the surrounding area.

The property owner and Applicant has repeatedly shown their commitment to making this a remarkable new addition to the Town of Jupiter. Years of planning and design work as well as two separate certificate to dig approvals and extensive archeological digging have culminated in this proposed development plan. The proposed designs are compatible with the look and feel of Jupiter, are in context with the surrounding development, reduces the intensity of the development from what was existing, reduces the traffic generation of the property, provides innovative and sustainable design, enhances the properties shoreline, more than doubles the amount of existing native landscaping on the property.

Applicant/ Owner
Albers Land Company LLC
Nathan Albers, Manager

Agent
Cotleur & Hearing
George Missimer
Donaldson Hearing
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Project Location

The subject site is located at 1001 N Alternate A1A within the Town of Jupiter. N Alternate A1A (SR 811) is identified as a principal arterial roadway managed by the Florida Department of Transportation. The subject site is approximately 0.50 acres located within the Commercial future land use designation and the C2, General Commercial zoning district. Table 1 demonstrates the adjacent parcels' future land use, zoning, and existing land use designations. These land uses include vacant commercial land to the north, a commercial office to the south, an intercoastal waterway to the east, and a principal arterial roadway (SR 811) to the west. The properties to the north and south are also located within the Redevelopment Overlay Area (ROA).

Table 1: Adjacent Property Land Uses

TABLE 1 SURROUNDING LAND USES			
	FUTURE LAND USE	**ZONING**	**LAND USE**
NORTH	Commercial	C2, Commercial General	Vacant
SOUTH	Commercial	C3, Commercial Office	Commercial Office
EAST	N/A	N/A	Intercoastal Waterway – Sawfish Bay
WEST	N/A	N/A	Roadway – SR 811

Soils

The property is located within the AE flood zone abutting Sawfish Bay, presenting a 1% annual chance of flooding. Approximately 100% of the site is covered by Basinger Fine Sand. The soil is characterized by its low slope (0 to 2 %), depth (classified as very deep), moderately high to high conductivity, and inability to drain easily (classified as poorly drained). The soil's parent material is sandy marine sediments averaging 30 to 75 % fine sand content, 0 to 7 percent clay content, and less than 5 percent silt content. The soil exists in Coastal Plain Flatwoods and has two competing series, Moultrie soils and Valkaria soils.

Request

The Applicant is requesting approval of a new office development within the Town of Jupiter Center Street Redevelopment Overlay Area. The waterfront property had an aging one-story office and retail center on the property that was nonconforming with many current land development regulations. The existing building was demolished in 2024 to grant better access for excavation and a phase II archaeology report. This represents a significant commitment and sacrifice by the applicant to demolish an asset prior to attaining a site plan approval. The Applicant is proposing to redevelop the property consistent with current regulations and with architecture that is much more consistent with the aesthetic of the Town of Jupiter.

The proposed office building is 5,830 SF and is situated in the center of the property. The office use is consistent with the permitted uses on the subject property and is designed with many sustainable development and building strategies. Due to the close proximity to the Intracoastal Waterway, it is important that the property be developed with resiliency for harsh storm events and the potential for flooding from the river. The building has been designed elevated from the natural grade by placing the usable office space on columns over a level of parking. The utilization of this design method allows for the

building to be built to a maximum average height of 65-feet. **The proposed building will only be 48-feet to the mid-point of the roof.**

On top of the building is a rooftop balcony overlook that takes advantage of the incredible views of the Intracoastal, the Jupiter Light House, and the Scenic Inlet District. This overlook is only intended for the use of the office tenants below and is not additional leasable square footage for business operations. The roof top overlook amenity is intended for the private use of the company, and not for public use or rent. These types of amenities have become common in the post-COVID environment and are an important amenity for attracting a high level of talent. The space is ancillary to the primary office space and is only to be used by the employees within the office spaces below. The inclusion of outdoor spaces on building rooftops is also a common green building initiative because it enhances the utilization of space without increasing the footprint of the development. The rooftop space will not have sound amplification, will primarily be used during business hours by employees, and will comply with all Jupiter Ordinances which regulate outdoor spaces. If a special event is proposed in the future a permit will be requested and all requirements of that permit will be complied with. The common sense design decision to include a rooftop space for office employees is even more ideal when it has been seamlessly integrated into the aesthetic of the building architecture. While still just a small-scale office building, the design, placement, aesthetic, landscape, detailing, and location of this project embody every quintessential aspect of the Town of Jupiter. All regulations of the Town of Jupiter land development regulations and comprehensive plan are complied with and support the proposed redevelopment for this property.

The existing property currently has a dock leading into Sawfish Bay on the intracoastal. This dock contains two existing boat slips that can be accessed off the east boundary of the property. Pursuant to Sec. 27-2626(a), a single private dock may be permitted as an accessory structure in all commercial districts provided the dock serves only the occupants of the commercial building. The proposed redevelopment of the property does not include any alterations to the existing dock/ marine structures.

The proposed development includes vehicular and pedestrian cross access between both adjacent parcels. The plan includes a sidewalk and drive aisle which adjoins the southern commercial property. A drive aisle also adjoins to the town's property to the north, this drive aisle creates a cross access between the three parcels. The redevelopment seeks to reduce access points on Alternate A1A by eliminating the two existing driveways by creating a shared access driveway with the town on the northern side of the parcel. Cross access easements will be provided to ensure continued use of the circulation between properties.

The previous development on the property had the Jupiter Dive Center as a tenant of the building. The dive center operated two scuba diving boats from the coastal property. Prior to the demolition of the previous building, the tenants of the building were given notice months in advance to allow them to find other locations to operate. Following the demolition of the building it was brought to the property owners attention that the dive center could not find another location for the dive boats. As a good neighbor, the property owner decided to allow the dive boats to continue to operate from the existing dock on the property. At the commencement of the construction for the proposed redevelopment the dive boats will no longer be permitted to operate from this property and the property owner will suspend the parking lease that they currently hold over the Town's adjacent C-2 property.

Adjacent Properties:

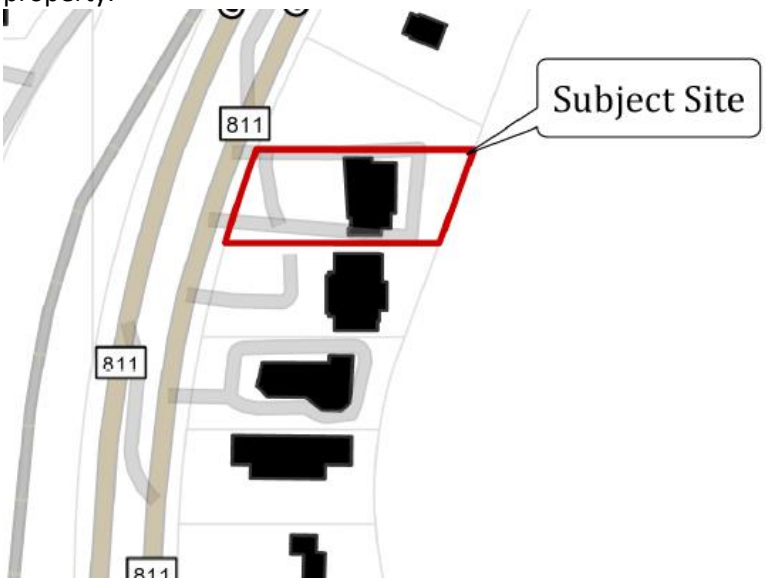
The subject property is zoned C-2 Commercial General (the most intense commercial zoning designation) and is located along an established commercial corridor of North Alternate A1A. However, there are existing residential properties, a variety of building designs, uses, and property orientations. When examining all the development along North Alternate A1A from the intersection of Indiantown Road to the A1A Bridge, there is no consistent pattern or architectural style. For the purposes of analyzing the proposed redevelopment, the most applicable existing development to be compared to are the three C-3 Commercial Office properties located immediately to the south. These three properties are comparable in zoning designation, property orientation, property area, property dimensions, and proximity and elevation compared to the Intracoastal Waterway/ Sawfish Bay.

Immediately to the north of the subject redevelopment parcel is another C-2 Commercial General property (owned by the Town of Jupiter). This commercial property is undeveloped and has been used in recent years as overflow parking by the former tenants of the subject redevelopment site. A lease was granted by the Town to the property owner of the subject redevelopment site for the purposes of supporting the businesses established within the previously existing building. This lease is still active due to the ongoing operations of the Jupiter Dive Center boats from the existing docks on the subject redevelopment parcel. However, this lease will be terminated once construction begins on the subject redevelopment parcel, since the dive boats will no longer be utilizing the existing docks.

Even further north beyond the adjacent commercial general property is the Sawfish Bay Park, owned and operated by the Town of Jupiter. The Town of Jupiter acquired the park property in 2000, prior to the Town's acquisition the park property had been a commercial marina for many decades. Initial Park construction began in about 2006 and had no buildings included as part of the park. Around 2013 the Historic Train Depot Building was moved to the park as an exhibit. In about 2018 the historic Aicher House was moved to the property as well. While both of these buildings are historic and a really interesting part of the Sawfish Bay Park, they do not represent an established or historical character of the area. The two preserved buildings amount to an attraction and neither was ever located on the property prior to 2013. Consideration of these 100 year old portable buildings in any contextual analysis of the proposed architecture is inconsistent with the intent of the comprehensive plan and could take away property development rights that the Land Development Code grants.

Image 1: Comparable adjacent commercial Properties.

When comparing the adjacent existing commercial properties the similarities in the properties are immediately evident in terms of the property attributes. The properties size and orientation being the most obvious. However, all three buildings represent completely different strategies in terms of how they were designed. Comparison 1 is the closest comparison to the proposed redevelopment and is the most recent to be developed (2004). Comparison 1 was designed at the rear of the property and pushed well back from N Alternate A1A. Comparison 2 is centered on the property, closer to N Alternate A1A, and is completely surrounded by vehicle use area. Comparison 3 is even closer to N Alternate A1A and was designed to be an elongated building with vehicle use area occupying the entire southern portion of the property.



This Figure Ground exhibit clearly demonstrates the consistency of the proposed redevelopment in terms of the size and positioning of the building on the property.

Image 2: Elevation comparison

Looking further into a comparison of the proposed redevelopment and the existing commercial developments we examined the building height, scale, mass, and architecture. The proposed redevelopment plan introduces several new sustainable and resilient design solutions that are not existing at any of the adjacent comparable properties. For example, the building has been designed to take advantage of positioning of the sun and prevailing winds to effectively regulate the temperature of the building, making the building design more efficient. The proposed building is elevated above grade level to create a more resilient development, this solution addresses concerns regarding sea level rise and the higher and higher king tide events seen on a yearly basis. Additionally, this design is more resilient to large storm events. These design elements are the only reason the proposed building is slightly taller than the existing adjacent buildings, which do not implement any sustainable or resilient strategies. A unique feature of the proposed design is that the ground level is largely open all the way to the waterfront. This creates a view corridor through the building which serves to lighten and significantly reduce the perceived mass of the building. From a mass square footage perspective, the proposed building is smaller in size than all three of the comparison properties.

The architectural style is another element observed in a comparison of these properties. Comparison 1, the direct neighbor to the south is the only neighboring property to have any recognizable architectural style. The aluminum railings, bracketed rood overhang and angled roof provide some semblance of a coastal or west indies style of architecture. The other two comparison properties further south or blocky 2 and 3 story designs that do not represent any historical or significant architectural style.

The proposed redevelopment is not utilizing the voluntary North Alternate A1A Redevelopment Overlay Area code, which incentivizes development within this area. Therefore, the only architectural review criteria resides in section 27-2006.

Sec. 27-2006. - Architectural and community appearance review standards for site plan or subdivision applications.

(a) The council shall consider applications for site plans or subdivisions and streetscapes for architectural style and community appearance at the same time as the council conducts its zoning review of a site plan

or subdivision application. In determining whether to approve, approve with conditions or deny an application, the council shall apply the following standards to evaluate buildings, structures and streetscapes which are part of a proposed site plan or subdivision:

(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: The proposed redevelopment is not within a master planned or large scale PUD and the C-2 zoning district does not have any adopted architectural standards. There is no established or adopted architectural standards that apply to this property or to the C-2 zoning code. It is our interpretation of this standard, that it cannot be applied in general to all development within any given location, It is specific in its application.

(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 building is of significantly higher quality than the surrounding properties. The proposed building incorporates visual interest, design elements, articulation, variation, resilience, and sustainability that will all serve to increase adjacent property values.

(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: As previously noted, the proposed redevelopment is extremely consistent with the adjacent commercial properties and represents a continuation of the pattern of development. The proposed setbacks, building height, scale, mass, area are all consistent. Combined with the Coastal and west indies architectural detailing, the proposed building is in harmony with the adjacent properties.

(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: The proposed redevelopment meets or exceeds every requirement of the land development code applicable to this property. There is not a single objective detail of this proposed redevelopment that is not consistent with the Town's land development regulations or the Town's Comprehensive Plan. The property is not within an area of special study that is mandatory since the ROA is voluntary.

(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: The proposed redevelopment is for a commercial building and is not residential.

(b) In reviewing an application, the council shall consider the following, and may impose conditions to a site plan or subdivision application to further the architectural variety and to promote the general aesthetics and community appearance:

(1) The existing and proposed conditions of the lot, including, but not limited to, topography, vegetation, trees, drainage and waterways.

Response: The existing conditions of the property did not meet a significant amount of current land development requirements and was considered a legal nonconformity. The location, adjacent to the Intracoastal waterway, necessitates the inclusion of sustainable and resilient design strategies. The drainage of the site is being significantly improved through the use of a treatment train that will improve water quality. The existing site was completely devoid of vegetation aside from the mangroves along the waterfront which will be enhanced by a native landscape buffer with the proposed redevelopment plan.

(2) The design and layout of all existing and proposed buildings to ensure there exists an efficient arrangement of land uses, including a consideration of safety, crime prevention and police and fire protection, the proposed buildings' relationship to surrounding or adjacent neighborhoods, buildings and lands, as well as pedestrian sight lines and view corridors.

Response: The proposed building and use is consistent with the established zoning district and with the surrounding zoning districts leading to an efficient arrangement of land uses. The safety of pedestrians and motorists is being significantly improved through the removal of a curb cut along N Alternate A1A and the inclusion of internal driveway connections that link adjacent properties. The proposed building is separated by a more than 250-foot wide transportation corridor which includes the FEC ROW and the N Alternate A1A ROW. The proposed redevelopment creates a safer design with more landscape and sustainable elements for the Town.

(3) The lighting, landscaping and buffering material, to ensure an adequate relationship with the overall site and surrounding area.

Response: The proposed landscape material is 100% native and significantly improves this properties relationship with the surrounding area. The existing development included only about 600 SF of pervious area. The proposed redevelopment will include 7, 780 SF of green space, almost 13 times more than the existing development. All required vehicle use area landscape and landscape buffer material is provided.

Cultural Resources

The proposed development is consistent with the cultural preservation requirements and conditions set forth in Certificate to Dig (CTD) #2-25, issued by the Jupiter Historic Resources Board for the construction of the office building. In accordance with Section 27-2443 of the Town of Jupiter's Code, Phase I and Phase II archaeological assessments were conducted to identify and evaluate cultural deposits within the project area. These investigations confirmed the presence of prehistoric midden and other cultural materials. To minimize impacts to any remaining materials, the development plan uses an elevated building design supported by columns, with parking located beneath, which limits ground disturbance and impacts. Archaeological testing was conducted at precise locations corresponding to areas of proposed subsurface impacts, including the columns and utility trench in order to mitigate for the disturbances. In accordance with the conditions of the CTD, additional fill will be brought onto the site, to the extent feasible, to cap the existing midden and further protect subsurface cultural deposits. It is anticipated that the majority of the property will be able to be elevated between 2 and 3 feet. This additional fill will not impact drainage and will provide an additional protection for the subsurface cultural resources described within the Phase II report. Prior to commencement of the Phase III Cultural Resource Assessment, the Owner will provide at least five (5) business days' written notice to the Department and the Town's archaeological consultant. The Phase III Assessment will then be conducted in the specific areas affected by the proposed development. All subsurface disturbing activities associated with the Phase III work and the subsequent construction, including utilities, landscaping, and other excavations, will be continuously monitored by a qualified archaeologist, with any significant deposits or features documented. Prior to the issuance of a building permit, the Owner's archaeological consultant will prepare and submit a comprehensive report

to the Department and the Town's archaeological consultant for review. This report will include the results of the Phase III assessment & fieldwork, documentation of any features encountered, and the results of radiocarbon sampling. In addition, prior to the issuance of a Certificate of Occupancy, an updated report will be prepared and submitted to the Department and the Town's archaeological consultant documenting the results of all subsurface disturbances that occurred after the Phase III Assessment. All archaeological artifacts recovered from the subject property will be recorded in writing and transferred to either the Loxahatchee River Historical Society or the Town of Jupiter for curation

Parking/Circulation

The .5 acre office site is not proposed to utilize shared parking as there are not multiple uses proposed. The required parking is being met on the subject site and no waiver or variance is requested at this time. A shared access drive is proposed with the property to the north in an effort to comply with Town of Jupiter Comprehensive Plan Policies for the reduction in the number of driveway access points along major roadways. The Town of Jupiter has been contacted regarding the shared access drive and discussions are ongoing to ensure the design is compatible for both properties.

The previous property owner provided multiple concepts introducing circulation with the Town's adjacent property. These concepts did not move forward after review with the Town, as it was not attainable with the existing structure. The proposed development introduces improved circulation by creating shared access with the Town's adjacent property. This shared access is beneficial for both parties and reduces the number of driveway access points, and it creates further separation between the existing access points. The applicant is willing to work with staff to come to a mutually beneficial exchange.

Architecture

The Applicant and design team has worked extensively with the Town of Jupiter through several design review meetings to ensure that the architectural stylings of the building were consistent with the Town's vision. Through these meetings a truly impressive design has been created by the project architects Birse Thomas. The building is proposed to be 49-feet tall, 3 stories, with a rooftop deck overlooking Sawfish Bay. **The roof top amenity area that will only be used by the office tenant and employees**. No other use will be permitted to use the rooftop area and the applicant would support a condition of approval that stated any other use than professional office would need to receive Town Council approval. The Applicant does reserve the right to hold special events at the property which would comply with all Town requirements associated with special events. Two floors of office space have been designed in a sustainable layout that utilizes natural sunlight and maximizes the views to the Intracoastal waterway.

It should be noted that the permitted height within the C-2, Commercial, General District is 60-feet when parking is provided on the first floor. Despite this allowance, the applicant is proposing a building that is still consistent with the maximum permitted building height of 50-feet, when no parking is provided under the building. Keeping the building at less than 50-feet will allow this development to meet the intent of the C-2 zoning district while still remaining in context with the adjacent uses, which are within the slightly less intense C-3 Commercial, Office District.

The proposed building has a number of green building standards observed within the design. Firstly, the building utilizes natural light and takes advantage of the prevailing seabreeze for better heat regulation. The building has been designed to more efficiently utilize space by providing parking under the building on the ground floor. This reduces the impact of the proposed development and provides additional resilience for the development. Additionally, the building provides a private rooftop overlook amenity.

Enhancing the building to promote the appreciation of the natural surroundings and enhance the experience on the property is a common technique in today's developing world.

The proposed rooftop amenity deck for the office employees is covered by an operable louvered roof. It is proposed that this louvered roof be equipped with a rain sensor that would automatically close the louvers during a rain storm. Otherwise, it is proposed that the louvers remain open, unless the deck is being used and shade is desired during the use. The operable louvers are to remain in working condition to ensure they can be open when the rooftop is not in use.

Landscape

The current site conditions have virtually no greenspace to speak of due to the time during which the property was developed. The proposed site configuration seeks to restore the upland vegetation along the Intracoastal waterway and increase the amount of landscape surrounding the building. The native plantings proposed enhance this property and the surrounding properties by bringing it to the standards expected within the Town of Jupiter.

Pursuant to Policy 1.5.16 of the Conservation Element and Policy 1.5.6 of the Coastal Management Element of the Comprehensive Plan, a buffer zone of native upland edge (i.e., transitional) vegetation shall be provided and maintained around wetland and deepwater habitats. Ten square feet of such buffer shall be provided for each linear foot of wetland or deepwater habitat perimeter that lies adjacent to uplands. The existing property does not meet these requirements as a majority of this is existing hardscape. The proposed project seeks to fulfill the requirements of this code by removing these abundant hardscape features and replacing them with greenspace and native plant material. The site has 97.6 linear feet of wetland frontage, necessitating 976 square feet of buffer area. The proposed site plan provides 1,491 square feet of buffer area, exceeding the requirements of the Comprehensive Plan and protecting the ecological integrity of the adjacent wetland system.

Sustainability

The previous development consisted of an aging building with very limited open space and no meaningful stormwater management or water quality treatment systems. Drainage was uncontrolled, with direct runoff toward Sawfish Bay carrying sediments, hydrocarbons, and pollutants. Landscaping was minimal, ornamental in nature, and provided little ecological or water quality benefit. No provisions existed for resiliency, sustainability, or marine stewardship.

The proposed redevelopment of the site is designed to serve as a model for sustainable development projects in the Town of Jupiter, incorporating a range of strategies that address building design, landscape restoration, stormwater treatment, cultural resource protection, and coastal stewardship.

Building and Architectural Sustainability

- The building is elevated on structural columns with parking tucked beneath. This protects the structure against coastal flood risks and sea level rise, minimizes ground disturbance, and protects the underlying cultural resources that may exist onsite.
- By consolidating parking under the building and reducing the overall building footprint compared to existing conditions, the project creates more space for landscaping and stormwater functions.
- The architecture maximizes natural daylighting and captures prevailing sea breezes for heat regulation, reducing reliance on artificial lighting and cooling.

- A rooftop overlook provides outdoor space for employees without expanding the building footprint, exemplifying how vertical design solutions reduce land consumption while enhancing workplace quality.

Landscape and Ecological Enhancements

- The greenspace on the site has been more than doubled, transforming a hardened site into one that contributes to biodiversity and climate resilience.
- Landscaping design embraces a natural coastal character rather than decorative ornamentation.
- A 94% Florida native plant palette specifically chosen for the Jupiter coastal microclimate ensures low water demand, salt tolerance, and ecological benefit.
- Plantings support pollinators, wildlife, and shoreline resilience while reducing fertilizer and pesticide needs.
- Existing hardscape elements (marginal dock and concrete pad) will be removed and replaced with a 1,491 square foot of native vegetated transitional buffer along the 97.6 feet of coastal frontage, exceeding the 976 square feet required by the Comprehensive Plan.
- Habitat continuity created by connecting upland and shoreline buffers, supporting both terrestrial and marine species.

Stormwater and Water Quality Innovation

The project employs a multi-layered stormwater treatment train:

- Pervious pavers are used for all parking spaces across the site and under the building to capture rainfall and maximize onside infiltration.
- Concrete drive aisles reduce petroleum-based pollutants and improve site durability compared to asphalt.
- Exfiltration trench sized to exceed SFWMD 2026 minimum requirements provides substantial storage and filtration capacity.
- Catch basins with baffles capture sediment, oils, and floating debris and minimize the risk of anything discharging to Sawfish Bay.
- In rare outfall events, water is discharged through a bubble-up structure into the upland transitional buffer, where vegetation provides final-stage biofiltration and nutrient uptake. The buffer and native plantings are not just aesthetic; they are critical stormwater infrastructure that filter runoff before it reaches the Bay.

Cultural Resource Sustainability

- Elevated structural design limits subsurface disturbance by placing columns and utilities in carefully studied locations, with parking above grade rather than excavation-intensive design.
- Fill capping will be used to protect existing cultural deposits in place, ensuring long-term preservation beneath the developed site.
- Continuous archaeological monitoring will accompany construction activities such as utilities, landscaping, and excavations, ensuring any finds are documented and curated.
- All recovered artifacts will be preserved and transferred to appropriate local institutions for curation, supporting ongoing cultural stewardship.

Coastal and Marine Stewardship Program

- Removal of hardscape (dock and concrete pad) to restore natural shoreline conditions.

- Establishment of a native vegetated buffer planted with a salt-tolerant, coastal shoreline palette and maintained for long-term ecological function, shoreline restoration, and biofiltration.
- Proposed reef balls provide direct ecological lift, increasing habitat complexity and biodiversity in submerged lands.
- Permanent protections through a recorded maintenance agreement, ensuring stewardship commitments are binding on future owners.
- These measures go well beyond regulatory requirements and demonstrate a proactive commitment to marine resource protection.

What sets this project apart is how each sustainability measure reinforces the others to form a truly integrated system. The elevated building footprint not only safeguards cultural resources and reduces surface disturbance, but it also frees up land for expanded green infrastructure. That added greenspace is planted with natives that serve as living infrastructure that captures and filters stormwater, stabilizes the shoreline, and creates habitat. At the same time, the shoreline restoration and reef ball installation extend those benefits into the marine environment, linking upland and submerged systems. Together, architecture, landscaping, stormwater design, cultural stewardship, and marine restoration operate as one interlocking framework, demonstrating how thoughtful redevelopment can enhance resiliency, ecological function, and community character well beyond regulatory requirements.

Sec. 27-175 – Criteria for site plan review.

(a) The criteria listed below shall apply to all site plan applications, including small-scale developments, large-scale developments, planned unit developments, developments of regional impact, and modifications of existing approved development orders.

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

Response: The proposed redevelopment is consistent with multiple goals and objectives outlined in the town's comprehensive plan, such as but not limited to, Policy 1.3.9 regarding future land use. In which, the proposed development fulfills the requirements of commercial use designated to the subject property. Regarding conservation element policy 1.5.16 and Coastal Management Policy 1.5.6, the existing property development does not meet requirements regarding buffer zones, however the proposed redevelopment seeks to fulfill and even exceed these requirements by removing hardscape features and installing native plant material and buffer zones. The proposed redevelopment plan is also consistent with Comprehensive Plan Objective 2.6, regarding the implementation and analysis of resiliency strategies for coastal areas of Jupiter.

Consistency with Policy 1.13.3 (e) ***"At a minimum, infill, redevelopment plans and activities, and upgrading of existing properties shall 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 to setbacks, lot coverage, buildings scale, and/or massing."*** The proposed infill/ redevelopment plan is consistent with this policy of the comprehensive plan. Currently there are no adopted future plans for this area that the proposed redevelopment is inconsistent with, and the proposed building is consistent with the established character of the area in all areas, including but not limited to setbacks, lot coverage, and building scale and or massing.

Setbacks: The proposed building meets or exceeds all the required setbacks of the applicable zoning district, in an analysis of the surrounding developments it is also found that the proposed setbacks are consistent. A comparison of surrounding property setbacks is provided below.

	Front Setback	Rear Setback	Side Setback-North	Side Setback-South
Proposed Project Site	92-feet	44-feet	14-feet	17-feet
Neighbor North	35-feet	30-35-feet	N/A	48-feet
Neighbor South	106-feet	25-feet	8-feet	10-feet
Neighbor South	71- feet	35-feet	20-feet	21-feet
Neighbor South	45-feet	30-feet	10-feet	50-feet

*Setbacks measured on adjacent properties are rounded figures based off GIS Mapping analysis and are meant to be approximations.

The setbacks of the adjacent properties and of this corridor are consistent with the proposed redevelopment project.

Lot Coverage: The C-2 zoning district permits no more than 35% building lot coverage. The proposed lot coverage of the redevelopment project is 18.6%, about half of the permitted lot coverage. The lot coverage requirement is also a maximum of 35% for the C-3 zoning district. The parcel to the immediate north of the subject site is C-2 and the parcels to the immediate south of the subject site are C-3. The proposed redevelopment plan reduces the lot coverage of the previous development by almost half, and reduces the lot coverage to even less than some nearby residential lots. The proposed lot coverage is less than all of the existing commercial parcels developed adjacent to the subject site. A table summarizing these lot coverages is below.

	Building Lot Coverage
Proposed Project Site	4,070 SF
Commercial Neighbor South	4,669 SF
Commercial Neighbor South	4,443 SF
Commercial Neighbor South	4,995 SF

*Building footprints on adjacent properties are measured using GIS Mapping analysis and are accurate estimates.

Building scale and/or Massing: The proposed redevelopment plan is consistent in building mass and scale with the surrounding commercial development of the corridor and it also includes several very important sustainability and resiliency features that are not present in other coastal developments in the area. The height of the proposed building is 48-feet to the midpoint of the roof, for the purposes

of the comparison to adjacent buildings we will discuss the building heights to the tallest points of each building. The maximum permitted height within the C-2 and C-3 zoning districts is 50-feet. However, if a level of parking is provided under the building, a maximum building height of 60-feet is **Permitted**. A summary of the adjacent building heights is provided below. As previously noted, none of the adjacent developments implement any sustainability features or resiliency features, which are critical for coastal developments in south Florida.

<table>
<tr><td></td><td>Building Height (to the tallest point)</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Proposed Project Site</td><td>50-feet</td><td rowspan="2">Height difference of 13-feet</td><td></td><td></td><td rowspan="4">Height Difference of 8-feet</td></tr>
<tr><td>Commercial Neighbor South</td><td>37-feet</td><td rowspan="2">Height difference of 7-feet</td><td></td></tr>
<tr><td>Commercial Neighbor South</td><td>30-feet</td><td></td><td rowspan="2">Height difference of 12-feet</td></tr>
<tr><td>Commercial Neighbor South</td><td>42-feet</td><td></td><td></td></tr>
</table>

*Heights of adjacent buildings were calculated using building records.
As shown above, the difference in building heights is not significant and does not represent a building that is out of scale with the existing developments. This is especially true when you factor in the benefits of the proposed building design utilizing sustainable and resilient design elements. The variations in each building's scale and mass become even less significant when you factor in the building's footprints, of which the proposed redevelopment plan presents the smallest.

Aside from the standards that are explicitly identified within the comprehensive plan policy, there are other measurable features of any development plan that can provide context and validity to an argument regarding a projects consistency. Some of those measurable factors include; Floor Area Ratio, Green space, Cubic Content, Building Openness, Façade Length.

Floor Area Ratio (FAR): Floor Area ratio is calculated by dividing the proposed building square footage by the total site area square footage. In regards to the Bayside Office project, the calculation would be 5,830 SF / 21,851.24 SF = .26 FAR. A common range for residential properties can be between .4 and .5, commercial properties are often 3:1 or higher. While location is critical when examining FAR, we will take a Town of Jupiter example as a benchmark. There is no required maximum FAR within the Town's Land Development Codes for C-2 properties, but there are some uses that are limited in the FAR they can have. For example, self-storage facilities are limited to an FAR of .40, this is nearly double what is being proposed are part of this redevelopment project.

Green Space: The minimum green space for a C-2 zoned property is 30%. This would equate to 6,555 SF for the subject property. The proposed plan includes more than 7,780 SF of green space, or roughly 35.6% green space. What's even more significant is that the site was previously developed with roughly 600 SF of green space. The proposed redevelopment project brings back substantial landscaping to this site as part of a well-designed project. Additionally, the proposed plan provides for significantly more landscape green space than the adjacent commercially developed properties.

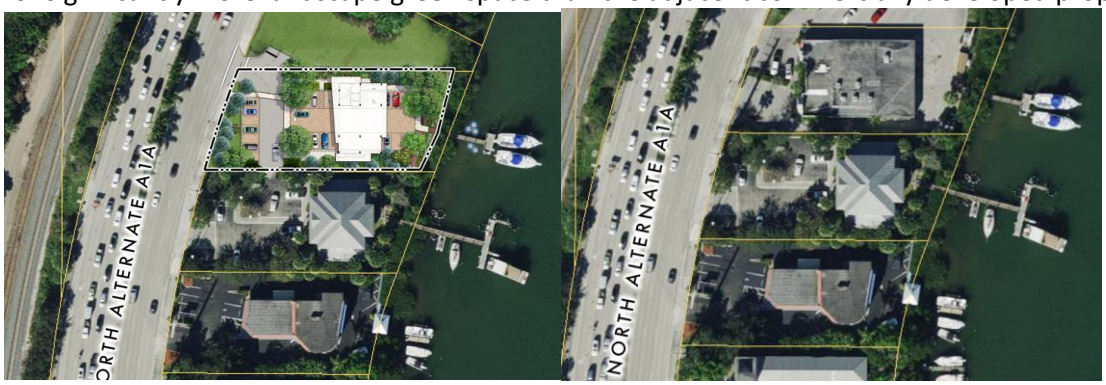


Image: A comparison of the previously developed site and the proposed site.

Cubic Content: Cubic content is calculated by dividing the total building volume by the total property area. The benefits of this calculation is that it can remove arguments associated with the number of stories or footprint when discussing building mass, because it is a direct calculation of the mass of the building. For the proposed redevelopment project the calculation would be as follows 82,778 CF / 21,851 SF = 3.7. This ratio is significantly less than that of most residential neighborhoods. Many higher end residential communities will limit the total cubic content of a home to not more than a 5 or 5.5 ratio. This is another example of an objective measurement that can be analyzed to evaluate a subjective code requirement such as consistency in architectural character.

Building Openness: Building openness is another useful calculation that can be done to evaluate an architectural design for articulation and variety. In this calculation there are three basic features of the building; solid walls, windows/ openings, and open air. The proposed architecture achieves an open air percentage of 27%. In basic terms, if the outside edge of the building is the box in which you are measuring, more than a quarter of the space within that box is open to the other side of the building. This is extremely significant because it substantially reduces the mass of the building and provides a visual connection to what's on the other side. This also creates a vista to the waterfront.

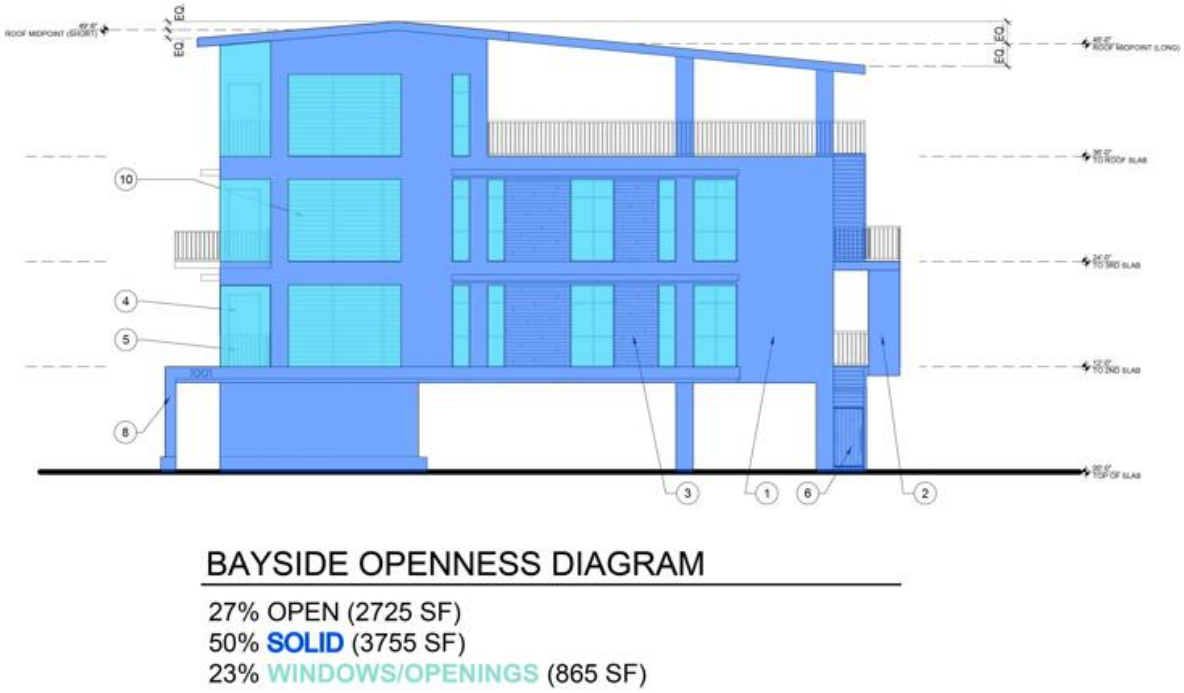


Image: Openness diagram calculation.

Building Façade length: This dimension is rather simple to understand, it is the total linear length of any particular face of a building. It is significant because if a building becomes too long there could be impacts to pedestrian circulation and it could create a very large building mass that dominates an area. Some municipalities institute maximum building length requirements for specific districts to ensure consistency with the community. One example would be in Downtown Stuart, no building may be longer than 200-feet. The Town of Jupiter does not have a building length requirement. The proposed building's longest façade is 70-feet. The other façade length is 48-feet. Both of these dimensions are less than some of the residential properties within the Town and by any standard would be considered rather short.

Consistency with Policy 1.13.3(c) of the Future Land Use of the Comprehensive Plan which states:

"At a minimum, infill, redevelopment plans and activities, and upgrading of existing properties shall address the impact of redevelopment activities on natural systems and any historic and archaeological resources.

There are three parts to this comprehensive plan policy that are necessary to analyze when determining consistency. That is whether there is an impact to Natural Systems, Historic Resources, or Archaeological Resources. The proposed redevelopment project more than 10xs the amount of greenspace and landscape area that was existing on the site, provides substantially better stormwater treatment, exceeds the minimum requirements for shoreline protection, and includes 100% native landscape material. There is absolutely no negative impact on any natural systems.
This redevelopment project has received two separate Certificate to Dig approvals, one for demolition the old Jupiter Dive Center building, and one for the proposed redevelopment project. The proposed redevelopment has been intentionally designed with pilings that will reduce the footprint of the building and thus reduce the amount of archaeological material impacted by the construction. This is a significant expense that furthers the sustainability and responsiveness of the architecture to the sites location and history. The two approvals from the Historic resource board demonstrate the projects constancy with the requirement to not have negative impact to archaeological resources.
As noted, there are no historic resources on the subject property apart from what can be found in the archaeological midden layer underground. In 2000 the Town was able to acquire the property for the park. In between the Sawfish Bay Park and the subject redevelopment site exists another C-2 commercial general zoned property. As it stands, this property still has the potential for redevelopment, and it would be closer to the park than the proposed development project. However, even if this property were to become part of the park, there would still be more than 130-feet of separation between the closest structure within the park, and a signficnat vegetative barrier. The “historic resource” staff identifies are the two building exhibits within the park. The FEC Train Depot building is a unique park exhibit from about 1915, that was moved to the park in 2013. It had never previously been at this property or in this area. The Aicher Pioneer home is another unique park exhibit from about 1913, that was moved to the park in 2018. It had never previously been at this property or in this area. While both of these park exhibits are very interesting and a wonderful amenity for the residents of Jupiter, they are not being impacted by the proposed development, the park is not being impacted by the proposed development, and there are no requirements within either the comprehensive plan or the land development code related to transitions in development from public park facilities. Again, the land on which the Sawfish Bay Park is situated was historically a commercial marina, and the subject property has the most intensive commercial zoning designation within the Town of Jupiter. T

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

Response: The proposed redevelopment aligns with all applicable land development regulations.

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

Response: The proposed development is consistent with the land development regulations of the Commercial General Zoning District outlined by the Town of Jupiter and all other applicable portions of this code.

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

Response: The subject property is located within the C2 Commercial Zoning District and seeks to provide architectural character consistent with surrounding area. The office use, the architectural aesthetic, and the proposed native plant pallet are consistent with the character of the area. The building size, setbacks, Square footage, height, and architectural detailing are all consistent with the surrounding development, and appropriate for the designated C-2 zoning district. There is no established architectural style within the area, there is however an established pattern of development. As explained within this narrative, the proposed development is consistent with the commercial character of the surrounding area.

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

Response: The proposed redevelopment is an office use and less intense than the existing condition of the property. The submitted traffic reports demonstrate the proposed redevelopment will reduce the traffic generation of this property. The proposed redevelopment plan removes curb cuts on A-1-A and provides for connections internal to both the properties to the north and south. Public safety is significantly improved as a result of the proposed redevelopment plan.

(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: The proposed redevelopment is less intense than the existing condition of the property. Adequate levels of service for public service facilities including transportation, water supply, drainage, and sanitation are available.

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

Response: The proposed redevelopment does not significantly reduce light and air to adjacent properties. This development will utilize innovative landscaping and architecture that will be consistent and will aesthetically mesh with the surrounding structures. The project seeks to reduce the square footage of the existing property, therefore allowing for increased air flow to adjacent properties. The proposed redevelopment also increases the amount of open and green space on the property which will significantly improve air quality.

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

Response: The proposed redevelopment will have no negative impact on values of adjacent properties. The improved condition of the property will only potentially have a positive impact on adjacent 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 does not deter the improvement or development of the adjacent property. As the proposed architecture seeks to improve the visual aesthetic, as well as increase vegetation of the subject property with an improved landscape plan. Considering the southern parcel is currently an office space and the northern is vacant Town land, the proposed development does not impact the improvement in these areas. The proposed redevelopment plan improves the usability of the property to the north through the use of the proposed shared access drive, which will reduce the number of potential curb cuts along this section of A-1-A.

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

Response: The proposed development is an office space, with normal operating hours, the visual aspects of the site are consistent with the surrounding architecture. Measurables of the structure such as height and square footage are similar to surrounding office buildings and are less than what is permitted by the Town code. Sufficient landscaping will be added to the site to fulfill buffer requirements and supplement the area aesthetically. There are no proposed uses other than professional office. The rooftop amenity area is for use but the office tenant and employees alone. The dive boat that currently operates out of this location will no longer operate in this location following commencement of construction.

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

Response: The proposed development does not seek to alter natural systems in the area. Instead, the redevelopment will enhance by introducing a more native landscaping plan to the existing property. Additionally, the proposed redevelopment plan removes a significant amount of hardscape and structures from along the waterfront. These areas will be replaced with native landscaping that will improve the natural systems. Additionally, the proposed redevelopment plan will improve the Town's access to the parcel adjacent to the Sawfish Bay Park. The proposed redevelopment plan includes more than the minimum number of parking spaces and no other use is proposed other than the professional office use.

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

Response: The proposed redevelopment provides pedestrian amenities in excess of all requirements for the property, such as benches, trash receptacles and bicycle parking.

Conclusion

On behalf of the Applicant, Albers Land Company LLC, please accept this as our formal request for approval of the proposed development within the Town of Jupiter. The proposed development consists of a 5,830 SF office building as part of an infill redevelopment project along Alternate A-1-A. The existing site conditions include many nonconformities that will be removed as part of the proposed redevelopment. The project design team is excited to bring this project forward within the Town of Jupiter.

CERTIFICATE TO DIG NO. 2-25

TOWN OF JUPITER, FLORIDA

WHEREAS, Albers Land Company, LLC is the owner ("Owner") of approximately .53 acres of real property, the legal description of which is described in Exhibit "A" and incorporated herein ("the subject property"); and,

WHEREAS, the subject property is known and referred to as the Bayside Property; and,

WHEREAS, Cotleur & Hearing, LLC, acting as the agent for the Owner, has submitted an application for a Certificate to Dig ("the Application") to the Town of Jupiter's Planning and Zoning Department ("the Department") pursuant to Town Code Section 27-2443(e)(3); and,

WHEREAS, the archaeological site, known as Harbor View Prehistoric Shell Midden (Florida Master Site File [FMSF] #8PB11388) extends from the Sawfish Bay Park property onto the subject property, including in areas that were previously inaccessible because of the building which was on the subject property until its demolition; and,

WHEREAS, at its July 17, 2023 Historic Resources Board (Board) meeting, Certificate to Dig #1-23 was approved for the demolition of a then

existing building and parking lot on the subject property and determined that an additional Certificate to Dig would be required after a Phase II Cultural Resource Assessment for the subject property was complete, and;

WHEREAS, potential intact archaeological deposits from the shell midden known as FMSF #8PB11388 is possible due to the previously existing building that capped the site; and,

WHEREAS, as a condition of Certificate to Dig #1-23, the Owner was required to submit a second Certificate to Dig after completing a Phase II Cultural Resource Assessment, including systematic archaeological testing of intact parts of the site after the demolition of the structures onsite; and,

WHEREAS, the Owner's archaeological consultant, Archaeological and Historical Conservancy, Inc. prepared a Phase II Cultural Resources Assessment ("the Assessment"), dated December 2024, a copy of which is attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the Phase II Cultural Resource Assessment concluded that both prehistoric and historic artifacts that provide greater context of the settlement patterns and plant and animal use are located upon and near the subject property; and,

WHEREAS, in the Bayside Parcel Phase III Archaeological Management Plan, the Owner's archeological consultant recommended that a Phase III Cultural Resource Assessment should be limited to those areas affected by the proposed development on the subject property; and,

WHEREAS, the Phase III Cultural Resource Assessment provides adequate documentation and mitigation of the proposed development on the subject property; and,

WHEREAS, the Town's consulting archaeologist, Advanced Archaeology, inc., has reviewed and determined that both the Phase II Cultural Resource Assessment and the proposed Phase III Management Plan are complete and technically sufficient; and,

WHEREAS, at its February 24, 2025, Board meeting, the Board considered the evidence presented to it by the Department, Advanced Archaeology, Inc., and the Owner, regarding the Application's consistency with the archaeological resource protection provisions of the Town's Comprehensive Plan, and the land development regulations of Chapter 27, Article XI, Division 19 of the Code pertaining to historic and archaeological preservation; and,

WHEREAS, Advanced Archaeology, Inc. has determined that the subject property contains artifacts and cultural resources of archaeological value and recommends that the Board issue the Certificate to Dig for the construction of the proposed development subject to certain conditions; and,

WHEREAS, the Board has conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, Section 27-2443(c) of the Code provides that if a property is deemed to have significant archaeological value, the Board shall issue a Certificate to Dig with any conditions it deems necessary to protect the

archaeological resources on the property so as to permit the excavation of that part of the property found to be of archaeological significance; and,

WHEREAS, the Board has considered the Application and has determined that a Certificate to Dig should be issued, subject to the conditions incorporated into Section 3 herein; and,

WHEREAS, the Certificate to Dig shall apply to the Owner and its successors or assigns.

NOW, THEREFORE, THE HISTORIC RESOURCES BOARD OF THE TOWN OF JUPITER HEREBY ISSUES THIS CERTIFICATE TO DIG SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Section 1. The whereas clauses are true and correct and incorporated herein as the findings of fact and conclusions of law of the Board.

Section 2. The Board hereby approves the Application and issues a Certificate to Dig for the subject property, subject to the conditions contained in Section 3. The Board has determined that the Owner's compliance with these conditions is necessary for the Application to be consistent with the archaeological resource protection provisions of the Town's Comprehensive Plan and to meet the Land Development Regulations contained in Chapter 27, Article X, Division 19 of the Code, pertaining to historic and archeological preservation.

Section 3. The Certificate to Dig is subject to the Owner's compliance with the following conditions:

1. The Owner shall provide notification to the Department and Town's archaeological consultant (Advanced Archaeology, Inc.) at least five (5) business days prior to the proposed commencement of all ground disturbing activities associated with the Phase III assessment as outlined within the Owner's proposed management plan.
2. All subsurface disturbing activities associated with the proposed development, including utilities, landscaping, other excavations, shall be monitored by a qualified archaeologist and any significant deposits or features encountered shall be documented as provided for in the Assessment.
3. The Owner shall be responsible for any professional fees, costs and expenses incurred by the Town associated with the archaeological monitoring, excavations, reviews and reports that are required by this Certificate to Dig.
4. Prior to the issuance of a building permit, the Owner shall provide a report to the Department and the Town's archaeological consultant (Advanced Archaeology, Inc.) for review. The report shall contain the results of the Phase III Assessment completed by the Owner's archaeological consultant and shall provide the results of the radiocarbon samples. Based on a review of the report by the Department and the Town's archaeological consultant, the Board may request additional documentation or monitoring of the subject property.

5. Prior to the issuance of a Certificate of Occupancy, the Owner shall provide an updated report to the Department and the Town's archaeological consultant (Advanced Archaeology, Inc.) for review. The report shall contain the updated results of the subsurface disturbances that occurred after the Phase III Assessment completed by the Owner's archaeological consultant.
6. All archaeological artifacts that are recovered from the subject property as a result of any excavation shall be documented in writing by the Owner, and a copy of the written documented findings shall be provided to the Department. Any archaeological artifacts recovered from the subject property shall be transferred to either the Loxahatchee River Historical Society or the Town of Jupiter.
7. If human skeletal remains are found on the subject property, the Owner shall immediately comply with Section 872.05 of Florida Statutes.
8. Upon submittal of development applications, the property owner shall demonstrate that additional fill is provided throughout the site, to the extent feasible, to cap the existing midden.

Section 4. This Certificate to Dig shall become effective upon its execution.

Attachments:

Exhibit A – Legal Description

Exhibit B – Phase II Cultural Resources Assessment

1 #6016719 v1 26503-00001

IN WITNESS WHEREOF, the HISTORIC RESOURCES BOARD has hereunto set its authorized hand this 24 day of FEBRUARY, 2025.

ATTEST:

Laura E. Cahill, Town Clerk

[TOWN SEAL]

TOWN OF JUPITER, FLORIDA

By: Debi Murray, Chairman, Jupiter Historical Resources Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Thomas J. Baird, Town Attorney

Signed, sealed and delivered in the presence of:

MICHAEL J. SCHNEIDER
MY COMMISSION # HH 495369
EXPIRES: February 21, 2028

Witness

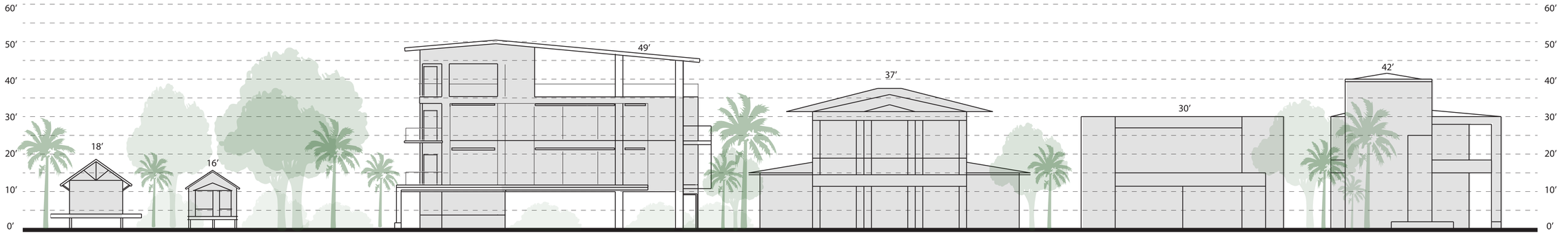
Print Name: MICHAEL SCHNEIDER

Bayside Offices - Site context height analysis

1001 FL A1AAlt, Jupiter, FL 33477

Attachment C - Architectural Context Plan

North ← Site → South



Sawfish Bay Park/Aicher House

Bayside Offices (Site)
C2 Commercial/General

Office Building
C3 Commercial/Office

Retail & Office Building
C3 Commercial/Office

Office Building
C3 Commercial/Office

Sec. 27-175. Criteria for site plan review.

(a) The criteria listed below shall apply to all site plan applications, including small-scale developments, large-scale developments, planned unit developments, developments of regional impact, and modifications of existing approved development orders.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Should the department of planning and zoning and/or the town council determine that the proposed site plan is not consistent with the criteria outlined in subsection (a) of this section, the site plan may either be denied or approved subject to conditions of approval or modifications as may be necessary to provide for a development which is consistent with these criteria. The conditions of approval may require the applicant and/or property owner to exceed the minimum development standards set forth in this chapter and/or other applicable local regulations. Conditions of approval may include, but are not limited to, the following:

(1) Restraints to minimize or eliminate such effects as noise, vibration, air pollution, glare and/or odor.

(2) Limit the height, size and/or location of a building or other structure.

(3) Designate the size, number, location and/or nature of access points (vehicle and pedestrian).

(4) Designate the size, location, screening, drainage, type of surfacing material and/or other improvement of a parking and/or loading area.

(5) Limit or otherwise designate the number, size, location, height and/or lighting of signs.

(6) Require the use of, and designate the size, height, location and/or materials for, berming, screening, landscaping and/or other facilities to protect and/or buffer adjacent or nearby property, including designating standards for installation and/or maintenance of the facilities.

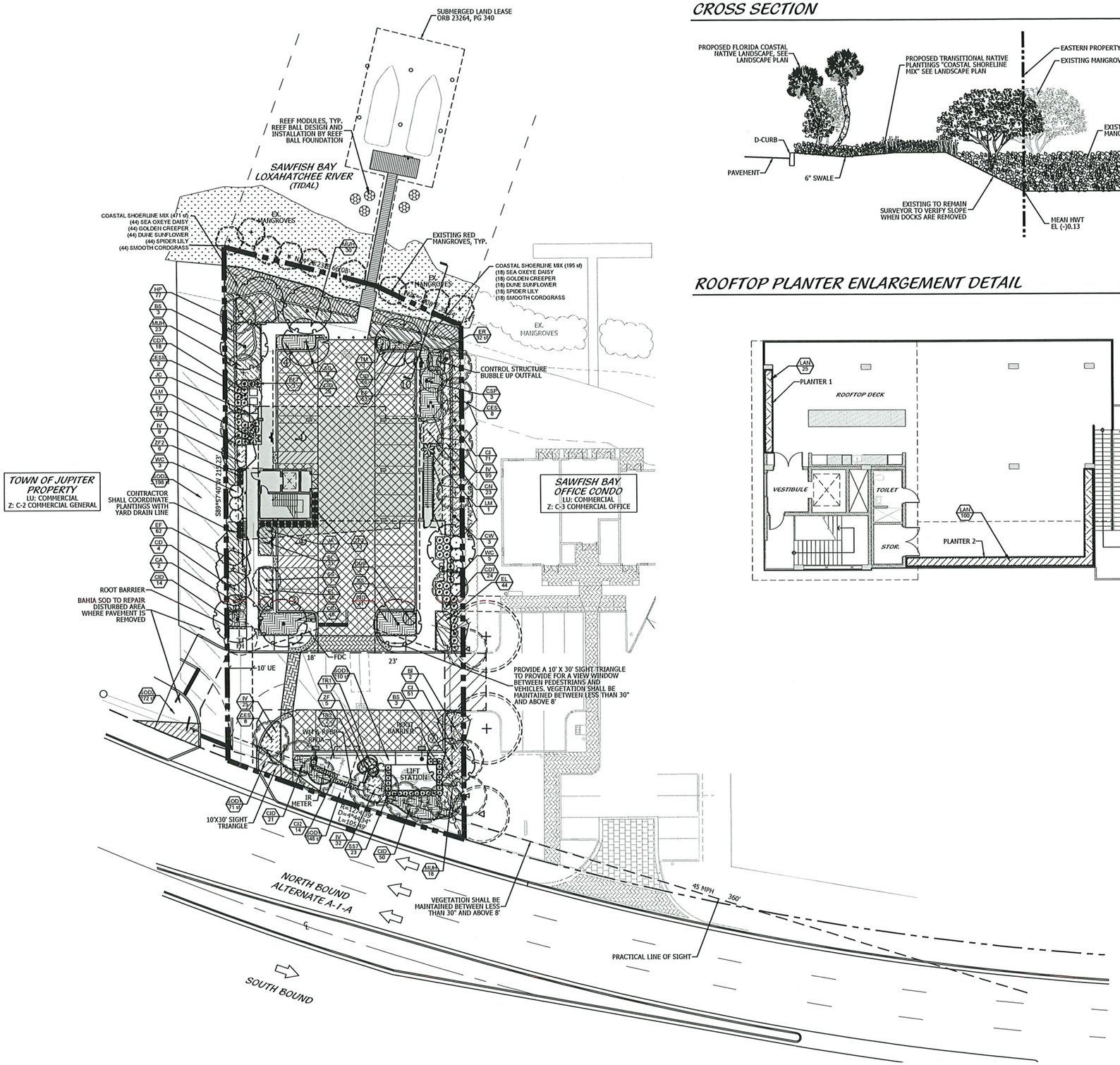
(7) Require the protection and/or relocation of additional trees, vegetation, water resources, wildlife habitat and/or other appropriate natural resources.

(8) Require specific architectural details and/or design that produces a physical development which is compatible in appearance with the uses permitted by right in the zoning district.

(9) Specify other conditions of approval to permit development of the project in conformity with the intent and purpose of this chapter and the adopted comprehensive plan.

(c) Violation of any conditions, when made a part of the terms under which the site plan is approved, shall be deemed a violation of this chapter, subject to enforcement under the provisions of this Code.

(Code 1992, § 27-96; Ord. No. 6-92, § 4, 4-20-1993; Ord. No. 37-99, § 2, 10-19-1999; Ord. No. 13-11, § 3, 4-26-2011)



CROSS SECTION

1"=10'

ROOFTOP PLANTER ENLARGEMENT DETAIL

1"=10'

LANDSCAPE DATA

NAME OF PROJECT	BAYSIDE		
LAND USE DESIGNATION	COMMERCIAL		
ZONING DISTRICT	C-2 COMMERCIAL, GENERAL		
OVERLAY DISTRICT	ROA REDEVELOPMENT OVERLAY AREA		
TOTAL SITE AREA	**21,851 SF 0.50 AC**		
LAND USE	**SF**	**AC**	**%**
BUILDING LOT COVERAGE	3,967	0.09	18.15%
VEHICULAR USE AREA	8,485	0.19	38.83%
OPEN SPACE	9,382	0.22	42.94%
TOTAL	**21,834**	**0.50**	**99.92%**
	REQ	**PROV**	
GREENSPACE	30%	35.52%	
INTERIOR LANDSCAPE	**REQ**	**PROV**	
PARKING ISLANDS	10		
TREES (1 PER ISLAND)	10	10	
SHRUBS (7 PER ISLAND)	70	290	
INTERIOR LANDSCAPE	1,697.00	1,616+	
20% OF VUA			
PERIMETER LANDSCAPE	**LENGTH**	**REQ**	**PROV**
NORTH (1 TREE PER 25')	215.23	9	9
SOUTH (1 TREE PER 25')	215.22	9	9
EAST (1 TREE PER 25')	105.92	4	10
WEST (1 TREE PER 25')	105.49	4	7
FOUNDATION PLANTING			
BUILDING ADDITION	**LENGTH**	**REQ**	**PROV**
LENGTH OF FOUNDATION (40% REQ)	290	116	122
S.F. OF PLANTING		580	692
PLANT UNITS (1/250 REQ PLANTING)			
TREES			1
3 PALMS (3:1)			1
3 ACCENTS (3:1)			1
TOTAL PLANT UNITS		**2**	**3**
NATIVE	**REQ**	**PROV**	
NATIVE			
SHADE TREES	50%	100%	
PALMS	50%	85%	
ACCENTS, SHRUBS AND GROUNDCOVERS	50%	96%	
EXISTING MANGROVES TO REMAIN	**QUANTITY**	**SIZE**	
RHIZOPHORA MANGLE (RED MANGROVE)	10	10-15 FEET	
LAGUNCULARIA RACEMOSA (WHITE MANGROVE)	1	12 FEET	
AVICENNIA GERMINANS (BLACK MANGROVE)	2	12-FEET	

LOCATION MAP

Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

Bayside
1001 NORTH A-1-A
Jupiter, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	04-0518.03
DATE	08-19-22
REVISIONS	07-11-25
	09-10-25

September 10, 2025 1:24:44 p.m.
Drawing: 04-0518.03_LP.DWG

SHEET 1 OF 2

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LAND DEVELOPMENT REGULATIONS. THE TOWN OF JUPITER LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF TOWN OF JUPITER, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE TOWN OF JUPITER CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALDE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/93)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6) FEET OF PUBLIC CURB, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE TOWN OF JUPITER CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90° TO 45° DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 66% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING. IE. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF HILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. PORH GRADE SLIGHTLY DISHED AID BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED TO ESTABLISH PLANTING MIX 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 1,000 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.

LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE 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 STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (RANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACHENT SOIL.

LANDSCAPE WARRENTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

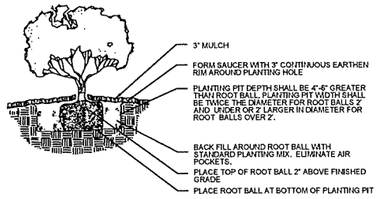
PLANT LIST

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	SIZE	NATIVE	REMARKS
TREES								
BS	8	BURSERA SIMARUBA	GUMBO LIMBO	N.A.	2.5" CAL	12'-14" HT, 6'-8" SPRD	Y	SINGLE, STRAIGHT TRUNK. FULL CANOPY, SYMMETRICAL. 6' CT MIN.
CD	4	COCOLOBA DIVERSIFOLIA	PIGEON PLUM	45 GAL	2" CAL	12'-14" HT., 6'-8' SPD.	Y	SINGLE STRAIGHT TRUNK, FULL CANOPY.
CES	16	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD TREE	30 GAL	2" CAL	12' - 14' O.A. X 5'-6' SPRD	Y	FULL CANOPY, SINGLE STRAIGHT TRUNK.
CESM	2	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD TREE	45 GAL	2" CAL	12' O.A.	Y	FULL CANOPY, MULTI-STEM
CW	3	GYMNANTHES LUCIDA	CRABWOOD	45 GAL	2" CAL	12' O.A.	Y	FULL CANOPY
JA	1	JACQUINIA ARBOREA	BRACELET WOOD	25 GAL	1.25" CAL	5'-6" O.A.	Y	FULL & THICK
BI	2	KRUGIODENDRON FERREUM	BLACK IRONWOOD	45 GAL	1.75" CAL	10` HT X 5` SPRD	Y	FULL CANOPY
SS	1	SIDEROXYLON SALICIFOLIUM	WILLOW BUSTIC	25 GAL	2.5" CAL	8`-10` HT. X 5` SPRD.	Y	FULL CANOPY
SG	2	SIMAROUBA GLAUCA	PARADISE TREE	25 GAL	2" CAL	12` HT X 4` SPRD	Y	FULL CANOPY, SINGLE STRAIGHT TRUNK, STAIDARD
PALM TREES								
CA	2	COCCOTHRINAX ARGENTATA	FLORIDA SILVER PALM	15 GAL	N.A.	4'-5' O.A	Y	FULL CANOPY
CMP	2	COCCOTHRINAX CRINITA BREVICRINIS	SHORT HAIR OLD MAN PALM	15 GAL	N.A.	4'-5' O.A	N	FULL CANOPY
LH	2	LEUCOTHRINAX MORRISII	KEYS THATCH PALM	FIELD GROWN	N.A.	4'-5' O.A.	Y	FULL & THICK
CSP	3	SABAL PALMETTO	CURVED CABBAGE PALM	N.A.	N.A.	18`, 22`, 26` O.A. STGG.	Y	STRONG, UNIQUE CURVES, SLICK TRUNKS
TM	1	THRINAX MORRISII	KEY THATCH PALM	25 GAL	N.A.	4'-5' O.A	Y	SINGLE, FULL & THICK
TR2	2	THRINAX RADIATA	THATCH PALM	30 GAL	N.A.	6' O.A.	Y	FULL & THICK
TR1	1	THRINAX RADIATA	THATCH PALM	FIELD GROWN	N.A.	9' O.A.	Y	FULL & THICK
CODE	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**SIZE**	**SPACING**	**NATIVE**	**REMARKS**
SHRUBS								
WC	8	CANELLA WINTERANA	WILD CINNAMON	15 GAL	7'-8' O.A.	A.S.	Y	FULL & THICK
C12	14	CHRYSOBALANUS ICACO `RED TIP`	REDTIP COCO PLUM	3 GAL	1.5' X 1.5'	2' O.C.	Y	FULL AND THICK
SS7	23	EUGENIA FOETIDA	SPANISH STOPPER	7 GAL	2.5' O.A.	2.5' O.C.	Y	FULL & THICK
EF7	3	EUGENIA FOETIDA	SPANISH STOPPER	7 GAL	3.5' X 2.5'	2.5' O.C.	Y	FULL & THICK
CD7	42	LECHECILLO	CROTON DISCOLOR	7 GAL	2.5' X 2'	2.5' O.C.	N	FULL & THICK
JC	1	QUADRELLA JAMAICENSIS	JAMAICAN CAPER	25 GAL	6' O.A.	A.S.	Y	FULL & THICK, BUSH FORM
ZF2	19	ZAMIE FLORIDANA	COONTIE PALM	7 GAL	2' X 2'	A.S.	Y	FULL & THICK
GROUND COVERS								
C1D	263	CHRYSOBALANUS ICACO `HORIZONTALIS`	DWARF COCOPLUM	3 GAL	12" X 18"	24" O.C.	Y	FULL & THICK
C1	122	CHRYSOBALANUS ICACO `RED TIP`	RED TIP COCOPLUM	3 GAL	18" X 18"	24" O.C.	Y	FULL & THICK
CN	23	CLUSIA ROSEA `NANA`	DWARF PITCH APPLE	3 GAL	18" X 18"	24" O.C.	Y	FULL & THICK
EL	121	ERNODEA LITTORALIS	GOLDEN CREEPER	3 GAL	12" X 12"	18" O.C.	Y	FULL & THICK
EF	189	EUGENIA FOETIDA	SPANISH STOPPER	3 GAL	18" X 18"	24" O.C.	Y	FULL & THICK
HP	77	HAMELIA PATENS	FIREBUSH	3 GAL	18" X 18"	24" O.C.	Y	FULL & THICK
IV	161	ILEX VOMITORIA `STOKES DWARF`	DWARF YAUPON HOLLY	3 GAL	12" X 12"	24" O.C.	Y	FULL & THICK
LAN	125	LANTANA MONTEVIDENSIS 'LAVENDER'	TRAILING LANTANA	1 GAL	6" X 8"	12" OC	Y	FULL CLUMP, MULTIPLE RUNNERS
MUH	71	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	3 GAL	18" X 12"	30" O.C.	Y	FULL & THICK
ZF	5	ZAMIA FLORIDANA	COONTIE	3 GAL	18" X18"	36" O.C.	Y	FULL & THICK
ROCK								
ER	32 SF	EGG ROCK	EGG ROCK	ROLL	2.5" - 4"			2 1/2" - 4"
SOD								
SOD2	3,470 SF	PASPALUM NOTATUM	BAHIA SOD	ROLL				WEED FREE
SOD1	629 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	ROLL				WEED FREE

CONCEPT PLANT SCHEDULE

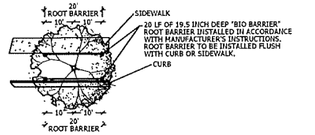
	COASTAL SHOERLINE MIX	666 SF			
	BORRICHIA ARBORESCENS / SEA OXEYE DAISY	308	3 GAL, 10" X 10", 18" O.C.,	Y	18" o.c.
	ERNODEA LITTORALIS / GOLDEN CREEPER	308	3 GAL, 12" X 12", 18" O.C.,	Y	18" o.c.
	HELIANTHUS DEBILIS / DUNE SUNFLOWER	308	1 GAL, 12" X 12", 18" O.C.,	Y	18" o.c.
	HYMENOCALLIS LATIFOLIA / SPIDER LILY	308	3 GAL, 12" O.A., 18" O.C.,	N	18" o.c.
	SPARTINA ALTERNIFLORA / SMOOTH CORDGRASS	308	1 GAL, 12" X 12", 18" O.C.,	N	18" o.c.

PLANTING DETAILS



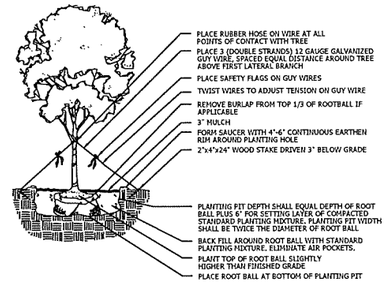
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



ROOT BARRIER DETAIL
PLAN VIEW

NTS



LARGE TREE PLANTING DETAIL

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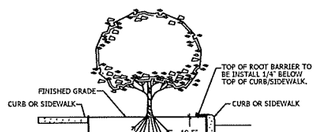
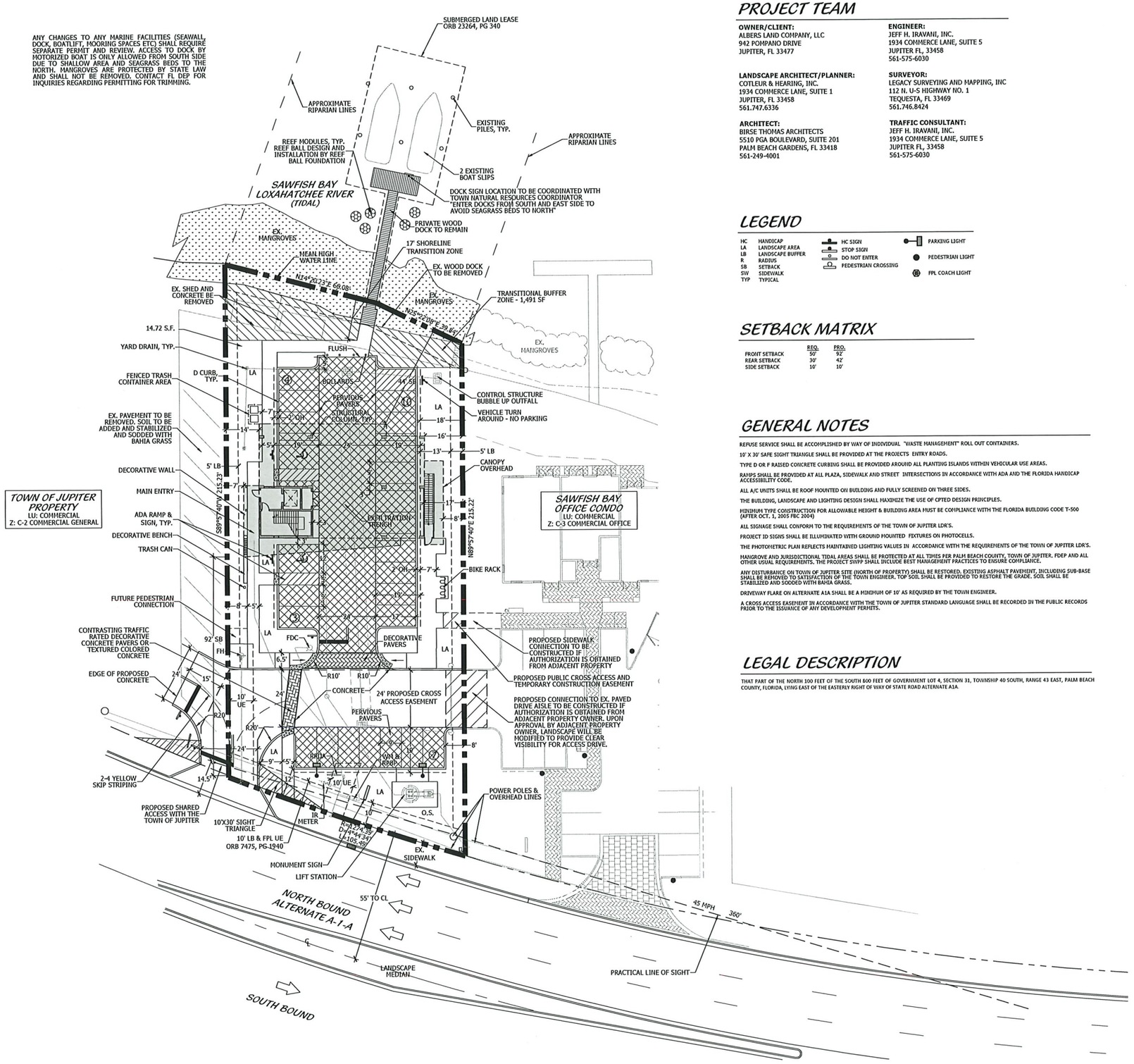

TOP OF ROOT BARRIER TO BE INSTALL 1/4" BELO

ANY CHANGES TO ANY MARINE FACILITIES (SEAWALL, DOCK, BOATLIFT, MOORING SPACES ETC) SHALL REQUIRE SEPARATE PERMIT AND REVIEW. ACCESS TO DOCK BY MOTORIZED BOAT IS ONLY ALLOWED FROM SOUTH SIDE DUE TO SHALLOW AREA AND SEAGRASS BEDS TO THE NORTH. MANGROVES ARE PROTECTED BY STATE LAW AND SHALL NOT BE REMOVED. CONTACT FL DEP FOR INQUIRIES REGARDING PERMITTING FOR TRIMMING.



PROJECT TEAM

OWNER/CLIENT:
ALBERS LAND COMPANY, LLC
942 POMPANO DRIVE
JUPITER, FL 33477

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
BIRSE THOMAS ARCHITECTS
5510 PGA BOULEVARD, SUITE 201
PALM BEACH GARDENS, FL 33418
561-249-4001

ENGINEER:
JEFF H. IRAVANI, INC.
1934 COMMERCE LANE, SUITE 5
JUPITER FL, 33458
561-575-6030

SURVEYOR:
LEGACY SURVEYING AND MAPPING, INC
112 N. U-S HIGHWAY NO. 1
TEQUESTA, FL 33469
561.746.8424

TRAFFIC CONSULTANT:
JEFF H. IRAVANI, INC.
1934 COMMERCE LANE, SUITE 5
JUPITER FL, 33458
561-575-6030

LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LA	LANDSCAPE AREA	STOP SIGN	
LB	LANDSCAPE BUFFER	DO NOT ENTER	PEDESTRIAN LIGHT
R	RADIUS	PEDESTRIAN CROSSING	
SB	SETBACK		FPL COACH LIGHT
SW	SIDEWALK		
TYP	TYPICAL		

SETBACK MATRIX

	REQ.	PRO.
FRONT SETBACK	50'	92'
REAR SETBACK	30'	42'
SIDE SETBACK	10'	10'

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL "WASTE MANAGEMENT" ROLL OUT CONTAINERS.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE ROOF MOUNTED ON BUILDING AND FULLY SCREENED ON THREE SIDES.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S.

MANGROVE AND JURISDICTIONAL TIDAL AREAS SHALL BE PROTECTED AT ALL TIMES PER PALM BEACH COUNTY, TOWN OF JUPITER, FDEP AND ALL OTHER USUAL REQUIREMENTS. THE PROJECT SWPP SHALL INCLUDE BEST MANAGEMENT PRACTICES TO ENSURE COMPLIANCE.

ANY DISTURBANCE ON TOWN OF JUPITER SITE (NORTH OF PROPERTY) SHALL BE RESTORED. EXISTING ASPHALT PAVEMENT, INCLUDING SUB-BASE SHALL BE REMOVED TO SATISFACTION OF THE TOWN ENGINEER. TOP SOIL SHALL BE PROVIDED TO RESTORE THE GRADE. SOIL SHALL BE STABILIZED AND SODDED WITH BAHIA GRASS.

DRIVEWAY FLARE ON ALTERNATE A1A SHALL BE A MINIMUM OF 10' AS REQUIRED BY THE TOWN ENGINEER.

A CROSS ACCESS EASEMENT IN ACCORDANCE WITH THE TOWN OF JUPITER STANDARD LANGUAGE SHALL BE RECORDED IN THE PUBLIC RECORDS PRIOR TO THE ISSUANCE OF ANY DEVELOPMENT PERMITS.

LEGAL DESCRIPTION

THAT PART OF THE NORTH 100 FEET OF THE SOUTH 800 FEET OF GOVERNMENT LOT 4, SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT OF WAY OF STATE ROAD ALTERNATE A1A.

SITE DATA

NAME OF PROJECT	BAYSIDE
PROPERTY CONTROL NUMBER	30-43-40-31-00-004-0080
TOWN OF JUPITER P&Z #	TBD
FEMA FLOOD ZONE	SFHA - ZONE A7
TRAFFIC ANALYSIS ZONE	TBD
LAND USE DESIGNATION	COMMERCIAL
ZONING DISTRICT	C-2 COMMERCIAL, GENERAL
OVERLAY DISTRICT	ROA REDEVELOPMENT OVERLAY AREA
MAXIMUM BUILDING HEIGHT	50' MAX. PER CODE
NUMBER OF STORIES	4
NUMBER OF BUILDINGS	1
TOTAL SITE AREA	**0.50 AC / 21,851.24 SF**

BUILDING DATA

FIRST FLOOR	130 SF
SECOND FLOOR	2,605 SF
THIRD FLOOR	2,605 SF
LOBBY AREAS	490 SF
TOTAL SQUARE FOOTAGE	**5,830 SF**
FAR	0.000023

LAND USE

	SF	AC	%
BUILDING LOT COVERAGE	4,070	0.09	18.63%
VEHICULAR USE AREA	8,285	0.19	37.91%
OPEN SPACE	9,496	0.22	43.46%
TOTAL	**21,851**	**0.50**	**100.00%**

LOT COVERAGE

IMPERVIOUS AREA	**SF**	**AC**	**%**
BUILDING LOT COVERAGE (35% MAX.)	4,070	0.09	18.63%
VEHICULAR USE AREA	8,285	0.19	37.91%
SIDEWALKS & HARDSCAPE	1,716	0.04	7.85%
TOTAL IMPERVIOUS AREA	**14,071**	**0.32**	**64.39%**
PERVIOUS AREA	**SF**	**AC**	**%**
GREEN SPACE (30% REQ.)	7,780	0.18	35.61%
TOTAL PERVIOUS AREA	**7,780**	**0.18**	**35.61%**
TOTAL SITE AREA	**21,851**	**0.50**	**100.00%**

PARKING DATA

	REQ	PROV
PROFESSIONAL OFFICE (1/250 SF)	23	24
TOTAL		**24**
ACESSIBLE SPACES (INCLUDED IN TOTAL)	**2**	**2**

PEDESTRIAN AMENITIES

	REQ	PROV
BENCH (1/25,000 SF OF OPEN SPACE)	0.38	1
TRASH CAN (1/50,000 SF OF OPEN SPACE)	0.19	1
BIKE RACK (1/75,000 SF OF OPEN SPACE)	0.13	1

TRANSITIONAL BUFFER ZONE
COMPREHENSIVE PLAN CONSERVATION AND COASTAL MANAGEMENT POLICIES 1.5.16 AND 1.5.6 RESPECTIVELY.

LINEAR FOOTAGE OF WETLAND	97.6	
	REQ	**PROV**
10 SF OF BUFFER PER LINEAR FOOT OF WETLAND	976	1,491

LOCATION MAP

Site Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0" North

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Land Planners
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Bayside

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Jupiter, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	04-0518.03
DATE	08-29-22
REVISIONS	11-21-22
	07-10-25
	09-10-25

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SHEET 1 OF 2

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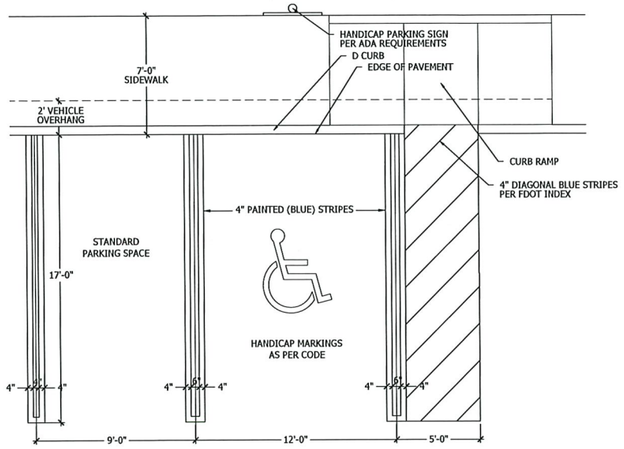
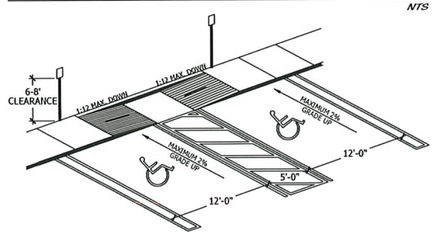
STANDARD AND HANDICAP PARKING DETAIL

NTS



HANDICAP RAMP DETAIL

NTS



NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

HANDICAP SIGN DETAIL

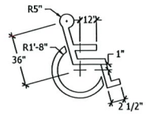
NTS

COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

HANDICAP SYMBOL DETAIL

NTS



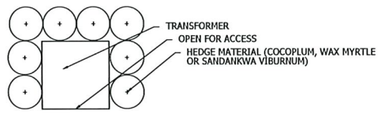
NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

TRANSFORMER DETAIL

NTS

ELEVATION VIEW

PLAN VIEW



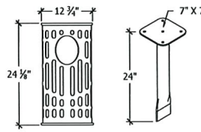
BIKE RACK DETAIL

NTS

TYPE: MADRAX 5 LOOP HEAVY DUTY WINDER
COLOR: LEXINGTON GREEN OR BLACK
FINISH: POWDER COAT

TRASH CAN DETAIL

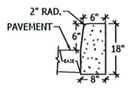
NTS



TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

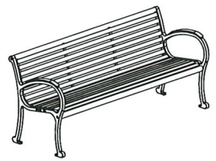
D CURB DETAIL

NTS



BENCH DETAIL

NTS



TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN
FINISH: ZINC RICH AND POLYESTER POWDER COAT

BENCH DETAIL

NTS

Site Details

Cotleur & Hearing
Landscape Architects
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Environmental Consultants
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SHEET 2 OF 2

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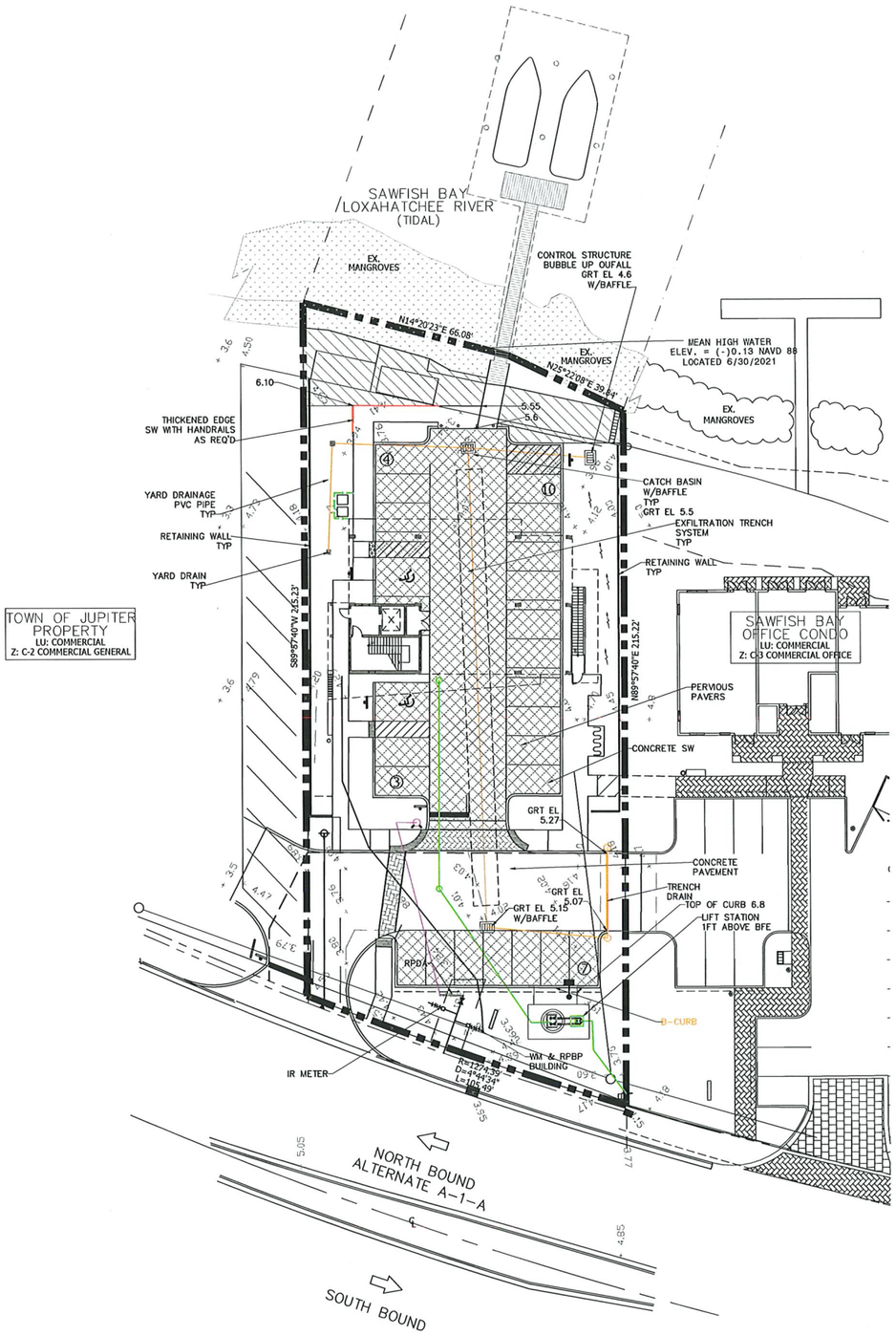


SCALE: 1" = 20'

VICINITY MAP

REVISIONS
09-18-25 PER SP

Jeff H. Iravani, Inc.
Consulting Engineers
1934 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
TEL: (561) 575-6030
FAX: (561) 575-6088
EMAIL: JHI@bellsouth.net
WEBSITE: www.JHInc.com

Bayside

1001 N ALT AIA

Jupiter, Florida

CONCEPTUAL IMPROVEMENT PLAN

DATE	SCALE	DESIGNED BY	DRAWN BY	JOB NO.
09-02-22	1:20	JBI	JBI	2209-1412

LEGEND

00.0	PROP PAVT EL
00.0	PROP CONC SW EL
	EXIST EL
	CONTRACTOR TO FIELD VERIFY
INV EL	INVERT EL
CB	CATCH BASIN
YD	YARD DRAIN
BE	BOTTOM EL
TE	TOP EL
EXF	EXFILTRATION TRENCH
WM	WATER MAIN
WS	WATER SERVICE
SS	SANITARY SERVICE
FM	FORCE MAIN
FM	FIRE MAIN
WW	WASTEWATER GRAVITY
	FIRE HYDRANT
FIV	POST INDICATOR VALVE
GV	GATE VALVE
TV	TAPPING VALVE
V	VALVE
FDC	FIRE DEPT CONNECTION
CV	CV CHECK VALVE
	DCDA-DBL CHCK DETECTOR ASSMBLY
	RPDA-REDUCED PRESS DET ASSMBLY
WM	WATER METER W/
R	REDUCED PRESSURE
T	BACKFLOW PREV
SP	SAMPLE POINT
MES	MITERED END SECTION
F.F.EL	FIN FLOOR ELEV
F.L.EL	FLOW LINE ELEV
TOB	TOP OF BANK
TOS	TOE OF SLOPE
TC	TOP OF CONCRETE
TP	TOP OF PAVERS
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
LME	LAKE MAINTENANCE EASMT
LAE	LIMITED ACCESS EASMT
CO	CLEANOUT
	BOPING NO. AND LOCATION
ERCP	ELLIPTICAL RCP
RCP	REINFORCED CONC PIPE
CAP	CORRUGATED ALUMINUM PIPE
HDPE	HIGH DENSITY POLYETHLENE PIPE
PVC	POLYVINYL PIPE
CMP	CORRUGATED METAL PIPE
00.0	PROP CONC EL

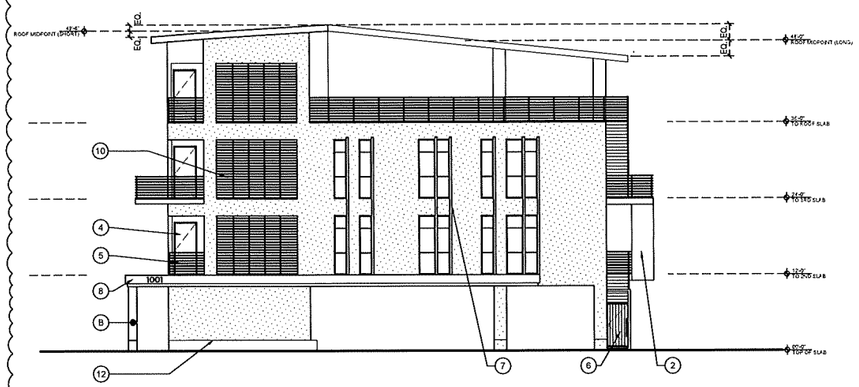
48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
CALL SUNSHINE
NOTIFICATION CENTER

SEAL

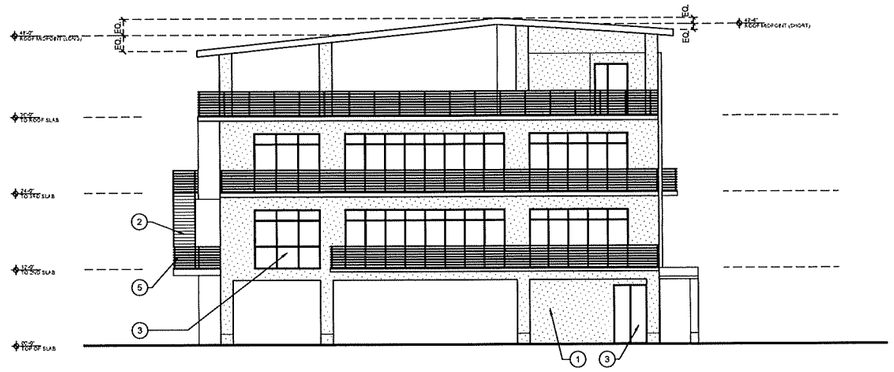
COA # 6986

SHEET NO.

C1-1



3 WEST ELEVATION
3/32" = 1'-0"



1 EAST ELEVATION
3/32" = 1'-0"

4 SOUTH ELEVATION
3/32" = 1'-0"

2 NORTH ELEVATION
3/32" = 1'-0"

key notes

1	PAINTED STUCCO FINISH	11	OVERHEAD LOUVERS ON ROOF
2	CONCRETE STAIRS	12	RAISED PLANTER W/ GREENWALL MESH
3	STOREFRONT GLAZING SYSTEM		
4	PAINTED HOLLOW METAL DOOR & FRAME		
5	42" METAL GUARDRAILS		
6	METAL GATE		
7	VERTICAL SOLAR SHADE		
8	ENTRY CANOPY		
9	STANDING SEAM METAL ROOF		
10	HORIZONTAL LOUVERS		

color schedule

A	FIELD COLOR - BENJAMIN MOORE BRIGHT WHITE (OC-152)
B	ACCENT MATERIAL - CORAL STONE TILE

sheet notes

legend

- SMOOTH STUCCO FINISH
- WOOD LOUVERS/HORIZONTAL PICKET GUARDRAILS
- STANDING SEAM METAL ROOF

birse/thomas

5510 PGA boulevard, suite #201
palm beach gardens, fl 33418

phone 561.249.4001
AA26002397

Joe Thomas, AIA
AR94276

BAYSIDE

1001 N ALT A1A
JUPITER, FL 33477

PROJECT NUMBER 22-100

REVISIONS

1	ADDENDUM NO.1	07-11-25
2	ADDENDUM NO.2	11-24-25
3	ADDENDUM NO.3	05-05-26
4		
5		
6		
7		
8		
9		

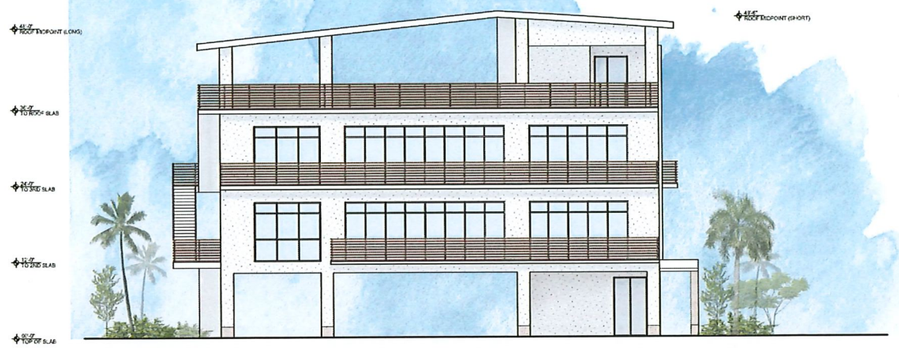
SUBMITTAL DATE 08/08/22

SITE PLAN APPROVAL

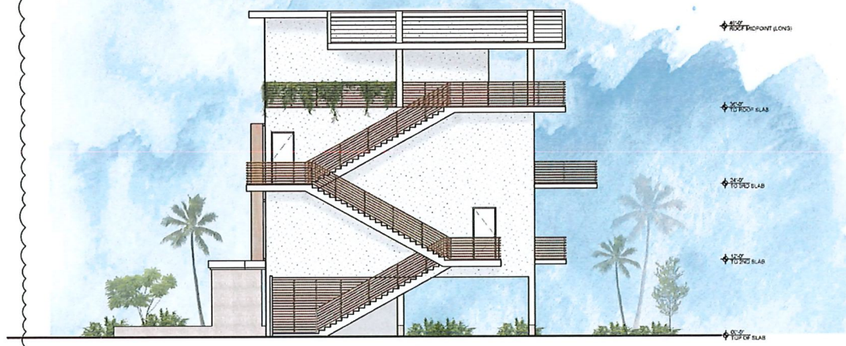
BUILDING ELEVATIONS

A2.01

3 WEST ELEVATION
3/32" = 1'-0"



1 EAST ELEVATION
3/32" = 1'-0"



4 SOUTH ELEVATION
3/32" = 1'-0"

2 NORTH ELEVATION
3/32" = 1'-0"

3

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THE IDEAS AND DESIGNS SHOWN ON AND THE ARRANGEMENT OF BIRSE/THOMAS ARCHITECTS INC. AS PART OF THESE NOTES, MAY BE REPRODUCED, ALTERED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF BIRSE/THOMAS ARCHITECTS INC.

PROJECT NUMBER 22-100

REVISIONS

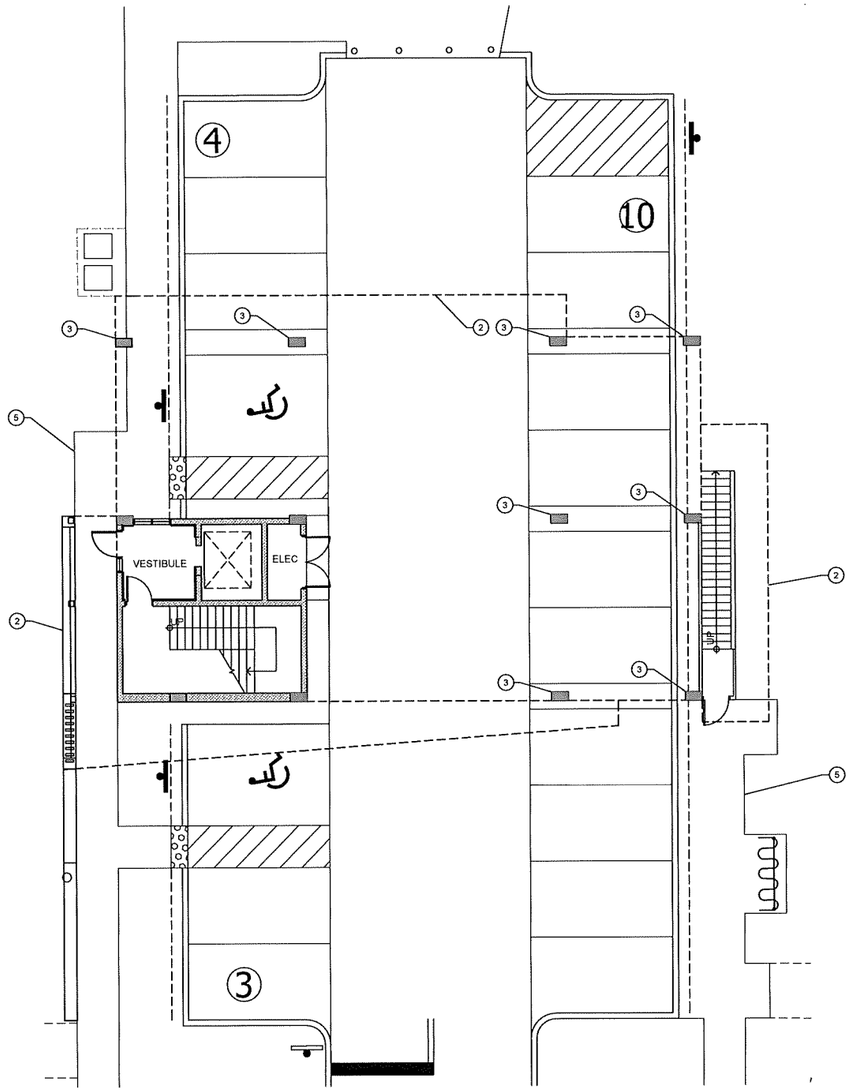
1	ADDENDUM NO.1	07-11-25
2	ADDENDUM NO.2	11-24-25
3	ADDENDUM NO.3	05-05-26
4		
5		
6		
7		
8		
9		

SUBMITTAL DATE 08/08/22

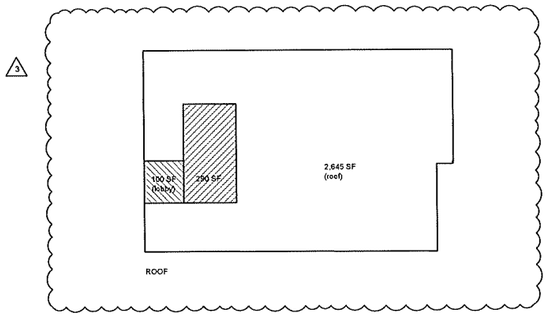
SITE PLAN APPROVAL

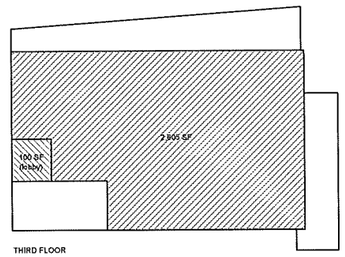
BUILDING ELEVATIONS (RENDERED)

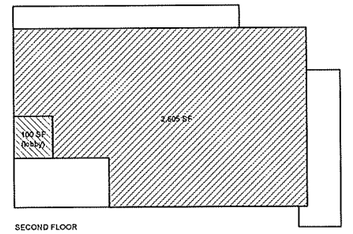
A2.02

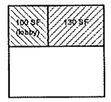


1 FIRST FLOOR PLAN
1/8" = 1'-0"









2 AREA BREAKDOWN
1/8" = 1'-0"

key notes

1	GUARDRAIL
2	EDGE OF ROOF ABOVE
3	CONCRETE COLUMNS
4	EDGE OF STRUCTURE BELOW
5	SIDEWALK

area analysis

BUILDING AREA - PROPOSED (GROUND FLOOR)	130 SF
BUILDING AREA - PROPOSED (SECOND FLOOR)	2,605 SF
BUILDING AREA - PROPOSED (THIRD FLOOR)	2,605 SF
BUILDING AREA - PROPOSED (ROOF)	290 SF
BUILDING AREA - PROPOSED (TOTAL)	5,630 SF

note: building area excludes exterior stairways, balconies, lobby space and ancillary rooftop lookout.

sheet notes

1. REFER TO SITE PLAN FOR ALL SITE FEATURES.
2.

legend

- 1 — COLUMN GRID REFERENCE NUMBER
- COLUMN GRID LINES
- NEW CONCRETE BLOCK WALL
- NEW PARTITION WALL
- E — WALL TYPE REFERENCE
- EXISTING WALL TO REMAIN
- AREA NOT IN CONTRACT
- OFFICE — ROOM NAME
- 1A25 — ROOM NUMBER
- XXXX — ROOM AREA
- XX — DOOR REFERENCE NUMBER (REFER TO DOOR SCHEDULE)
- NEW DOOR & FRAME
- 1 / A1.XX — ELEVATION ON SHEET / SHEET NUMBER
- 1 — WINDOW TAG
- MILLWORK
- MILLWORK ABOVE

birse/thomas

5510 PGA boulevard, suite #201
palm beach gardens, fl 33418

phone 561.249.4001
AA26002397

Joe Thomas, AIA
AR94276

BAYSIDE

1001 N ALT A1A
JUPITER, FL 33477

The design and the layout of the house, as well as all drawings, are and shall remain the property of birse/thomas and may not be used without the permission of birse/thomas.

PROJECT NUMBER 22-100

REVISIONS

1	ADDENDUM NO.1	07-07-25
2	ADDENDUM NO.3	09-09-26
3		
4		
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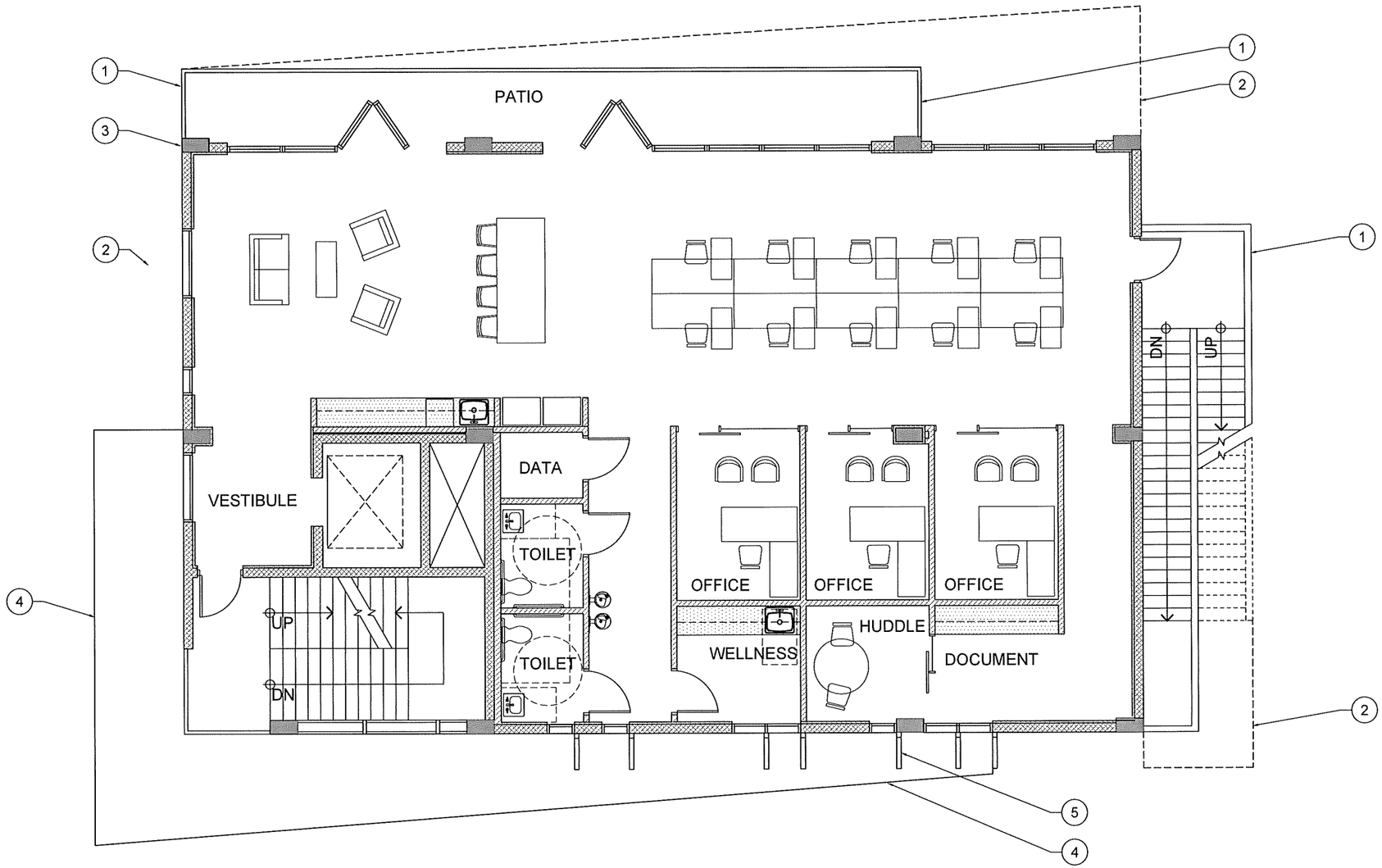
SUBMITTAL DATE 08/08/22

SITE PLAN APPROVAL

FIRST FLOOR PLAN

A1.11



1 SECOND FLOOR PLAN
1/4" = 1'-0"

key notes

1	GUARDRAIL
2	EDGE OF STRUCTURE ABOVE
3	CONCRETE COLUMNS
4	EDGE OF STRUCTURE BELOW
5	VERTICAL SOLAR SHADES. SEE BLDG ELEVATIONS

sheet notes

legend

- COLUMN GRID REFERENCE NUMBER
- COLUMN GRID LINES
- NEW CONCRETE BLOCK WALL
- NEW PARTITION WALL
- WALL TYPE REFERENCE
- EXISTING WALL TO REMAIN
- AREA NOT IN CONTRACT
- ROOM NAME
- ROOM NUMBER
- ROOM AREA
- DOOR REFERENCE NUMBER (REFER TO DOOR SCHEDULE)
- NEW DOOR & FRAME
- ELEVATION ON SHEET
- SHEET NUMBER
- WINDOW TAG
- MILLWORK
- MILLWORK ABOVE

birse/thomas
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palm beach gardens, fl 33418
phone 561.249.4001
AA26002397

Joe Thomas, AIA
AR94276

BAYSIDE

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JUPITER, FL 33477

PROJECT NUMBER 22-100

REVISIONS

1		
2	ADDENDUM NO 2	11-24-25
3	ADDENDUM NO 3	05-05-26
4		
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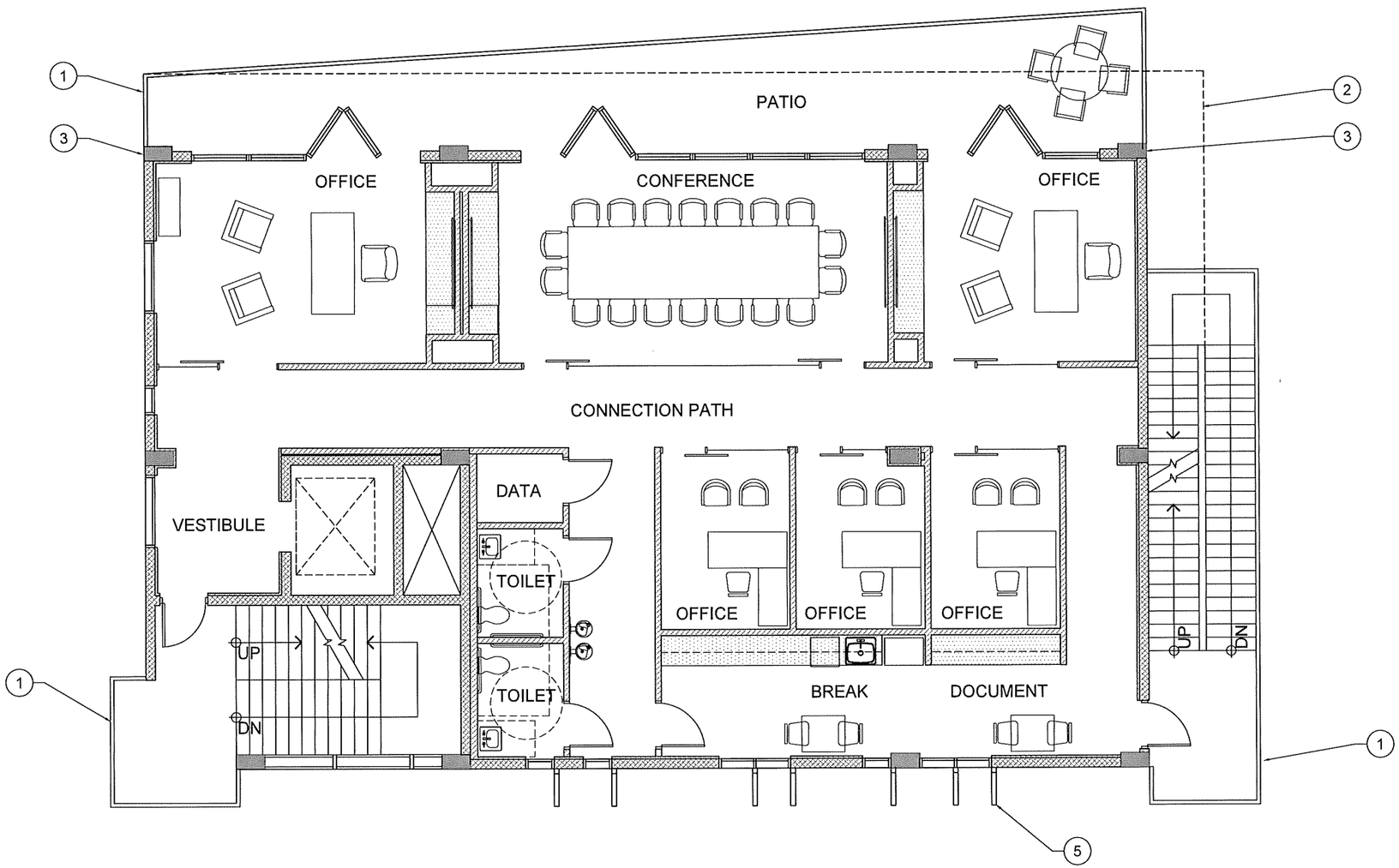
SUBMITTAL DATE 08/08/22

SITE PLAN APPROVAL

SECOND FLOOR PLAN

A1.12



1 THIRD FLOOR PLAN
1/4" = 1'-0"

key notes

1. GUARDRAIL
2. EDGE OF ROOF ABOVE
3. CONCRETE COLUMNS
4. EDGE OF STRUCTURE BELOW
5. VERTICAL SOLAR SHADES

sheet notes

legend

- COLUMN GRID REFERENCE NUMBER
- COLUMN GRID LINES
- NEW CONCRETE BLOCK WALL
- NEW PARTITION WALL
- WALL TYPE REFERENCE
- EXISTING WALL TO REMAIN
- AREA NOT IN CONTRACT
- ROOM NAME
- ROOM NUMBER
- ROOM AREA
- DOOR REFERENCE NUMBER (REFER TO DOOR SCHEDULE)
- NEW DOOR & FRAME
- ELEVATION ON SHEET
- SHEET NUMBER
- WINDOW TAG
- MILLWORK
- MILLWORK ABOVE

birse/thomas

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AA26002397

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AR94276

BAYSIDE

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JUPITER, FL 33477

PROJECT NUMBER 22-100

REVISIONS

1		
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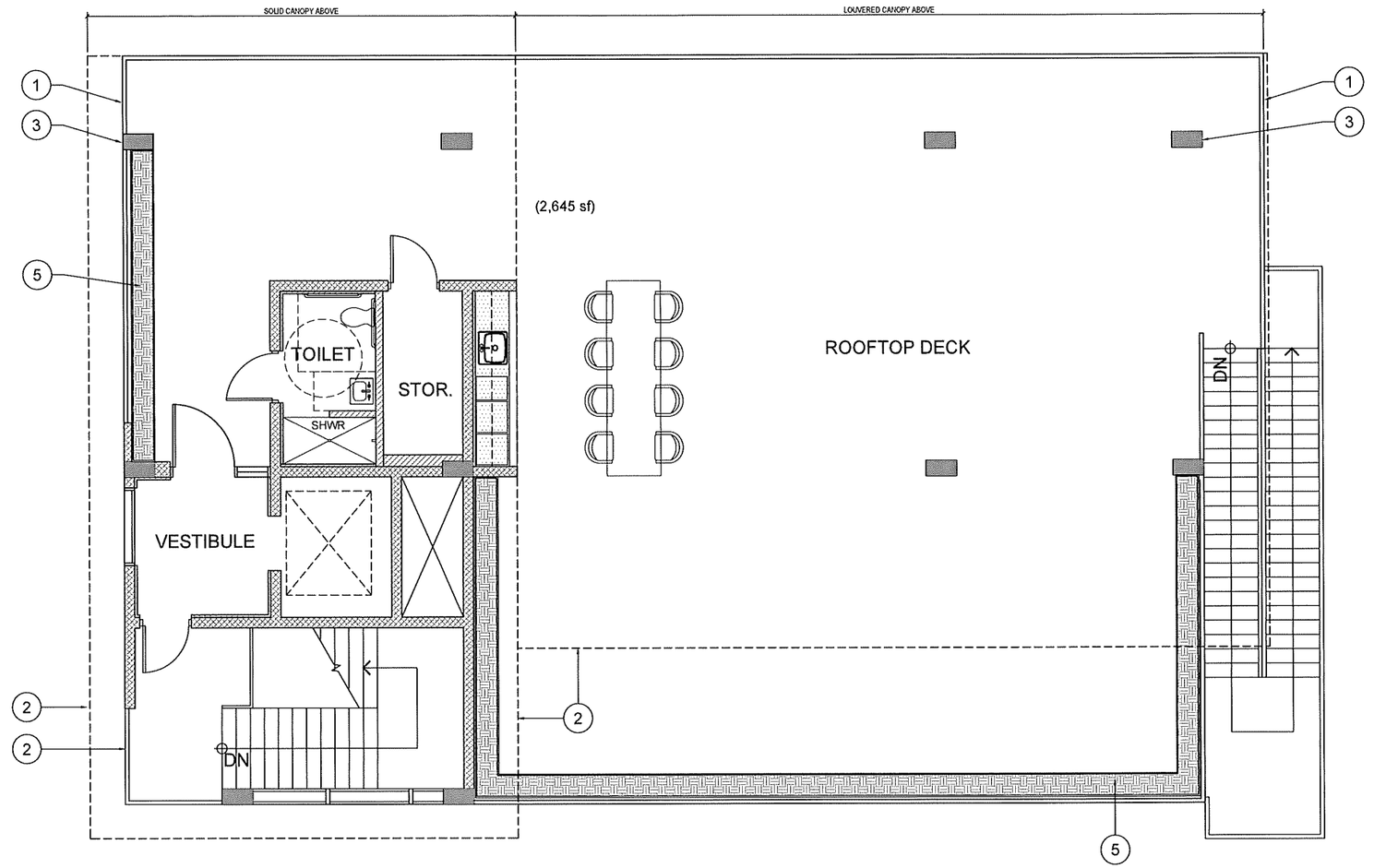
SUBMITTAL DATE 08/08/22

SITE PLAN APPROVAL

THIRD FLOOR PLAN

A1.13



1 LOW ROOF PLAN
1/4" = 1'-0"

key notes

1. GUARDRAIL
2. EDGE OF ROOF ABOVE
3. CONCRETE COLUMNS
4. EDGE OF STRUCTURE BELOW
5. PLANTER
6.

sheet notes

legend

- COLUMN GRID REFERENCE NUMBER
- COLUMN GRID LINES
- NEW CONCRETE BLOCK WALL
- NEW PARTITION WALL
- WALL TYPE REFERENCE
- EXISTING WALL TO REMAIN
- AREA NOT IN CONTRACT
- ROOM NAME
- ROOM NUMBER
- ROOM AREA
- DOOR REFERENCE NUMBER (REFER TO DOOR SCHEDULE)
- NEW DOOR & FRAME
- ELEVATION ON SHEET
- SHEET NUMBER
- WINDOW TAG
- MILLWORK
- MILLWORK ABOVE

birse/thomas

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palm beach gardens, fl 33418

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AA26002397

Joe Thomas, AIA
AR94276

BAYSIDE

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8		
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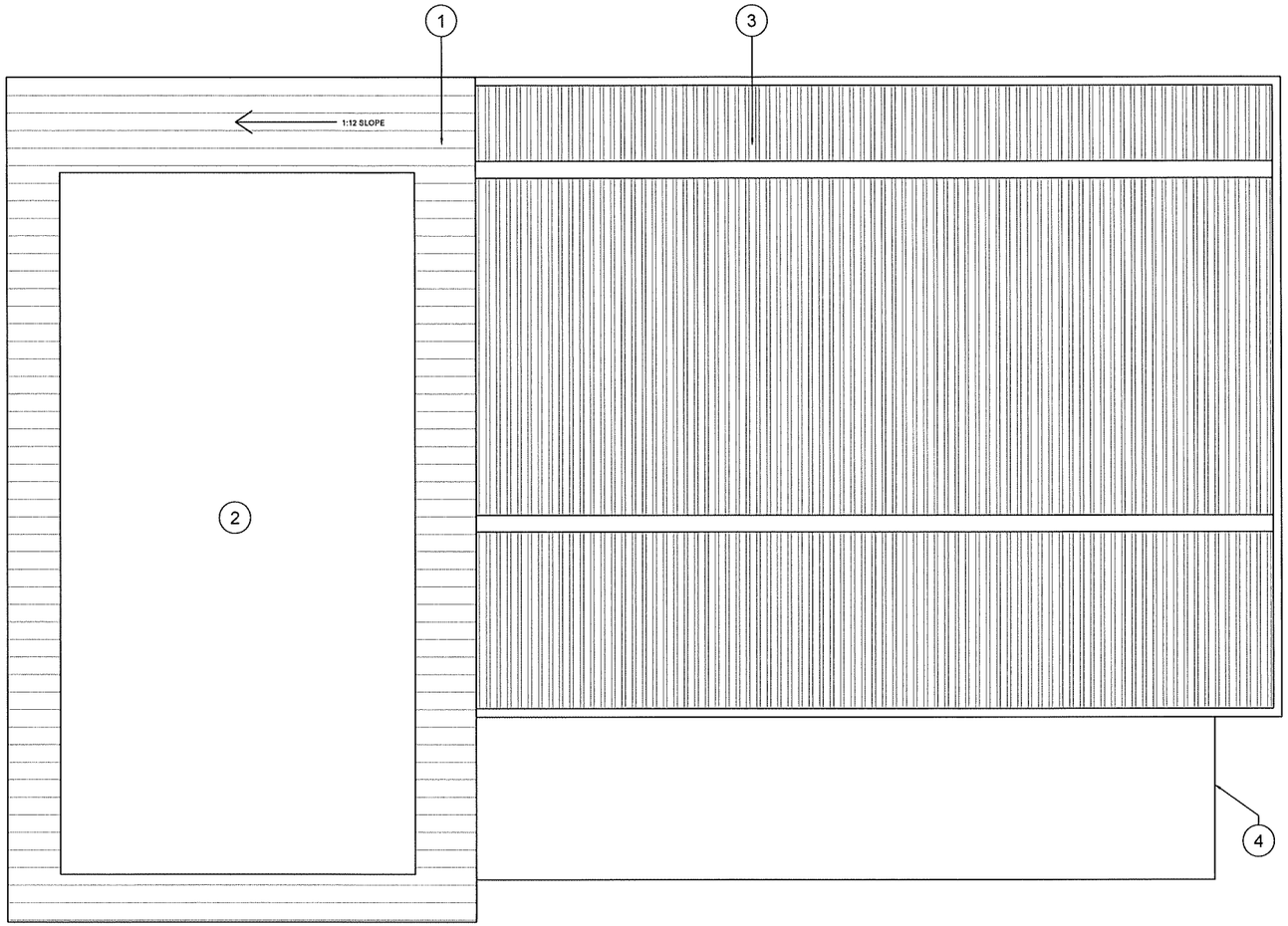
SUBMITTAL DATE 08/08/22

SITE PLAN APPROVAL

LOW ROOF PLAN

A1.14



1 HIGH ROOF PLAN
1/4" = 1'-0"

key notes

1. STANDING SEAM METAL ROOF
2. TPO FLAT ROOF (RECESSED MECHANICAL AREA)
3. LOUVERED CANOPY
4. EDGE OF DECK BELOW

sheet notes

legend

- COLUMN GRID REFERENCE NUMBER
- COLUMN GRID LINES
- NEW CONCRETE BLOCK WALL
- NEW PARTITION WALL
- WALL TYPE REFERENCE
- EXISTING WALL TO REMAIN
- AREA NOT IN CONTRACT
- ROOM NAME
- ROOM NUMBER
- ROOM AREA
- DOOR REFERENCE NUMBER (REFER TO DOOR SCHEDULE)
- NEW DOOR & FRAME
- ELEVATION ON SHEET
- SHEET NUMBER
- WINDOW TAG
- MILLWORK
- MILLWORK ABOVE

birse/thomas

5510 PGA boulevard, suite #201
palm beach gardens, fl 33418

phone 561.249.4001
AA26002397

Joe Thomas, AIA
AR94276

BAYSIDE

1001 N ALT A1A
JUPITER, FL 33477

PROJECT NUMBER 22-100

REVISIONS

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3	ADDENDUM NO.3	05-05-26
4		
5		
6		
7		
8		
9		

SUBMITTAL DATE 08/08/22

SITE PLAN APPROVAL

HIGH ROOF PLAN

A1.15

1001

1001

Cotleur & Hearing

Bayside, Jupiter

Site Plan Application

PZ 22-5351

Town of Jupiter

Town Council

June 2nd, 2026

Project Team | Local Professionals

- **Owner & Applicant - Bayside**
  - Nate Albers, Albers Land Company, LLC
  - Jason Mahlman
- **Agent & Land Planner - Cotleur & Hearing**
  - Donaldson Hearing, PLA, ASLA, LEED
  - George Missimer, AICP, Project Manager, Partner
- **Civil & Traffic Engineer – Jeff H. Iravani, Inc.**
  - John B. Iravani, P.E.
- **Architect – Birse/Thomas**
  - Allen Birse, AIA, LEED AP
  - Joe Thomas, AIA

Request | Site Plan Approval

Request for Site Plan approval of an infill redevelopment project, designed to be resilient, sustainable, and compatible. The proposed project aligns with Jupiter's Comprehensive Plan and meets the requirements of the Land Development Code.

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Dear Town Officials,

I am writing to express my support for the proposed project un
North Alternate A1A. I believe this project will positively cont
enhance the surrounding area. The project appears well-design
long-term planning goals and adjacent projects.

THank you for your time and consideration.

Sincerely,

Dan Reedy
8 West Riverside Dri
Jupiter Fl 33469

INDEX INVEST/

Index Investment LLC
1000 N US Highway One
Suite 902
Jupiter, FL 33477
USA

Contact
Tel: +1-561-571-0360
Fax: +1-561-571-0370

www.indexinvest.com

April 6, 2026

Mayor and Tow
Town of Jupiter
210 Military Tr
Jupiter, Florida

CC: Planning a

RE: Suppo

Dear Mayor and

Index Investme
holdings and op
followed the or
write today in s

After reviewing
this section of t
that is at once fi
to maximize ev
the allowable i
responsible own

What distinguis
attention to sea
the kind of long
sensitivity and

From a real est
incremental, quality-forward development that strengthens a corridor without straining its infrastructure or disrupting its character. The Bayside Building reflects that standard.

We respectfully urge the Town to support and approve the Bayside Building.

Sincerely,
Index Management Services, LLC

Bjarne Borg
Manager

Date: April 7, 2026

To:
Mayor and Town Council
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

CC: Planning and Zoning Board
Attn: John Sickler, Zoning Director

Re: Bayside Building – Letter of Support

Dear Mayor and Council Members,

I am writing as a long-time property owner in Jupi
Alternate A1A corridor and surrounding commerci

Our family's holdings include property directly sou
interest in Sea Grape Plaza (±8.87 acres) on India
the Town. Over time, we have seen how individua
detract from the character of an area, particularly
one.

The Bayside Building, in my view, reflects a carefu
site. Rather than overextending the property, the
physical and environmental constraints in a way th

I was particularly encouraged by the attention give
building and its waterfront setting. The design ack
Bay and incorporates environmental consideration
including water quality and resiliency.

The architectural quality is also evident. It is not si
more considered and cohesive identity for this seg

As someone who owns property in close proximity
projects that are well-conceived and consistent wit
standards. In this case, the Bayside Building appe
bringing an added level of care and quality to the c

I believe this project will be a positive addition to th
Town to approve it.

Date: April 7, 2026

To:
Mayor and Town Council
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

CC: Planning and Zoning Board
Attn: John Sickler, Zoning Director

Re: Bayside Building – Alternate A1A

Dear Mayor and Council Members,

I am writing in my capacity with Cromwell Properties as an active commercial pro
owner along the Alternate A1A corridor and elsewhere within Jupiter.

Our family owns approximately 1.73 acres immediately south of the subject site, i
addition to an interest in Sea Grape Plaza (±8.87 acres) on Indiantown Road and
commercial properties within the Town. As a result, we evaluate projects not only
design standpoint, but also in terms of how they contribute to the long-term stabili
quality of the surrounding a

In reviewing the Bayside Bu
the proposal. The building c
controlled and deliberate us
development potential that

The architectural approach
similar contexts. The desig
contributes to a more cohes

Equally important is the pro
integration of stormwater m
Sawfish Bay demonstrates
project's foundation rather t

From a property owner's st
Town's adopted zoning fran
manner—it can move forwa
component of maintaining c

Based on our experience a

To Whom It May Concern,

I am writing to express my support for
on Alternate A1A in Jupiter, at Bayside
ALBERS Land Company.
As a long-time commercial real estate
Beach County markets, I have had the
demand and development trends in th
opinion that this project is both timely
The Jupiter market is currently experie
history. There is a significant shortage
well-located, amenitized environment
seeking to establish or expand their pr
modern, thoughtfully designed office
The Sawfish Bay project directly addre
A1A offers exceptional accessibility, p
immediate adjacency to some of the a
amenities. This type of environment is
professional firms, family offices, and
Beyond meeting market demand, this
community benefits, including:

- Creation of high-quality jobs ar
- Increased tax base for the Tow
- Support for surrounding busine
- Enhancement of the overall ch

Importantly, projects like Sawfish Bay
in Jupiter—low-density, highly curated, and integrated into the surrounding environment.
This is consistent with the Town's long-term vision of thoughtful, high-quality growth rather than overdevelopment.
Based on my experience representing both tenants and investors in this market, I am confident that this project will be well received and successfully absorbed, and will further solidify Jupiter's position as one of South Florida's most desirable business environments.
I strongly encourage your favorable consideration and support of this project.
Please feel free to contact me should you have any questions or require additional insight.

Robert Hamman | Managing Partner
SVN | Waterfront Commercial Realty
810 Saturn St. #24 | Jupiter, FL 33477

To Whom It May Concern,

I am writing to express my strong support for the proposed development project associated with the Bayside building on Alternate A1A, as well as to recognize the type of thoughtful investment our community so greatly needs.

My name is Butch Rowley, and I am the owner of Beach House Patio, located at 105 Center Street, Jupiter, Florida 33458. As a local business owner with a vested interest in the continued success and revitalization of this corridor, I feel compelled to share my perspective.

I have had the opportunity to review the project renderings, and I can confidently say that the proposed design is not only visually compelling, but also highly aligned with the lifestyle, character, and aesthetic that define Jupiter. The architectural vision reflects a clean, coastal-appropriate design that would be a beautiful and natural addition to this area.

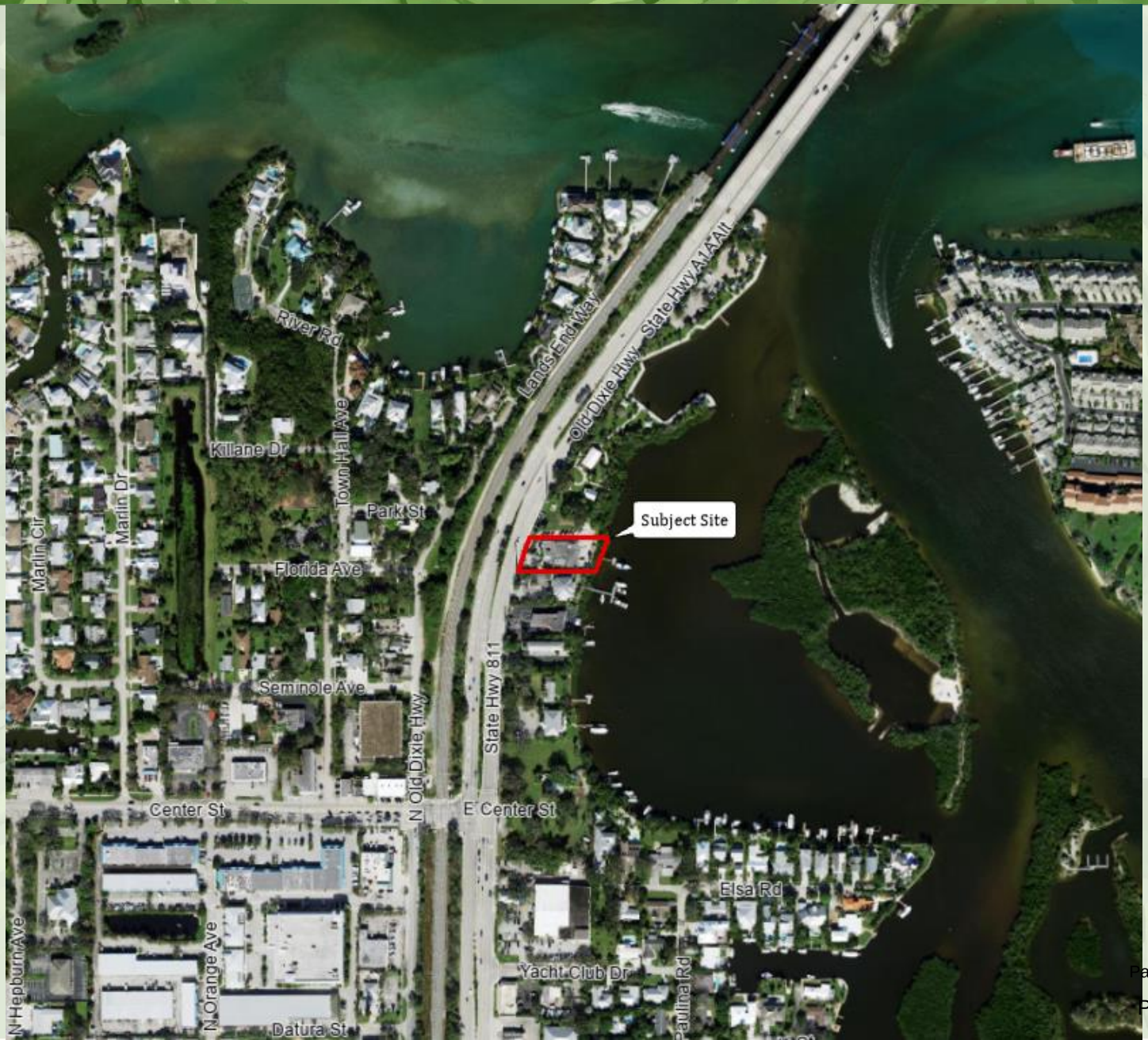
More importantly, this project represents the type of quality investment that Center Street and Alternate A1A corridor urgently needs. A lack of reinvestment inevitably leads to stagnation and, ultimately, decay—something we are already beginning to see along portions of this corridor. Sustainable economic development is not optional; it is essential to maintaining the vibrancy, safety, and long-term value of our local business community.

The proposed investment and architectural design are exemplary. This project demonstrates a clear commitment to enhancing the area in a way that is both economically responsible and aesthetically appropriate. It is precisely the kind of forward-thinking development that can help elevate Center Street and attract complementary businesses that share the same standard of quality.

Predictability and consistency in the approval process are critical for the business community. When a project satisfies the established criteria, it should be supported and approved accordingly. Doing so reinforces confidence among current and prospective business owners who are considering investing in Jupiter.

I believe that we need more projects like these projects that align with our town's identity, strengthen our local economy, and demonstrate a commitment to long-term growth rather than short-term compromise.

Subject Site | Location



Subject Site | Zoning

DIVISION 4. - COMMERCIAL, GENERAL DISTRICT (C-2)

Sec. 27-563. - Intent.

The purpose and intent of the Commercial, General District (C-2) is to encourage the development of intensive commercial facilities, providing a wide range of goods and services, located adjoining at least one major collector or arterial street.

Subject Site | Future Land Use

Subject Site | C-2, Land Development Regulations

Cotleur & Hearing

	Measurement	Requirement	Proposed
(1)	Lot area (minimum)	15,000 square feet	**21,851.24 square feet**
(2)	Lot width (minimum)	75 feet	**105.29 feet**
(3)	Lot depth (minimum)	150 feet	**215.23 feet**
(4)	Front setback (minimum)	50 feet	**92 feet**
(5)	Rear setback (minimum)	30 feet	**44 feet**
(6)	Side setback (minimum) (interior)	10 feet	**14-17 feet**
	(corner)	35 feet	**N/A**
	Note: No interior side yard is required if vehicular access to the rear of the building is provided.		
(7)	Building height (maximum)	50 feet	**49 feet**
	Note: When a portion of the off-street parking requirements are provided for under the entire building, the height may be increased to 60 feet.		**Parking is provided under the building but the additional 10-feet height allowance is not being requested.**
(8)	Lot coverage	35 percent	**18.63 percent**
(9)	Refer to division 15 of article XI, exceptions to development regulations.		
(10)	Green space (minimum)	30 percent (See chapter 23, landscaping, for more information on green space requirements)	**35.61 percent**

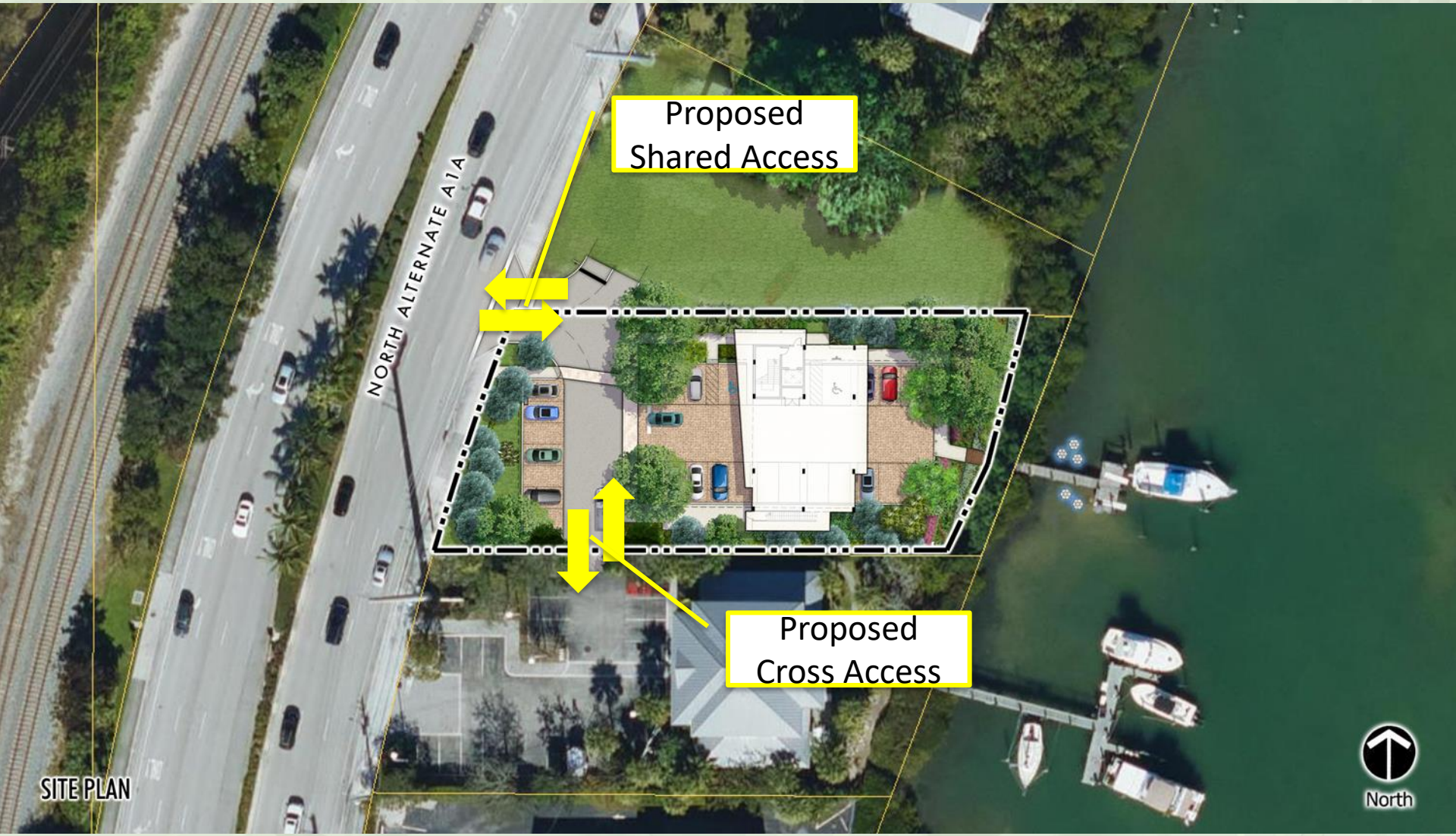
Site Plan

Cotleur & Hearing

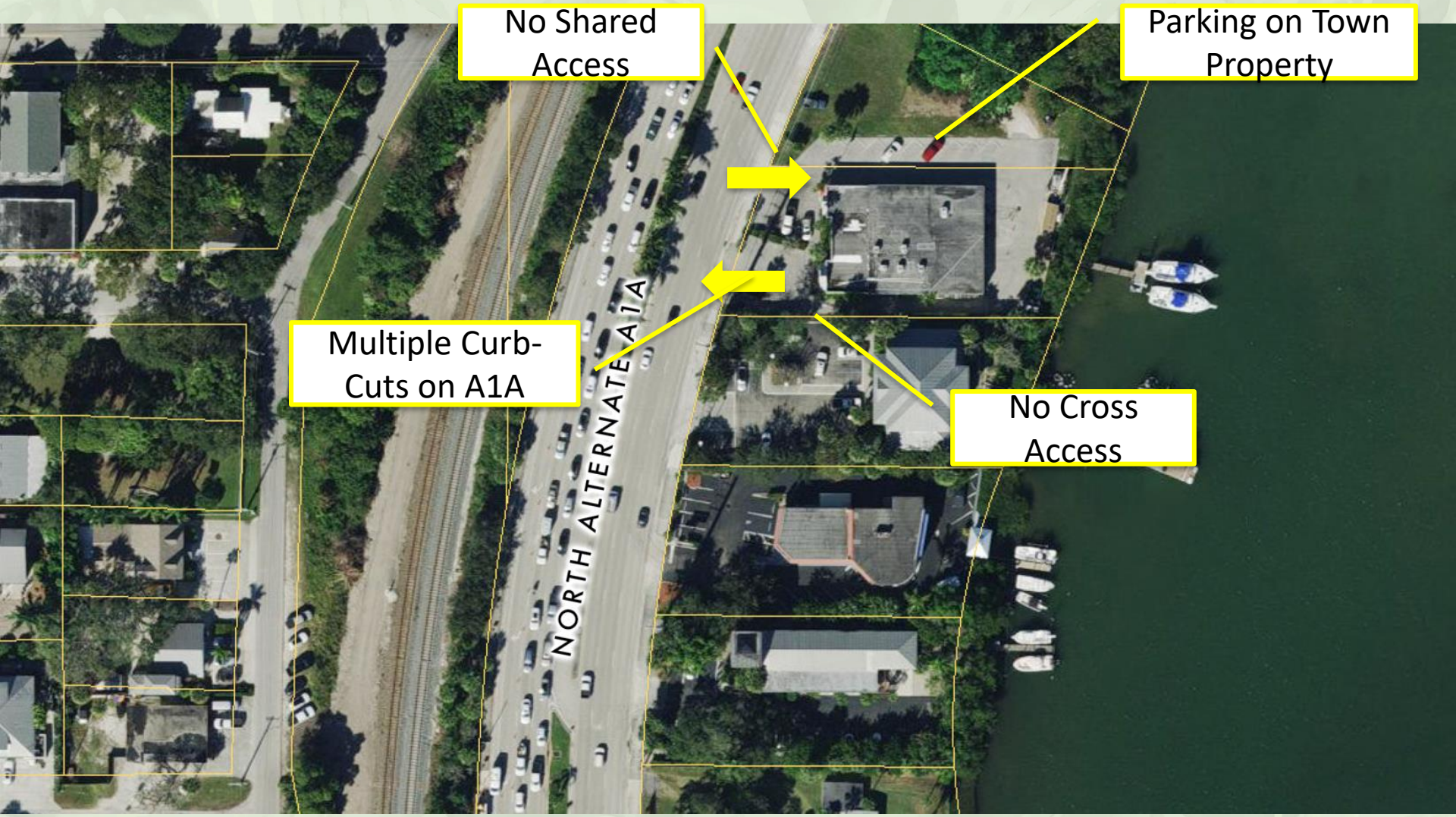
BAYSIDE
Jupiter, Florida

Cotleur & Hearing

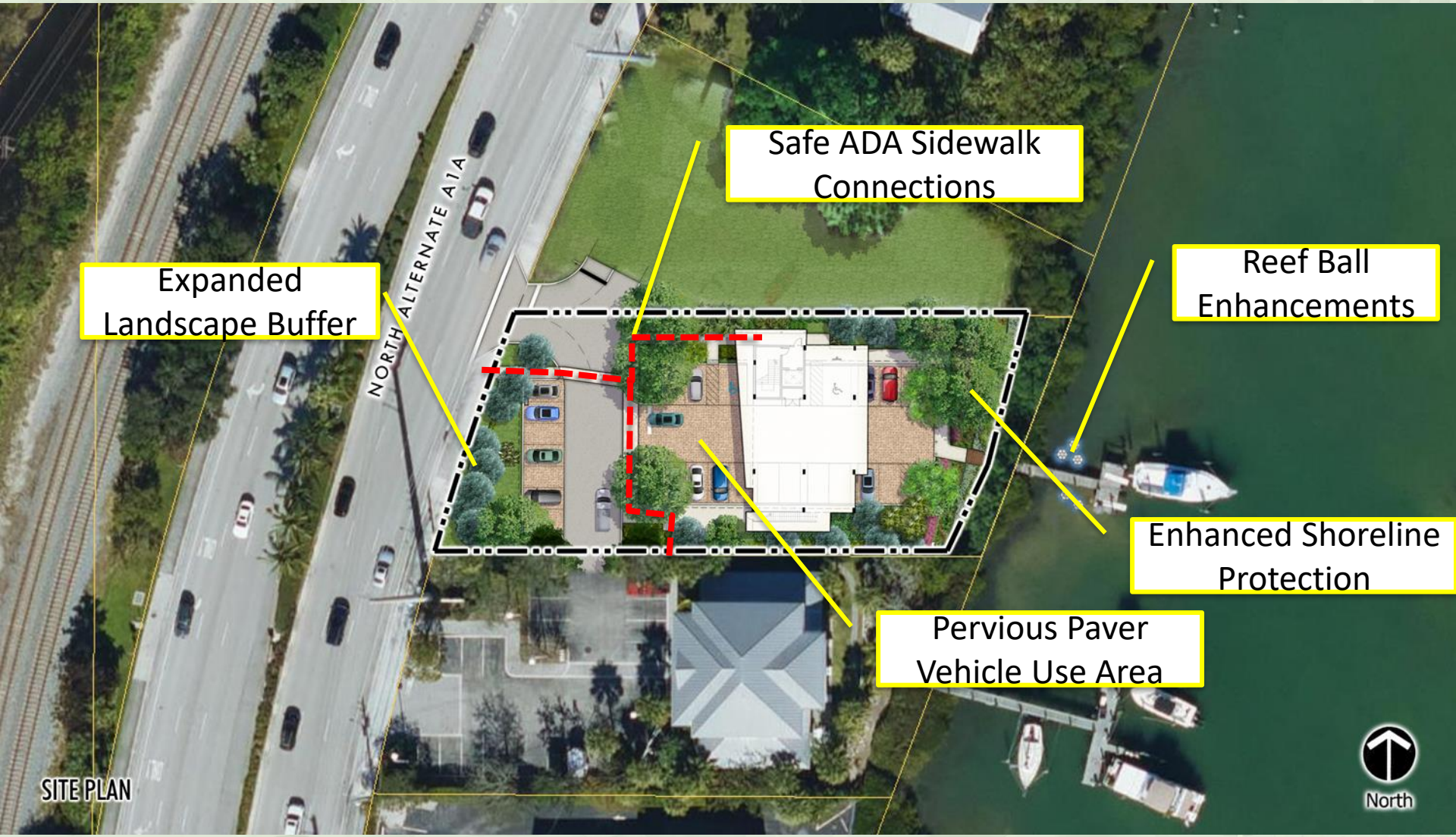
Site Plan


Proposed
Shared Access
NORTH ALTERNATE A1A
Proposed
Cross Access
SITE PLAN
North

Site Plan


No Shared Access
Parking on Town Property
Multiple Curb-Cuts on A1A
No Cross Access
NORTH ALTERNATE A1A

Site Plan


Safe ADA Sidewalk Connections
Expanded Landscape Buffer
NORTH ALTERNATE A1A
Reef Ball Enhancements
Enhanced Shoreline Protection
Pervious Paver Vehicle Use Area
SITE PLAN
North

Proposed Development | Sustainability

- Elevated First Floor
- Eco-oriented Architectural design.
- New stormwater management system with integrated treatment train.
- Expansive balconies and rooftop deck.
- 100% native landscape pallet.
- Restored native shoreline.
- Reduction in curb cuts along Alternate A1A.
- Parking area designed with 100% pervious pavers.
- Protection of cultural resources through construction methods/building design.

Proposed Development | Resiliency

Cotleur & Hearing

Objective 2.6 The Town shall adopt and implement strategies which increase community resiliency and protect property, infrastructure, and cultural and natural resources from the impacts of climate change, including sea level rise, changes in rainfall patterns, and extreme weather events.

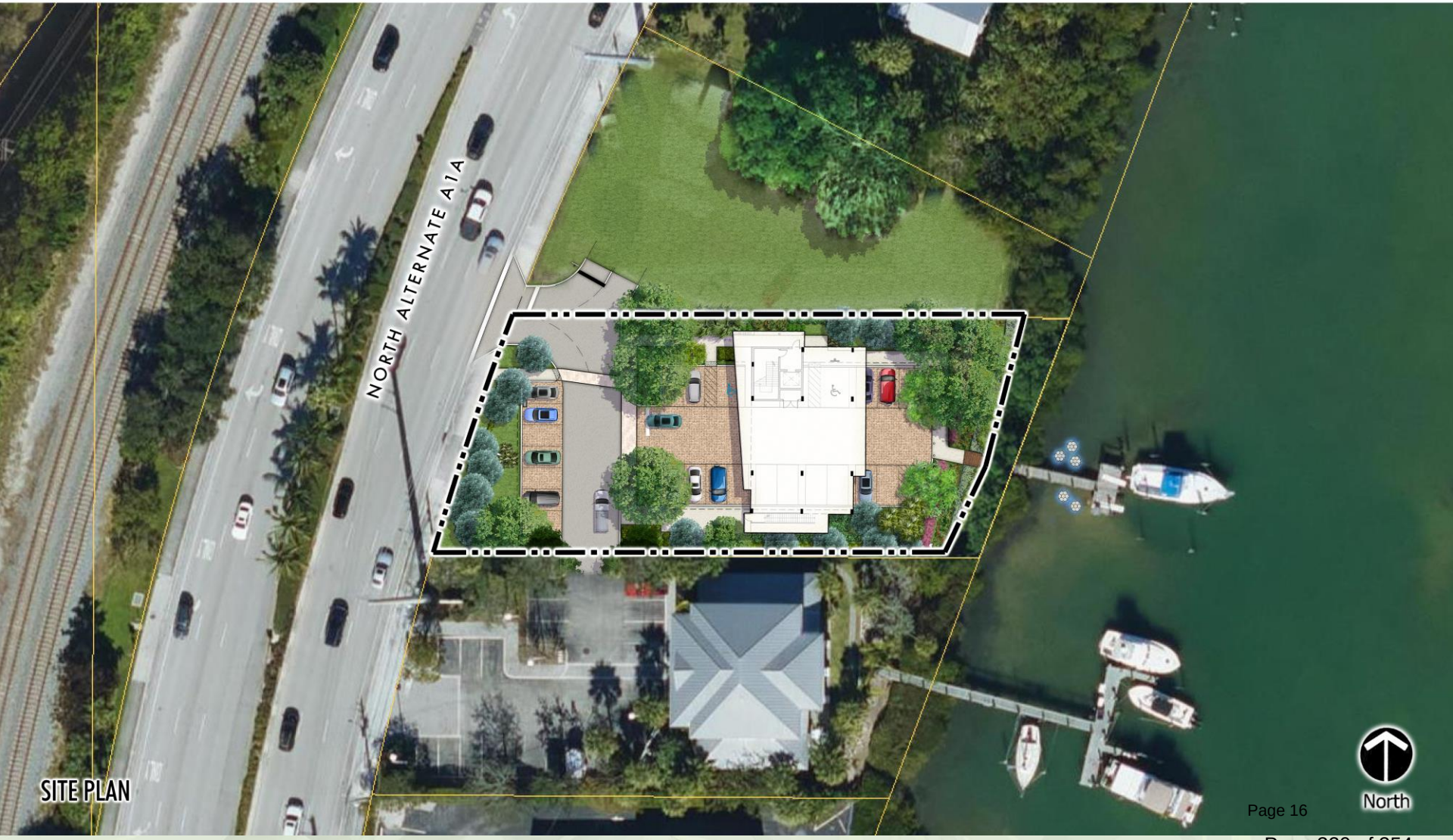
Policy 2.6.8 The Town shall utilize best practices and initiate mitigation strategies to reduce the flood risk in coastal areas that result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Landscape Plan

Cotleur & Hearing

BAYSIDE
Jupiter, Florida

Cotleur & Hearing



Subject Site | Traffic

- Existing Development: 7,366 SF Office/Retail producing 95 trips per day.

- Proposed Development: 5,830 SF Professional Office producing 76 trips per day.

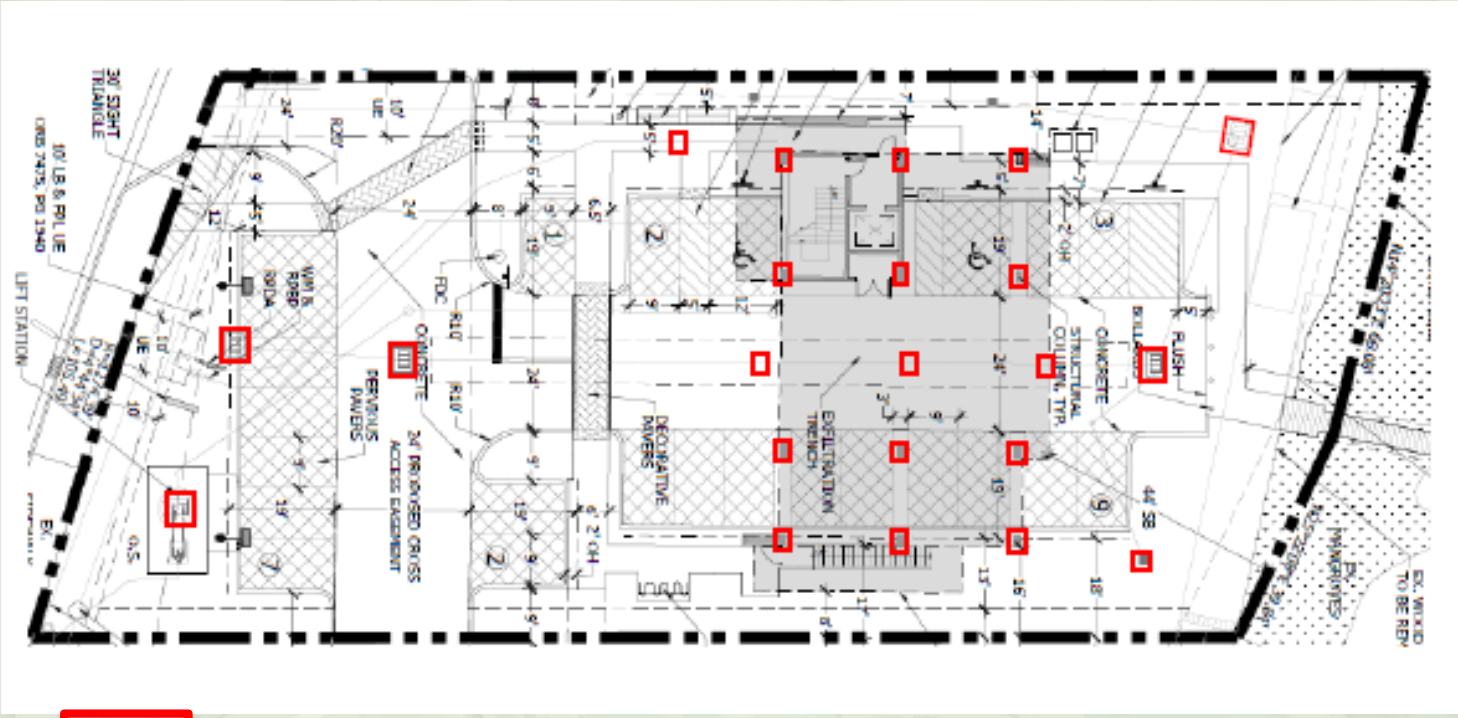
- Reduction of 19 trips per day.

Site History | Commercial Building

- Originally constructed in 1971
- Lacked architectural and cultural significance
- Ineligible for listing in the National Register
- Subsequently demolished after receiving a Certificate to Dig

Proposed Development | Certificate to Dig

- Certificate to Dig No. 1-23 approved the demolition of the previous building.
- Certificate to Dig No. 2-25 approved the proposed new construction on the subject site.



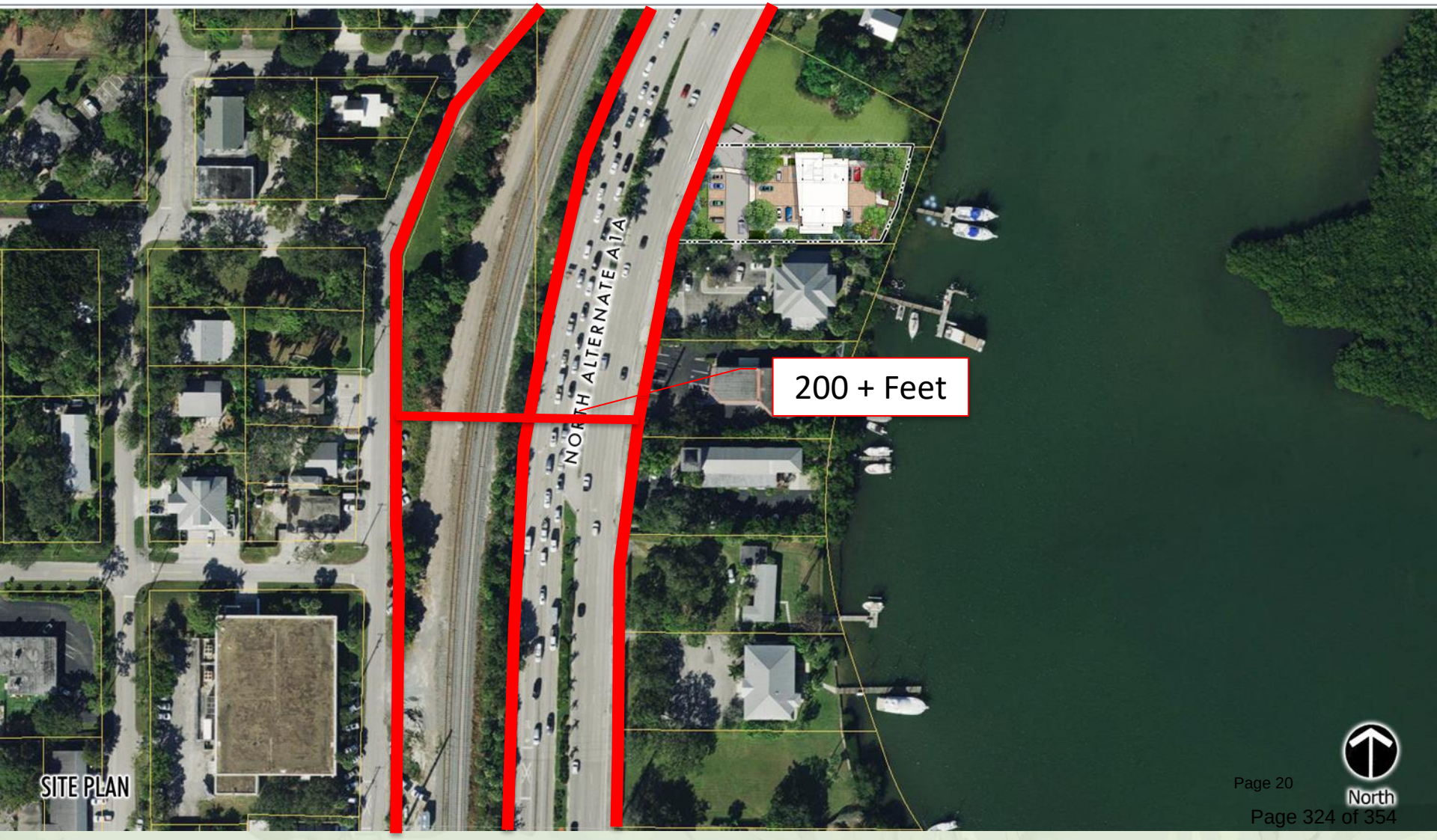
Surveyed Excavations done as part of the Certificate to Dig process.

Site Plan- Consistency

Cotleur & Hearing

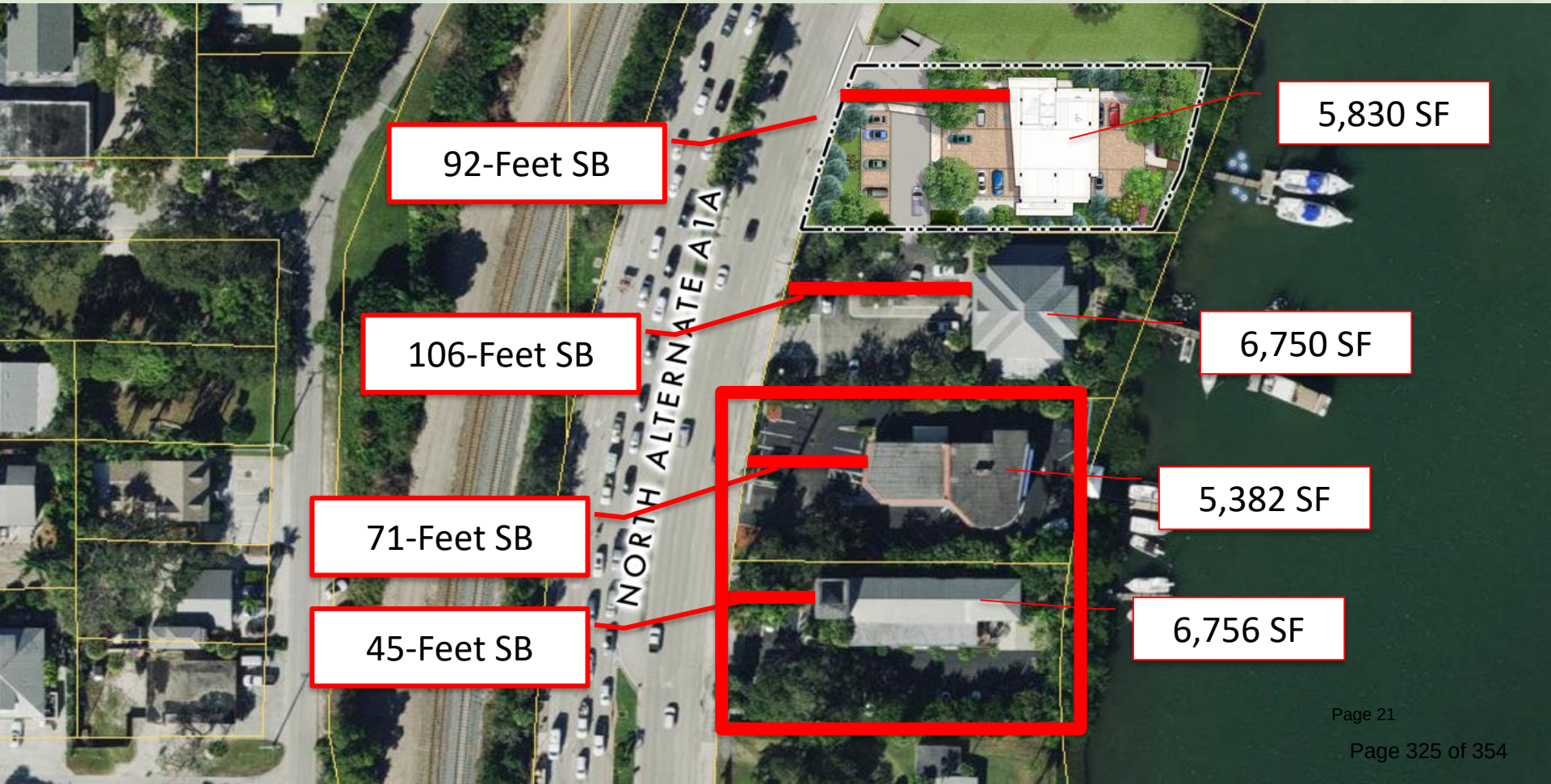
BAYSIDE
Jupiter, Florida

Cotleur & Hearing

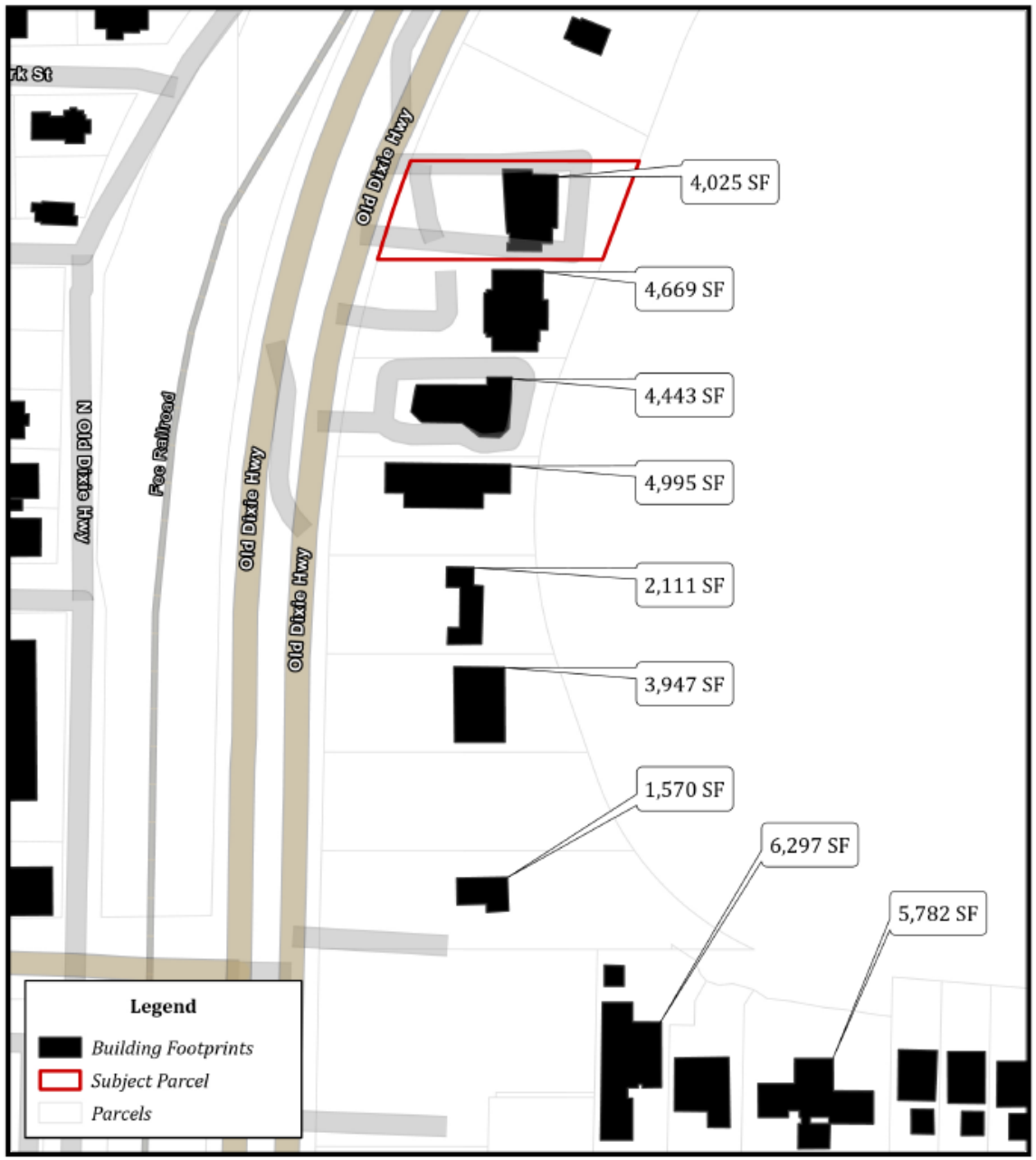


Site Plan

- Setbacks:
  - C-2 zoning requires a 50-foot front setback.
  - Site Plan proposes a 92-foot front setback

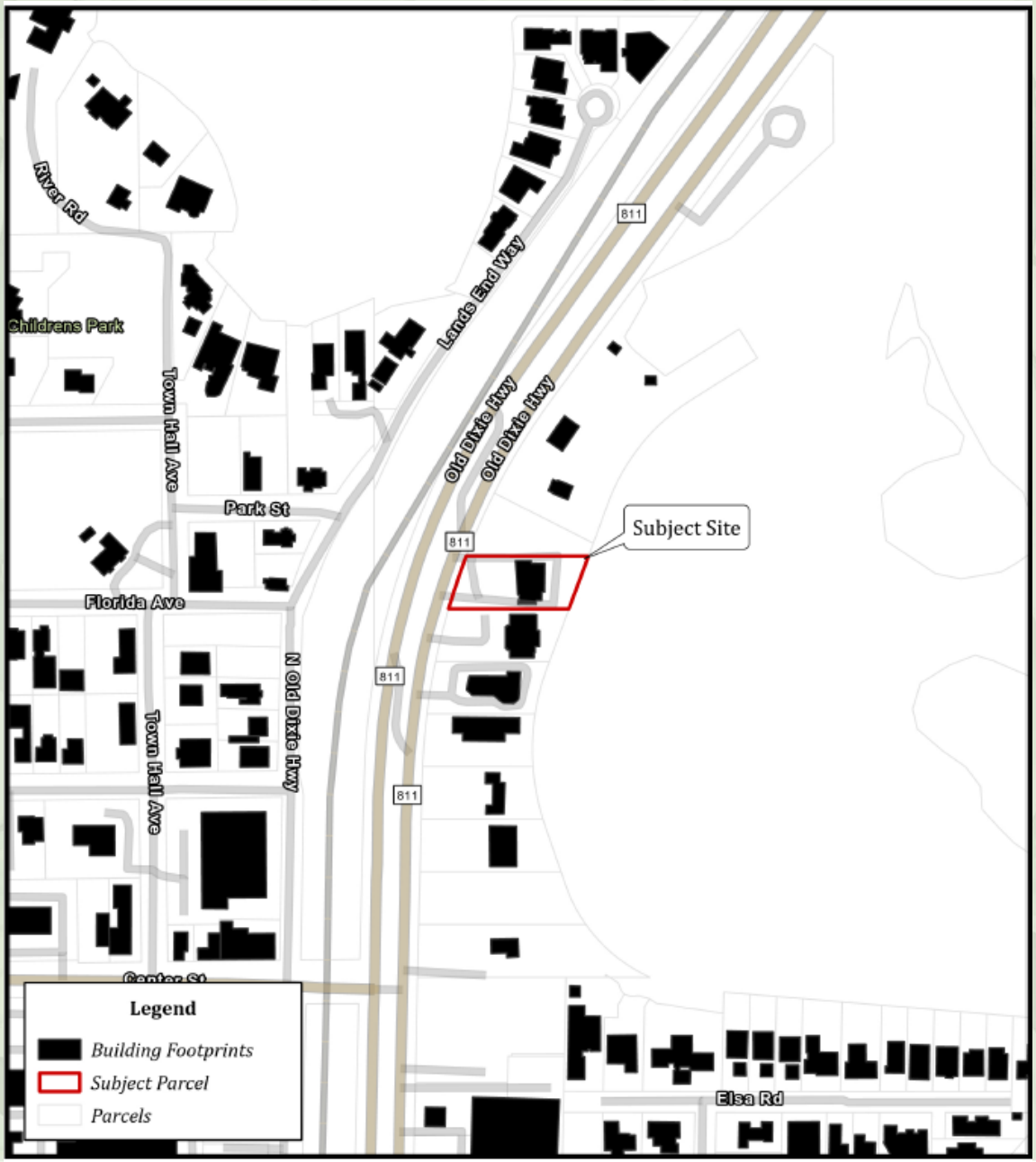


Site Plan- Figure Ground Exhibit



- Lot Coverage
  - C2 permits 35% lot coverage
  - Proposed 18.6%

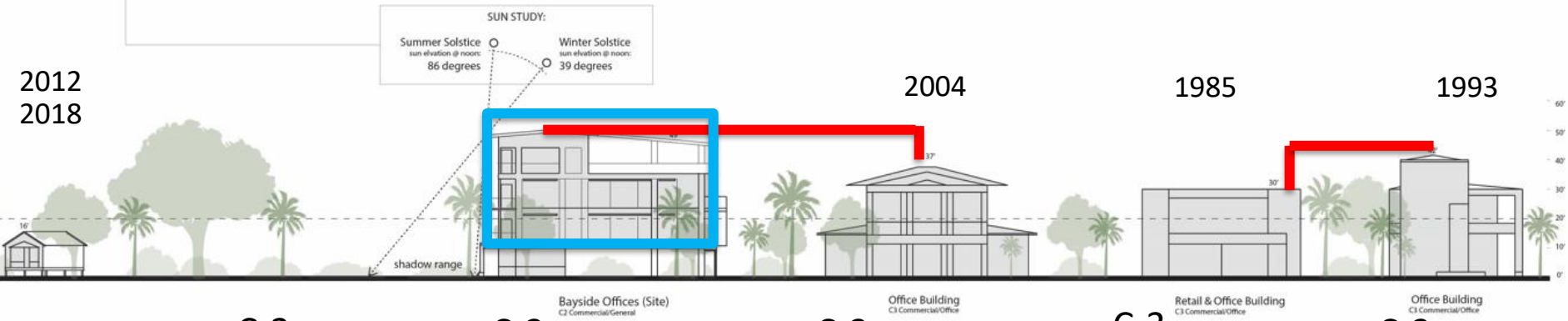
Site Plan- Figure Ground Exhibit



Bayside Office Building | Height Context

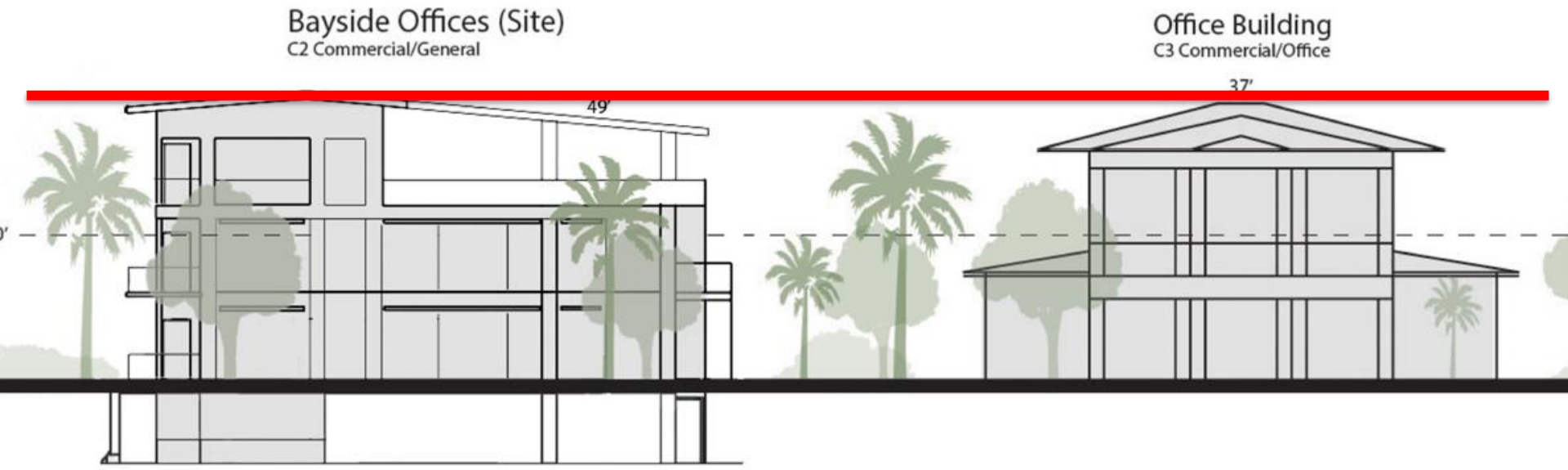
Cotleur & Hearing

- Building Scale/ Massing
- Permitted Building height of 60-feet
- Proposed Building height 48-feet



2012 2018	2004	1985	1993
Public Park	C-2, Commercial, General	C-2, Commercial, General	C-3, Commercial, Office	C-3, Commercial, Office	C-3, Commercial, Office

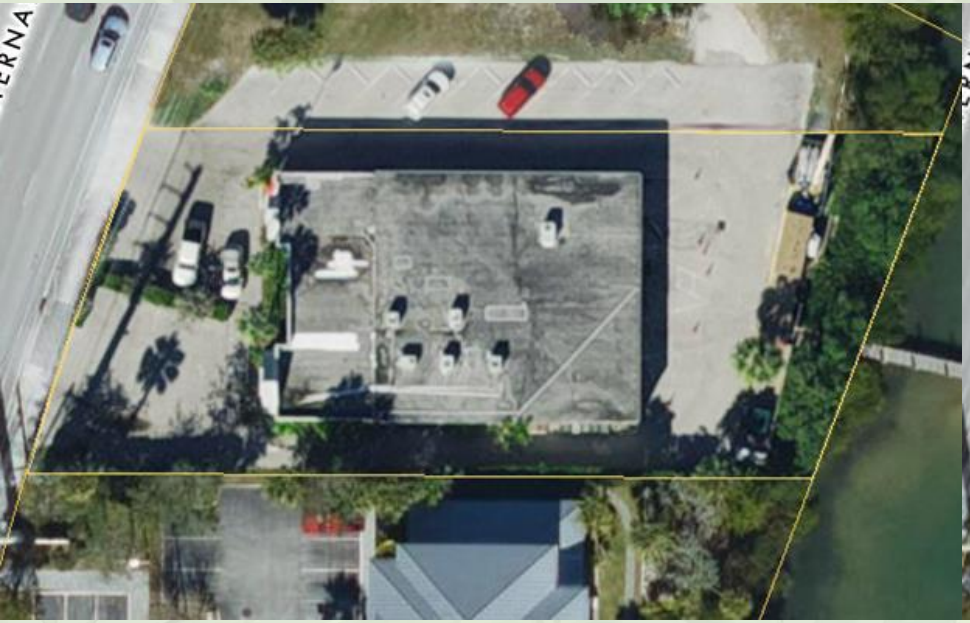
Bayside Office Building | Mass



Site Plan- Consitency

- Green Space
- C2 required 30% Green Space
- Proposed 35.6% Green Space

Existing site had < 5% green space



Site Plan- Consistency

Cotleur & Hearing

- Building Openness

Office Building
C3 Commercial/Office

Retail & Office Building
C3 Commercial/Office

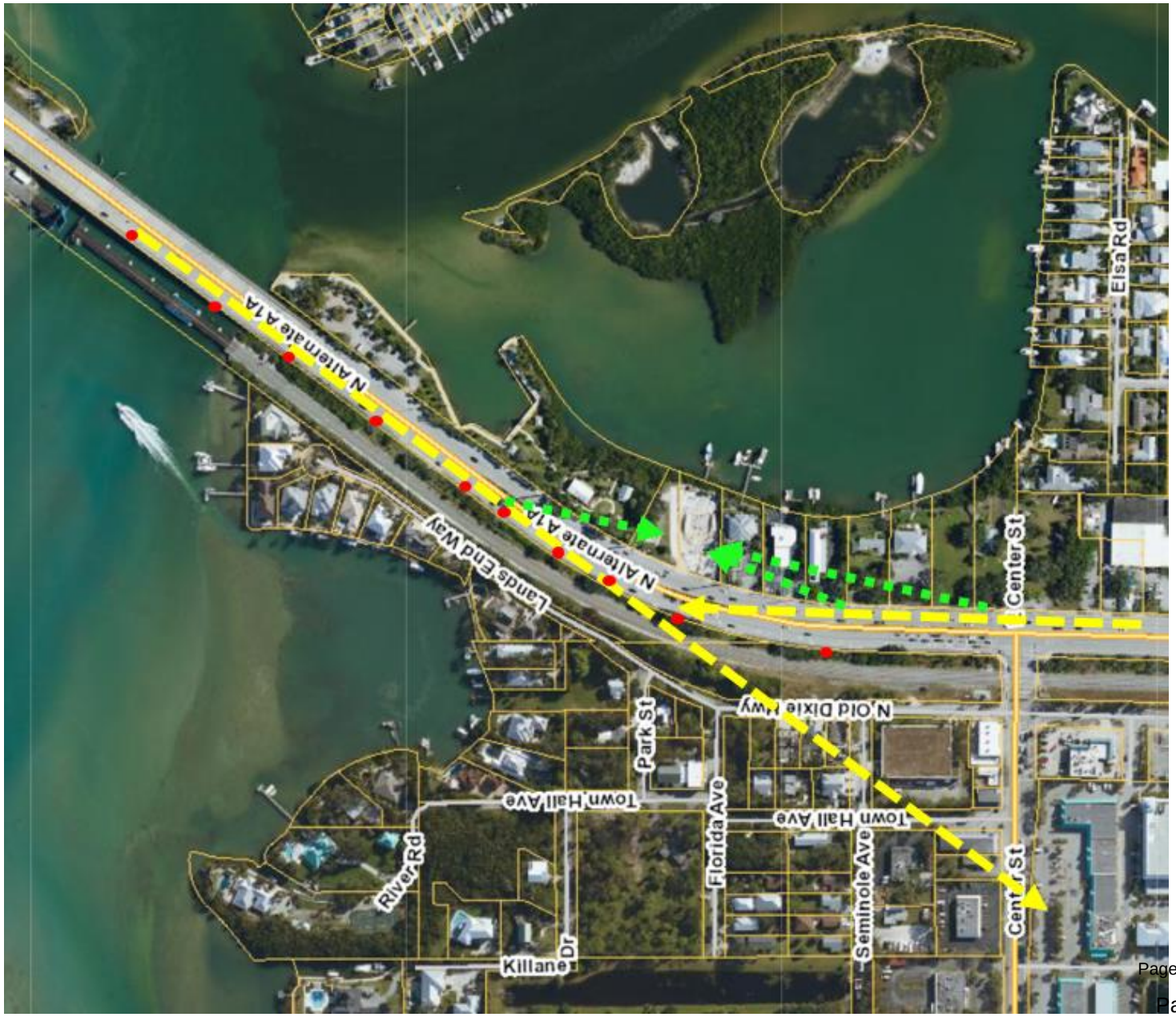
Office Building
C3 Commercial/Office

Bayside Office Building|

Cotleur & Hearing

Bayside Office Building | Height Context

Cotleur & Hearing



Bayside Office Building | Height Context

Cotleur & Hearing

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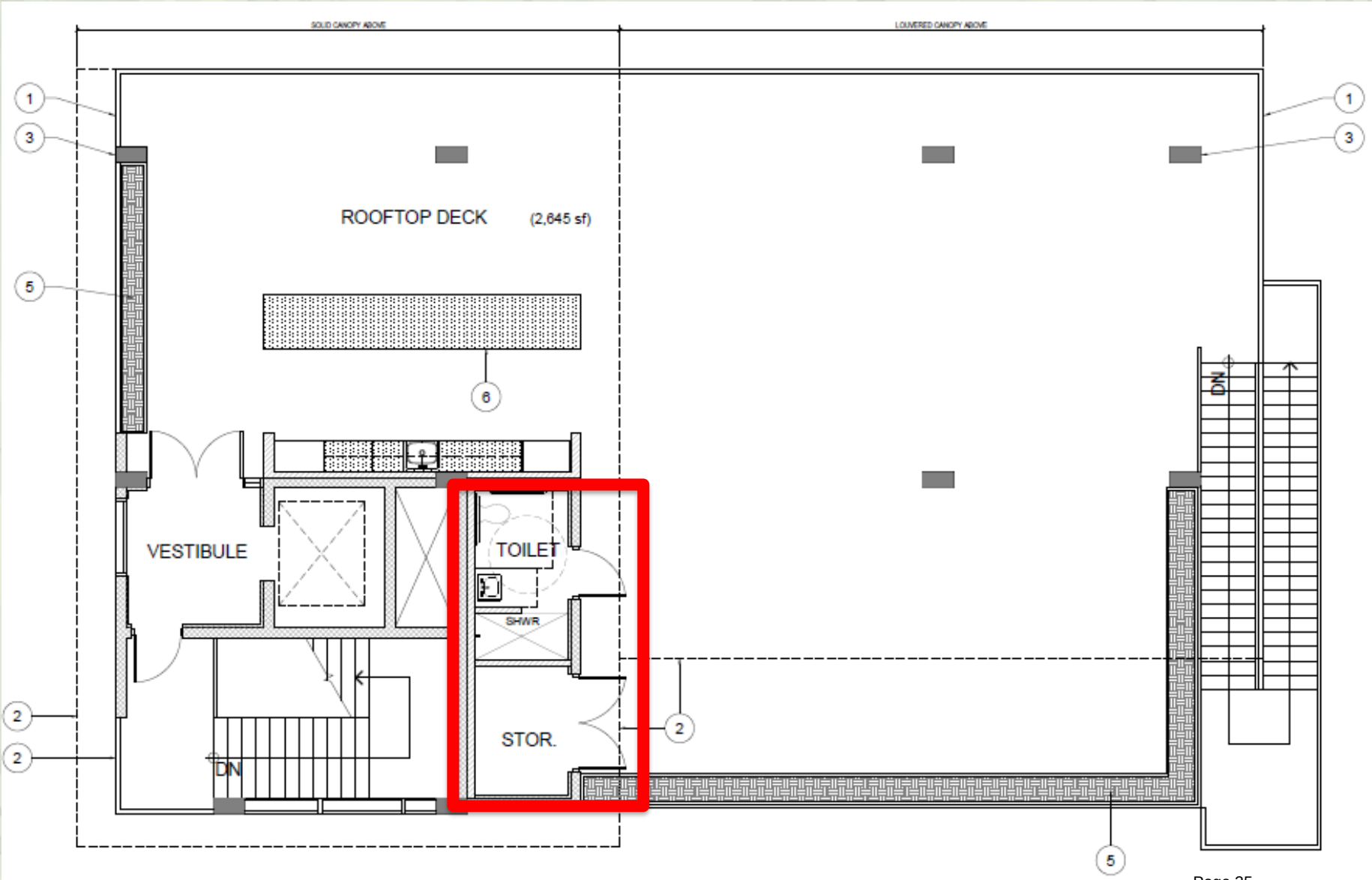
Cotleur & Hearing

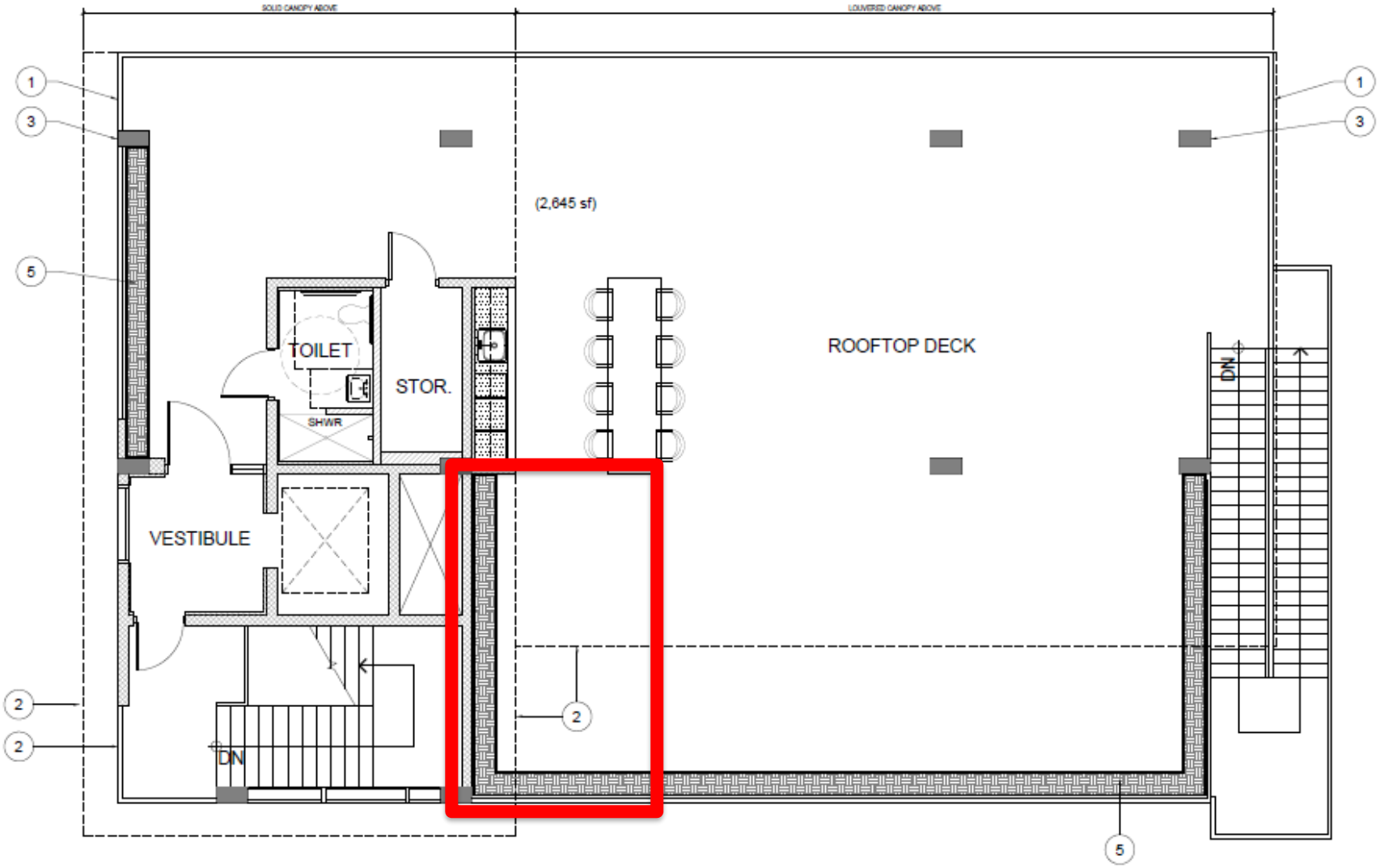
Bayside Office Building | Height Context

Cotleur & Hearing

Conditions of Approval



Conditions of Approval

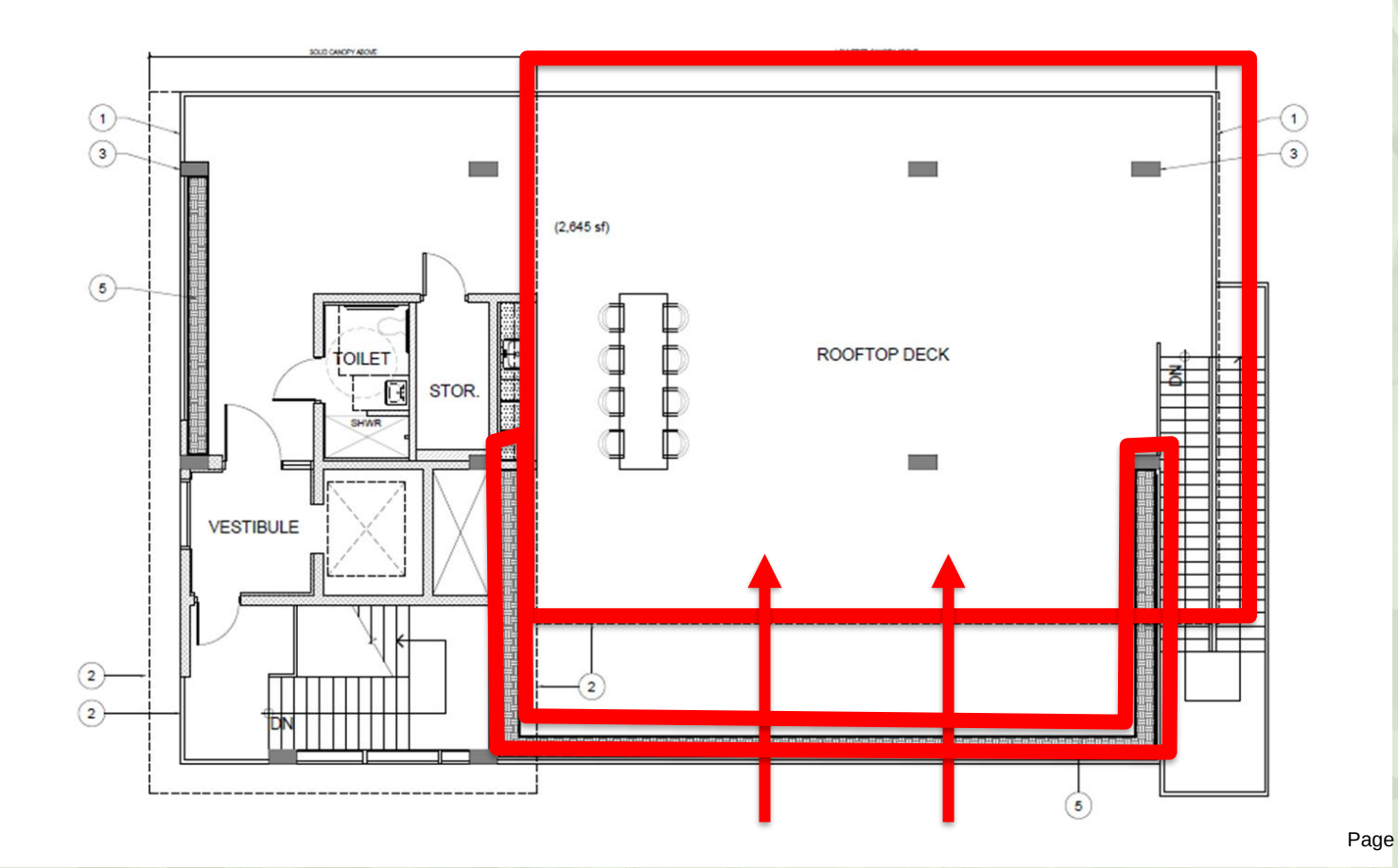


Conditions of Approval

Conditions of Approval

Conditions of Approval

Staff's request to limit to roof top louvered deck to remain as fixed open significantly reduces the usability and flexibility of the space. The operable system is both lower profile and more functional.



Conditions of Approval

Bayside Office Building

Cotleur & Hearing

BAYSIDE CONCEPTUAL TIMELINE & DESIGN EVOLUTION

2022 (MARCH)

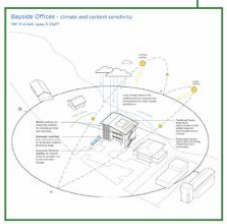
2022 (APRIL)

2022 (JUNE)

2022 (AUGUST)

2025 (JULY)

STAFF FEEDBACK (2022)
- PROVIDE ANGLED ROOF TO MATCH CONTEXT INSTEAD OF FLAT ROOF



STAFF FEEDBACK (JUNE 2022)

STAFF FEEDBACK (JULY 2022)

STAFF FEEDBACK (NOVEMBER 2022)
- REQUESTING CONTEXT DIAGRAMS - PROVIDED
- REQUSTING FURTHER MODIFICATIONS TO REDUCE SCALE/MASSING- PROVIDED

STAFF FEEDBACK (MAY 2025)
- REQUESTING UPDATED CONTEXT DIAGRAMS & INFO - PROVIDED
- SUGGESTED EVEN MORE MODIFICATIONS "TO REDUCE SCALE/MASSING & PROVIDE COHESIVE DESIGN" - PROVIDED

Bayside Office Building|

Cotleur & Hearing

2025 (JULY)

THE IMAGE ABOVE IS RENDERED FOR DIAGRAMMATIC PUPOSES ONLY. REALISTICALLY, THE ONLY VANTAGE POINTS WHERE THIS BUILIDING IS VISIBLE IS FROM PEDESTRIAN POINT OF VIEW IS FROM THE TWO ANGLES BELOW; THE BUILDING BLENDS INTO ITS CONTEXT NATURALLY.

OVERVIEW OF MODIFICATIONS:

NOV. 2025 - JAN. 2026

1. PUSH ROOFTOP CANOPY BACK AWAY FROM STREET
2. REMOVE MASS OF ABOVE NW ROOF/STAIR CORNER
3. MINIMIZE STAIR LANDING GUARDRAIL TO ALIGN WITH EDGE OF WALLS
4. ADDED THREE MORE WINDOWS TO CENTRAL MASS

Bayside Office Building|

Cotleur & Hearing

Bayside Office Building|

Cotleur & Hearing

Bayside Office Building|

Cotleur & Hearing

Thank you

for your time and consideration

Staff Presentation

TOWN OF JUPITER

Compatibility

- Town Council has the Authority to review compatibility per section 27-175(4) to ensure the proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

- Town Council may add conditions Per 27-175(b)(8) to require specific architectural details and/or design that produces a physical development which is compatible in appearance with the uses permitted by right in the zoning district.

TOWN OF JUPITER

Evolution of Design

Applicant Proposed Changes to Planning and Zoning (April 2026)

Current Proposal (May 2026)

TOWN OF JUPITER