



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JANUARY 7, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

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

PROCLAMATION

1. Recognizing 2025 as the Town of Jupiter's Centennial Celebration.
2. Recognizing Mike and Sue Cesarano for their work organizing the JTAA Holiday Parade.

PRESENTATION

3. Centennial Celebration Update.

CITIZEN COMMENTS

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

MINUTES

4. December 17, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC BUSINESS

5. Approving the agreement for Vote Processing equipment use and Election services with the Palm Beach County Supervisor of Elections for the March 11, 2025 Municipal Election.

REGULAR AGENDA

PUBLIC BUSINESS

6. Municipal Complex Memorial Design.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

January 21, 2025, 7pm - Town Council Chambers
February 4, 2025, 7pm - Town Council Chambers

NOTICE

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

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

= no materials attached *revisions may occur*

www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting

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

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

TOWN OF JUPITER
Centennial Celebration Update



DATE	January 7, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Shawn Reed, Director of Community Relations
SUBJECT	Centennial Celebration Launch Presentation

EXECUTIVE SUMMARY

Staff will provide a presentation highlighting the planned events and current community participation as the Town's Centennial Celebration begins.

ANALYSIS

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Centennial Celebration Presentation - January 7, 2025

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

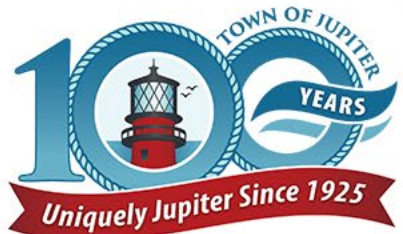
*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shawn Reed at shawnr@jupiter.fl.us or 561-741-2347.



TOWN OF JUPITER

Centennial Celebration A Year of Celebration



A Year of Celebration

35

Special Events are already planned over the course of the next 12 months.

70+

Regularly scheduled Town events will celebrate the Centennial.

1

Year of fun, festivities and community spirit.



The Month Ahead

January

- 7 Proclamation at Town Council Meeting
- 13 “Echoes of the Past: Landmarks and Events” Presentation
- 24 “Legacy of Light – 100 Years of Jupiter” Art Show
- 25 “Pioneer Jupiter” Presentation at Jupiter Branch Library
- 30 History Bus Tour

February

- 8 Jupiter Jubilee



Business Involvement

84 Businesses signed up to take part in the Centennial Business Map.

14 Businesses have registered to be Official Centennial Partners.

2 Restaurants have created new Centennial Celebration Menu items.



Stay In the Know

Learn about all of the events, festivities and happenings online at:

www.jupiter.fl.us/Centennial

Community Partners

Centennial Menu Items Around Town

Get Involved

Centennial Grant Program

Home » Departments » Community Relations » Centennial Celebration

Centennial Celebration

Cheers to 100 Years: Jupiter's Centennial Celebration in 2025!
Grab your party hats and sunscreen, because the Town of Jupiter is gearing up for a once-in-a-lifetime celebration! In 2025, our charming coastal community will mark 100 years of history, growth, and beachy bliss with a Centennial Celebration that promises to be as vibrant and unique as the Town itself. To help celebrate this momentous time in our Town's history, events are planned throughout 2025.

Countdown to Town's Birthday

51:03:46:11



A Little Slice of History
Jupiter's journey began on February 9, 1925 when it was officially incorporated as a town. Known for its iconic red lighthouse, pristine beaches, and small-town feel, Jupiter has grown from a quaint fishing village into a thriving community that attracts families, adventurers, and sun-seekers alike. But even as it has evolved, Jupiter has never lost its small-town charm or deep-rooted connection to nature and the water.

What's on Tap for the Big Year?

January Calendar of Events

1/7/2025

5
Page 8 of 49

Centennial Celebration Grant Program

Available to help Town neighborhoods, businesses and non-profits to participate in the Centennial Celebration.

- **Neighborhoods: Can receive up to \$500.**
- **Businesses: Can receive up to \$2,500.**
- **Non-Profits: Can receive up to \$2,500.**

Applicants can apply on the Town's website.



Centennial Commemorative Poster

In September the Art Committee issued a call for submissions for an image that would be the centerpiece of the commemorative poster.

The Art Committee narrowed the initial submissions to the top 3, which were submitted to the Centennial Celebration Planning Committee.

A vote of the Planning Committee determined the winning submission.



1/7/2025



...the ...

You Are Invited To

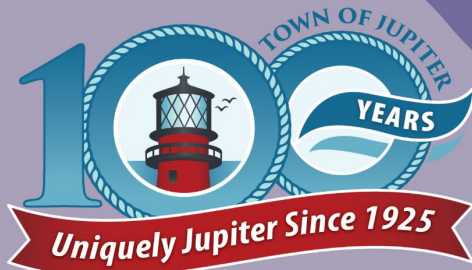
JUPITER'S 100TH BIRTHDAY PARTY @ JUPITER JUBILEE



February 8, 2025
11:00 am - 4:00 pm

At Municipal Campus
210 Military Trail

Come join the birthday fun!





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, DECEMBER 17, 2024**

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

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

CITIZEN COMMENTS

Ms. Linda McDermott, resident of Chadwick Drive, expressed her concern for parking at mixed-use property developments.

Mr. Chris St. Nicholas, resident of the North Pole, stated he checked his list twice and found that all of the Town of Jupiter employees were on the nice list.

MINUTES

1. December 3, 2024 Town Council Meeting Minutes.

Councilor Fore moved to approve December 3, 2024 Town Council Meeting Minutes; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

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

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

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

PUBLIC HEARING

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

Title read by Mr. Baird.

3. **Ordinance 32-24, Second Reading**, Amending Chapter 15, Article IV Police Officers' Retirement Fund for compliance with Division 3, Section 15-380 IRS Code SECURE 2.0 ACT.

Title read by Mr. Baird.

PUBLIC BUSINESS

4. **Resolution 125-24**, Approving a contract with All Webbs Enterprises, Inc. for Floridan Aquifer Well Repair and Rehabilitation Program (W2503) for an amount of \$350,000.
5. **Resolution 129-24**, Approving a contract to Clean Space, Inc. for park restroom cleaning in the amount of \$55,415.80.
6. **Resolution 133-24**, Approving a contract with Florida Design Drilling LLC for an amount of \$1,198,225, and a purchase order to JLA Geosciences, Inc for an amount of \$99,063, for construction of Surficial Aquifer Wells SA-58 and SA-59.
7. **Resolution 138-24**, Appointing the Supervisor of Elections as the Town of Jupiter Canvassing Board.
8. **Resolution 143-24**, Approving the Town of Jupiter Property/Facilities Naming Policy.
9. **Resolution 144-24**, Accepting a Grant Agreement with the South Florida Water Management District for Dolphin Drive Drainage Improvements for an amount of \$130,000.
10. **Resolution 147-24**, Approving contract amendments with N. Harris Computer Corporation to upgrade the Utility billing system and customer information software solution for an amount of \$569,593.
11. **Resolution 148-24**, Approving a contract EPW 2025-03, Arterial Road Landscaping Improvements Phase II to Lucky Landscaping, LLC in an amount not to exceed \$549,459.60.
12. Approving a revised funding schedule for contract S2339 Stormwater Cleaning, Inspection and Rehabilitation Services with Nu-Pipe.
13. Approving the purchase of fourteen (14) public safety vehicles in the amount of \$978,610.

REGULAR AGENDA

PUBLIC HEARING

- 14. Ordinance 31-24, First Reading,** Ritz Carlton - *Quasi Judicial* - Amendment to an approved 284± acre Planned Unit Development (PUD) on Lot 30 of Pod B, located at 502 Bald Eagle Drive. (Second Reading 1/21/25)

Ex-Parte Communications: None

Town Clerk Swore in 4 people.

Mr. James Stergas, with Architect Stergas representing the owners of 502 Bald Eagle, gave a presentation to request an amendment to the Ritz-Carlton Gold Club PUD to allow a Guest Cottage at the residence of 502 Bald Eagle Drive. Mr. Stergas explained the proposed cottage would be located above an existing attached garage addition. He explained the properties history and defined what would be considered a guest cottage.

Mr. Stergas added that the owner offered the Town a \$10,000 donation to be used as a public benefit toward park upgrades for granting the waiver.

Mr. Peter Meyer, Senior Planner, summarized the applicants request to amend the Ritz-Carlton PUD to include a guest cottage on lot 30 which included a waiver for unit type.

Councilor Fore asked about previous guest cottage allowances.

Ms. Stephanie Thoburn, Assistant Director for Planning and Zoning, explained the PUD waivers are based on public benefit.

Councilor Delaney asked if there were any issues with adjacent neighbors.

Mr. Stergas said there was not.

Vice-Mayor Sundstrom said there was a recommendation by Staff as a potential public benefit to look at the future land use and zoning designations for the preservation areas and golf courses. She added there was some trouble in terms of who managed the jurisdiction.

Mr. Stergas explained when it was discussed with Town Staff it was thought to be a part of the POA property but it was actually part of the golf club property.

Mayor Kuretski asked if the site plans were affected after going to the Building department then it would have to come back in front of Council.

Mr. Meyer agreed.

Councilor May said he appreciated the applicant's proposal and donation of \$10,000 towards Park upgrades as a public benefit. He also mentioned the Planning and Zoning Commission unanimously approved the project.

REGULAR AGENDA

PUBLIC HEARING

14. Ordinance 31-24, First Reading

Vice-Mayor Sundstrom agreed.

Councilor Fore stated his concerns about setting a precedence.

Mayor Kuretski explained the process was consistent with what was done prior. He said if it resulted in a wave of applications, they could ask the PUD to come in with a different set of public benefits.

Title read by Mr. Baird.

Councilor Delaney moved to approve Ordinance 31-24, First Reading; seconded by Councilor May; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

PUBLIC BUSINESS

15. Resolution 126-24, Approving the Community Redevelopment Agency (CRA) Plan 2024 Update.

Mayor Kuretski stated Council had individually met various times with Staff and the Consultant. He also noted the Community Redevelopment Agency (CRA) plan update was approved by the Commission at the last CRA meeting.

Ms. Stephanie Thoburn, Assistant Direct of Planning and Zoning, introduced Ms. Kim Delaney with the Treasure Coast Regional Planning Council (TCRPC).

Ms. Delaney presented the updates of the final 2024 CRA plan including the CRA successes; the anticipated project schedule; public engagement; key plan revisions; updated capital projects listing; project location map; public waterfront access and amenities map; launches for personal watercraft; environmental resources; Riverwalk; transportation network including complete streets; parking program; cultural and historic resources; community policing and marine navigation.

Ms. Delaney reviewed the CRA projected revenues and potential cost.

Mayor Kuretski thanked Ms. Delaney and Staff for their effort.

Councilor May moved to approve Resolution 126-24; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

ROUNDTABLE

16. Discussion of the JTAA partnership and relationship objectives, goals and plans.

Ms. Kristin George, Director of Parks and Recreation, explained Staff needed direction for Council in regards to the Towns' strategic priorities concerning the relationship with Jupiter Tequesta Athletics Association (JTAA). She said the purpose of the roundtable was to develop JTAA partnership objectives, goals, and plans, as well as, define future parameters of the relationship.

Ms. George gave a presentation which included the Town's history and background with JTAA, current facility allocation process, participation and use, Town investments, and JTAA contributions.

Mayor Kuretski reiterated the Town and JTAA had a 60-year partnership and over the years many things had changed which included Parks and Recreation impact fees and opportunities for developer contributions. He stated Palm Beach Gardens (PBG) had one of the most thought out facility and member registration usage fees and was a good starting place for Jupiter to consider. He noted PBG had a different fee for non-residents. Mayor Kuretski said there could be significant new revenue by establishing a fee structure for facility and usage for non-residents and to use PBG structure as a road map.

Mr. Baird stated there were previous agreements with JTAA because they wanted to make improvements to capital facilities/buildings on Town property. He noted this exposed the Town to liabilities. Mr. Baird explained in exchange for those improvements, the Town recognized that JTAA was the Town's youth sports provider. He noted the Town did not need an agreement to do that, but that was the basis of the agreement.

Mr. Baird said going forward, if the Council wanted an agreement, they would need to look at the benefits the Town would receive. He noted only 50 percent of JTAA participants were Town residents.

Mr. Baird stated that when the most recent agreement expired, the Town was in litigation with Martin County residents on the premise that JTAA was the preferred youth sports provider. He stated that was not correct because there was no other sports provider in Jupiter. He explained the Town determined if there was no agreement between the two parties, then there would be no antitrust violation.

Mr. Baird stated if the Council wanted a formal agreement, then Staff and JTAA would need to define their benefits.

Mayor Kuretski noted that PBG had an agreement with the PBG Youth Athletic Association which covered user fees. He believed exhibits A, B and C needed to be addressed, if the Council determined there needed to be user fees. He explained he did not want to tax Town residents by paying more for programs.

ROUNDTABLE

16. Discussion of the JTAA partnership and relationship objectives, goals and plans.

Vice-Mayor Sundstrom felt the agreement in part was due to the Palm Beach County School District (PBCSD). She stated her understanding was that PBCSD may require an agreement for facilities for middle schools. Vice-Mayor Sundstrom said the Town shared facilities at the high schools at no cost and middle schools with a cost.

Ms. George stated the Town paid over \$195,000 over five years to have priority usage of the middle school facilities for JTAA.

Vice-Mayor Sundstrom asked if there was any cost-sharing between Palm Beach County (PBC) and Tequesta for those programs or was it solely on the Town with residency percentage is lower.

Ms. George stated when it relates to the school district, it was specific to the Town of Jupiter. She added the County does not pay anything for JTAA to utilize any of the spaces within the school. She stated there was no Interlocal agreement and there was no cost-sharing.

Vice-Mayor Sundstrom said she wanted to understand the difference between PBG and Jupiter. She noted PBG charged user fees for non-residents and asked if they used other facilities besides their own.

Ms. George said they used PBCSD facilities and have an agreement to use all the PBG schools. She noted when speaking with PBCSD, she had referenced and requested to mimic the Interlocal agreement, but received some resistance. She stated that Staff was currently waiting for an interlocal agreement which included all schools and all Town facilities. She explained PBCSD was requiring the Town to have separate formal agreements with users who would require space, unless they work separately, such as JTAA.

Vice-Mayor Sundstrom stated the Town used various facilities and there were different usage fees associated with them.

Ms. George clarified that JTAA had the ability to work on fee structures with those facilities. She believed JTAA does not pay for PBC facilities because they fall under the PBC youth sports provider and which falls under their agreement with them.

Vice-Mayor Sundstrom noted the residency numbers were low and would like them to be higher. She asked if it was correct that there were no children being turned away from participating in programs.

ROUNDTABLE

16. Discussion of the JTAA partnership and relationship objectives, goals and plans.

Ms. George noted there was a waiting list for some sports, but they tried to accommodate all.

Vice-Mayor Sundstrom said she was very sensitive about the Town paying so much, and the Town was about to embark on a Recreation Master Plan. She stated they would be paying for those upgrades, but the residency numbers were concerning and wondered how the Town could assist in increasing those numbers. She noted he was not sure the Town needed an agreement.

Ms. George stated the Staff had discussed that concern with PBCSD about the laborious task of trying to get space for those athletic groups. She noted PBCSD said they would look into other agreements they have to help the municipalities.

Vice-Mayor Sundstrom asked Staff to explain the steps for verifying residency.

Ms. George explained the travel teams that have applied need to have a 50 percent residency requirement but there was no requirement for the recreation. She stated most programs had 50 percent participation with others coming from the greater Jupiter area. She said it was a collaboration effort with JTAA and different Town departments to run reports to check residency, making the task very time consuming.

Vice-Mayor Sundstrom noted the Master Recreation Plan was not complete, but there was no formal sense of finalizing it. She said there were a lot of different parallel tracks that would depend on what the PBCSD comes back with or what we can work out with JTAA. She said it was time to fix the recreation, but it needed to be fair to Jupiter taxpayers.

Mayor Kuretski noted PBG charges a \$56 fee for non-resident registrations. He noted that 10 percent of the travel teams were from PBG. He did not believe it was fair to Jupiter residents.

Councilor May agreed with the consensus of the Council that residents should not pay for a facility they have already paid for. He felt it needed to be easier for JTAA to reserve fields and facilities but the Town needed revenue to restore the fields and facilities. He suggested the Town have an interlocal agreement with PBCSD.

Councilor Delaney said this was one of his strategic initiatives last year. He had concerns for Jupiter residents paying extra, but was happy the project was going in the right direction.

Councilor Fore discussed an agreement and limiting liability. He stated that the Town residents should not be charged a fee and given priority regarding facility usage

ROUNDTABLE

16. Discussion of the JTAA partnership and relationship objectives, goals and plans.

Mayor Kuretski stated that JTAA was a volunteer program that had served the Community for 60 years and done a great job. He emphasized he had no issues with JTAA but there were operational costs that go up every year. He added the user fees would help cover operating cost.

Mayor Kuretski asked Staff to start with reviewing PBG process and come up with a user fees structure for revenue and come back to Council.

Councilor Delaney mentioned the great relationship with JTAA and agreed with upgrading the process.

Vice-Mayor Sundstrom stated the Town should continue talking to the School District and be an advocate for the residents and programs.

Ms. George stated she thought the Town was in a good place with the School District and recently asked for their feedback on the draft agreement. She stated she could report to Council on the outcome. She said she would provide the PBG and PBGYAA agreement and complete a benchmark study that included other municipality user fees.

Mayor Kuretski asked to capture those that were in the impact fee cycle.

Ms. George reminded Council there would be another roundtable regarding the allocation process for travel and recreation and potential user fee structure for outside groups using Town space. She added she can give an update on this topic as well.

Mr. Adam Magun, Executive Director for JTAA, thanked Council for discussing the topic and Town Staff for all their work. He stated JTAA was open to helping the Town with fixing equipment or improvements. He mentioned since 2021, JTAA has spent almost \$500,000 on renting school district spaces. He also stated it would be difficult to differentiate and asses user fees for non-Jupiter resident.

REPORTS

TOWN ATTORNEY

- Happy Holidays – Mr. Baird wished everyone happy holidays.

TOWN MANAGER

- US Highway 1 Bridge Project – Mr. Kitzerow stated the channel under the U.S. 1 Bridge would be closed to all boat traffic on Friday, December 20, from 8:00 am to 6:00 pm to allow for some of the beams of the final span of the bridge to be set in place

REPORTS

TOWN MANAGER

- Donald D. Petrillo Paramedic Lifetime Achievement Award - Mr. Kitzerow congratulated EMS Division Chief Tim Roche and Deputy Chief Stephen Shaw as they were recognized by the Broward County Fire Chiefs Association with the Donald D. Petrillo Paramedic Lifetime Achievement Award.
- Years of Service - Mr. Kitzerow recognized Gary Sharples for his 30 years of service to the Town and Jerry Cato for his 35 years of service to the Town. He stated they were two of more than 100 employees who have worked at the Town for 20 years or more.
- Happy Holidays – Mr. Kitzerow also wished everyone happy holidays and a happy new year. He stated 2025 would be an exciting year for the Town as we would celebrate the Town's 100th birthday.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR MAY

- US Highway 1 Bridge – Councilor May stated he toured the US Highway 1 Bridge and was impressed with the progress so far.
- Proclamation for the Loxahatchee Battlefield Reenactment – Councilor May stated he had a request come from Congressman Mast office asking to do a proclamation to recognize the Loxahatchee Battlefield reenactment.
- Happy Holidays - Councilor May wished everyone happy holidays.

VICE-MAYOR SUNDSTROM

- Happy Holidays - Vice-Mayor Sundstrom wished everyone happy holidays.

MAYOR KURETSKI

- School District Facility Use Cost – Mayor Kuretski discussed the incremental cost related to afterhours use of school facilities and appreciated JTAA stepping up.
- Snow Place Like Jupiter – Mayor Kuretski stated the Snow Place Like Jupiter event was incredible. He thanked Staff and asked if they could be recognized at a meeting in January. He also mentioned the other holiday events that happen in Jupiter.
- Happy Holidays - Mayor Kuretski wished everyone happy holidays.

COUNCILOR DELANEY

- US Highway 1 Bridge – Councilor Delaney stated he also toured the US Highway 1 Bridge and was impressed with the project.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR DELANEY

- Councilor Delaney proposed to authorize the Town Manager to allow non-critical Town employees to have the day after Christmas, December 26th, off as a paid holiday and appropriately compensate critical employees required to work. He stated the proposal was in recognition of the extraordinary dedication and teamwork exhibited by Town employees and wanted to allow employees additional rest and time to enjoy the holidays with their loved ones.

Councilor May motion to authorize the Town Manager to allow non-critical Town employees to have the day after Christmas, December 26th, off as a paid holiday and appropriately compensate critical employees required to work; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

COUNCILOR FORE

- 20 Years of Service – Councilor Fore thanked the over 100 employees who had worked for the Town for over 20 years.

ADJOURNMENT – 9:32 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Approving an Agreement for Vote Processing Equipment Use and Election Services with
the Supervisor of Elections



DATE	January 7, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Laura Cahill, Town Clerk
SUBJECT	Approving the agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections for the March 11, 2025 Municipal Election.

EXECUTIVE SUMMARY

Staff request's Town Council's approval of an agreement with the Palm Beach County Supervisor of Elections (SOE) for voting equipment use and election services for the March 11, 2025 Municipal Election, and if necessary the March 25, 2025, Run-Off Election. Any additional elections (special elections) shall be by separate contract and approved at least 90 days prior to that special election.

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

ANALYSIS

The SOE will provide the Town with all polling place operations, hiring and training of poll workers, ballot preparation and printing, vote-by-mail (VBM) ballot requests and postage, post-election reporting and audit, service center operations and tabulation. There will be a Municipal Election Day services fee of \$12,143.35. Precinct services are estimated at \$275.97 X 26 precincts, totaling to \$7,175.22. The Town will also pay a fee of \$7.03 per VBM ballot service, which includes printing, mailing, processing and VBM ballot return postage fee. The estimated costs listed above are based on the attached 2025 General Municipal Elections Fee Schedule Exhibit B. Poll Worker training and salaries are estimated at \$30,000 based on the 2022 General Election. There will also be an accounting/billing fee of \$141.36, a polling location inspection fee, if applicable, of \$66.53, and an on call support fee estimated at \$2,500.

In addition to the election services provided by the Palm Beach County SOE, the Town will be responsible for public notices and advertisement for the election estimated at \$8,000; qualifying candidates, and review of ballot language. The Town will also provide unlimited support during and after the election to the SOE.

Based on the aforementioned costs and the General Municipal Election fee schedule provided by the Palm Beach County SOE, Town staff estimates the cost of the Municipal Election, excluding a runoff, to be \$170,000. For information, the cost of the Town's 2022 Run-Off Election was approximately \$150,000.

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. 2025 SOE Municipal Election Agreement

FUNDING SOURCE

Approved in Budget \$175,000

Sources:00122012-534000

Additional Funding Requested \$ n/a

Sources: n/a

For more information, please contact Laura Cahill at Townclerk@jupiter.fl.us or 561-741-2752.



2025 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and the **Town of Jupiter, Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges it may be responsible for other applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting the Uniform Municipal Election (“UME”) to be held on March 11, 2025, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and run-off elections resulting from the UME which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto. Except as may be modified by the parties in said separate written agreement, the

terms of this Agreement shall apply to all other municipal elections conducted by SOE during the term hereof.

ARTICLE 3 – OPERATION AND PROGRAMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations, as provided in the attached Exhibits “A” or “B.”

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (see Exhibits “A” and “B”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any damage caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibits “A” and “B.”

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections concurrent with other municipal elections conducted by SOE, the Fee Schedule in Exhibit “A” controls. For all other elections for MUNICIPALITY that are not conducted as part of the UME on March 11, 2025, the Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election that meets the requirements of law.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2025, or when all ballots for any election have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted as part of the UME, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order that such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if



the MUNICIPALITY's races cause the ballot to add an additional page, in which case MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Election(s), including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must approve the ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B," and all other costs of the election incurred by SOE.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. SOE shall pay poll workers directly for their services.

Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted during the UME, MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of the Effective Date hereof, is set forth in Exhibit "B." If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.



ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election and all stand-alone municipal elections not conducted during the UME, MUNICIPALITY shall provide ADA compliant Polling Places. If the polling place is different than what is shown on the voters' most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail in a new voter information card with the new location on it. If the location is temporary for the municipal election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

ARTICLE 12 – SAMPLE BALLOTS**12.1 Uniform Municipal Election.**

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s) (including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted as during the UME, SOE **shall not** create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, MUNICIPALITY must create the sample ballot and if desired by MUNICIPALITY, provide copies to SOE and SOE will post it on SOE's website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Section 101.68, Florida Statutes.

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY's Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B"). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication,

tabulation and all other activities requiring Canvassing Board presence by law, at the time specified by SOE.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick-up of vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE, on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1.

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. If a municipality does not use the County Canvassing Board, it shall direct its Canvassing Board Members to convene on such date and time and notice and advertise as necessary. SOE or MUNICIPALITY (as applicable) shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY doesn't use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

MUNICIPALITY agrees to pay SOE for the costs of the Audit any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY's election(s), that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure by the SOE for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any matter that are incurred as a direct result of MUNICIPALITY's participation in the UME or any subsequent municipal election, shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY's negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of MUNICIPALITY'S election results or the validation of any of MUNICIPALITY'S candidate qualifications. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Section 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other

judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

ARTICLE 24 – NOTICES

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual or different location.

For the SOE:

Supervisor of Elections
4301 Cherry Road
West Palm Beach, Florida 33409
Attention: Wendy Sartory Link

For the MUNICIPALITY:

Attention: _____

ARTICLE 25 -- NONWAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 26 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.



IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for the purposes of executing this Agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

As to the MUNICIPALITY:

ATTEST:

TOWN OF JUPITER

By: _____
Laura Cahill, Town Clerk, CMC

By: _____
Jim Kuretski, Mayor

(Town Seal)

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney___



EXHIBIT “A”

**Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Uniform Municipal Elections 2025**

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality $\leq$ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.50/Ballot
VBM Return Mail Postage Costs – Actual Cost	.53
Unanticipated Costs	TBD



EXHIBIT “B”

**Palm Beach County Supervisor of Elections
Schedule of Non-UME/Municipal Run-Off/Stand-Alone
Election Fees 2025**

General Municipal Non-UME/Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services Outgoing	\$6.50/Ballot
Vote-by-Mail Ballot Returned	\$.53/ballot
Run-Off/Stand-Alone Election Day Services	\$12,143.35
Precinct Services (per precinct)	\$275.97
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY Election Day lump sum*: Clerk: \$440.00 Assistant Clerk: \$340.00 VST: \$355.00 Inspector: \$255.00 Deputy: \$225.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position for which they are trained. *Rate of pay is a lump sum that includes training and election day. The Clerk, Assistant Clerk, and VST pay rate also includes Monday set-up. If applicable: a Clerk may be required to assist with precinct register pick-up from SOE and delivery to the polling location. This extra duty would increase his/her pay by \$25.00, making his/her pay rate \$465.00. *If Applicable: An Inspector or Deputy may be required to assist in the ride along duties at the end of the night to fulfill party diversity requirements. This extra duty would increase his/her pay by \$25.00, making his/her pay rate as follows: Inspector \$280.00 Deputy \$250.00 Any additional items requested by the municipality will be invoiced separately	TBD
On call support (\$2500 range)	Invoiced by Vendor TBD

*Itemized invoices will be provided in the event of a run-off election.

TOWN OF JUPITER
Municipal Complex Memorial Design



DATE	January 7, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Director of Construction Services
SUBJECT	Strategic Initiative: Develop design plans for memorial for former Mayor Hinton

EXECUTIVE SUMMARY

In 2024, the Town Council adopted a Strategic Plan that included developing design plans for a memorial to honor former Mayor Mary Hinton. This initiative aims to enhance the Municipal Complex green space while commemorating Mayor Hinton's contributions to the community.

To advance this effort, staff has prepared a presentation outlining two potential design options for the Council's consideration:

1. **Option A:** A semi-circular pedestal situated at the entrance of the Town Green, with an estimated cost of \$30,000.
2. **Option B:** A precast panel with casted letters, to be installed on the exterior wall of the Council Chambers, estimated at \$18,000.

Both designs allow for future customization and additions, ensuring flexibility for evolving needs. The chosen option will honor Mayor Hinton's legacy and seamlessly complement the aesthetics of the Municipal Complex.

ANALYSIS

Once the Council selects a preferred design, staff will initiate the project, with construction set to begin in March 2025.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Municipal Complex Memorial Design Presentation

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

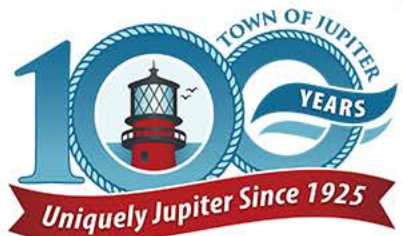
For more information or copies of the attachments, please contact Roger Held at RogerH@jupiter.fl.us or 561-741-2669.



TOWN OF JUPITER

Municipal Complex Memorial Design

January 21, 2025

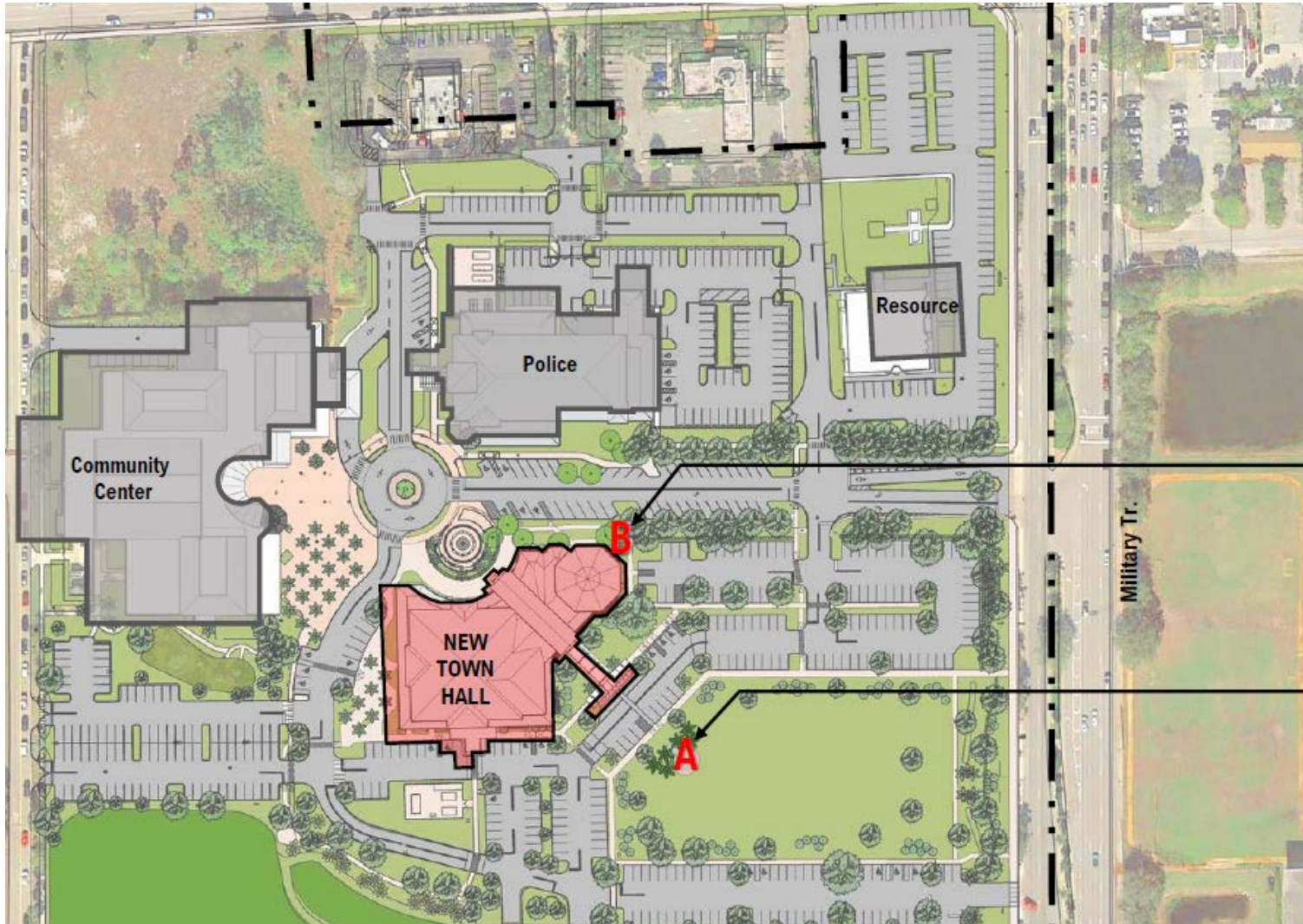


Strategic Initiative

Municipal Complex: Develop design plans for memorial for former Mayor Hinton



12/23/2024



Memorial opportunity
on the Chamber Wall

Memorial opportunity at
the Town Green

Design Options

Song and Associates has provided the Town with two design options for Town Council to choose from

Option A – Semi-circle with opportunity to add dedicated plaques at the Town Green

Option B – Precast panel on the outside wall of the Council Chambers

Option A



Option A location



Option B



Base of Design

- Overall Dimension: 8' x 10'(H)
- Precast Panels with Casted Letters

Estimated Costs

- Option A: Estimated @ approximately \$30,000

Semi-circle pedestal with opportunity to add dedicate plaques at the entrance to the Town Green area.

- Option B: Estimated at approximately \$18,000

Precast panel with casted letters – memorial language can be customized to Council's preference. Future additions can be added if necessary/needed

Summary

Staff is seeking selection approval from Town Council

Once approved, project will begin March 2025.