



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 15, 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 Phyllis Choy
Councilor Ron Delaney
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

PRESENTATION

1. Town of Jupiter's fiscal year 2024 Annual Comprehensive Financial Report (ACFR) by CBIZ CPA Firm.
2. Jupiter Fire Rescue Department (JFRD) 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

3. April 1, 2025 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

4. **Resolution 44-25**, Authorizing the submittal of a FIND Grant application for the design of Piatt Place Park Riverwalk Loop and Public Access.
5. **Resolution 45-25**, Approving a 5-Year Update to the Town's Program for Public Information (PPI) for the Community Rating System Program (S2546).
6. Approving a purchase order to Treecycle Land Clearing, Inc. for exotic removal at the Town's Open Space property located at 500 North Delaware in an amount not to exceed \$72,600.
7. Authorizing a piggyback contract from the City of Deerfield Beach with Accenture for the proposed Fire Non-Ad Valorem assessment study and associated fees.
8. Approving the purchase of a Police Specialty vehicle in the amount of \$178,570.
9. Approving a purchase order to Peerson Audio, Inc. for audiovisual equipment and installation in the amount of \$59,351.84.
10. Approving the Town's 2025 Neighborhood Matching Grant Program in the amount of \$29,017.
11. Approving of the first amendment to the amended and restated Interlocal Agreement with Palm Beach County for Interoperable Radio Communication.

REGULAR AGENDA

PUBLIC HEARING

12. **Resolution 36-25, U-Tiki** - *Quasi-Judicial* - PUD Amendment to request a side corner setback waiver for accessory structures for Marine Max.

PUBLIC BUSINESS

13. **Resolution 50-25**, Approving the Health Insurance Fund Premium Holiday.
14. Selecting the Town of Jupiter Vice-Mayor 2025-2026.

15. Approving the Town's Charitable Donations for 2025.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

May 6, 2025, 7pm - Town Council Chambers

May 20, 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.*

Attachment 1

March 28, 2025

To the Honorable Mayor, Members of Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

We have audited the financial statements of the governmental activities, the business-type activities each major fund, and the aggregate remaining fund information of Town of Jupiter, Florida (the “Town”) for the fiscal year ended September 30, 2024. We did not audit the financial statements of the Town’s Municipal Police Officers’ Retirement Trust (the “Plan”). Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Plan is based solely on the reports of the other auditors. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and OMB Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 26, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 – Summary of Significant Accounting Policies to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2024, with the exception of the implementation of Government Accounting Standards Board (“GASB”) Statement 100, *Accounting Changes and Error Correction*. We noted no transactions entered into by the Town during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Town’s financial statements were:

Management’s estimate of the net pension liability in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, is based on actuarial methods and assumptions used by the actuaries for the development of funding valuation as well as the accounting valuation for the Municipal Police Officers’ Retirement Trust, as well as for the Florida Retirement System (“FRS”). The key factors impacting the assumptions, such as change in market conditions, projected salary increases, the projected long-term rate of return per investment class, and the Plans discount rate, are subject to change on an annual basis and therefore can have a significant impact on

this estimate. We evaluated the key factors and assumptions used to develop the estimate described above in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Total Other Post-Employment Benefits ("OPEB") Liability in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, is based on actuarial methods, the total OPEB liability and assumptions used by the actuary for the development of the actuarially determined liability. The key factors impacting the assumptions, such as the discount rate and health rate assumptions, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above, in determining that it is reasonable.

Management's estimate of the allowance for uncollectible receivables for Utility Billings based on aging of receivables, historic loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosures related to the Town's employee retirement plans in Note 10, the disclosures related to the Town's other postemployment benefits (OPEB) plan in Note 11, and the disclosures related to commitments and contingencies in Note 13 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Independence

For the fiscal year ended September 30, 2024, we were engaged to provide nonaudit/nonattest services mainly related to assistance with the preparation of the Town's financial statements and assistance with the preparation of the data collection form. We reviewed the nature of the requested work, our role and management's role and determined that our independence would not be impaired, in fact or appearance.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes the net effect of the one (1) uncorrected misstatement. Management has determined that its effects are immaterial, both at the fund level and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 28, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to Town’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, the budgetary comparison schedules with related notes, the schedule of changes in the net pension liability and related ratios for the Plan, the schedule of Town’s contributions for the Plan, the schedule of money-weighted rate of return for the Plan, the schedule of the Town’s proportionate share of the net pension liability and schedule of the Town’s contributions for FRS and HIS, and the schedule of changes in the total OPEB liability and related ratios, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining fund financial statements and individual fund budgetary comparison schedules, as listed in the table of contents, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory section and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Town of Jupiter, Florida
March 28, 2025
Page 4

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, Town Council, Audit Committee and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

CBIZ CPAs P.C.

West Palm Beach, FL

ATTACHMENT

Client:	244882 - Town of Jupiter, Florida
Engagement:	10873487 - 2024 Jupiter Audit
Period Ending:	9/30/2024
Trial Balance:	400.001 - Water System Fund TB
Workpaper:	05.01a - Schedule of Uncorrected Misstatements - Town FY 24

Account	Description	Debit	Credit
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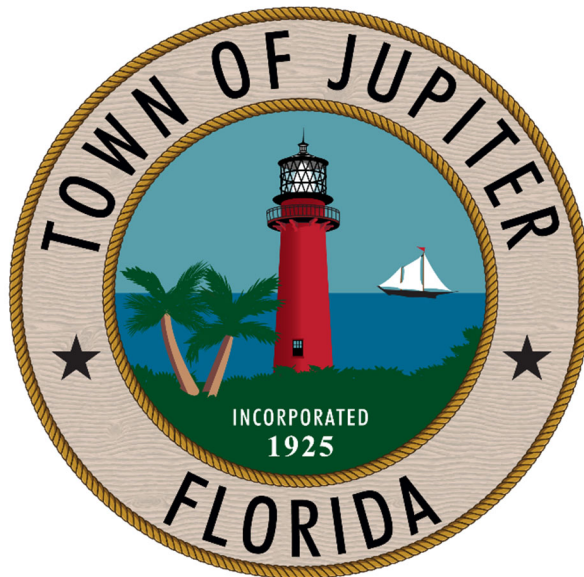
Proposed Journal Entries

Proposed Journal Entries JE # 6

To adjust for unbilled receivables and revenues as of September 30, 2024.

40000000 115101 00000	AR-Utility	714,723.00	
40000000 276000 00000	Net Assets Unrestricted		651,968.00
40000000 343300 00000	CFS-Water Revenue		62,755.00
Total		714,723.00	714,723.00
Total Proposed Journal Entries		714,723.00	714,723.00
Total All Journal Entries		714,723.00	714,723.00

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE
TOWN OF JUPITER, FLORIDA
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**



**Prepared By:
Finance Department**

**Scott Reynolds
Finance Director**

TOWN OF JUPITER, FLORIDA

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INTRODUCTORY SECTION



March 28, 2025

Honorable Mayor, Members of the Town Council and Citizens Town of Jupiter, Florida

The Annual Comprehensive Financial Report (ACFR) of the Town of Jupiter, Florida, (the “Town”) for the fiscal year ended September 30, 2024, is hereby submitted. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Town. To the best of our knowledge and belief, the enclosed data is accurate in all material aspects and is reported in a manner designed to present fairly the financial position and results of operations of the Town. All disclosures necessary to enable the reader to gain an understanding of the Town’s financial activities have been included.

Management of the Town is responsible for establishing and maintaining internal controls designed both to protect the government’s assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town’s financial statements in conformity with U.S. generally accepted accounting principles. The Town’s internal controls are designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and, (2) the valuation of costs and benefits requires estimates and judgments by management.

The Town’s financial statements are audited by an independent certified public accounting firm. The objective of the audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management to provide reasonable assurance that the financial statements are free of material misstatements.

As part of the Town’s annual audit, a review is made of internal controls and tests are performed to determine that the Town has complied with applicable laws and regulations. The results of the Town’s audit for the fiscal year ended September 30, 2024 identified no instances of material weaknesses in internal controls or material violations of applicable laws and regulations.

The Town is required to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Town’s MD&A can be found beginning on page 5 of this report.

GOVERNMENT PROFILE

Government Entity: The Town of Jupiter was incorporated in 1925 as a political subdivision of the State of Florida. Since that time the Town’s geographic size has increased from approximately 8.5 square miles to just over 23 square miles. Located on the Atlantic Ocean in northern Palm Beach County, Jupiter is a vibrant coastal community of more than 61,000 year-round residents, having grown from a sleepy, seaside community with less than 10,000 residents in 1980. During the “season,” which runs from Thanksgiving to Easter, an additional 12,000-15,000 residents call Jupiter “home”.

The Town has operated under the Council-Manager form of government since the early 1970’s. Policy making and legislative authority are vested in the Town Council. The Council consists of the Mayor and four other Councilors. The Town Manager is appointed by the Town Council and is responsible for carrying out the policies and ordinances established and approved by the Town Council and managing the day-to-

day activities of the Town government. The Town provides a variety of services including public safety, public works, culture and recreation, protective inspections, water and stormwater utilities as well as general administrative services.

Reporting Entity: The management of the Town has considered whether there are potential component units that should be included in the Town's financial statements, by applying the criteria set forth by U.S. generally accepted accounting principles. Based upon the application of these criteria, the only entity to consider was the Jupiter Community Redevelopment Agency (the "CRA"); a dependent special district established by the Town, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town's financial reporting entity as a blended component unit reported in a governmental (special revenue) fund, the Community Redevelopment Fund.

Budgetary Control: The Town adopts an annual operating budget which serves as the foundation for the Town's financial planning and control. The Town Council is required by state statute to hold two public hearings and adopt a final budget by no later than the beginning of the fiscal year (October 1st). The operating budget is prepared by fund, function and department. Directors, with the Town Manager's approval, may make budget transfers within a department. Transfers between departments require the approval of the Town Council. In addition to the operating budget, the Town Council also updates and approves the Town's five-year Community Investment Program annually.

FINANCIAL CONDITION AND OUTLOOK

Local Economy: Palm Beach County is the 4th most populous county in the State of Florida. The latest population estimate prepared in 2024 by the University of Florida's Bureau of Economic and Business Research indicates that the current population of the Town exceeds 61,000 and the County is approximately 1.5 million. Projections show the County population growing at an estimated annual rate of 0.67 percent over the next 15 years, with corresponding increases in service businesses and light industry. The County's median family income is \$99,093 and the unemployment rate was 3.1%.

The Town's major challenges are to provide the infrastructure and services required to maintain the quality of life to which Jupiter's residents and visitors have grown accustomed, to create future economic growth opportunities for the community and to position Jupiter to be ready to capitalize on those opportunities as the local and state economies remain stable.

Relevant Financial Policies: The Town has an "informal" policy supported by the Town Council in each year's annual operating budget that provides for the unassigned fund balance in the General Fund to equal or exceed twenty-five percent (25%) of the subsequent year's operating budget. Historically speaking, the Town has always maintained a fund balance targeted to protect its interest and provide needed financial resources to restore services and provide clean up in the event of natural disasters such as major hurricanes, to provide loans to other funds, and to ensure that large projects that have required the use of fund balance are completed successfully. In order to maintain this balance and allow the Town to continue its obligation to its residents as a first responder in the face of natural disasters and other unforeseen circumstances, the Town has implemented the following cost strategies to reduce operating cost and allow for an appropriately sized unassigned fund balance:

- Maintain the size of government based on community needs.
- Aggressively seek affordable healthcare options to allow for sustained viability of the Town's employee health plan.
- Realign capital investments to better align with the strategic goals of the Town.
- Work with developers to foster redevelopment projects within the community to allow for a stable tax base.

Long-term Financial Planning: The Town's strategic plan and performance measures are the cornerstones for its long-term financial planning and budgeting. The General Fund operating budget was adopted in September 2023, at a millage tax rate of 2.3894 which is an increase of 8.55% over the rolled back rate but a

reduction of 3% over the previous year's millage rate of 2.4633. The governing budget supports the Town's five-year capital improvement plan and the State's comprehensive plan concurrency elements for Fiscal Year 2024. The Town uses a blended budget approach to reduce the reliance on property tax revenues and continues to initiate alternative revenue sources. As part of the Town's efforts to "maintain financial sustainability", the Town continues to seek new ways to contain costs by creating a culture of continuous improvement.

During the past few years assessed property values have been steadily increasing. For FY2024, assessed property values increased to \$15,862,964,529 or an increase of approximately \$1.8 billion or 12.71% from the \$14,073,619,777 in final taxable value for the prior fiscal year. It is anticipated that property values will slightly decrease and stabilize over time.

The largest enterprise activity, the water utility, continues to support its operating and capital improvement plan with rate structure changes to ensure operating stability and a fully funded capital plan. Investing to improve and maintain the infrastructure related to water and stormwater utility functions provides for future stability related to the current customer base and future growth.

The Town adopted a five-year capital improvement plan identifying future funding needs to maintain, repair and upgrade capital assets and infrastructure. Included in these long-term capital needs are road resurfacing and water infrastructure upgrades, within funding constraints; and aligned with the approved comprehensive plan concurrency elements.

OTHER INFORMATION

Independent Audit: Florida Statutes Chapter 11.45 requires an annual financial and compliance audit by an independent certified public accountant. The auditor's report on the financial statements is included in the Financial Section of this report. The auditor's report related specifically to compliance with *Government Auditing Standards* is included in the Compliance Reports Section.

Awards: The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023, the thirty first consecutive year the Town has received this prestigious award. In order to be awarded a Certificate of Achievement, the Town published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both U.S. generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgments: The preparation of the annual comprehensive financial report on a timely basis was made possible by the dedicated services of the entire staff of the finance department. Each member of the department has our sincere appreciation for the contributions made in the preparation of this report.

We believe this report reflects the continued excellent financial position of the Town of Jupiter. We would like to thank the Mayor, the Town Council and the residents of the Town for your interest and support toward the planning and administration of the financial operations of the Town in a responsible and progressive manner. With this support, we have been able to maintain a high degree of fiscal health and responsibility for the Town of Jupiter.

Respectfully Submitted,



Frank Kitzerow
Town Manager



Scott Reynolds
Finance Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Jupiter
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morill

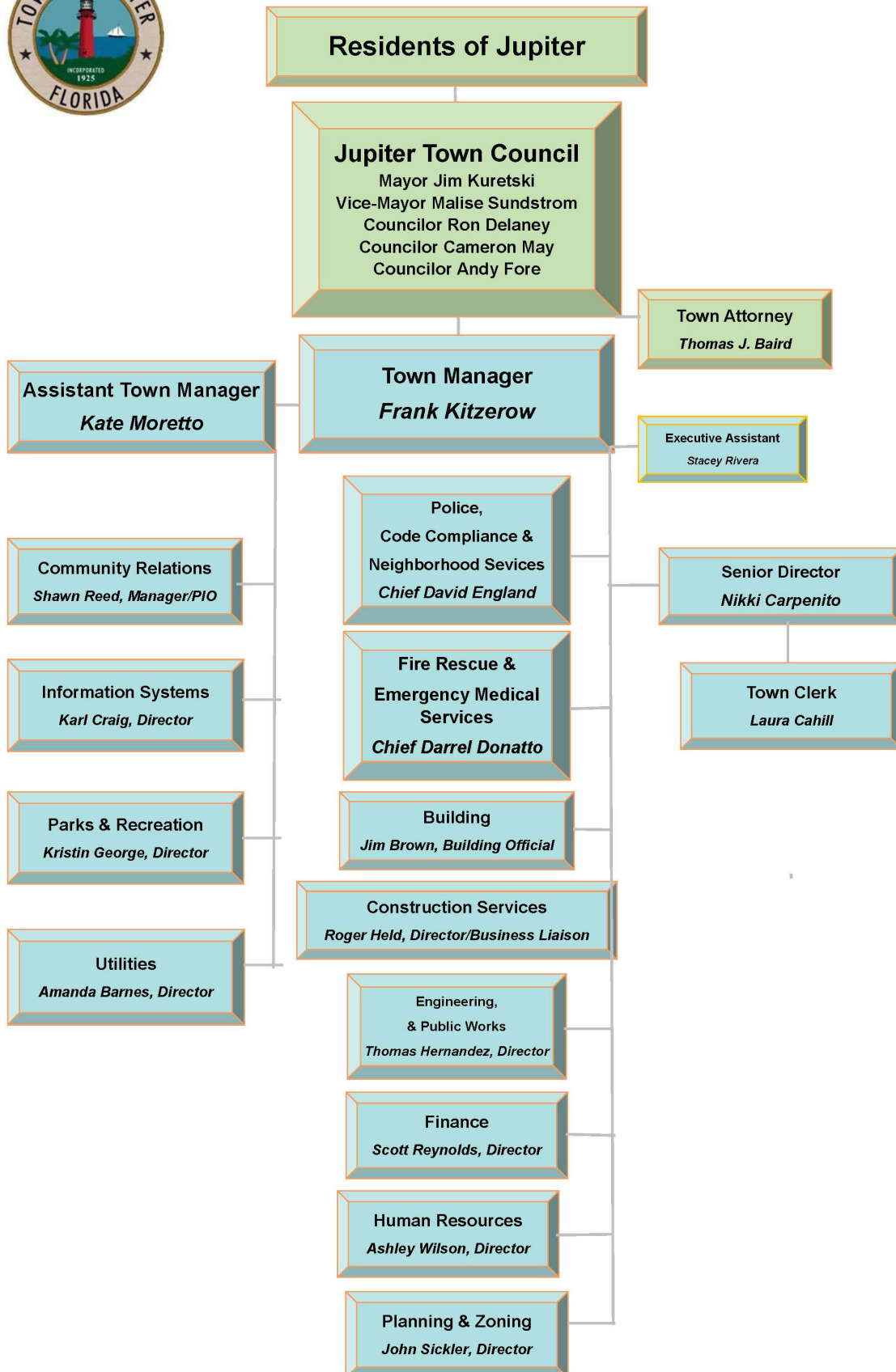
Executive Director/CEO

**TOWN OF JUPITER, FLORIDA
LIST OF PRINCIPAL OFFICIALS
SEPTEMBER 30, 2024**

Mayor	James Kuretski
Vice-Mayor	Malise Sundstrom
Councilor	Andrew Fore
Councilor	Cameron May
Councilor	Ron Delaney
Town Manager	Frank Kitzerow
Assistant Town Manager	Kate Moretto
Town Attorney	Thomas J. Baird
Town Clerk	Laura Cahill
Finance Director	Scott Reynolds
Chief of Police	David England
Utilities Director	Amanda Barnes
Engineering and Public Works Director	Thomas Hernandez
Planning and Zoning Director	John R. Sickler, Jr.
Information Systems Director	Karl Craig
Building Official	James Brown
Parks and Recreation Director	Kristin Fitzgerald George
Senior Director Internal Services	Nikki Carpenito
Senior Director Construction Services	Roger Held
Human Resources Director	Ashley Wilson
Fire/Rescue Chief	Darrel Donatto
Community Relations Manager/PIO	Shawn Reed



Town of Jupiter Organizational Chart



INDEPENDENT AUDITORS' REPORT

Independent Auditors' Report

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Jupiter, Florida (the "Town"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Municipal Police Officers' Retirement Trust Fund, the fiduciary fund of the Town, which represents 84%, 84% and 75%, respectively, of the assets, net position/fund balances, and revenues/additions of the aggregate remaining fund information as of September 30, 2024. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Municipal Police Officers' Retirement Trust Fund, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve month beyond the financial statement date including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 14, the budgetary comparison schedules, the pension funds information and the other postemployment benefits information on pages 94 through 107, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining fund financial statements and the individual fund budgetary comparison schedules on pages 108 through 111, and the schedule of expenditures of federal awards on page 141, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining fund financial statements and individual fund budgetary comparison schedules, and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2025 on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

West Palm Beach, FL
March 28, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis

Acting in our capacity as the management of the Town of Jupiter, Florida, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town of Jupiter, Florida, for the fiscal year ended September 30, 2024.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$593,388,268 (*total net position*). Of this amount, approximately \$187,866,000 (*unrestricted net position*) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's operations increased net position by approximately \$35,237,000. Approximately 56% of this increase is attributable to governmental activities and 44% is attributable to business-type activities.
- As of the close of the fiscal year, the Town's governmental funds reported combined ending fund balances of \$127,880,794, an increase of approximately \$13,484,000 from the prior year fund balance. Approximately 43% of the total fund balance amount is *available for spending* at the Town's discretion (*unassigned fund balance*).
- At the end of the fiscal year, unassigned fund balance for the General Fund was \$54,922,154, or 86% of total General Fund expenditures for the current fiscal year.
- The Town's total debt (bonds and notes payable) decreased by approximately \$3,603,000 (27%) during the current fiscal year. The decrease was attributable to scheduled principal payments on the debt.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The basic financial statements of the Town comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Town's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flow*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the Town include general government, public safety, engineering and public works, and culture and recreation. The business-type activities of the Town include the Water System, Stormwater Utility and Building Department.

The Jupiter Community Redevelopment Agency, although a legally separate entity, functions for all practical purposes as a department of the Town, and therefore has been included as an integral part of the primary government (*a blended component unit*). The government-wide financial statements can be found on pages 15-17 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

- ***Governmental funds*** - *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenue, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Town maintains fourteen individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenue, expenditures, and changes in fund balances for the General Fund, Community Redevelopment Fund, American Rescue Plan Fund and Capital Improvements Fund, which are considered to be major funds. Aggregated data for the remaining nonmajor governmental funds is also presented. The basic governmental funds financial statements can be found on pages 18-21 of this report.

- ***Enterprise funds*** - The *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses three enterprise funds to account for the separate operations of its Water System, Stormwater Utility and Building Fund. The basic enterprise fund financial statements can be found on pages 22-26 of this report.
- ***Fiduciary fund*** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for the enterprise funds. The Town's only fiduciary fund is the Municipal Police Officers' Retirement Trust Fund (MPORT), which is used to account for the assets held in a trustee capacity for the retirement pensions of the Town's police officers. The basic fiduciary fund financial statements can be found on pages 27-28 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 29-93 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. The Town adopts an annual appropriated budget for the General Fund and Community Redevelopment Fund. Budgetary comparison schedules and accompanying notes for both funds are included as required supplementary information on pages 94-100 to demonstrate compliance with the adopted budget. The Town also presents required supplementary information related to its defined benefit retirement plans and other postemployment benefits (OPEB) plan on pages 101-107.

The Town also adopts an annual budget for the Capital Improvements Fund and the Debt Service Fund. Budgetary comparison schedules for these funds are included as supplementary information with the combining fund financial statements. The combining fund financial statements and individual fund budgetary comparison schedules are presented immediately following the required supplementary information on pages 108-111.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets and deferred outflows exceeded liabilities and deferred inflows by approximately \$593,388,000 at the close of the most recent fiscal year. The Town's net position at September 30, 2024 and 2023 is summarized as follows (in thousands):

	Summary of Changes in Net Position					
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets						
Current and other assets	\$ 139,186	\$ 128,350	\$ 131,317	\$ 129,546	\$ 270,503	\$ 257,896
Capital assets, net	155,274	150,579	238,138	224,970	393,412	375,549
Total Assets	<u>294,460</u>	<u>278,929</u>	<u>369,455</u>	<u>354,516</u>	<u>663,915</u>	<u>633,445</u>
Deferred Outflows of Resources	<u>4,299</u>	<u>15,029</u>	<u>1,835</u>	<u>1,691</u>	<u>6,134</u>	<u>16,720</u>
Liabilities						
Long-term liabilities	34,039	49,835	17,265	19,276	51,304	69,111
Other liabilities	11,488	14,056	6,946	5,824	18,434	19,880
Total Liabilities	<u>45,527</u>	<u>63,891</u>	<u>24,211</u>	<u>25,100</u>	<u>69,738</u>	<u>88,991</u>
Deferred Inflows of Resources	<u>5,786</u>	<u>2,225</u>	<u>1,137</u>	<u>798</u>	<u>6,923</u>	<u>3,023</u>
Net Position						
Net investment in capital assets	150,690	143,364	229,529	215,025	380,219	358,389
Restricted	25,303	17,882	--	--	25,303	17,882
Unrestricted	<u>71,453</u>	<u>66,596</u>	<u>116,413</u>	<u>115,284</u>	<u>187,866</u>	<u>181,880</u>
Total Net Position	<u>\$ 247,446</u>	<u>\$ 227,842</u>	<u>\$ 345,942</u>	<u>\$ 330,309</u>	<u>\$ 593,388</u>	<u>\$ 558,151</u>

The largest portion of the Town's net position (64%) reflects its investment in capital assets (e.g., land, buildings, improvements, machinery and equipment and infrastructure), less any related debt and deferred inflows/outflows used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position (4%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$188 million) may be used to meet the Town's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Town is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

Changes in Net Position

The Town's net position increased by approximately \$35.2 million during 2024. The increase is due to increases in charges for services, property taxes and investment earnings.

The changes in the Town's net position for the fiscal years ended September 30, 2024 and 2023 are summarized as follows (in thousands):

Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Program Revenues						
Charges for services	\$ 14,537	\$ 12,803	\$ 44,401	\$ 39,218	\$ 58,938	\$ 52,021
Operating grants and contributions	2,050	2,148	11	269	2,061	2,417
Capital grants and contributions	931	2,678	1,476	1,324	2,407	4,002
General Revenues						
Property taxes	40,545	37,305	--	--	40,545	37,305
Other taxes	28,810	28,695	--	--	28,810	28,695
Intergovernmental, unrestricted	2,767	2,884	--	--	2,767	2,884
Investment earnings (losses) and other income	<u>7,962</u>	<u>4,262</u>	<u>4,554</u>	<u>2,656</u>	<u>12,516</u>	<u>6,918</u>
Total Revenues	<u>97,602</u>	<u>90,775</u>	<u>50,442</u>	<u>43,467</u>	<u>148,044</u>	<u>134,242</u>
Expenses						
General government	29,538	25,140	--	--	29,538	25,140
Public safety	30,769	32,344	--	--	30,769	32,344
Engineering and public works	12,518	10,225	--	--	12,518	10,225
Culture/Recreation	4,871	5,811	--	--	4,871	5,811
Interest on debt	296	247	--	--	296	247
Water system	--	--	26,376	25,899	26,376	25,899
Stormwater	--	--	3,959	3,216	3,959	3,216
Building	<u>--</u>	<u>--</u>	<u>4,480</u>	<u>4,884</u>	<u>4,480</u>	<u>4,884</u>
Total Expenses	<u>77,992</u>	<u>73,767</u>	<u>34,815</u>	<u>33,999</u>	<u>112,807</u>	<u>107,766</u>
Change in net position before transfers	19,610	17,008	15,627	9,468	35,237	26,476
Transfers	<u>(6)</u>	<u>(2,020)</u>	<u>6</u>	<u>2,020</u>	<u>--</u>	<u>--</u>
Change in Net Position	19,604	14,988	15,633	11,488	35,237	26,476
Net Position - Beginning	<u>227,842</u>	<u>212,854</u>	<u>330,309</u>	<u>318,821</u>	<u>558,151</u>	<u>531,675</u>
Net Position - Ending	<u>\$ 247,446</u>	<u>\$ 227,842</u>	<u>\$ 345,942</u>	<u>\$ 330,309</u>	<u>\$ 593,388</u>	<u>\$ 558,151</u>

Governmental Activities

Governmental activities increased the Town's net position by approximately \$19,604,000, thereby accounting for 56% of the total growth in the net position of the Town. This increase is directly attributed to increases in revenue collections. When compared to the previous year, revenues increased approximately \$6.8 million and transfers decreased by approximately \$2 million. These net increases were offset by increases in expenses of approximately \$4.2 million.

Business-type Activities

Business-type activities increased the Town's net position by approximately \$15,633,000. Key elements of this change were as follows:

- The Water System change in net position was \$12,112,688 which was \$3,813,979 greater than the prior year. The current year change in net position is attributable to operating revenues in excess of operating expenses of \$6,986,783, utility connection charges and other capital contributions of \$1,461,472, investment earnings of \$2,119,322, and transfers in of \$119,256.
- The Stormwater Utility change in net position was \$1,315,015 which was \$1,522,286 lower than the prior year. The current year change in net position is attributable to operating revenues in excess of operating expenses of \$1,061,723 and transfers in of \$231,790.
- The Building department change in net position was \$2,204,730 which was \$1,852,143 greater than the prior year. The current year change in net position is attributable to operating revenues in excess of operating expenses of \$1,881,746 and investment earnings of \$671,433 offset by transfers out of \$345,267.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The significant financial activities of the Town's funds are described below.

Governmental Funds

The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the end of the current fiscal year, the Town's governmental funds reported combined ending fund balance of \$127,880,794, an increase of \$13,484,469 from the prior year. Approximately 43% of the total fund balance at September 30, 2024 of \$54,922,154 constitutes *unassigned fund balance*, which is available for spending at the Town's discretion. The remainder of the fund balance is not available for new spending and is broken down into the following categories:

Nonspendable	\$ 2,051,380	1%
Restricted	\$ 24,961,648	20%
Assigned	\$ 45,945,612	36%

The General Fund is the chief operating fund of the Town. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$54,922,154, while total fund balance was \$67,953,586. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total General Fund expenditures. Unassigned fund balance represents 86% of total General Fund expenditures for 2024. The fund balance of the Town's General Fund increased by \$2,994,296 during the current fiscal year as compared to an increase of \$11,648,461 for the prior year. The key factor contributing to the smaller net change in fund balance was an increase in transfers out of approximately \$11,283,000 to the fire rescue department fund for the purchase of fire apparatus, miscellaneous equipment for the outfitting of the apparatus, ambulances, executive staff funding and hiring of consultants for the development of the department.

The Community Redevelopment Fund (CRA) had a fund balance of \$2,005,318. The General Fund and Capital Improvement Fund advances will be repaid from future tax increment funds received by the CRA as commercial and redevelopment projects increase taxable property values in the CRA district. The CRA had an increase in the net change of fund balance during 2024 of \$1,468,541.

The American Rescue Plan Fund had a fund balance of \$0 at fiscal year end 2024, the same as in fiscal year 2023. The American Rescue Plan Fund recognized \$471,105 in American Rescue Plan Act (ARPA) funding, which was transferred for construction of water and stormwater infrastructure improvements.

The Capital Improvements Fund has a total fund balance of \$36,106,540 which is intended for the Town's current and future capital projects. The net increase in fund balance during the current year in the Capital Improvements Fund was \$2,497,961 as compared to the decrease of \$15,674,359 for the prior year. The reduction in fund balance during the prior year was due to the construction and draw down of fund balance to pay for the new town hall building project.

Enterprise Funds

The Town's enterprise fund financial statements provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water System Fund, Stormwater Fund and Building Fund at the end of the year amounted to \$89,055,409, \$11,102,282 and \$16,254,909, respectively. The total change in net position of the Water System Fund, Stormwater Fund and Building Fund was \$12,112,688, \$1,315,015, and \$2,204,730, respectively. Other factors concerning the finances have already been addressed in the discussion of the Town's business-type activities.

BUDGETARY HIGHLIGHTS

General Fund: Differences between the original budget and the final amended budget for total expenditures resulted in a net decrease of approximately \$222,000 in appropriations for 2024 and were generally attributable to the re-appropriation of open contracts from the previous fiscal year and appropriated revenues received but not originally budgeted.

During the year, actual revenues were \$6,643,338 more than budgetary estimates due primarily to increases in taxes of \$647,845, state shared and sales tax revenues of \$423,573 and investment earnings of \$5,318,801. Actual expenditures and other financing uses were under budget by \$4,674,114, due primarily to decreases in other general government operating expenses of \$1,328,175 and public works of \$1,192,950 being less than budget.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The Town's investment in capital assets for its governmental and business-type activities as of September 30, 2024, amounts to approximately \$393.4 million (net of accumulated depreciation and amortization). This investment in capital assets includes land, construction in progress, buildings and improvements, machinery and equipment, park facilities, easements, roads, highways and bridges, water plant facilities, water meters and transmission lines and stormwater facilities. The total increase in the Town's investment in capital assets for the current fiscal year was approximately \$17.9 million or 5%.

The Town's capital assets at September 30, 2024 and 2023 are summarized as follows:

Capital Assets						
(Amounts in Thousands, net of accumulated depreciation/amortization)						
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	\$ 48,363	\$ 48,363	\$ 569	\$ 569	\$ 48,932	\$ 48,932
Construction in progress	2,550	18,616	26,235	16,261	28,785	34,877
Buildings	43,783	23,049	56,151	56,687	99,934	79,736
Improvements	27,021	26,892	145,639	142,309	172,660	169,201
Machinery and equipment	4,749	2,645	9,473	8,993	14,222	11,638
Infrastructure	26,252	28,024	--	--	26,252	28,024
Subscription-based assets	2,556	2,990	71	151	2,627	3,141
Total	<u>\$ 155,274</u>	<u>\$ 150,579</u>	<u>\$ 238,138</u>	<u>\$ 224,970</u>	<u>\$ 393,412</u>	<u>\$ 375,549</u>

Major capital asset events during the current fiscal year included the following:

- The construction of the new Town hall.
- A variety of roadway and landscape improvements throughout the Town.
- Improvements to various Town parks.
- Improvements to the water distribution system in targeted neighborhoods.
- Improvements to the water transmission systems.
- Continuing well rehabilitation program in the water utility.

- Improvements to water processing equipment and operations technology.
- Continuing drainage and swale rehabilitation programs.
- On-going investment in the police vehicle replacement program.
- A continuing reinvestment in the Town’s sidewalk and street infrastructure.
- At the end of 2024 Council awarded contracts to construct two new fire stations in the Town with an estimated cost of \$20 million. Estimated completion will be June 2026.

Additional information on the Town’s capital assets can be found in Note 6 on pages 54-56 of this report.

Outstanding debt. At the end of the current fiscal year, the Town had total bonded debt and loans outstanding of approximately \$9,892,000. Of this amount, approximately \$1,982,000 is general obligation bonded debt. The remainder of the Town’s debt of approximately \$7,910,000 represents bonds and notes secured solely by the net revenues of the Enterprise Funds. The Town’s total debt decreased by approximately \$3,603,000 or 27% during the current fiscal year, due to the retirement of maturing debt. The Town’s outstanding debt at September 30, 2024 and 2023 is summarized as follows:

	Outstanding Debt					
	General Obligation and Revenue Bonds / Note					
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
General obligation note	\$ 1,982	\$ 3,957	\$ --	\$ --	\$ 1,982	\$ 3,957
Water system revenue bonds / note	--	--	7,910	9,538	7,910	9,538
Total	<u>\$ 1,982</u>	<u>\$ 3,957</u>	<u>\$ 7,910</u>	<u>\$ 9,538</u>	<u>\$ 9,892</u>	<u>\$ 13,495</u>

The Town as a whole has maintained a “AAA” rating from Standard & Poor’s and Fitch and a “Aaa” rating from Moody’s on their outstanding bonded debt. Town ordinances limit the amount of general obligation debt the Town may issue to 15% of the total assessed valuations of property located in the Town. The current debt limitation for the Town is approximately \$2.9 billion, which is significantly in excess of the Town’s outstanding general obligation debt.

Additional information on the Town’s long-term debt can be found in Note 7 on pages 56-63 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The Town's 2025 General Fund budget is approximately \$77 million, or an increase of approximately \$6.1 million from the original budget adopted for 2024. The following factors were considered in preparing the Town's budget for the 2025 fiscal year.

- Increases in property values and the overall stable housing market will continue to have a positive impact on ad-valorem tax revenues in FY 2025. There was a 9.08% increase in property values for FY 2025, which allowed the Town Council to maintain a conservative millage rate of 2.3894.
- Increases in state shared, sales tax revenues and franchise fees.
- Increase in interest earnings due to increases in interest rates.
- Funding used for investment in infrastructure that supports the needs of the community.
- Water System revenues are expected to increase due to a rate index of 3%.
- Stormwater revenues are expected to increase due to a rate index of 7%.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director at 210 Military Trail, Jupiter, Florida 33458.

BASIC FINANCIAL STATEMENTS

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 63,772,886	\$ 43,891,096	\$ 107,663,982
Investments	71,985,119	81,448,647	153,433,766
Accounts receivable, net	2,270,444	1,708,952	3,979,396
Grants receivable	97,851	--	97,851
Interest receivable	182,424	64,127	246,551
Inventory	32,428	791,798	824,226
Prepaid expenses	10,053	19,184	29,237
Restricted assets			
Restricted cash and cash equivalents	341,569	--	341,569
Restricted investments	447,617	--	447,617
Notes receivable	46,352	--	46,352
Noncurrent receivables	--	3,393,254	3,393,254
Capital assets, not being depreciated/amortized			
Land	48,362,544	569,123	48,931,667
Construction in progress	2,550,596	26,235,046	28,785,642
Capital assets, net of accumulated depreciation/amortization			
Buildings and plant	43,782,989	56,151,049	99,934,038
Improvements	27,021,450	145,638,759	172,660,209
Machinery and equipment	4,748,610	9,472,708	14,221,318
Infrastructure	26,251,717	--	26,251,717
Subscription-based assets (right to use assets)	2,555,813	70,911	2,626,724
Total Assets	<u>294,460,462</u>	<u>369,454,654</u>	<u>663,915,116</u>
Deferred charges on refundings	--	73,701	73,701
Deferred amount related to OPEB	105,914	29,995	135,909
Deferred amount related to pensions	4,193,414	1,731,437	5,924,851
Total Deferred Outflows of Resources	<u>\$ 4,299,328</u>	<u>\$ 1,835,133</u>	<u>\$ 6,134,461</u>

(Continued)

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION (CONTINUED)

SEPTEMBER 30, 2024

	Governmental Activities	Business-Type Activities	Total
Liabilities			
Accounts payable	\$ 4,057,978	\$ 2,807,690	\$ 6,865,668
Retainage payable	69,566	719,656	789,222
Accrued liabilities	1,112,914	200,868	1,313,782
Deposits	3,949,270	1,906,059	5,855,329
Unearned revenue	2,298,148	1,311,456	3,609,604
Noncurrent liabilities			
Due within one year			
Compensated absences	280,300	144,899	425,199
Bonds and notes	1,982,314	--	1,982,314
Subscription liability	432,993	51,976	484,969
Due in more than one year			
Compensated absences	3,969,745	846,261	4,816,006
Bonds and notes	--	7,910,500	7,910,500
Total OPEB liability	926,959	262,518	1,189,477
Net pension liability	24,348,103	8,048,821	32,396,924
Subscription liability	2,098,934	--	2,098,934
Total Liabilities	<u>45,527,224</u>	<u>24,210,704</u>	<u>69,737,928</u>
Deferred Inflows of Resources			
Deferred amount related to OPEB	1,116,251	316,125	1,432,376
Deferred amount related to pensions	4,669,812	821,193	5,491,005
Total Deferred Inflows of Resources	<u>5,786,063</u>	<u>1,137,318</u>	<u>6,923,381</u>
Net Position			
Net investment in capital assets	150,689,912	229,529,165	380,219,077
Restricted for:			
Debt retirement	620,532	--	620,532
Capital projects	21,789,053	--	21,789,053
Law enforcement	440,697	--	440,697
Economic development	2,452,935	--	2,452,935
Unrestricted	71,453,374	116,412,600	187,865,974
Total Net Position	<u>\$ 247,446,503</u>	<u>\$ 345,941,765</u>	<u>\$ 593,388,268</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues			Net Revenues (Expenses) and Changes in Net Position		
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Governmental Activities	Business-type Activities	Total
Governmental Activities							
General government	\$ 29,253,570	\$ 12,691,483	\$ 607,279	\$ 931,004	\$ (15,023,804)	\$ --	\$ (15,023,804)
Public safety	30,668,581	408,891	1,226,422	--	(29,033,268)	--	(29,033,268)
Engineering and public works	12,656,215	454,085	216,037	--	(11,986,093)	--	(11,986,093)
Culture and recreation	5,117,516	982,207	--	--	(4,135,309)	--	(4,135,309)
Interest on long-term debt	296,489	--	--	--	(296,489)	--	(296,489)
Total Governmental Activities	77,992,371	14,536,666	2,049,738	931,004	(60,474,963)	--	(60,474,963)
Business-type Activities							
Water system	26,375,845	33,121,312	11,248	1,461,472	--	8,218,187	8,218,187
Stormwater	3,959,253	4,920,160	--	14,267	--	975,174	975,174
Building	4,479,865	6,359,938	--	--	--	1,880,073	1,880,073
Total Business-type Activities	34,814,963	44,401,410	11,248	1,475,739	--	11,073,434	11,073,434
Total	\$ 112,807,334	\$ 58,938,076	\$ 2,060,986	\$ 2,406,743	(60,474,963)	11,073,434	(49,401,529)
General Revenues							
Taxes							
Property taxes					40,545,054	--	40,545,054
Franchise fees					6,151,510	--	6,151,510
Public service taxes					6,128,342	--	6,128,342
Communications services taxes					2,885,962	--	2,885,962
Sales taxes					12,234,731	--	12,234,731
Gas taxes					1,410,021	--	1,410,021
Impact Fees					188,759	--	188,759
Intergovernmental not restricted to							
specific programs					2,766,618	--	2,766,618
Investment gains					7,555,340	4,587,586	12,142,926
Loss on disposal of capital assets					--	(34,366)	(34,366)
Miscellaneous					218,495	--	218,495
Transfers					(5,779)	5,779	--
Total General Revenues and Transfers					80,079,053	4,558,999	84,638,052
Change in Net Position					19,604,090	15,632,433	35,236,523
Net Position - Beginning					227,842,413	330,309,332	558,151,745
Net Position - Ending					\$ 247,446,503	\$ 345,941,765	\$ 593,388,268

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Major Governmental Funds				Nonmajor Governmental Funds	Total Government Funds
	General Fund	Community Redevelopment Fund	American Rescue Plan Fund	Capital Improvements Fund		
Assets						
Cash and cash equivalents	\$ 16,680,887	\$ 4,757,879	\$ 2,193,241	\$ 19,330,208	\$ 20,810,671	\$ 63,772,886
Investments	50,461,740	--	--	20,411,958	1,111,421	71,985,119
Accounts receivable, net	2,214,090	--	--	56,354	--	2,270,444
Grants receivable	6,147	--	--	91,704	--	97,851
Interest receivable	182,424	--	--	--	--	182,424
Advances from other funds	2,008,899	--	--	448,364	--	2,457,263
Inventory	32,428	--	--	--	--	32,428
Prepaid items	9,603	--	--	--	450	10,053
Restricted cash	--	--	--	341,569	--	341,569
Restricted investments	447,617	--	--	--	--	447,617
Notes receivable	--	35,687	--	10,665	--	46,352
Total Assets	<u>\$ 72,043,835</u>	<u>\$ 4,793,566</u>	<u>\$ 2,193,241</u>	<u>\$ 40,690,822</u>	<u>\$ 21,922,542</u>	<u>\$ 141,644,006</u>
Liabilities, Deferred Inflows of Resources and Fund Balances						
Liabilities						
Accounts payable and retainage payable	\$ 2,487,230	\$ 185,298	\$ --	\$ 1,417,044	\$ 37,972	\$ 4,127,544
Accrued liabilities	930,987	--	--	--	--	930,987
Unearned revenue	--	--	2,193,241	--	69,220	2,262,461
Advances to other funds	--	2,457,263	--	--	--	2,457,263
Deposits	672,032	110,000	--	3,167,238	--	3,949,270
Total Liabilities	<u>4,090,249</u>	<u>2,752,561</u>	<u>2,193,241</u>	<u>4,584,282</u>	<u>107,192</u>	<u>13,727,525</u>
Deferred Inflows of Resources						
Unavailable revenues	--	35,687	--	--	--	35,687
Fund Balances						
Nonspendable:						
Inventory	32,428	--	--	--	--	32,428
Prepaid items	9,603	--	--	--	450	10,053
Advances from other funds	2,008,899	--	--	--	--	2,008,899
Restricted for:						
Debt service	--	--	--	--	620,532	620,532
Capital projects	--	--	--	789,933	20,999,120	21,789,053
Law enforcement	245,449	--	--	--	195,248	440,697
Economic development	447,617	2,005,318	--	--	--	2,452,935
Assigned to:						
Capital projects	--	--	--	35,316,607	--	35,316,607
Health insurance	10,287,436	--	--	--	--	10,287,436
Unassigned:						
General Fund	54,922,154	--	--	--	--	54,922,154
Total Fund Balances	<u>67,953,586</u>	<u>2,005,318</u>	<u>--</u>	<u>36,106,540</u>	<u>21,815,350</u>	<u>127,880,794</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 72,043,835</u>	<u>\$ 4,793,566</u>	<u>\$ 2,193,241</u>	<u>\$ 40,690,822</u>	<u>\$ 21,922,542</u>	<u>\$ 141,644,006</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

Total Governmental Fund Balances		\$ 127,880,794
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		155,273,719
Accrued interest on bonds payable and subscription liabilities is not due and payable in the current period and, therefore, is not reported in the funds.		(181,927)
Deferred outflows/inflows of resources related to pensions for defined benefit pension plans and other postemployment benefits are reported in the statement of net position but are not reported in the governmental funds:		
Deferred outflows related to other postemployment benefits	\$ 105,914	
Deferred outflows related to pensions	4,193,414	
Deferred inflows related to other postemployment benefits	(1,116,251)	
Deferred inflows related to pensions	<u>(4,669,812)</u>	
Net adjustment		(1,486,735)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:		
Compensated absences	(4,250,045)	
Bonds and notes payable	(1,982,314)	
Subscription liability	(2,531,927)	
Total other postemployment benefits liability	(926,959)	
Net pension liability	<u>(24,348,103)</u>	
Net adjustment		<u>(34,039,348)</u>
Total Net Position		\$ <u>247,446,503</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - GOVERNMENTAL FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Governmental Funds				Nonmajor	Total
	General	Community	American	Capital	Governmental	Governmental
	Fund	Redevelopment	Rescue Plan	Improvements	Funds	Funds
		Fund	Fund	Fund		
Revenues						
Taxes	\$ 40,373,662	\$ 3,096,974	\$ --	\$ 5,469,213	\$ 2,029,530	\$ 50,969,379
Franchise fees	6,151,510	--	--	--	--	6,151,510
Licenses and permits	126,993	--	--	--	188,759	315,752
Intergovernmental	10,274,211	--	471,105	609,506	6,108,027	17,462,849
Charges for services	12,873,285	107,099	--	--	--	12,980,384
Fines and forfeitures	295,416	--	--	--	--	295,416
Investment earnings	6,292,068	48,791	--	1,154,638	59,843	7,555,340
Donations	22,775	--	--	190,494	--	213,269
Miscellaneous	305,984	--	--	1,101,065	32,797	1,439,846
Total Revenues	<u>76,715,904</u>	<u>3,252,864</u>	<u>471,105</u>	<u>8,524,916</u>	<u>8,418,956</u>	<u>97,383,745</u>
Expenditures						
Current:						
General government	21,934,819	1,258,146	--	1,570,370	865	24,764,200
Public safety	28,067,763	--	--	--	1,202,345	29,270,108
Engineering and public works	8,697,894	--	--	2,811,378	--	11,509,272
Culture and recreation	3,504,920	--	--	480,160	--	3,985,080
Capital outlay	847,193	434,851	--	7,277,242	3,365,722	11,925,008
Debt service:						
Principal	437,740	--	--	--	1,975,064	2,412,804
Interest and fiscal charges	96,141	91,326	--	--	29,534	217,001
Total Expenditures	<u>63,586,470</u>	<u>1,784,323</u>	<u>--</u>	<u>12,139,150</u>	<u>6,573,530</u>	<u>84,083,473</u>
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	<u>13,129,434</u>	<u>1,468,541</u>	<u>471,105</u>	<u>(3,614,234)</u>	<u>1,845,426</u>	<u>13,300,272</u>
Other Financing Sources (Uses)						
Proceeds from sale of capital assets	148,922	--	--	--	--	148,922
Subscription based financing arrangements	41,054	--	--	--	--	41,054
Transfers in	2,000,000	--	--	6,112,195	11,282,673	19,394,868
Transfers out	(12,325,114)	--	(471,105)	--	(6,604,428)	(19,400,647)
Total Other Financing Sources (Uses)	<u>(10,135,138)</u>	<u>--</u>	<u>(471,105)</u>	<u>6,112,195</u>	<u>4,678,245</u>	<u>184,197</u>
Net Change in Fund Balances	2,994,296	1,468,541	--	2,497,961	6,523,671	13,484,469
Fund Balances - Beginning	<u>64,959,290</u>	<u>536,777</u>	<u>--</u>	<u>33,608,579</u>	<u>15,291,679</u>	<u>114,396,325</u>
Fund Balances - Ending	<u>\$ 67,953,586</u>	<u>\$ 2,005,318</u>	<u>\$ --</u>	<u>\$ 36,106,540</u>	<u>\$ 21,815,350</u>	<u>\$ 127,880,794</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net Change in Fund Balance - Total Governmental Funds \$ 13,484,469

Amounts reported for governmental activities in the statement
of activities are different because:

Governmental funds report capital outlays as expenditures.
However, in the statement of activities, the costs of those assets
is allocated over their estimated useful lives as depreciation and
amortization expense. Capital outlays and depreciation/amortization
expense were as follows in the current period:

Capital outlay	\$ 11,925,008	
Asset transferred from business-type activities	112,954	
Contributed assets	105,541	
Depreciation and amortization expense	<u>(6,492,703)</u>	
Net adjustment		5,650,800

In the statement of activities, only the gain or loss on the sale of
capital assets is reported, whereas in the governmental funds the
proceeds from the sale increase financial resources. The change
in net position differs from the change in fund balances by the
net book value of assets disposed. (956,147)

Payment of accrued interest is an expenditure in the Governmental
funds, but is a reduction of accrued liabilities in the statement of
net position. (79,488)

The repayment of long-term debt consumes the current financial
resources of governmental funds. However, these transactions
do not have effect on net position of the governmental activities.
Governmental funds report the effect of debt discount when debt
is issued, whereas these amounts are deferred and amortized in the
statement of activities:

Debt retirement - principal paid	1,975,064
----------------------------------	-----------

Some expenses reported in the statement of activities are not
reported in the funds because they have no effect on current
financial resources:

Compensated absences	(347,865)	
Subscription liability	396,686	
Other postemployment benefits liability	185,037	
Pension expense	<u>(704,466)</u>	
Net adjustment		<u>(470,608)</u>

Change in Net Position of Governmental Activities \$ 19,604,090

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION - ENTERPRISE FUNDS

SEPTEMBER 30, 2024

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Assets				
Current Assets				
Cash and cash equivalents	\$ 22,704,884	\$ 14,419,346	\$ 6,766,866	\$ 43,891,096
Investments	67,454,070	1,604,040	12,390,537	81,448,647
Accounts receivable, net	1,516,721	192,231	--	1,708,952
Interest receivable	55,514	--	8,613	64,127
Inventory	791,798	--	--	791,798
Prepaid expenses	18,327	--	857	19,184
Total Current Assets	92,541,314	16,215,617	19,166,873	127,923,804
Noncurrent Assets				
Noncurrent receivables	3,393,254	--	--	3,393,254
Advances from other funds	4,011,479	--	--	4,011,479
Capital assets				
Land and improvements	458,616	110,507	--	569,123
Construction in progress	24,645,849	1,589,197	--	26,235,046
Water treatment systems	102,883,220	2,196,896	--	105,080,116
Buildings and improvements	9,192,703	63,810,879	--	73,003,582
Water distribution systems	155,246,271	--	--	155,246,271
Wells	33,035,091	--	--	33,035,091
Equipment and pumps	13,427,313	987,610	699,261	15,114,184
Meters	20,883,551	--	--	20,883,551
Subscription based IT arrangements	135,597	14,275	77,764	227,636
	359,908,211	68,709,364	777,025	429,394,600
Less accumulated depreciation and amortization	(168,157,486)	(22,649,079)	(450,439)	(191,257,004)
Total Capital Assets, Net	191,750,725	46,060,285	326,586	238,137,596
Total Noncurrent Assets	199,155,458	46,060,285	326,586	245,542,329
Total Assets	291,696,772	62,275,902	19,493,459	373,466,133
Deferred Outflows of Resources				
Deferred charges on refundings	73,701	--	--	73,701
Deferred amount related to OPEB	18,755	2,691	8,549	29,995
Deferred amount related to pensions	1,049,778	155,484	526,175	1,731,437
Total Deferred Outflows of Resources	\$ 1,142,234	\$ 158,175	\$ 534,724	\$ 1,835,133

(Continued)

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF NET POSITION - ENTERPRISE FUNDS (CONTINUED)

SEPTEMBER 30, 2024

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Liabilities				
Current Liabilities				
Accounts payable and retainage payable	\$ 3,206,672	\$ 251,819	\$ 68,855	\$ 3,527,346
Accrued liabilities	133,983	16,589	50,296	200,868
Compensated absences payable	92,250	19,147	33,502	144,899
Subscription liability	<u>33,245</u>	<u>4,757</u>	<u>13,974</u>	<u>51,976</u>
Total Current Liabilities	<u>3,466,150</u>	<u>292,312</u>	<u>166,627</u>	<u>3,925,089</u>
Noncurrent Liabilities				
Customer deposits	1,630,378	--	--	1,630,378
Other deposits	14,301	23,479	237,901	275,681
Unearned revenue	1,311,456	--	--	1,311,456
Compensated absences payable, net of current portion	538,773	111,824	195,664	846,261
Advances to other funds	--	4,011,479	--	4,011,479
Revenue bonds payable	7,910,500	--	--	7,910,500
Total OPEB liability	164,148	23,552	74,818	262,518
Net pension liability	<u>4,880,032</u>	<u>722,790</u>	<u>2,445,999</u>	<u>8,048,821</u>
Total Noncurrent Liabilities	<u>16,449,588</u>	<u>4,893,124</u>	<u>2,954,382</u>	<u>24,297,094</u>
Total Liabilities	<u>19,915,738</u>	<u>5,185,436</u>	<u>3,121,009</u>	<u>28,222,183</u>
Deferred Inflows of Resources				
Deferred amount related to OPEB	197,668	28,361	90,096	316,125
Deferred amount related to pensions	<u>497,892</u>	<u>73,744</u>	<u>249,557</u>	<u>821,193</u>
Total Deferred Inflows of Resources	<u>695,560</u>	<u>102,105</u>	<u>339,653</u>	<u>1,137,318</u>
Net Position				
Net investment in capital assets	183,172,299	46,044,254	312,612	229,529,165
Unrestricted	<u>89,055,409</u>	<u>11,102,282</u>	<u>16,254,909</u>	<u>116,412,600</u>
Total Net Position	<u>\$ 272,227,708</u>	<u>\$ 57,146,536</u>	<u>\$ 16,567,521</u>	<u>\$ 345,941,765</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION ENTERPRISE FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Operating Revenues				
Charges for services	\$ 32,120,381	\$ 3,989,509	\$ --	\$ 36,109,890
Licenses and permits	--	--	6,358,713	6,358,713
Other fees and charges	1,000,782	930,651	1,225	1,932,658
Total Operating Revenues	<u>33,121,163</u>	<u>4,920,160</u>	<u>6,359,938</u>	<u>44,401,261</u>
Operating Expenses				
Personal services	6,581,287	926,389	2,950,951	10,458,627
General operating expenses	12,696,473	1,932,429	1,462,455	16,091,357
Depreciation/Amortization	6,856,620	999,619	64,786	7,921,025
Total Operating Expenses	<u>26,134,380</u>	<u>3,858,437</u>	<u>4,478,192</u>	<u>34,471,009</u>
Operating Income	<u>6,986,783</u>	<u>1,061,723</u>	<u>1,881,746</u>	<u>9,930,252</u>
Nonoperating Revenues (Expenses)				
Intergovernmental	11,248	--	--	11,248
Investment earnings	2,119,322	64,688	671,433	2,855,443
Miscellaneous revenues	149	--	--	149
Net change in fair value of investments	1,657,109	43,585	31,449	1,732,143
Loss on sale of capital assets	(1,186)	(222)	(32,958)	(34,366)
Interest expense	(225,987)	(100,816)	(1,673)	(328,476)
Amortization expense - loss on refunding	(15,478)	--	--	(15,478)
Total Nonoperating Revenues (Expenses)	<u>3,545,177</u>	<u>7,235</u>	<u>668,251</u>	<u>4,220,663</u>
Income Before Capital Contributions and Transfers	10,531,960	1,068,958	2,549,997	14,150,915
Capital Contributions	1,461,472	14,267	--	1,475,739
Transfers	<u>119,256</u>	<u>231,790</u>	<u>(345,267)</u>	<u>5,779</u>
Change in Net Position	12,112,688	1,315,015	2,204,730	15,632,433
Net Position - Beginning	<u>260,115,020</u>	<u>55,831,521</u>	<u>14,362,791</u>	<u>330,309,332</u>
Net Position - Ending	<u>\$ 272,227,708</u>	<u>\$ 57,146,536</u>	<u>\$ 16,567,521</u>	<u>\$ 345,941,765</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF CASH FLOWS - ENTERPRISE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Cash Flows From Operating Activities				
Cash received from customers	\$ 32,076,604	\$ 3,976,952	\$ 6,398,910	\$ 42,452,466
Cash paid to suppliers and contractors	(11,846,796)	(1,943,311)	(1,523,245)	(15,313,352)
Cash paid to employees	(6,625,759)	(961,649)	(2,988,406)	(10,575,814)
Cash received from others	1,000,931	930,651	1,225	1,932,807
Net Cash Provided By Operating Activities	<u>14,604,980</u>	<u>2,002,643</u>	<u>1,888,484</u>	<u>18,496,107</u>
Cash Flows From Noncapital Financing Activities				
Operating grants received	11,248	--	--	11,248
Transfers	119,256	231,790	(345,267)	5,779
Net Cash Provided By (Used In) Noncapital Financing Activities	<u>130,504</u>	<u>231,790</u>	<u>(345,267)</u>	<u>17,027</u>
Cash Flows From Capital and Related Financing Activities				
Capital contributions	1,384,886	14,267	--	1,399,153
Acquisition and construction of capital assets	(19,867,432)	(993,448)	(262,399)	(21,123,279)
Advance (from) to other fund	--	22,600	--	22,600
Repayment of advance from other fund	353,234	(353,234)	--	--
Principal paid on revenue bonds	(1,627,500)	--	--	(1,627,500)
Principal paid on subscription liability	(50,158)	(4,613)	(31,470)	(86,241)
Interest paid on long term-debt	(222,578)	(100,387)	--	(322,965)
Interest paid on subscriptions	(3,410)	(429)	(1,673)	(5,512)
Net Cash Used In Capital and Related Financing Activities	<u>(20,032,958)</u>	<u>(1,415,244)</u>	<u>(295,542)</u>	<u>(21,743,744)</u>
Cash Flows From Investing Activities				
Purchases of investments	(16,810,944)	(64,684)	(669,702)	(17,545,330)
Interest received	2,119,322	64,688	702,882	2,886,892
Net Cash Provided by (Used In) Investing Activities	<u>(14,691,622)</u>	<u>4</u>	<u>33,180</u>	<u>(14,658,438)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	<u>(19,989,096)</u>	<u>819,193</u>	<u>1,280,855</u>	<u>(17,889,048)</u>
Cash and Cash Equivalents - Beginning	<u>42,693,980</u>	<u>13,600,153</u>	<u>5,486,011</u>	<u>61,780,144</u>
Cash and Cash Equivalents - Ending	<u>\$ 22,704,884</u>	<u>\$ 14,419,346</u>	<u>\$ 6,766,866</u>	<u>\$ 43,891,096</u>

(Continued)

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF CASH FLOWS - ENTERPRISE FUND (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Enterprise Funds			Total Enterprise Funds
	Water System Fund	Stormwater Fund	Building Fund	
Noncash Financing and Investing Activities				
Capital contributions	\$ 649,595	\$ --	\$ --	\$ 649,595
Change in fair value of investments	\$ 1,657,109	\$ 43,585	\$ 31,449	\$ 1,732,143
Amortization of deferred charge on refunding	\$ (15,478)	\$ --	\$ --	\$ (15,478)
Reconciliation of Operating Income to Net Cash Provided By Operating Activities				
Operating income	\$ 6,986,783	\$ 1,061,723	\$ 1,881,746	\$ 9,930,252
Adjustments to reconcile operating income to net cash provided by operating activities				
operating activities				
Depreciation/amortization	6,856,620	999,619	64,786	7,921,025
Provision for doubtful accounts	8,188	2,458	--	10,646
Miscellaneous revenues	149	--	--	149
Changes in operating assets, liabilities and deferred inflows and outflows				
(Increase) decrease in:				
Accounts receivable	(157,043)	(15,015)	--	(172,058)
Interest receivable	(55,514)	--	(8,613)	(64,127)
Inventory	(131,890)	--	--	(131,890)
Prepaid expenses	(2,442)	795	(389)	(2,036)
Deferred outflows related to OPEB	(7,313)	(937)	(3,542)	(11,792)
Deferred outflows related to pensions	(89,477)	(13,252)	(44,847)	(147,576)
Increase (decrease) in:				
Accounts payable	945,858	(14,255)	(66,284)	865,319
Accrued expenses	38,151	2,578	5,883	46,612
Compensated absences	17,910	(22,552)	(13,554)	(18,196)
Deposits	61,645	--	48,810	110,455
Unearned revenue	98,947	--	--	98,947
Total OPEB liability	19,842	1,426	11,677	32,945
Net pension liability	(189,321)	(28,041)	(94,893)	(312,255)
Deferred inflows related to OPEB	(29,885)	(6,529)	(9,469)	(45,883)
Deferred inflows related to pensions	233,772	34,625	117,173	385,570
Net Cash Provided By Operating Activities	<u>\$ 14,604,980</u>	<u>\$ 2,002,643</u>	<u>\$ 1,888,484</u>	<u>\$ 18,496,107</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION - PENSION TRUST FUND

SEPTEMBER 30, 2024

	Municipal Police Officers' Retirement Trust Fund
Assets	
Investments	
Money market mutual funds	\$ 4,476,290
Certificates of deposit	1,224,714
U.S. Government securities	3,724,398
U.S. Government Agency securities	19,105,780
Corporate obligations	11,360,845
Asset-backed bonds	1,572,385
Equity securities	11,000,207
Equity mutual funds	42,485,790
Real estate investment trust index funds	3,438,841
Commingled real estate funds	3,940,679
International equity mutual funds	<u>11,288,854</u>
Total Investments	113,618,783
Receivables	
Accrued investment income	241,598
Pending trades receivable	<u>261,386</u>
Total Receivables	<u>502,984</u>
Total Assets	114,121,767
Liabilities	
Accounts payable and accrued expenses	38,767
Pending trades payable	<u>6,568</u>
Total Liabilities	<u>45,335</u>
Net Position	
Restricted for pension benefits	<u>\$ 114,076,432</u>

The notes to the financial statements are an integral part of this statement.

TOWN OF JUPITER, FLORIDA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - PENSION TRUST FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Municipal Police Officers' Retirement Trust Fund
Additions	
Contributions	
Town	\$ 2,545,418
State	1,063,531
Employee	<u>1,243,242</u>
Total Contributions	<u>4,852,191</u>
Investment Earnings	
Net appreciation in fair value of investments	17,386,842
Interest and dividends	<u>2,878,807</u>
Total Investment Earnings	20,265,649
Less Investment Expenses	<u>(313,257)</u>
Net Investment Earnings	19,952,392
Other income	<u>360</u>
Total Additions	24,804,943
Deductions	
Pension benefits	4,018,398
DROP distributions	722,433
Share distributions	32,460
Refund of contributions	83,566
Administrative expenses	<u>159,756</u>
Total Deductions	5,016,613
Change in Net Position	19,788,330
Net Position Restricted for Pension Benefits - Beginning	<u>94,288,102</u>
Net Position Restricted for Pension Benefits - Ending	<u>\$ 114,076,432</u>

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The Town of Jupiter, Florida (the “Town”), is a political subdivision of the State of Florida incorporated on February 9, 1925, under the authority of Chapter 165, Florida Statutes, and was established by House Bill 698, Laws of Florida, 1925. The Town is governed by five Councilors elected by residents of the Town. The accompanying financial statements present the Town and its blended component unit, a legally separate entity for which the Town is considered financially accountable.

The financial statements of the Town have been prepared in accordance with United States of America generally accepted accounting principles (“GAAP”) as applied to governmental units in accordance with the Government Accounting Standards Board (“GASB”) pronouncements. As defined by GAAP, the financial reporting entity consists of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable.

BLENDED COMPONENT UNIT

The Jupiter Community Redevelopment Agency (the “CRA”) is a dependent special district established by the Town of Jupiter, Florida, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town’s financial reporting entity as a blended component unit reported as a governmental (special revenue) fund, the Community Redevelopment Fund. The purpose of the CRA is to promote and guide the physical and economic development of approximately 400 acres along the Intracoastal Waterway in the Town of Jupiter. The CRA is a legally separate entity established by Ordinance number 60-01 of the Jupiter Town Council in December 2001. The governing body of the CRA consists of the Town Council and the Town handles the management and administration of the CRA’s financial matters. Separate audited financial statements are prepared for the CRA and can be obtained from the Town.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RELATED ORGANIZATION

The Northern Riverwalk Community Development District (the “NRCDD”) was created on May 19, 2009 by Ordinance 1-09 of the Town of Jupiter, Florida, pursuant to the Florida Uniform Community Development District Act of 1980. The NRCDD was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for development within the NRCDD. The NRCDD is governed by a Board of Supervisors (the “Board”), which is composed of five members elected by the owners of the property within the NRCDD. The Town does not approve budgets, retain any financial interest or have any obligation for debt and cannot impose its will on the NRCDD. Accordingly, the NRCDD is not included in the Town’s financial reporting entity.

Government-wide Financial Statements: The government-wide financial statements consist of the Statement of Net Position and the Statement of Activities and report information on all non-fiduciary activities of the Town and its component unit. These financial statements include separate columns for the *governmental activities*, which are normally supported by taxes and intergovernmental revenue, and *business-type activities*, which rely primarily on fees and charges for support. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Town’s enterprise funds operations and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. All internal balances in the Statement of Net Position have been eliminated, except those representing balances between the governmental activities and business-type activities, which are presented as internal balances and eliminated in the Total Column. In the Statement of Activities, all interfund transactions have been eliminated, except for charges between the Town’s governmental activities and business-type activities.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or identifiable activity is offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or identifiable activity. Program revenue includes three categories of transactions: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; (2) operating grants and contributions; and, (3) capital grants and contributions. Taxes and other items not meeting the definition of program revenue are reported as general revenue. The Town does not allocate indirect costs, however, an administrative service fee is charged by the General Fund to recover the direct costs of General Fund services provided (such as finance, legal, human resources, information systems, etc.).

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FUND FINANCIAL STATEMENTS

The underlying accounting system of the Town is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses, as appropriate.

Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The funds used by the Town are classified into three categories: governmental, proprietary and fiduciary. Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The Town's major governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

- **Governmental Fund Financial Statements** – Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds and nonmajor funds in the aggregate. An accompanying schedule is presented to reconcile and explain the differences in fund balances and changes in fund balances as presented in these statements, to the net position and changes in net position presented in the government-wide financial statements. The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Community Redevelopment Fund* accounts for the economic development activities of the Jupiter Community Redevelopment Agency, whose primary restricted revenue source is from tax increment revenue.

The *American Rescue Plan Fund* accounts for the restricted revenues and expenditures associated with the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act ("ARPA").

The *Capital Improvements Fund* accounts for the purchase and construction of major capital facilities and projects included in the Town's adopted five year Community Investment Program which is funded primarily by ad valorem property tax revenue.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FUND FINANCIAL STATEMENTS (CONTINUED)

- **Proprietary Fund Financial Statements** – Proprietary Fund Financial Statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows. The Town reports the following major proprietary funds:

The *Water System Fund* accounts for operations of the Town’s water utility system.

The *Stormwater Fund* accounts for operations of the Town’s stormwater collection, treatment and disposal system.

The *Building Fund* accounts for operations of the Town’s building department.

- **Fiduciary Fund Financial Statements** – Fiduciary Fund Financial Statements include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position. The Town’s only Fiduciary Fund is a pension trust fund. Since by definition these assets are being held for the benefit of third parties (pension participants) and cannot be used to finance activities or obligations of the government, these funds are not included in the government-wide financial statements. The only Fiduciary Fund of the Town is as follows:

The *Municipal Police Officers’ Retirement Trust Fund* (“MPORT”) is used to account for assets held in a trustee capacity for the retirement pensions of all permanent, full-time Town police officers.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Financial reporting is based upon all pronouncements of GASB. The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenue is recognized when earned and expenses are recognized when incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all-purpose restrictions imposed by the provider have been met.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenue is recognized in the period in which it becomes both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Town considers revenue to be available if it is collected within 60 days of the end of the current fiscal year. Property taxes are recognized as revenue in the year for which they are levied. Expenditures are generally recognized in the accounting period in which the fund liability is incurred, except for principal and interest on general long-term debt, which is recognized when due. Intergovernmental revenue, franchise fees, charges for services and investment income are all considered susceptible to accrual and so have been recognized when due as revenue in the current fiscal year. All other revenue items are considered to be measurable and available only when received in cash by the Town.

Proprietary fund financial statements distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. The proprietary funds also recognize as operating revenue the portion of connection fees intended to recover the cost of connecting new customers to the water system. Operating expenses for the proprietary funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Town's defined benefit pension plan and Florida Retirement System and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the Town's defined benefit pension plan and the Florida Retirement System. Pension benefit payments (including refunds of employee contributions) and other postemployment benefits ("OPEB") benefit payments for the Town's OPEB plan are recognized when due and payable in accordance with the benefit terms.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY TAXES

Ad valorem property taxes are assessed on property valuations as of January 1st and levied the following October 1st. Taxes are due by March 31st and become delinquent on April 1st, when liens are filed against the subject property. Ad valorem taxes are assessed by the Palm Beach County Property Appraiser and collected by the Palm Beach County Tax Collector, which remits the taxes to the Town. Revenue is recognized at the time the taxes are received from Palm Beach County. Pursuant to Florida law, the Palm Beach County Tax Collector advertises and sells tax certificates on all real property for which there are unpaid, delinquent taxes. Accordingly, the Town has no property taxes receivable at September 30, 2024.

Tax revenues are generated by a millage rate set annually by the Town Council with a legal limit of 10 mills (\$10.00 per \$1,000 of taxable property value). The Town contracts fire rescue services to Palm Beach County Fire Rescue MSTU (municipal services taxing unit), which levies a separate tax on Town property owners of 1.7879 mills. The Palm Beach County Fire Rescue MSTU millage rate is deducted from the Town's legal millage rate cap of 10 mills, thereby reducing the Town's millage rate cap to 8.212.

During 2007, the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. The State law allows local governments to adopt a millage rate based on the following approval of the governing body: (1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; (2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or (3) any millage rate approved by unanimous vote or referendum. For the fiscal year ended September 30, 2024, the Town maintained a millage rate of 2.3894, which was less than the maximum tax rate permitted. This millage rate resulted in a total tax levy, including the CRA, of \$37,902,467 for 2024, representing a 12.71% increase over the property tax levy for 2023. Future property tax growth is limited to the annual growth rate of per capita personal income plus the value of new construction.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of petty cash, deposits with financial institutions in interest and non-interest bearing checking accounts and money market accounts and money market mutual funds. The Town considers all highly liquid investments with original maturities of ninety days or less to be cash equivalents. Money market mutual funds held by MPORT are considered part of the long-term investment portfolio.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVESTMENTS

The Town's investments consist of intergovernmental investment pools, certificate of deposits, equity mutual funds and the Florida PRIME fund. Intergovernmental investment pools and equity mutual funds are reported at fair value. Investments in Florida PRIME, money market mutual funds and certificates of deposit are reported at amortized cost. Negotiable certificates of deposit in the Pension Fund, U.S. Government and Agency securities, asset-backed bonds, domestic and foreign equity and debt securities, equity mutual funds, REIT index funds and commingled real estate funds reported at fair value. Florida Cooperative Liquid Assets Securities System ("FLCLASS"), Florida Local Government Investment Trust ("FLTRUST"), and Florida Public Assets for Liquidity Management ("FLPALM") (2a7-like external investment pools) are measured at net asset value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Investments are measured at fair value on a recurring basis.

ACCOUNTS RECEIVABLE

General government accounts receivable includes State shared revenues and charges for miscellaneous services. Accounts receivable reported in the Proprietary Funds represent amounts due for water and stormwater services from utility customers and building related fees due from developers and individuals, generally all of whom are local businesses and residents. Noncurrent receivables in the Water System Fund include amounts due from developers for connection fees and guaranteed revenues that are payable when connections are made to the utility system. Utility customers pay a cash deposit to the Town as collateral for future charges for services. The Town does not require collateral for other accounts receivable. Accounts receivable are reported net of an allowance for uncollectible accounts determined based on the age of the individual receivable, with age categories ranging from 21 days past due to several years past due. Generally, the allowance includes accounts over 120 days past due. Accounts receivable are written off on an individual basis in the year the Town deems them uncollectible.

INTERNAL BALANCES

Amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the government-wide governmental and business-type activities columns of the statement of net position, except for any residual amount, which is presented as internal balances.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVENTORY

Inventory recorded in the General Fund represents fuel and oil and inventory in the Water System Fund represent parts, materials and supplies in storage at year end. Inventory is valued at cost (first-in/first-out) and is recorded under the consumption method which records inventory as expenditures when used. Reported amounts in governmental funds are equally offset by nonspendable fund balance in the fund financial statements, which indicates that these amounts do not constitute “available spendable resources” even though they are a component of current assets.

PREPAID ITEMS/EXPENSES

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items/expenses under the consumption method. Reported amounts in governmental funds are equally offset by nonspendable fund balance in the fund financial statements, which indicates that these amounts do not constitute “available spendable resources” even though they are a component of current assets.

RESTRICTED ASSETS

Certain cash equivalents and investments of the General Fund are restricted for land acquisition and economic development. Restricted resources are used first to fund expenditures incurred for restricted purposes.

CAPITAL ASSETS

The Town reports all capital assets, including infrastructure assets (roads, sidewalks and similar items), in the government-wide statement of net position. Capital assets are defined by the Town as assets with an estimated useful life in excess of one year and an initial, individual cost of more than \$5,000, or software with an individual cost of more than \$25,000. Capital assets are recorded at cost or, if donated, at acquisition value at the date of donation. Expenses which materially extend the useful life of existing assets are capitalized. Costs for professional services associated with the acquisition and construction of enterprise fund capital assets are capitalized. Interest cost was capitalized on enterprise fund capital assets during the construction period prior to the adoption of GASB Statement No. 89 in fiscal year 2018. The cost of capital assets sold or retired is removed from the accounts and any resulting gain or loss is included in the change in net position. Depreciation is computed using the

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CAPITAL ASSETS (CONTINUED)

straight-line method over the estimated useful lives of all reported capital assets, except land. Estimated useful lives assigned to categories of assets are as follows:

Buildings and plant	5-70 years
Improvements	15-70 years
Equipment and vehicles	5-20 years
Infrastructure	7-25 years

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town has entered into contracts that convey control of the right to use information technology software and has recorded subscription-based information technology arrangements (“SBITA”) assets, in accordance with GASB Statement No. 96. The SBITA assets are initially measured at an amount equal to the initial measurement of the related SBITA liability plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. Subsequently, the SBITA liability is reduced by the principal portion of payments made. The SBITA assets are amortized on a straight-line basis over the life of the related contract.

The cost of normal maintenance and repairs that do not add to the value of the assets or material extend the asset lives are not capitalized and are expensed as incurred. The Town monitors changes in circumstances that would require a remeasurement of its SBITA’s and will do so if certain changes occur that would be expected to significantly affect the amount of the lease liability.

SBITA assets are reported with other capital assets and SBITA liabilities are reported with long-term debt on the statement of net position of the government-wide financial statements and in the proprietary fund financial statements.

UNEARNED/UNAVAILABLE REVENUES

Unearned revenue in the governmental activities and unavailable revenues (a deferred inflow of resources) in the governmental funds include amounts received in advance of the related services being provided by the Town and earned interest income that is not currently due. Unearned revenue in the business-type activities and enterprise funds includes utility payments from customers and other amounts received in advance of the related services being provided by the Town.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

COMPENSATED ABSENCES

The Town records accumulated, unpaid vacation, sick and compensatory pay in the enterprise funds as a fund liability. The liability for compensated absences attributable to the Town's governmental funds is recorded only in the government-wide financial statements. The liability for compensated absences of both the governmental and enterprise funds includes related payroll taxes and benefits. Employees may accumulate up to forty days' vacation leave. Employees accrue sick leave at the rate of eight hours per month until retirement or termination, at which time they are paid for up to 50% of their unused sick leave, based on their length of service with the Town. Accordingly, the Town accrues up to 50% of eligible, unused sick leave and related payroll taxes and benefits in the year earned. The Town records compensatory time and related payroll taxes and benefits in the year earned.

NONCURRENT OBLIGATIONS

In the government-wide financial statements and enterprise fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund statement of net position. Long-term debt is reported net of applicable premium or discount. Debt discount and premium in the government-wide financial statements and enterprise funds are amortized using the straight-line method, which approximates the effective interest method, and are charged against operations over the term of the debt issues.

Unamortized debt discount and premium is presented as a reduction of or addition to long-term debt payable. There was no unamortized debt discounts or premiums as of fiscal year ended September 30, 2024. Issuance costs of debt are reported as current period expenses.

In the fund financial statements, governmental fund types recognize debt premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets and liabilities, the government-wide Statement of Net Position and the governmental funds Balance Sheet report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Town reports deferred charges on refundings as deferred outflows of resources on the government-wide and enterprise funds Statement of Net Position. The deferred charges on refundings were losses resulting from the difference in the carrying value of refunded debt and its reacquisition price. The amounts are deferred and amortized over the shorter of the life of the refunded or refunding debt. A deferred outflow of resources related to OPEB and pensions results from differences between expected and actual experience and investment earnings, changes in assumptions, Town pension contributions after the pension plan measurement date but prior to the Town's year end or other inputs. The amounts are deferred and amortized to OPEB and pension expense in a systematic and rational manner over a period equal to the average expected remaining service lives of employees that are provided with benefits through the OPEB and pension plans, including inactive employees.

The separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The Town's deferred inflows reported on the government-wide and enterprise funds Statement of Net Position are related to its pension and OPEB liabilities. The deferred inflow of resources related to pensions and OPEB results from differences between expected and actual experience and investment earnings, changes in assumptions, changes in proportion and differences between Town contributions and proportionate share of contributions or other inputs. These amounts are deferred and amortized to pension and OPEB expense in the same manner as deferred outflows related to pensions and OPEB, respectively. The Town also has one item, unavailable revenue, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds Balance Sheet. The unavailable revenue result from amounts received in advance for business licenses and earned interest income that is not currently due in the General Fund and a note receivable in the Community Redevelopment Fund that will be earned in future years as services are provided. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET POSITION/FUND BALANCE

The government-wide and enterprise fund financial statements utilize a net position presentation. Net position is categorized as follows:

Net Investment in Capital Assets

This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balance of any bonds, mortgages, notes or other borrowings and deferred inflows/outflows that are attributable to the acquisition, construction, or improvement of those assets and retainage payable. If there are significant unspent related debt proceeds at year end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of *Net Investment in Capital Assets*. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted

This component of net position consists of constraints placed on the use of net position by external restrictions imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted

This component of net position consists of net position that does not meet the definition of Net Investment in Capital Assets or Restricted Net Position.

Fund Balance

In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

Nonspendable

Nonspendable fund balances include amounts that cannot be spent because they are either (1) not in spendable form; or (2) legally or contractually required to be maintained intact.

Restricted

Restricted fund balances include amounts that are restricted to specific purposes either by (1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or (2) imposed by law through constitutional provisions or enabling legislation.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET POSITION/FUND BALANCE (CONTINUED)

Committed

Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the Town Council through an ordinance or resolution, which have equal authority and are the highest level of decision making authority. The Town had no committed fund balances.

Assigned

Assigned fund balances include amounts that are constrained by the Town's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance are made by the Town Manager or Finance Director based upon authority provided in a Resolution adopted by the Town Council or in the Town's annual budget.

Unassigned

Unassigned fund balance includes General Fund amounts that have not been restricted, committed, or assigned to specific purposes.

The Town considers restricted fund balance to be spent when an expenditure is incurred for the restricted purpose. The Town considers committed, assigned or unassigned fund balance to be spent when an expenditure is incurred for purposes for which amounts in any of those fund balance classifications could be used.

Minimum Fund Balance Policy

The Town Council has not adopted a formal minimum fund balance policy. Generally, the Town strives to maintain sufficient unassigned General Fund balance to provide liquidity in the event of a budget shortfall or natural disaster.

ON-BEHALF PAYMENTS

In accordance with U.S. generally accepted accounting principles, on-behalf payments of \$1,063,531 received by the Town from the State of Florida for the benefit of the MPORT for the fiscal year ended September 30, 2024, have been recognized as intergovernmental revenue in the General Fund. The expenditure for the MPORT pension was recorded in the General Fund as Police Department personal services.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INTERFUND TRANSACTIONS

Transactions between funds during the year consist of loans, services provided, reimbursements or transfers. Loans are reported as Advances from Other Funds and Advances to Other Funds and are subject to elimination in the government-wide financial statements. Services, deemed to be reasonably equivalent in value, are treated as revenue and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are presented as transfers. Transfers between the governmental and business-type activities are eliminated in the government-wide financial statements.

IMPLEMENTATION OF NEW GASB STATEMENTS

The Town considered the new accounting standards which effective dates are applicable for the fiscal year ended September 30, 2024.

The implementation of GASB Statement No. 100, *Accounting Changes and Error Correction*, did not have a significant impact on the Town's financial statements.

GRANTS

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies. Any disallowed claims, including amounts already received in prior years, may constitute a liability of the Town for the return of those funds.

USE OF ESTIMATES

Management uses estimates and assumptions in preparing financial statements in accordance with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets, liabilities, and deferred inflows/outflows, the disclosure of contingent assets and liabilities, and the reported revenues and expenditures. Actual results could vary from the estimates that were used.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS

At September 30, 2024, the Town's cash and cash equivalents included petty cash of \$9,458 and deposits in demand deposit accounts of \$107,996,093. The demand deposit accounts of \$107,996,093 are held by financial institutions that comply with the requirements of Florida Statutes and have been designated as a qualified public depository by the State Treasurer of Florida. Qualified public depositories are required to pledge collateral to the State Treasurer with a fair value equal to a percentage of the average daily balance of all government deposits in excess of any federal deposit insurance. In the event of a default by a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories in the collateral pool. Accordingly, all deposits with qualified public depositories are considered fully insured or collateralized in accordance with the provisions of GASB Statements.

The MPORT's money market mutual fund of \$4,476,290, was held by the counterparty (securities brokers) in the name of the Town or MPORT, as applicable, but were not otherwise collateralized or secured. The money market mutual funds are reported at amortized cost.

Investments: Town ordinances authorize the Town to invest in the Florida PRIME external investment pool administered by the State Board of Administration ("SBA"); governmental investment pools authorized under Florida Statutes Section 163; direct obligations of or obligations unconditionally guaranteed by the U.S. Government; obligations of U.S. Government Agencies and Instrumentalities; interest bearing time deposits or savings accounts in State qualified public depositories; obligations of the Federal Farm Credit Banks, Federal Home Loan Mortgage Corporation, Federal Home Loan Bank, or obligations guaranteed by the Government National Mortgage Association; obligations of Fannie Mae; the Florida Municipal Investment Trust; state and local tax-exempt debt securities; floating rate securities, money market mutual funds and repurchase agreements invested exclusively in obligations of the U.S. Government and its Agencies and Instrumentalities; and, investments specifically authorized by Town ordinance or resolution. The Town's investment policy prohibits investing in equity securities, derivative investments and cash accounts not held by a qualified public depository.

The MPORT is authorized to invest in the same investments as the Town, bonds issued by the State of Israel and bonds, stocks or other evidence of equity or indebtedness issued or guaranteed by a corporation organized under the laws of the United States or organized territory of the United States, or the District of Columbia, provided that the corporation is listed on any one or more of the recognized national stock exchanges and, in the case of bonds only, holds an investment grade rating by a major rating service at the time of purchase. Additionally, the MPORT Board of Trustees may not invest more than twenty-five percent of MPORT assets in foreign securities, nor more than five percent of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company, nor shall the aggregate of these investments exceed seventy percent of the fund's assets.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

The investments of the Town and MPORT September 30, 2024, are summarized as follows:

	Town	Fiduciary Fund Pension Trust	Total
Florida PRIME	\$ 47,283,344	\$ --	\$ 47,283,344
Certificates of deposit (\$447,617 pledged - Note 13)	447,617	1,224,714	1,672,331
Money market mutual funds	--	4,476,290	4,476,290
Florida intergovernmental investment pool			
(FLCLASS)	12,235,570	--	12,235,570
(FLTRUST)	22,730,519	--	22,730,519
(FLPALM)	30,576,515	--	30,576,515
U.S. Government securities	28,555,517	3,724,398	32,279,915
U.S. Government Agency securities	--	19,105,780	19,105,780
Municipal obligations	456,565	--	456,565
Corporate obligations	798,346	11,360,845	12,159,191
Asset-backed bonds	--	1,572,385	1,572,385
Equity securities	--	11,000,207	11,000,207
Equity mutual funds	10,797,390	42,485,790	53,283,180
REIT index funds	--	3,438,841	3,438,841
Commingled real estate funds	--	3,940,679	3,940,679
International equity mutual funds	--	11,288,854	11,288,854
Total Investments	\$ 153,881,383	\$ 113,618,783	\$ 267,500,166

The total cash and cash equivalents and investments of the Town and MPORT are reported as follows:

	Town	Pension Trust	Total
Reported in the financial statements as:			
Cash and cash equivalents	\$ 107,663,982	\$ --	\$ 107,663,982
Restricted cash and cash equivalents	341,569	--	341,569
Total cash and cash equivalents	108,005,551	--	108,005,551
Investments	153,433,766	113,618,783	267,052,549
Restricted investments	447,617	--	447,617
Total Investments	153,881,383	113,618,783	267,500,166
Total Cash, Cash Equivalents and Investments	\$ 261,886,934	\$ 113,618,783	\$ 375,505,717

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

The Town's investment securities are held by the counterparty (securities broker) in the Town's name but are not otherwise collateralized or insured. The MPORT investment securities are held in custodial safekeeping accounts.

Florida PRIME consists of equity in an external investment pool administered by the State of Florida pursuant to statutory requirements and operated in a manner consistent with SEC Rule 2a7 of the Investment Company Act of 1940. Rule 2a7 allows SEC registered mutual funds to use amortized cost, rather than fair value, to report net position used to compute share prices if certain conditions are met.

Those conditions include restrictions on the types of investments held, restrictions on the term-to-maturity of individual investments and the dollar-weighted average of the portfolio, requirements for portfolio diversification, and requirements for divestiture considerations in the event of security downgrades and defaults, and required actions if the fair value of the portfolio deviates from amortized cost by a specified amount. The fair value of the position in the pool is considered to be the same as the Town's account balance (amortized cost) in the pool. The Town may withdraw funds from Florida PRIME on an overnight basis, generally without limitation or imposition of fees.

The Florida intergovernmental investment pool consists of FLCLASS, FLTRUST and FLPALM. FLCLASS, FLTRUST and FLPALM are organized under Florida Statutes Section 163, the Florida Interlocal Cooperation Act, by Florida public agencies for the purpose of operating an independent investment pool for local governments in Florida and is administered by a Board of Trustees elected by the participants in the pool. FLCLASS, FLTRUST and FLPALM are operated in a manner consistent with SEC Rule 2a7 of the Investment Company Act of 1940. FLCLASS, FLTRUST and FLPALM are measured at net asset value. The Town may withdraw funds from FLCLASS, FLTRUST and FLPALM on an overnight basis, generally without limitation or imposition of fees.

FAIR VALUE OF INVESTMENTS

The Town follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Town has the ability to access at the measurement date.

Level 2

Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the Town's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques but may also include the use of market prices of assets that are not directly comparable to the subject asset. The Town does not have any investments categorized as Level 3.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the Town's perceived risk of that investment.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Valuation Methodologies

The following valuation methods and assumptions were used by the Town and MPORT in estimating the fair value of financial instruments that are measured at fair value on a recurring basis under GASB Statement No. 72:

Equity securities and REIT index funds: Valued at the closing price reported on the active exchange on which the individual securities are traded.

Equity mutual funds: Valued at the net asset value reported on the active exchange on which the funds are traded.

U.S. Government and U.S. Government Agency securities, negotiable certificates of deposit, tax-exempt state and local debt securities, corporate obligations, and asset-backed bonds: Valued at the closing price reported on the national exchange on which the individual securities are actively traded. Securities that are not actively traded are valued by the investment custodian using a matrix pricing technique based on the securities' relationship to quoted benchmark prices.

Investments measured at net asset value ("NAV"): Certain investments are valued at the unadjusted NAV per share, calculated at September 30, 2024 in a manner consistent with the Financial Accounting Standard Board's measurement principles for investment companies based on the fair value of the underlying fund investments, as determined by the fund manager. Real estate values may be based upon independent appraisals performed for assets held by the fund or may be estimated by the fund manager. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at September 30, 2024.

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Town and MPORT believe their valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the fiscal year ended September 30, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Fair Value of Investments

The financial assets measured at fair value on a recurring basis include the Town's investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2024. The Town's and MPORT's investments at September 30, 2024 are summarized as follows:

	Reported Value	Fair Value Measurements Using		
		(Level 1 Inputs)	(Level 2 Inputs)	(Level 3 Inputs)
Debt Investments				
U.S. Government securities	\$ 32,279,915	\$ 32,279,915	\$ --	\$ --
U.S. Government agencies	19,105,780	--	19,105,780	--
Certificates of deposit	1,224,714	1,224,714	--	--
Municipal obligations	456,565	--	456,565	--
Corporate obligations	12,159,191	--	12,159,191	--
Asset-backed bonds	1,572,385	--	1,572,385	--
Total Debt Securities	<u>66,798,550</u>	<u>33,504,629</u>	<u>33,293,921</u>	<u>--</u>
Equity Investments				
Equity securities	11,000,207	11,000,207	--	--
Equity mutual funds	53,283,180	53,283,180	--	--
REIT index funds	3,438,841	3,438,841	--	--
International equity mutual funds	11,288,854	11,288,854	--	--
Total Equity Securities	<u>79,011,082</u>	<u>79,011,082</u>	<u>--</u>	<u>--</u>
Total Investments by Fair Value Level	<u>145,809,632</u>	<u>\$ 112,515,711</u>	<u>\$ 33,293,921</u>	<u>\$ --</u>
Investment Measured at NAV				
Commingled real estate funds	3,940,679			
Florida intergovernmental investment pools				
FLTRUST	22,730,519			
FLCLASS	12,235,570			
FLPALM	30,576,515			
Investments measured at amortized cost				
Florida PRIME	47,283,344			
Certificates of deposit	447,617			
Money market mutual funds	<u>4,476,290</u>			
Total Investments	<u>\$ 267,500,166</u>			

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

The following table summarized investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions:

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Real estate fund (1)	\$ 3,940,679	\$ --	Quarterly	10 days
FLTRUST (2)	22,730,519	--	Daily	Same day
FLCLASS (3)	12,235,570	--	Daily	Same day
FLPALM (4)	30,576,515	--	Daily	Same day
Total	<u>\$ 69,483,283</u>	<u>\$ --</u>		

(1) Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.

(2) FLTRUST: The fund is designed to invest in short-to-intermediate securities and have returns generally greater than the national average for money market instruments.

(3) FLCLASS: The fund invests in high-quality short-to-medium securities chosen to provide safety and liquidity while prioritizing investment earnings.

(4) FLPALM: The fund invests in high-quality money market instruments to earn the highest income consistent with preserving principal and maintaining liquidity.

CUSTODIAL CREDIT RISK

Custodial credit risk is defined as the risk that the Town may not recover cash and investments held by another party in the event of a financial failure. The Town's investment policy requires investments to be held in third party custodial safekeeping accounts in the name of the Town. At September 30, 2024, all Town investments were held in custodial safekeeping accounts in the name of the Town or MPORT.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

FOREIGN CURRENCY RISK

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. MPORT had \$11,288,854 invested in U.S. dollar denominated international equity mutual funds and \$1,221,326 in foreign bonds at September 30, 2024. All investments are denominated in U.S. dollars, therefore no foreign currency risk exists.

INTEREST RATE RISK

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. Town policy requires at least 30% of the investment portfolio to mature within one year; no more than 10% may mature in more than five years; and, no investment may have a maturity of more than 15 years. The MPORT investment policy does not limit investment maturities. At September 30, 2024, Florida PRIME had a weighted average maturity of 39 days, FLCLASS had a weighted average maturity of 84 days, FLTRUST has a weighted average maturity of 1.6 years, FLPALM has a weighted average maturity of 42 days and the money market mutual funds had a weighted average maturity of less than 90 days. The following table summarizes the scheduled maturities of debt securities of the Town and MPORT at September 30, 2024.

	Fair Value of Investment Maturities				
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years	Total
Debt Securities					
U.S. Government securities	\$11,457,719	\$17,636,848	\$ 628,981	\$ 2,556,367	\$ 32,279,915
U.S. Government Agency securities	--	--	3,168,471	15,937,309	19,105,780
Certificates of deposit	--	1,224,714	--	--	1,224,714
Municipal obligations	456,565	--	--	--	456,565
Corporate obligations	--	3,554,442	3,844,483	3,538,940	10,937,865
Foreign Bonds	--	242,553	371,221	607,552	1,221,326
Asset-backed bonds	--	1,441,511	--	130,874	1,572,385
Total	<u>\$11,914,284</u>	<u>\$24,100,068</u>	<u>\$ 8,013,156</u>	<u>\$22,771,042</u>	<u>\$ 66,798,550</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

CREDIT RISK

Credit risk is the risk that a debt issuer will not fulfill its obligations. The Town's investment policy requires that investments in debt securities, Florida PRIME and money market mutual funds be rated in one of the top two investment grades by a Nationally Recognized Statistical Rating Organization ("NRSRO") and the MPORT requires an investment grade rating (BBB or higher) by an NRSRO when purchased. The MPORT utilizes ratings from Standard and Poor's and Moody's Investor Services for investments.

Florida PRIME, FLCLASS, FLTRUST and the money market mutual funds owned by the Town and MPORT are rated AAAm. The NRSRO ratings for the investment securities of the Town and MPORT at September 30, 2024, are summarized as follows:

Investment Type	NRSRO Rating	Fair Value
U.S. Government securities	AA+	\$ 32,279,915
U.S. Government Agency securities	AA+	19,105,780
Negotiable certificates of deposit	AA+	1,224,714
Municipal obligations	AA	456,565
Corporate obligations	AAA - BBB	10,937,865
Foreign Bonds	AAA - BBB	1,221,326
Asset-backed bonds	AAA	1,572,385
Total		\$ 66,798,550

CONCENTRATION OF CREDIT RISK

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of an investment in a single issuer. The Town's investment policy limits investments held by any single financial institution to a maximum of 50% of the total cost of the investment portfolio, excluding securities held under a third party safekeeping agreement. In the MPORT, securities of a single issuer are limited to no more than 5% of the net position of the pension fund invested in common stocks and debt securities. Investments in mutual funds and money market accounts are excluded from the concentration of credit risk disclosure requirement. At September 30, 2024, the MPORT had investments in the following mutual funds that represented more than 5% of the Plan's total investments: Fidelity Mid Cap Index Fund (12.3%), American Euro Pacific Growth Fund (9.9%), SPDR Bloomberg Convertible Fund (5.0%), Fidelity Large Cap Value Index Fund (5.7%) and Fidelity Large Cap Growth Index Fund (9.3%).

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

RISKS AND UNCERTAINTIES

The investments of the Town and MPORT include securities, mutual funds and other investments which are exposed to various risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements. The value, liquidity, and related income of certain securities with contractual cash flows, such as asset-backed securities, collateralized mortgage obligations, commercial mortgage-backed securities and real estate funds or pooled funds investing in these securities or entities, are particularly sensitive to changes in economic conditions, including real estate value, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable and allowance for uncollectible accounts at September 30, 2024, consist of the following:

	Gross Accounts Receivable	Allowance For Doubtful Accounts	Net Receivable
Governmental Activities / Funds			
General Fund - Accounts	\$ 2,218,372	\$ (4,282)	\$ 2,214,090
Capital Improvement	<u>56,354</u>	<u>--</u>	<u>56,354</u>
Total Governmental Activities / Funds	2,274,726	(4,282)	2,270,444
Business-type Activities / Enterprise Funds			
Water System Fund - Utility accounts	1,529,629	(12,908)	1,516,721
Stormwater Fund - Utility accounts	<u>193,563</u>	<u>(1,332)</u>	<u>192,231</u>
Total Business-type Activities / Enterprise Funds	<u>1,723,192</u>	<u>(14,240)</u>	<u>1,708,952</u>
Total Reported in the Statement of Net Position	<u>\$ 3,997,918</u>	<u>\$ (18,522)</u>	<u>\$ 3,979,396</u>

Noncurrent receivables in the Proprietary Funds of \$3,393,254 have no allowance for uncollectible accounts at September 30, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – NOTES RECEIVABLE

LAND SALE

The Town has a note receivable from the Community Redevelopment Fund related to a parcel of land. During 2013, the Town closed on the sale of a parcel of land to a private owner and received a note receivable for a portion of the sales price. The note is non-interest bearing and is due in 177 monthly installments of \$800 until fully paid. In lieu of cash payments on the note, the Town and the private owner agreed that the owner shall pay all ongoing costs associated with the operation and maintenance of a public restroom facility located on the property sold by the Town and the owner will receive a monthly credit of \$800 against the promissory note. The note receivable balance was \$46,352 at September 30, 2024.

NOTE 5 – ADVANCES FROM/TO OTHER FUNDS

ADVANCES DUE FROM CRA

The Town's General Fund and Capital Improvements Fund have advanced funds to the CRA for the purchase of property, construction of public improvements and redevelopment activities within the boundaries of the CRA. The Town and the CRA have entered into an interlocal agreement for the repayment of these advances to the General Fund and Capital Improvements Fund by the CRA, with interest at 3.0%, through the fiscal year ending September 30, 2027. The repayment of the advances ranges from approximately \$793,000 in 2023 to \$1.1 million in 2026, with a final payment of \$524,000 due in 2027, and generally increases each year commensurate with the expected increases in the CRA's tax increment revenues resulting from the redevelopment activities. The outstanding advances payable to the General Fund and Capital Improvements Fund totaled \$2,008,899 and \$448,364, respectively, at September 30, 2024 and are considered to be noncurrent because the repayments are not expected to be available under the modified accrual basis of accounting.

ADVANCE DUE FROM STORMWATER FUND

In 2020, the Town's Water System Fund advanced funds in the amount of \$5.7 million to the Stormwater Fund to be used for various capital improvement projects. The interfund loan agreement provides for the repayment of these advances to the Water System Fund by the Stormwater Fund, with interest at 2.3%, through the fiscal year ending September 30, 2034. Repayment of the advance will be made in annual payments of approximately \$454,000, including principal and interest. The outstanding advance payable to the Water System Fund was \$4,011,479 at September 30, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – CAPITAL ASSETS

The Town's capital asset activity for the year ended September 30, 2024, is summarized as follows:

	Beginning Balances	Additions	Deletions	Reclassifications	Ending Balances
Governmental Activities					
Capital Assets Not Being Depreciated:					
Land	\$ 48,362,544	\$ --	\$ --	\$ --	\$ 48,362,544
Construction in progress	18,615,739	2,550,596	--	(18,615,739)	2,550,596
Capital Assets Not Being Depreciated	66,978,283	2,550,596	--	--	50,913,140
Capital Assets Being Depreciated/Amortized:					
Buildings	43,701,390	4,267,967	(4,909,113)	18,615,739	61,675,983
Improvements	58,047,276	2,063,146	(1,768,384)	--	58,342,038
Machinery and equipment	10,731,860	3,215,740	(530,160)	--	13,417,440
Infrastructure	57,794,581	--	--	--	57,794,581
Subscription-based assets (Right-to-use-assets)	3,444,097	46,054	--	--	3,490,151
Total Capital Assets Being Depreciated/Amortized	173,719,204	9,592,907	(7,207,657)	18,615,739	194,720,193
Less: Accumulated Depreciation/Amortization for:					
Buildings	(20,651,830)	(1,499,405)	4,258,241	--	(17,892,994)
Improvements	(31,155,222)	(1,642,201)	1,476,835	--	(31,320,588)
Machinery and equipment	(8,086,827)	(1,098,437)	516,434	--	(8,668,830)
Infrastructure	(29,770,723)	(1,772,141)	--	--	(31,542,864)
Subscription-based assets (Right-to-use-assets)	(453,819)	(480,519)	--	--	(934,338)
Total Accumulated Depreciation and Amortization	(90,118,421)	(6,492,703)	6,251,510	--	(90,359,614)
Depreciable capital assets, net of accumulated depreciation/amortization	83,600,783	3,100,204	(956,147)	18,615,739	104,360,579
Total Capital Assets, Net	\$ 150,579,066	\$ 5,650,800	\$ (956,147)	\$ 18,615,739	\$ 155,273,719

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – CAPITAL ASSETS (CONTINUED)

	Beginning Balances	Additions	Deletions	Reclassifications	Ending Balances
Business-type Activities					
Capital Assets Not Being Depreciated:					
Land	\$ 569,123	\$ --	\$ --	\$ --	\$ 569,123
Construction in progress	16,260,861	16,613,803	(6,639,618)	--	26,235,046
Total Capital Assets Not Being Depreciated	16,829,984	16,613,803	(6,639,618)	--	26,804,169
Capital Assets Being Depreciated/Amortized:					
Building and plant	107,967,748	2,608,737	--	--	110,576,485
Improvements	249,080,837	6,707,740	--	--	255,788,577
Machinery and equipment	34,532,019	1,832,396	(366,681)	--	35,997,734
Subscription-based assets (Right-to-use-assets)	227,635	--	--	--	227,635
Total Capital Assets Being Depreciated/Amortized	391,808,239	11,148,873	(366,681)	--	402,590,431
Less: Accumulated Depreciation and Amortization for:					
Buildings and plant	(51,280,871)	(3,144,565)	--	--	(54,425,436)
Improvements	(106,771,826)	(3,377,992)	--	--	(110,149,818)
Machinery and equipment	(25,539,622)	(1,316,646)	331,242	--	(26,525,026)
Subscription-based assets (Right-to-use-assets)	(76,196)	(80,528)	--	--	(156,724)
Total Accumulated Depreciation and Amortization	(183,668,515)	(7,919,731)	331,242	--	(191,257,004)
Depreciable capital assets, net of accumulated depreciation/amortization	208,139,724	3,229,142	(35,439)	--	211,333,427
Total Capital Assets, Net	\$ 224,969,708	\$ 19,842,945	\$ (6,675,057)	\$ --	\$ 238,137,596

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – CAPITAL ASSETS (CONTINUED)

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental Activities	
General government	\$ 3,539,497
Public safety	658,717
Engineering and public works	1,157,803
Culture and recreation	<u>1,136,686</u>
Total Governmental Activities	
Depreciation and Amortization Expense	<u><u>\$ 6,492,703</u></u>
Business-type Activities	
Water system	\$ 6,855,326
Stormwater	999,619
Building	<u>64,786</u>
Total Business-type Activities	
Depreciation and Amortization Expense	<u><u>\$ 7,919,731</u></u>

NOTE 7 – NONCURRENT LIABILITIES

GOVERNMENTAL ACTIVITIES

Changes in governmental activities noncurrent liabilities for the year September 30, 2024, are summarized as follows:

	Beginning			Ending	Due
	Balances	Additions	Deletions	Balances	Within
					One Year
Governmental Obligation Bonds					
Series 2021 (Refunding Bonds)	\$ 2,261,137	\$ --	\$ 1,128,509	\$ 1,132,628	\$ 1,132,628
Series 2021 (Land Acquisition Debt)	1,696,241	--	846,555	849,686	849,686
Subscription liability	2,928,613	41,054	437,740	2,531,927	432,993
Compensated absences	<u>3,902,180</u>	<u>464,323</u>	<u>116,458</u>	<u>4,250,045</u>	<u>280,300</u>
Total Long-Term Debt	10,788,171	<u>\$ 505,377</u>	<u>\$ 2,529,262</u>	8,764,286	<u>\$ 2,695,607</u>
Current maturities	<u>(2,219,641)</u>			<u>(2,695,607)</u>	
Totals	<u>\$ 8,568,530</u>			<u>\$ 6,068,679</u>	

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

GOVERNMENTAL ACTIVITIES (CONTINUED)

The debt service for the General Obligation Bonds is payable from ad valorem taxes. Compensated absences, pension liabilities and other postemployment benefits liabilities are generally liquidated by the General Fund from available non-ad valorem revenues. The tax increment incentive is payable by the CRA from taxes.

GENERAL OBLIGATION BONDS (REFUNDING BONDS) - SERIES 2021

In September 2021, the Town issued \$4,505,858 in General Obligation Bonds (Refunding Bonds), Series 2021 to advance refund the Series 2005 General Obligation Bonds. The proceeds of the Series 2021 Bonds were placed in irrevocable trust to purchase U.S. Government securities which were used, along with all interest earnings, for the sole purpose of paying future debt service on the refunded bonds. The Series 2021 General Obligation Refunding Bonds have an interest rate of 0.73%. The bonds require semiannual payments of interest starting January 1, 2022 and four annual payments of principal and interest commencing July 1, 2022 through maturity on July 1, 2025. The net cash flow savings was \$169,761.

The debt service requirements of the General Obligation Bonds (Refunding Bonds) – Series 2021 are as follows:

GENERAL OBLIGATION BONDS (REFUNDING BONDS) - SERIES 2021

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	<u>\$ 849,686</u>	<u>\$ 6,288</u>	<u>\$ 855,974</u>
	<u><u>\$ 849,686</u></u>	<u><u>\$ 6,288</u></u>	<u><u>\$ 855,974</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

GENERAL OBLIGATION BONDS (LAND ACQUISITION BONDS) - SERIES 2021

In September 2021, the Town issued \$3,380,000 in General Obligation Bonds (Land Acquisition Bonds), Series 2021 for the reimbursement for the purchase of land at 500 N. Delaware. The Land Acquisition Bonds have an interest rate of 0.74%. The bonds require semiannual payments of interest starting January 1, 2022 and four annual payments of principal and interest commencing July 1, 2022 through maturity on July 1, 2025.

The debt service requirements of the General Obligation Bonds (Land Acquisition Bonds) – Series 2021 are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	<u>\$ 1,132,628</u>	<u>\$ 8,268</u>	<u>\$ 1,140,896</u>
Total	<u><u>\$ 1,132,628</u></u>	<u><u>\$ 8,268</u></u>	<u><u>\$ 1,140,896</u></u>

BOND RATINGS

Standard & Poor's Rating Services rates the Town's outstanding general obligation bonds as AAA. Moody's Investor Service rates the Town's outstanding general obligation bonds as AAA.

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town has entered into various subscription-based information technology agreements for software programs. The agreements require annual payments varying from \$10,682 to \$338,494 over two to ten years with an interest rate of 2.31% to 3.31% and final payments due September 30, 2032. During the year ended September 30, 2024, principal and interest paid were \$437,740 and \$97,068 respectively. Future principal and interest payments as of September 30, 2024, are as follows:

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (CONTINUED)

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 432,993	\$ 83,561	\$ 516,554
2026	283,883	69,494	353,377
2027	278,434	60,060	338,494
2028	287,647	50,847	338,494
2029	297,165	41,328	338,493
2030-2032	<u>951,805</u>	<u>63,674</u>	<u>1,015,479</u>
Total	<u><u>\$ 2,531,927</u></u>	<u><u>\$ 368,964</u></u>	<u><u>\$ 2,900,891</u></u>

Amounts of subscription assets by major classes of underlying assets were as follows as of the fiscal year ended September 30, 2024:

<u>Asset Class</u>	<u>Asset Value</u>	<u>Accumulated Amortization</u>	<u>Carrying Value</u>
Software	<u>\$ 3,490,151</u>	<u>\$ 934,338</u>	<u>\$ 2,555,813</u>

BUSINESS-TYPE ACTIVITIES

Changes in business-type activities noncurrent liabilities for the fiscal year ended September 30, 2024, are summarized as follows:

	<u>Balance at Beginning of Year</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance at End of Year</u>	<u>Amounts Due Within One Year</u>
Water revenue Bonds / Note Series 2013	\$ 9,538,000	\$ --	\$ 1,627,500	\$ 7,910,500	\$ --
Subscription liability	138,218	--	86,242	51,976	51,976
Compensated absences	<u>1,009,356</u>	<u>39,662</u>	<u>57,858</u>	<u>991,160</u>	<u>144,899</u>
Total Long-Term Debt	10,685,574	<u>\$ 39,662</u>	<u>\$ 1,771,600</u>	8,953,636	<u>\$ 196,875</u>
Current maturities	<u>(125,000)</u>			<u>(196,875)</u>	
Net Long-Term Debt	<u><u>\$ 10,560,574</u></u>			<u><u>\$ 8,756,761</u></u>	

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

WATER REVENUE REFUNDING BONDS - SERIES 2013

On August 9, 2013, the Town issued \$28,130,000 Water Revenue Refunding Bonds - Series 2013 (the "Series 2013 Bonds") to a financial institution to currently refund the outstanding principal balance of \$6,155,000 on the Water Revenue Refunding Bonds - Series 2002 and \$21,930,000 Water Revenue Refunding Bonds – Series 2003. The refunding resulted in an economic gain of \$2,245,124 and reduced the total debt service payments by \$8,481,910. The Series 2013 Bonds are payable from and collateralized by the proceeds from pledged net revenues of the water system (as defined in the note agreement) and connection charges. Interest on the Series 2013 Bonds is payable at 2.336% on each April 1 and October 1 and principal payments are due each October 1 through maturity on October 1, 2029. Upon occurrence of an event of default, the bank may declare the entire debt then remaining unpaid immediately due and payable and obligate the Town to cover all costs of collection and enforcement. During the period of default, the note shall bear interest at a rate of the lesser of 18% or the maximum rate permitted by law. Additionally, any acceleration of the note obligates the Town to a prepayment fee as determined by the bank.

The debt service requirements of the Series 2013 Bonds are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025 (*)	\$ --	\$ 203,778	\$ 203,778
2026	1,657,500	165,413	1,822,913
2027	1,617,000	127,171	1,744,171
2028	1,633,500	89,209	1,722,709
2029	1,644,500	50,926	1,695,426
2030	<u>1,358,000</u>	<u>15,860</u>	<u>1,373,860</u>
Total	<u>\$ 7,910,500</u>	<u>\$ 652,357</u>	<u>\$ 8,562,857</u>

(*) Payment made in September 2024 for principal and interest due on October 1, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

PLEDGED UTILITY REVENUE

The Town has pledged the future net revenues (as defined in the bond resolutions and loan agreement, but generally customer revenues and connection charges, net of specified operating expenses) of the water utility system (the “System”) to repay the outstanding revenue bonds and note issued to finance improvements to the System. The water revenue bonds and note are payable solely from the net revenues of the System through 2030. Annual principal and interest payments on the bonds and note are expected to require less than 30 percent of the System net revenues. Total principal and interest remaining to be paid on the water revenue bonds is \$8,562,857 at September 30, 2024. Principal and interest paid on the water revenue bonds and net revenues of the System for 2024 were \$1,850,078 and \$17,635,161, respectively.

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town has entered into various subscription-based information technology agreements for software programs. The agreements require annual payments varying from \$35,821 to \$53,598 over two to three years with an interest rate ranging from 2.31% to 3.12%. and final payments due September 30, 2025. During the year ended September 30, 2024, principal and interest paid were \$86,242 and \$4,024 respectively. Future principal and interest payments as of September 30, 2024, are as follows:

<u>Fiscal Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 51,976	\$ 1,622	\$ 53,598
Total	<u>\$ 51,976</u>	<u>\$ 1,622</u>	<u>\$ 53,598</u>

Amounts of subscription assets by major classes of underlying assets were as follows as of the fiscal year ended September 30, 2024:

<u>Asset Class</u>	<u>Asset Value</u>	<u>Accumulated Amortization</u>	<u>Carrying Value</u>
Software	<u>\$ 227,635</u>	<u>\$ 156,726</u>	<u>\$ 70,909</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

DEFEASED BONDS

The Town defeased certain general obligation bonds and revenue bonds by placing the proceeds of the new bonds in irrevocable trust accounts to provide for all future debt service payments on the defeased bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Town's financial statements. At September 30, 2024, the outstanding principal of the defeased bonds considered extinguished under these funding arrangements is as follows:

Water Revenue Bonds, Series 2003	\$ 12,035,000
General Obligation Bonds, Series 2005	<u>1,180,000</u>
Total Defeased Bonds	<u>\$ 13,215,000</u>

ANNUAL MATURITIES

The aggregate maturities for all long-term debt of the Town at September 30, 2024 are as follows:

<u>Fiscal Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 1,982,314	\$ 218,334	\$ 2,200,648
2026	1,657,500	165,413	1,822,913
2027	1,617,000	127,171	1,744,171
2028	1,633,500	89,209	1,722,709
2029	1,644,500	50,926	1,695,426
2030	<u>1,358,000</u>	<u>15,860</u>	<u>1,373,860</u>
Total	<u>\$ 9,892,814</u>	<u>\$ 666,913</u>	<u>\$ 10,559,727</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – NONCURRENT LIABILITIES (CONTINUED)

EVENTS OF DEFAULT

The Town's failure to pay the principal or interest on debt when due or failure to observe and perform any covenant, condition, agreement or provision in any indenture applicable to the Town's various debt obligations, constitutes an event of default for the Town. In the event of a default, bondholders may sue to enforce their rights. In certain cases, in the event of a default, the interest rate may be increased.

NOTE 8 – RESTRICTED ASSETS

Cash and investments held by the Town that are subject to externally imposed restrictions on their withdrawal and use for other than current operations are reported as restricted assets. Net position is restricted to the extent that restricted assets exceed the respective liabilities payable from restricted assets and any unspent bond proceeds.

Restricted investments and the related liabilities and restricted net position/fund balance of the governmental activities and governmental funds at September 30, 2024 are summarized as follows:

	Restricted Investments, Cash and Cash Equivalents	Liabilities Payable From Restricted Assets	Unspent Debt Proceeds	Restricted Net Position/ Fund Balance
Governmental Activities/Funds				
Restricted for:				
Environmental land acquisition	\$ 341,569	\$ --	\$ 341,569	\$ --
Economic development	<u>447,617</u>	<u>--</u>	<u>--</u>	<u>447,617</u>
Total	<u><u>\$ 789,186</u></u>	<u><u>\$ --</u></u>	<u><u>\$ 341,569</u></u>	<u><u>\$ 447,617</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – INTERFUND TRANSACTIONS

Advances to/from other funds at September 30, 2024 are summarized as follows:

Receivable Fund	Payable Fund	Amount
General Fund	Community Redevelopment Fund	\$ 2,008,899
Capital Improvements Fund	Community Redevelopment Fund	448,364
Water System Fund	Stormwater Fund	<u>4,011,479</u>
Total		<u>\$ 6,468,742</u>

The outstanding balances between funds generally result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. The amount payable by the Community Redevelopment Fund is for initial working capital and property received from the General Fund and approximately \$893,000 of the balance is scheduled to be collected in the subsequent year. The amount payable by the Stormwater Fund is a loan from the Water System Fund for capital improvements and approximately \$361,000 of the balance is scheduled to be collected in the subsequent year.

Interfund transfer activity for the fiscal year ended September 30, 2024, is summarized as follows:

Transfer To	Transfer From	Amount
General Fund	Nonmajor Governmental Funds	\$ 2,000,000
Capital Improvements Fund	General Fund	1,042,441
Capital Improvements Fund	Nonmajor Governmental Funds	4,581,618
Capital Improvements Fund	Water System Fund	142,869
Capital Improvements Fund	Building Fund	345,267
Nonmajor Governmental Funds	General Fund	11,282,673
Water System Fund	American Rescue Plan Fund	262,125
Stormwater Fund	American Rescue Plan Fund	208,980
Stormwater Fund	Nonmajor Governmental Funds	<u>22,810</u>
Total		<u>\$ 19,888,783</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – INTERFUND TRANSACTIONS (CONTINUED)

Transfers were used to: (1) move revenue from the fund that is required to collect it to the fund that is required or allowed to expend it; and, (2) use excess revenue collected in certain funds to finance various programs and projects accounted for in other funds in accordance with budgetary authorizations.

NOTE 10 – EMPLOYEE RETIREMENT PLANS

The Town of Jupiter administers one single-employer, defined benefit pension plan, the Municipal Police Officers' Retirement Trust ("MPORT"), which covers all sworn police officers. The Town also participates in the Florida Retirement System ("FRS") Pension Plan and the Retiree Health Insurance Subsidy ("HIS") Trust Fund, both of which are multiple-employer, cost-sharing, defined benefit public employee retirement plans administered by the State of Florida. FRS and HIS cover all Town employees, excluding sworn police officers covered by MPORT. The net pension liability/asset, deferred outflows/inflows of resources related to pensions and pension expense related to these retirement plans are summarized as follows at September 30, 2024:

	MPORT	FRS	HIS	Total
Net Pension Liability	<u>\$ 8,463,468</u>	<u>\$ 16,939,349</u>	<u>\$ 6,994,107</u>	<u>\$ 32,396,924</u>
Deferred Outflows/Inflows				
Deferred outflows of resources	<u>\$ 776,363</u>	<u>\$ 4,814,620</u>	<u>\$ 333,868</u>	<u>\$ 5,924,851</u>
Deferred inflows of resources	<u>\$ 3,049,158</u>	<u>\$ 1,340,990</u>	<u>\$ 1,100,857</u>	<u>\$ 5,491,005</u>
Pension Expense	<u>\$ 4,459,970</u>	<u>\$ 2,500,248</u>	<u>\$ 200,999</u>	<u>\$ 7,161,217</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

MUNICIPAL POLICE OFFICERS’ RETIREMENT TRUST (“MPORT”)

The Municipal Police Officers’ Retirement Trust (“MPORT”) is a single-employer, defined benefit pension plan. The plan is administered by the MPORT pension board consisting of five members, two of which are Town residents appointed by the Town Council; two of which are police officers elected by members of the MPORT; and, one person selected by a majority of the other four members and appointed by the Town Council. The Board has the ability to make recommendations on establishing and amending pension plan provisions which can only be authorized by the Town Council. When the Town Council adopted Ordinance 9-95 on March 21, 1995, participation in the plan became mandatory for all full-time police officers entering employment on or after April 1, 1995.

The MPORT issues a publicly available, stand-alone financial report. The MPORT financial report may be obtained by writing to the Finance Department, Town of Jupiter, 210 Military Trail, Jupiter, Florida 33458 or by calling (561) 746-5134. Membership in the MPORT was comprised of the following at October 1, 2024, the date of the latest actuarial valuation:

Active employees	93
Retirees and beneficiaries receiving benefits	80
DROP participants	24
Inactive employees	<u>1</u>
Total Members	<u>198</u>

The Town is required to contribute an actuarially determined amount necessary to pay the annual normal cost of the plan plus the additional amount needed to amortize any unfunded accrued liability. Members hired prior to March 6, 2012, are referred to as “Tier One” employees and members hired on or after March 6, 2012, are referred to as “Tier Two” employees. Contributions by Plan members and the Town are established and may be amended by Town ordinance. Tier one employees, are required to contribute 8.78% of salary effective October 1, 2012; 9.25% of salary effective October 1, 2014; and, 10.00% of salary effective October 1, 2015. Tier Two employees are required to contribute 10.00% of salary. Pursuant to Florida Statutes, Chapter 185, the State collects a tax on insurance premiums for property and casualty coverage and annually remits a contribution to the MPORT. Administrative costs of the MPORT are financed through investment earnings.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

RETIREMENT AND OTHER BENEFITS

The MPORT provides retirement, death, and disability benefits for its members. Tier One employees may retire with normal benefits after the earlier of: (1) age 60; (2) age 55 with 10 years of credited service; or (3) when the total of the member's age, computed in terms of full months, plus the member's credited service, computed in terms of full months, equals 780 months. Tier Two employees may retire with normal benefits after the earlier of: (1) age 55 with 10 years of credited service; or (2) when the total of the member's age, computed in terms of full months, plus the member's credited service, computed in terms of full months, equals 840 months and the member has 25 years of credited service.

Normal retirement benefits are 3.0% (2.75% for Tier Two employees) of the member's average monthly salary multiplied by years of credited service at the normal retirement date (limited to 25 years for Tier Two employees). Average monthly salary for purposes of calculating benefits is the average of covered salary over the highest three years out of the last ten years of credited service. Reduced early retirement benefits are available once a member reaches age 50 and accumulates 10 years of credited service.

The early retirement benefit for Tier One employees is equal to the accrued benefit reduced by 3.0%, multiplied by the number of years by which the starting date of the benefit precedes age 55. For Tier Two employees, the early retirement benefit is equal to the accrued benefit reduced by 3.0% for every 24 months by which the starting date of the benefit precedes 840 months. The accrued benefit is that portion of a member's normal retirement benefit earned at any point in time. A supplemental benefit of \$100 per month is available for members, plus for members who retire on or after October 1, 2001, a monthly benefit equal to the lesser of (1) \$150 or (2) the greater of (a) \$30 and (b) \$5 multiplied by credited service. The supplemental benefit is reduced for early retirement. Members in DROP are not eligible to receive supplemental benefits until their DROP participation ends.

Eligibility for disability benefits begins from the member's date of hire. The amount of the monthly benefit due to a total and permanent disability is: (1) the greater of (a) 60% of the covered salary at the time of the member's disability or (b) the monthly income payable for ten years certain that can be provided by the single sum value of the member's accrued benefit; plus (2) the supplemental benefit. This benefit is payable until the member's death or recovery. Effective March 6, 2012, members with a disability not incurred in the line of duty are eligible for Disability Retirement benefits after completion of 10 years of service.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

DEFERRED RETIREMENT OPTION PLAN (“DROP”)

Tier One Members are eligible to enter DROP at the Tier One Normal Retirement Date. Tier Two Members are eligible to enter DROP the first of the month coincident with or next following the earlier of: (1) the Tier Two Normal Retirement Date, or, (2) 22 years of Credited Service regardless of age with no reduction in the Tier Two Accrued Benefit for DROP entry prior to the Tier Two Normal Retirement Date.

The Accrued Benefit is frozen at DROP entry and accumulates in DROP. Participants in DROP are not eligible for death or disability benefits. The Supplemental Benefit is not payable while a Member is in DROP. The maximum DROP participation duration was extended from 5 years to 8 years effective March 6, 2012. Members in the DROP on March 6, 2012 were allowed to elect the 8 year DROP by agreeing to pay contributions at the employee contribution rate in effect at DROP entry for the remainder of the initial 5 years of DROP participation with 1/3 of these contributions credited to the members' DROP account. None of the members in DROP on March 6, 2012 exercised this option.

For Tier One members who enter DROP after March 6, 2012, employee contributions continue at the rate in effect on the date of entry into DROP for the first four years of DROP participation with 1/3 of these contributions credited to the members' DROP account. For Tier Two DROP entrants, employee contributions continue for all years of DROP participation with 1/4 of these contributions credited to the members' DROP account. Tier Two maximum DROP participation is based on creditable years of service.

The balance of amounts held under DROP was \$12,034,893 at September 30, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the MPORT are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value, except for money market mutual funds which are reported at amortized cost, and are classified as investments in the financial statements. Investment securities are valued at the closing price reported on the national exchange on which the individual securities are actively traded. Securities that are not actively traded are valued using a matrix pricing technique based on the securities' relationship to quoted benchmark prices. Net asset values of commingled real estate funds are determined by the fund managers using the fair values of the underlying investments of the fund. Net appreciation or depreciation in the fair value of investments includes the difference between the fair value and cost of the investments held, as well as the net realized and unrealized gains and losses for securities sold during the period. Interest and dividend income are recognized on the accrual basis when earned. Purchases and sales of investments are recorded on a trade date basis. Investment earnings are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms.

INVESTMENT POLICY

The policy in regard to the allocation of invested assets is established and may be amended by a majority vote of the Board of the MPORT. It is the policy of the MPORT Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policy of the MPORT discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no changes in the investment policy of the MPORT for the fiscal year ended September 30, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

INVESTMENT POLICY (CONTINUED)

The asset allocation policy adopted by the MPORT Board at September 30, 2024 was as follows:

Asset Class	
Domestic equity	37%
International equity	15%
Convertible equity	5%
Infrastructure	5%
Fixed income	29%
Private real estate	5%
Real estate investment trusts (REITs)	3%
Cash	1%
Total	100%

RATE OF RETURN

For the year ended September 30, 2024, the annual money-weighted rate of return on MPORT's investments, net of investment expenses, was 21.6%. The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

NET PENSION LIABILITY

The components of the net pension liability for MPORT for the most recent actuarial valuation as of October 1, 2024, as reported by the actuary in the September 30, 2024 Supplement, were as follows:

Total pension liability	\$ 122,539,900
Less plan fiduciary net position	<u>(114,076,432)</u>
Net Pension Liability	<u>\$ 8,463,468</u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>93.1%</u>

ACTUARIAL ASSUMPTIONS

The net pension liability of the MPORT was determined by an actuarial valuation as of October 1, 2024, as reported by the actuary in the September 30, 2024 Supplement, using the following significant actuarial assumptions:

Actuarial cost method	Entry Age Normal
Amortization method	Level dollar
Amortization period	20 years
Asset valuation method	5 year smoothed fair value
Investment rate of return (net of expenses, with inflation)	7.0%
Payroll growth	0.0%
Projected salary increases attributable to:	
Salary increases, including inflation	5.00% - 12.27%
Inflation	2.50%
Cost of living adjustments	3.0%
Mortality rates	Florida Retirement System Special Risk Employees' tables

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

CHANGES IN ACTUARIAL ASSUMPTIONS

There were no changes in the actuarial assumptions used in the October 1, 2024 actuarial valuation of the Plan from the prior actuarial valuation.

LONG-TERM EXPECTED RATE OF RETURN

The long-term expected rate of return on investments of the MPORT was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce a long-term expected rate of return of 7.0% by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2024 (see the discussion of the pension plan's investment policy) are summarized in the following table:

Asset Class	
Domestic equity	8.2%
International equity	3.3%
Convertible equities	6.5%
Infrastructure	2.4%
Fixed Income	2.2%
Real estate investment trusts (REITs)	7.4%
Private real estate	5.5%
Cash	0.0%

DISCOUNT RATE

The discount rate used to measure the total pension liability was 7.0% and was based on the expected rate of return on investments of the plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the MPORT's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

DISCOUNT RATE (CONTINUED)

Therefore, the long-term expected rate of return on investments of the pension plan was applied to all periods of projected benefit payments to determine the projected total pension liability.

CHANGES IN THE NET PENSION LIABILITY

The changes in the MPORT net pension liability were as follows for the year ended September 30, 2024:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at October 1, 2023	<u>\$ 115,983,651</u>	<u>\$ 94,288,102</u>	<u>\$ 21,695,549</u>
Changes for the current year:			
Service cost	2,867,365	--	2,867,365
Interest	8,111,659	--	8,111,659
Benefit change	452,286	--	452,286
Difference between expected and actual experience	(18,204)	--	(18,204)
Change of assumptions	--	--	--
Contributions - Town	--	2,545,418	(2,545,418)
Contributions - State of Florida		1,063,531	(1,063,531)
Contributions - employee	--	1,243,242	(1,243,242)
Net investment income	--	19,952,752	(19,952,752)
Benefit payments, including refunds of member contributions	(4,856,857)	(4,856,857)	--
Administration expenses	--	(159,756)	159,756
Net Changes	<u>6,556,249</u>	<u>19,788,330</u>	<u>(13,232,081)</u>
Balances at September 30, 2024	<u><u>\$ 122,539,900</u></u>	<u><u>\$ 114,076,432</u></u>	<u><u>\$ 8,463,468</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

CHANGES IN THE NET PENSION LIABILITY (CONTINUED)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate: The following table presents the net pension liability of the MPORT, calculated using the discount rate of 7.0%, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.0%) or one percentage point higher (8.0%) than the current rate:

	1.0% Decrease (6.00%)	Current Discount Rate (7.0%)	1.0% Increase (8.0%)
Net pension liability	<u>\$21,304,239</u>	<u>\$ 8,463,468</u>	<u>\$ (2,203,225)</u>

PENSION EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO PENSIONS

For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$4,459,970 for the MPORT. At September 30, 2024, the Town reported deferred inflows/outflows of resources related to the MPORT pensions from the following sources:

Police Officers Pension Plan	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 776,363	\$ 13,653
Net difference between projected and actual investment earnings on pension plans	<u>--</u>	<u>3,035,505</u>
Balances at September 30, 2024	<u><u>\$ 776,363</u></u>	<u><u>\$ 3,049,158</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

PENSION EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO PENSIONS (CONTINUED)

Amounts reported as deferred inflows/outflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Amount
2025	\$ 668,350
2026	2,793,384
2027	(3,055,418)
2028	<u>(2,679,111)</u>
Total	<u>\$ (2,272,795)</u>

STATE OF FLORIDA PENSION PLANS

All regular, full-time employees of the Town, except police officers, are required to participate in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund administered by the Florida Department of Management Services, Division of Retirement. FRS and HIS are cost-sharing, multiple-employer defined benefit pension plans with approximately 1,000 participating employers. FRS and HIS were established and are administered in accordance with Chapter 121 and Section 112.363, Florida Statutes, respectively.

FRS includes a DROP available for eligible employees. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation is optional for cities, municipalities, special districts, charter schools and metropolitan planning organizations.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

HIS membership is optional and available to all retirees under the state-administered retirement system, provided the retiree provides proof of health insurance coverage, which can include Medicare.

Participation is compulsory for cities, municipalities, special districts, charter schools and metropolitan planning organizations that participate in FRS.

BENEFITS PROVIDED

FRS provides retirement, survivor and disability benefits to plan members and beneficiaries. Pension benefits of FRS are established by Florida Statutes, Chapter 121, and may be amended by the Florida Legislature. Retirement benefits are computed on the basis of age and/or years of service, average final compensation and service credit. Members initially enrolled on or after July 1, 2001 through June 30, 2011, vest after six years of creditable service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. HIS provides retirees and beneficiaries a monthly benefit equal to the number of years of creditable service completed at the time of retirement multiplied by \$5. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least \$30, but not more than \$150.

TOWN CONTRIBUTIONS

FRS members are required to contribute 3.0% of their annual covered payroll and no contribution is required for HIS members. Participating governments, including the Town, contribute to FRS at actuarially determined rates for various classes of employees, which are presently 11.63% of annual covered payroll for employees covered in the regular class, 32.52% for senior management class, 30.79% for special risk class, 56.68% for elected officials and 19.13% for employees covered in the FRS DROP program. Participating governments, including the Town, also contribute to HIS based on a percentage of gross compensation for all active FRS members, which is presently 2.00%. The Town's contributions to FRS and HIS for the fiscal year ended September 30, 2024 were \$2,922,064, which was equal to 100% of the required contributions for the year.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

FUNDING POLICY

FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due based upon plan assumptions. HIS uses a pay-as-you-go funding policy based on monthly employer contributions at a flat percentage of gross compensation for all active FRS members. Employer and employee contribution rates are established by State law as a level percentage of payroll. Employer contribution rates are determined using the entry-age actuarial cost method. The consulting actuary recommends rates based on the annual valuation, but actual contribution rates are established by the Florida Legislature.

PUBLICLY AVAILABLE FINANCIAL REPORT

The State of Florida issues a publicly available financial report for FRS and HIS that includes financial statements and required supplementary information. The complete financial report is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of FRS and HIS are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized in the period in which employee services are performed. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the terms of FRS and HIS. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by external investment managers. The independent investment custodian for FRS and HIS determines the fair value of securities using various third party pricing sources. For private market investments, where no readily ascertainable market value exists, fair values are based on net asset value (capital account balance) provided by investment managers at the closest available reporting period

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

and adjusted for subsequent contributions and distributions. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are net of investment related expenses, such as management fees, portfolio evaluation and custodial services. For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS and HIS and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by FRS and HIS.

PAYABLES TO FRS AND HIS

There were no amounts payable to FRS or HIS by the Town at September 30, 2024.

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO FRS AND HIS PENSIONS

At September 30, September 30, 2024, the Town reported a liability of \$16,939,349 and \$6,994,107 for its proportionate share of the net pension liability of FRS and HIS, respectively. The net pension liability of each plan was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability of the FRS plan was determined by an actuarial valuation as of July 1, 2024 and the net pension liability of the HIS plan was determined by an actuarial valuation as of July 1, 2024. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the pension plan relative to the projected contributions of all participating governments, as actuarially determined. At June 30, 2024, the Town's FRS proportion was 0.043788236 percent, which was a decrease of 0.000114489 percent from its proportion measured as of June 30, 2023 and the HIS proportion was 0.046624341 percent, which was an increase of 0.000229564 percent from its proportion measured as of June 30, 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO FRS AND HIS PENSIONS (CONTINUED)

For the year ended September 30, 2024, the Town recognized pension expense of \$2,701,247 for FRS and HIS. At September 30, 2024, the Town reported deferred outflows and inflows of resources related to FRS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 1,711,329	\$ --
Changes in assumptions	2,321,693	--
Net difference between projected and actual investment earnings on pension plan investments	--	1,125,877
Changes in proportion and differences between employer contributions and proportional share of contributions	100,816	215,113
Town contributions subsequent to the measurement date	680,782	--
Total	\$ 4,814,620	\$ 1,340,990

At September 30, 2024, the Town reported deferred outflows and inflows of resources related to HIS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 67,533	\$ 13,430
Changes in assumptions	123,779	828,013
Net difference between projected and actual investment earnings on pension plan investments	--	2,530
Changes in proportion and differences between employer contributions and proportional share of contributions	32,129	256,884
Town contributions subsequent to the measurement date	110,427	--
Total	\$ 333,868	\$ 1,100,857

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO FRS AND HIS PENSIONS (CONTINUED)

Deferred outflows of resources related to FRS and HIS pensions of \$791,209 resulting from Town contributions subsequent to the measurement date of June 30, 2024, but prior to September 30, 2024, will be recognized as a reduction of the net pension liability in the subsequent year. Other amounts reported as deferred inflows/outflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30	FRS Amount	HIS Amount
2025	\$ (276,565)	\$ (143,343)
2026	2,778,459	(168,104)
2027	184,885	(227,775)
2028	(9,404)	(170,524)
2029	134,519	(109,962)
Thereafter	<u>(19,046)</u>	<u>(57,708)</u>
Total	<u><u>\$ 2,792,848</u></u>	<u><u>\$ (877,416)</u></u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

ACTUARIAL ASSUMPTIONS

The total pension liability for FRS and HIS was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS	HIS
Valuation date	July 1, 2024	July 1, 2024
Measurement date	June 30, 2024	June 30, 2024
Actuarial cost method	Individual Entry Age	Individual Entry Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
Amortization period	19/30 years	24/30 years
Asset valuation method	5 year smoothed	Fair value
Discount rate	6.70%	3.93%
Inflation	2.40%	2.40%
Salary increases, including inflation	3.50%	3.50%
Long-term expected rate of return, net of investment expenses	6.70%	N/A
Municipal bond rate	N/A	3.93%
Cost of living adjustments	3% pre-July 2011, 0% thereafter	N/A
Mortality rates	PUB-2010 base table with Scale MP-2021	PUB-2010 base table with Scale MP-2021

The actuarial assumptions that determined the total pension liability as of June 30, 2024, were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2023.

Changes in Actuarial Assumptions: The municipal bond rate for HIS was increased from 3.65% for 2023 to 3.93% for 2024.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

LONG-TERM EXPECTED RATE OF RETURN

The long-term expected rate of return on FRS investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return of 6.7% by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class are as follows:

<u>Asset Class</u>	<u>Long-Term Real Rate of Return</u>
Cash	3.3%
Fixed income	5.7%
Global equity	8.6%
Real estate	8.1%
Private equity	12.4%
Strategic investments	6.6%

DISCOUNT RATE

The discount rate used to measure the total pension liability of FRS at June 30, 2024 was 6.7% for FRS and 3.93% for HIS. The FRS discount rate was based on the expected rate of return on FRS investments. The HIS discount rate was based on the municipal bond rate which was 3.93%, based on an index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rates and that member contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the fiduciary net position of FRS was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on investments of FRS was applied to all periods of projected benefit payments to determine the projected total pension liability. Because HIS uses a pay-as-you-go funding structure, a municipal bond rate of 3.93% was used to determine the total pension liability.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

DISCOUNT RATE (CONTINUED)

Sensitivity of the Town’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following table presents the Town’s proportionate share of the net pension liability of FRS and HIS at June 30, 2024, calculated using the current discount rate, as well as what the Town’s proportionate share of the net pension liability/asset would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

FRS			HIS		
	Current			Current	
1%	Discount	1.0%	1%	Discount	1.0%
Decrease	Rate	Increase	Decrease	Rate	Increase
(5.7%)	(6.7%)	(7.7%)	(2.93%)	(3.93%)	(4.93%)
<u>\$ 29,795,722</u>	<u>\$ 16,939,349</u>	<u>\$ 6,169,410</u>	<u>\$ 7,961,891</u>	<u>\$ 6,994,107</u>	<u>\$ 6,190,689</u>

PENSION PLAN FIDUCIARY NET POSITION

Detailed information about the fiduciary net position of FRS is available in the separately issued FRS financial report, which is available on the Publications page of the Division of Retirement’s website at www.frs.myflorida.com.

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

DESCRIPTION OF THE PLAN

The Town administers a single-employer defined benefit health care plan (the “Plan”) that provides health care benefits to eligible retired employees and their beneficiaries. The Town Council has the authority to establish and amend the premiums for and the benefit provisions of the Plan. The Plan is financed on a “pay-as-you-go” basis and is not administered as a formal qualifying trust. The Plan does not issue a publicly available financial report.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

DESCRIPTION OF THE PLAN (CONTINUED)

The Town is required by Florida Statute 112.0801 to allow retirees to buy healthcare coverage at the same group insurance rates that current employees are charged, resulting in an implicit healthcare benefit. The State of Florida prohibits the Plan from separately rating retirees and active employees. The Plan therefore charges both groups an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of the implicit rate subsidy into the actuarial accrued liability. Plan members receiving benefits contribute 100% of the monthly premium ranging from a minimum of \$1,060 for single coverage to a maximum of \$3,213 for family coverage.

PLAN MEMBERSHIP

Membership in the Plan was comprised of the following at September 30, 2024, the date of the most recent actuarial valuation:

Active employees	382
Retirees and beneficiaries receiving benefits	15
Inactive employees	<u>--</u>
Total Members	<u>397</u>

TOTAL OPEB LIABILITY

The Town’s total OPEB liability of \$1,189,477 was measured as of September 30, 2024, and was determined by an actuarial valuation dated October 1, 2023.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

ACTUARIAL METHODS AND SIGNIFICANT ASSUMPTIONS

The actuarial methods and significant assumptions used to determine the Town's total OPEB liability for the current year are summarized as follows:

Valuation date	October 1, 2023
Actuarial cost method	Entry Age Normal
Port-retirement benefit increases	None
Healthcare cost trend rates	6.0% per year initially, reduced annually by an ultimate rate of 4.5%
Amortization method	Level Percent of Projected Salary - Closed
Remaining amortization period	5.6 years
Asset valuation method	N/A ¹
Actuarial assumptions:	
Discounted rate	4.06% ²
Projected salary increases	3.50%
Mortality rates	PUB - 2010 mortality table with generational scale MP - 2021

(1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2024, the date of the most recent actuarial valuation.

(2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the *Bond Buyer 20-Bond GO Index*.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

The changes in the total OPEB liability were as follows for the year ended September 30, 2024:

Total OPEB Liability at October 1, 2023	<u>\$ 1,079,328</u>
Changes for the Current Year	
Service cost	57,137
Interest	53,543
Change in assumptions or other inputs	74,396
Benefit payments	<u>(74,927)</u>
Net Changes	<u>110,149</u>
Total OPEB Liability at September 30, 2024	<u><u>\$ 1,189,477</u></u>

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the Town calculated using the current discount rate of 4.06%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.06%) or one percentage point higher (5.06%) than the current rate:

1% Decrease (3.06%)	Current Discount Rate (4.06%)	1.0% Increase (5.06%)
<u>\$ 1,289,563</u>	<u>\$ 1,189,477</u>	<u>\$ 1,098,457</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the Town calculated using the current healthcare cost trend rate of 6.0% decreasing to 4.5%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (5.0% decreasing to 3.5%) or one percentage point higher (7.0% decreasing to 5.5%) than the current rate:

1% Decrease (5.0% decreasing to 3.5%)	Current Trend Rate (6.0% decreasing to 4.5%)	1.0% Increase (7.0% decreasing to 5.5%)
<u>\$ 1,057,946</u>	<u>\$ 1,189,477</u>	<u>\$ 1,345,304</u>

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB

For the fiscal year ended September 30, 2024, the Town recognized OPEB expense of \$134,840. At September 30, 2024, the Town reported deferred inflows/outflows of resources related to OPEB from the following sources:

	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 19,262	\$ 1,222,440
Changes in assumptions or other inputs	<u>116,647</u>	<u>209,936</u>
Total	<u>\$ 135,909</u>	<u>\$ 1,432,376</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

Amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30	Amount
2025	\$ (245,520)
2026	(245,520)
2027	(245,520)
2028	(239,465)
2029	(211,415)
Thereafter	<u>(109,027)</u>
Total	<u>\$ (1,296,467)</u>

NOTE 12 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town is also subject to risk of loss arising in the ordinary course of business, including, but not limited to, claims for damages for personal injuries, employment-related claims, and breach of contract. Commercial insurance is purchased for certain specialized insurance coverages, including, but not limited to property, equipment, general liability, automobile, professional liability, and workers compensation. The Town uses the General Fund to account for all commercial insurance and retained risks of loss.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – RISK MANAGEMENT (CONTINUED)

On January 1, 2015, the Town entered into a partially self-insured health plan with a third-party administrator. The Town is partially self-insured up to a stop loss of \$200,000 per claim and has purchased excess insurance for claims exceeding the stop loss for individual and aggregate claims from Blue Cross and Blue Shield of Florida.

The Town has recorded a claims liability of \$227,891 (all current) at September 30, 2024. This claims liability reflects claims development for group health insurance. The liability falls within the actuarially determined range, from a valuation for all claims based upon the date the loss was incurred and includes a provision for claims incurred but not yet reported (IBNR).

The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated annually to consider the effects of inflation, recent claim settlement trends (including frequency and amount of payouts), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, such as those from subrogation, are also considered in the claims liability estimate. The following summarizes the claims liability activity for 2024:

Fiscal Year Ended September 30,	Beginning	Claims Expense	Claims Paid	Ending
2023	\$ 184,659	\$ 4,237,959	\$ (4,186,899)	\$ 235,719
2024	235,719	4,752,516	(4,760,344)	227,891

For each of the past three years, there have been no settlements that have exceeded the Town's insurance coverage. The claims liability at September 30, 2024 was all current.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – RISK MANAGEMENT (CONTINUED)

As a political subdivision of the State of Florida, the Town has sovereign immunity under the Florida Constitution for tort actions. Therefore, in accordance with Chapter 768.28 Laws of Florida, the Town is not liable to pay a claim or judgment, or any portions thereof, which when totaled with all other claims or judgments paid by the State or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the aggregate sum of \$300,000. Chapter 768.28 also provides that judgments may be claimed or rendered in excess of these limits; however, these amounts must be reported to and approved by the Florida Legislature.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

CONTRACT COMMITMENTS

The Town has uncompleted construction contracts for the Town's municipal complex, improvements to the water system, infrastructure and other improvements. The water system construction is funded primarily from capital contributions. General revenues and impact fees fund the municipal complex, infrastructure and other improvements. At September 30, 2024, the remaining commitments on all uncompleted contracts were \$23,230,765. The outstanding contract commitments at September 30, 2024, are summarized as follows:

	Contract Amounts	Payments	Retainage Payable	Remaining Contract Commitments
Capital Improvements Fund	\$ 4,654,933	\$ 2,026,336	\$ 96,942	\$ 2,531,655
Water System Fund	34,263,821	14,111,150	708,382	19,444,289
Stormwater Fund	1,476,302	210,207	11,274	1,254,821
	<u>\$ 40,395,056</u>	<u>\$ 16,347,693</u>	<u>\$ 816,598</u>	<u>\$ 23,230,765</u>

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

COST SHARING AGREEMENT

The Town entered into an agreement with the Town of Palm Beach Gardens, Florida, (“PBG”) and the Town of Juno Beach, Florida, to share costs related to public safety dispatch services. The initial agreement was for a five-year period ending September 30, 2021. The agreement has been extended for an additional five-year period through September 30, 2026. The Dispatch Services are provided by PBG which operates the dispatch center. Each municipality’s share of the operating costs are based upon the percentage of each municipality’s population as compared to the total population of all the contracting municipalities being served. The Town’s costs related to the agreement were approximately \$2,452,000 for the fiscal year ended September 30, 2024.

ECONOMIC DEVELOPMENT LOAN GUARANTEES

In 2006, the Town established a \$3 million economic development initiative to assist biotechnology businesses in relocating to or expanding in northern Palm Beach County and generating jobs for north county residents. The Town’s program provides direct loans and loan guarantees to qualifying companies. Generally, the companies negotiate financing for their proposed project with a participating local financial institution and the Town provides a loan guarantee in the form of a certificate of deposit pledged by the Town to the financial institution. The lender has the right to immediately draw against the pledged certificate of deposit in the event of a default by the borrower with the covenants and obligations of the loan. At September 30, 2024, the Town had pledged certificates of deposit totaling approximately \$448,000 to a financial institution as collateral for outstanding loan guarantees of approximately \$196,000 under the economic development program. The outstanding loan guarantees expire through 2025, at which time the pledged certificates of deposit mature and the funds will be released to the Town.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

INFRASTRUCTURE EQUITY

Beginning in 2012, the Town entered into agreements with various homeowner associations (HOA) for the maintenance of certain rights of way including streets, sidewalks and storm drainage infrastructure items within the HOA developments. The HOAs transferred title of these infrastructure right of way assets to the Town, which were recognized as contributed capital and capital assets. The HOAs agreed to make payments to the Town annually over a period of 4 to 10 years, in amounts ranging from \$2,465 to \$33,025 to compensate the Town for the cost of maintaining the right of way assets.

LITIGATION

The Town is a defendant in lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of these lawsuits cannot be determined at the present time, it is the opinion of management based upon consultation with legal counsel, that the outcome of these actions will not materially affect the financial position of the Town.

NOTE 14 – OTHER MATTERS

The Town has an interlocal agreement with Palm Beach County (“PBC”) for the delivery of fire and EMS services within Town boundaries. The interlocal agreement ended on September 30, 2023. A revised interlocal agreement was reached between the Town and Palm Beach County Fire Rescue (“PBCFR”) in April 2023 for a three-year extension of interlocal agreement through September 30, 2026.

In August 2023, the Town Council voted to start its own fire department. The Town exercised the 36-month termination clause option that was in the interlocal agreement with PBCFR. In January 2024, the Town hired a fire chief to create the Town’s fire department. The Town has developed a funding plan for the new fire department that involves a combination of funding sources including use of the Town’s reserves, some financed debt, and ad valorem taxes and a non-ad valorem assessment when the fire department goes into operations. Town management believes that the amount of ad valorem taxes and non-ad valorem assessment dollars required to start-up and operate the Town’s fire department will be less than the amount of ad valorem taxes being levied by PBC currently and in future years.

TOWN OF JUPITER, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 14 – OTHER MATTERS (CONTINUED)

In October 2023, the Town funded and ordered the required fire apparatus and ambulances needed by the new department by October 1, 2026. These costs were funded through the Town's reserves.

In August 2024, the Town Council awarded a construction contract to Kaufman Lynn Construction to construct two fire stations for the new fire rescue department. To fund the initial cost of construction, the Town entered into an interim financing agreement in an amount not to exceed \$20,000,000 through the Florida Local Government Finance Commission's ("FLGFC") Pooled Commercial Paper Loan Program ("CP Program"). Once the fire stations are completed, the Town will secure a longer-term borrowing option. Since interest rates are anticipated to decline over the next 18-24 months, the use of the CP Program as a bridge financing option over that time period will position the Town to take advantage of lower, long-term interest rates. The combined use of the CP program in the short-term and a bank loan longer-term is anticipated to save the Town approximately \$770,000 based on the present value of costs over the life of the loan.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final	Amounts	
Taxes	\$ 39,725,817	\$ 39,725,817	\$ 40,373,662	\$ 647,845
Franchise fees	6,280,896	6,280,896	6,151,510	(129,386)
Licenses and permits	75,000	75,000	126,993	51,993
Intergovernmental revenue	9,398,352	9,850,638	10,274,211	423,573
Charges for services	9,320,005	9,327,505	9,560,367	232,862
Cost allocation	3,312,918	3,312,918	3,312,918	--
Fines and forfeitures	213,000	213,000	295,416	82,416
Investment earnings	973,267	973,267	6,292,068	5,318,801
Donations	18,000	18,475	22,775	4,300
Miscellaneous	<u>295,050</u>	<u>295,050</u>	<u>305,984</u>	<u>10,934</u>
Total Revenues	69,612,305	70,072,566	76,715,904	6,643,338
Other Financing Sources				
Sale of capital assets	--	33,797	148,922	115,125
Subscription based financing arrangements	--	--	41,054	41,054
Appropriated fund balance	750,000	11,359,293	--	(11,359,293)
Transfers In	<u>600,000</u>	<u>600,000</u>	<u>2,000,000</u>	<u>1,400,000</u>
Total Other Financing Sources	<u>1,350,000</u>	<u>11,993,090</u>	<u>2,189,976</u>	<u>(9,803,114)</u>
Total Revenues and Other Financing Sources	<u>\$ 70,962,305</u>	<u>\$ 82,065,656</u>	<u>\$ 78,905,880</u>	<u>\$ (3,159,776)</u>

(Continued)

See notes to budgetary comparison schedule.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
General Government				
Town Council				
Personal services	\$ 69,266	\$ 69,266	\$ 68,902	\$ 364
Operating expenditures	173,377	173,377	167,170	6,207
Donations	50,000	50,000	46,500	3,500
	292,643	292,643	282,572	10,071
Town Manager				
Personal services	996,592	914,074	914,070	4
Operating expenditures	38,570	32,920	32,891	29
	1,035,162	946,994	946,961	33
Town Clerk				
Personal services	527,323	527,323	529,223	(1,900)
Operating expenditures	66,715	66,715	39,159	27,556
	594,038	594,038	568,382	25,656
Neighborhood				
Personal services	394,353	394,353	264,557	129,796
Operating expenditures	91,350	91,350	39,365	51,985
	485,703	485,703	303,922	181,781
External Affairs				
Personal services	564,760	564,760	548,611	16,149
Operating expenditures	373,906	373,906	301,857	72,049
	938,666	938,666	850,468	88,198
Finance				
Personal services	1,282,006	1,282,006	1,211,225	70,781
Operating expenditures	74,819	74,819	27,900	46,919
	1,356,825	1,356,825	1,239,125	117,700
Town Attorney				
Operating expenditures	450,000	631,000	630,872	128

(Continued)

See notes to budgetary comparison schedule.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Information Systems				
Personal services	\$ 1,759,466	\$ 1,741,466	\$ 1,668,806	\$ 72,660
Operating expenditures	2,030,378	2,019,957	1,776,736	243,221
Capital outlay	--	72,789	118,841	(46,052)
Debt service	--	--	184,385	(184,385)
	<u>3,789,844</u>	<u>3,834,212</u>	<u>3,748,768</u>	<u>85,444</u>
Human Resources				
Personal services	760,694	760,694	733,699	26,995
Operating expenditures	<u>297,435</u>	<u>297,435</u>	<u>181,280</u>	<u>116,155</u>
	1,058,129	1,058,129	914,979	143,150
Planning and Zoning				
Personal services	1,933,475	1,933,475	1,863,332	70,143
Operating expenditures	<u>464,540</u>	<u>492,770</u>	<u>300,522</u>	<u>192,248</u>
	2,398,015	2,426,245	2,163,854	262,391
Other General Government				
Personal services	10,000	10,000	5,879	4,121
Operating expenditures	13,779,970	12,167,059	10,863,455	1,303,604
Capital outlay	<u>20,450</u>	<u>20,450</u>	<u>--</u>	<u>20,450</u>
	13,810,420	12,197,509	10,869,334	1,328,175
Total General Government	<u>26,209,445</u>	<u>24,761,964</u>	<u>22,519,237</u>	<u>2,242,727</u>
Public Safety				
Code Compliance				
Personal services	780,803	780,803	736,119	44,684
Operating expenditures	<u>109,788</u>	<u>109,788</u>	<u>73,671</u>	<u>36,117</u>
	890,591	890,591	809,790	80,801
Police				
Personal services	23,087,990	23,540,275	23,429,911	110,364
Operating expenditures	5,464,998	5,519,143	4,745,636	773,507
Capital Outlay	--	140,492	37,448	103,044
Debt service	<u>--</u>	<u>--</u>	<u>349,496</u>	<u>(349,496)</u>
	28,552,988	29,199,910	28,562,491	637,419
Total Public Safety	<u>29,443,579</u>	<u>30,090,501</u>	<u>29,372,281</u>	<u>718,220</u>

(Continued)

See notes to budgetary comparison schedule.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE GENERAL FUND - GAAP BASIS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Engineering and Public Works				
Engineering				
Personal services	\$ 1,523,049	\$ 1,523,049	\$ 1,525,034	\$ (1,985)
Operating expenditures	122,380	144,326	69,103	75,223
Capital outlay	<u>62,000</u>	<u>60,054</u>	<u>--</u>	<u>60,054</u>
	1,707,429	1,727,429	1,594,137	133,292
Public Works				
Personal services	4,467,730	4,467,730	4,204,682	263,048
Operating expenditures	3,684,105	3,796,941	3,106,269	690,672
Capital outlay	<u>573,800</u>	<u>1,001,040</u>	<u>668,004</u>	<u>333,036</u>
	8,725,635	9,265,711	7,978,955	1,286,756
Total Engineering and Public Works	<u>10,433,064</u>	<u>10,993,140</u>	<u>9,573,092</u>	<u>1,420,048</u>
Culture and Recreation				
Parks and Recreation				
Personal services	2,351,422	2,351,422	2,238,684	112,738
Operating expenditures	1,524,795	1,520,615	1,340,234	180,381
Capital outlay	<u>--</u>	<u>22,900</u>	<u>22,900</u>	<u>--</u>
Total Culture and Recreation	<u>3,876,217</u>	<u>3,894,937</u>	<u>3,601,818</u>	<u>293,119</u>
Total Expenditures	<u>69,962,305</u>	<u>69,740,542</u>	<u>65,066,428</u>	<u>4,674,114</u>
Other Financing Uses				
Transfers Out	<u>1,000,000</u>	<u>12,325,114</u>	<u>12,325,114</u>	<u>--</u>
	1,000,000	12,325,114	12,325,114	--
Total Expenditures and Other Financing Uses	<u>70,962,305</u>	<u>82,065,656</u>	<u>77,391,542</u>	<u>4,674,114</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 1,514,338</u>	<u>\$ 1,514,338</u>
Reconciliation to GAAP Basis Statements				
Insurance reimbursements over expenditures			<u>1,479,958</u>	
Net Change in Fund Balance - GAAP Basis			<u>\$ 2,994,296</u>	

See notes to budgetary comparison schedules.

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE COMMUNITY REDEVELOPMENT FUND - GAAP BASIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Taxes	\$ 3,099,336	\$ 3,099,336	\$ 3,096,974	\$ (2,362)
Charges for services	105,527	105,527	107,099	1,572
Investment earnings	25,000	25,000	48,791	23,791
Total Revenues	<u>3,229,863</u>	<u>3,229,863</u>	<u>3,252,864</u>	<u>23,001</u>
Expenditures				
General government				
Operating expenditures	2,081,599	1,766,779	1,258,146	508,633
Capital outlay	270,000	2,814,309	434,851	2,379,458
Interest and fiscal charges	91,323	91,326	91,326	--
Total Expenditures	<u>2,442,922</u>	<u>4,672,414</u>	<u>1,784,323</u>	<u>2,888,091</u>
Excess of Revenues Over (Under) Expenditures	786,941	(1,442,551)	1,468,541	2,911,092
Other Financing Sources (Uses)				
Transfers out	(786,941)	(786,941)	--	786,941
Appropriated fund balance	--	2,229,492	--	(2,229,492)
Total Other Financing Sources (Uses)	<u>(786,941)</u>	<u>1,442,551</u>	<u>--</u>	<u>(1,442,551)</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 1,468,541</u>	<u>\$ 1,468,541</u>

See notes to budgetary comparison schedules.

TOWN OF JUPITER, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BUDGETARY ACCOUNTING

Annual budgets are adopted on the modified accrual basis of accounting consistent with U.S. generally accepted accounting principles for the General Fund, Community Redevelopment Fund, all debt service funds and the Capital Improvements Fund. The budgets represent departmental appropriations as authorized by Town ordinance. Expenditures may not legally exceed budgeted appropriations at the department level. The Town Manager has the authority to approve all budget transfers within a department. Budget transfers between departments and transfers involving appropriation of additional revenues require the approval of the Town Council. Accordingly, the Town's legal level of budgetary control is at the department level.

For the fiscal year ended September 30, 2024, supplemental budget appropriations of expenditures of \$(221,763) for the General Fund and \$2,229,492 for the Community Redevelopment Fund were approved by the Town Council during the year. In addition, the General Fund had a supplemental budget appropriation of other financing uses of \$11,103,351. Total expenditures may not legally exceed total fund appropriations including any budgeted fund balance from prior years. All annual appropriations lapse at year end. The budget amounts presented reflect the original budget and the amended budget based on legally authorized revisions to the original budget during the year.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriations, is employed as an extension of formal budgetary control in the General Fund. Encumbrances lapse at year end and become obligations of the subsequent year's budget. At September 30, 2024, the Town had commitments related to unperformed contracts, which have been re-appropriated in the 2025 annual budget. These amounts are not included in the current year's expenditures as reported in the budgetary comparison schedules.

NOTE 2 – BUDGET AND ACTUAL COMPARISONS

The budgetary comparison schedule for the General Fund is prepared under the GAAP basis of accounting used in preparing the appropriated budget, except that the Town's self-insurance operations accounted for in the GAAP basis General Fund financial statements are not budgeted in the General Fund. As a result, the expenditures reported in the General Fund budgetary comparison schedule differ from that reported on the GAAP basis by the amount that insurance expenditures exceeded related insurance reimbursements.

TOWN OF JUPITER, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – BUDGET AND ACTUAL COMPARISONS (CONTINUED)

The budgetary comparison schedule for the Community Redevelopment Fund is prepared under the GAAP basis of accounting used in preparing the appropriated budget. As a result, the revenue and expenditures reported in the budgetary comparison schedule for the Community Redevelopment Fund agree with that reported on the GAAP basis.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS MUNICIPAL OFFICERS' RETIREMENT TRUST

LAST TEN FISCAL YEARS

	Measurement Date September 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability										
Service cost	\$ 2,867,365	\$ 2,658,201	\$ 2,524,866	\$ 2,651,840	\$ 2,557,724	\$ 2,406,524	\$ 2,521,070	\$ 2,582,297	\$ 2,364,103	\$ 2,342,424
Interest	8,111,659	7,620,572	7,224,193	6,940,564	6,654,336	6,173,634	5,878,440	5,599,862	5,122,104	4,813,173
Changes of benefit terms	452,286	385,313	224,239	176,391	194,383	175,084	132,470	20,996	119,360	--
Differences between expected and actual experience	(18,204)	1,273,929	823,152	(111,593)	(136,862)	1,019,990	(986,328)	(1,242,300)	1,544,666	(51,881)
Changes of assumptions	--	--	--	1,971,172	(430,685)	885,877	850,361	44,485	--	(428,678)
Benefit payments, including refunds	(4,856,857)	(5,406,127)	(4,956,534)	(4,433,605)	(2,976,321)	(3,159,357)	(3,251,402)	(3,201,705)	(2,712,827)	(2,334,850)
Net Change in Total Pension Liability	6,556,249	6,531,888	5,839,916	7,194,769	5,862,575	7,501,752	5,144,611	3,803,635	6,437,406	4,340,188
Total Pension Liability - Beginning of Fiscal Year	115,983,651	109,451,763	103,611,847	96,417,078	90,554,503	83,052,751	77,908,140	74,104,505	67,667,099	63,326,911
Total Pension Liability - End of Fiscal Year (a)	\$ 122,539,900	\$ 115,983,651	\$ 109,451,763	\$ 103,611,847	\$ 96,417,078	\$ 90,554,503	\$ 83,052,751	\$ 77,908,140	\$ 74,104,505	\$ 67,667,099
Plan Fiduciary Net Position										
Contributions										
Employer	\$ 2,545,418	\$ 2,271,218	\$ 2,597,168	\$ 2,661,412	\$ 2,308,308	\$ 2,346,166	\$ 2,476,765	\$ 2,211,161	\$ 2,251,726	\$ 2,374,127
State of Florida	1,063,531	996,558	835,484	787,636	805,628	786,329	743,715	632,241	730,605	559,470
Plan members	1,243,242	1,224,971	1,057,854	1,050,767	1,086,504	1,043,638	991,404	975,895	903,805	783,141
Net investment income (loss)	19,952,752	7,907,463	(20,244,276)	18,039,655	8,387,386	4,629,836	4,933,798	6,163,642	4,860,116	(1,126,145)
Benefit payments, including refunds	(4,856,857)	(5,406,127)	(4,956,534)	(4,433,605)	(2,976,321)	(3,159,357)	(3,251,402)	(3,201,705)	(2,712,827)	(2,334,850)
Administration expense	(159,756)	(141,817)	(146,502)	(139,996)	(148,946)	(139,405)	(142,815)	(133,665)	(143,660)	(130,608)
Net Change in Plan Fiduciary Net Position	19,788,330	6,852,266	(20,856,806)	17,965,869	9,462,559	5,507,207	5,751,465	6,647,569	5,889,765	125,135
Plan Fiduciary Net Position - Beginning of Fiscal Year	94,288,102	87,435,836	108,292,642	90,326,773	80,864,214	75,357,007	69,605,542	62,957,973	57,068,208	56,943,073
Plan Fiduciary Net Position - End of Fiscal Year (b)	\$ 114,076,432	\$ 94,288,102	\$ 87,435,836	\$ 108,292,642	\$ 90,326,773	\$ 80,864,214	\$ 75,357,007	\$ 69,605,542	\$ 62,957,973	\$ 57,068,208
Net Pension Liability (Asset) - End of Fiscal Year [(a)-(b)]	\$ 8,463,468	\$ 21,695,549	\$ 22,015,927	\$ (4,680,795)	\$ 6,090,305	\$ 9,690,289	\$ 7,695,744	\$ 8,302,598	\$ 11,146,532	\$ 10,598,891
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	93.1%	81.3%	79.9%	104.5%	93.7%	89.3%	90.7%	89.3%	85.0%	84.3%
Covered Payroll	\$ 12,432,415	\$ 11,702,410	\$ 10,578,535	\$ 10,507,659	\$ 10,865,023	\$ 10,407,005	\$ 9,612,905	\$ 9,725,993	\$ 9,049,623	\$ 7,983,304
Net Pension Liability (Asset) as a Percentage of Covered Payroll	68.1%	185.4%	208.1%	-44.5%	56.1%	93.1%	80.1%	85.4%	123.2%	132.8%

Notes to Schedule:

Effective with the October 1, 2015 actuarial valuation, the mortality table was revised to the mortality assumption used for special risk employees of the Florida Retirement System (FRS). FRS updated its mortality table in 2020 and MPORT revised its mortality assumption accordingly effective with its October 1, 2020 actuarial valuation.

Payroll growth rate changed from 1.8% to 1.4% effective with the October 1, 2017 actuarial valuation and to zero with the October 1, 2018 actuarial valuation.

The investment rate of return changed from 7.5% to 7.4% effective with the October 1, 2018 actuarial valuation and was reduced to 7.3% with the October 1, 2019 actuarial valuation and reduced again to 7.2% with the October 1, 2020 actuarial valuation and reduced to 7.0% with the October 1, 2021 actuarial valuation.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF TOWN CONTRIBUTIONS - MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST

LAST TEN FISCAL YEARS

	Fiscal Year Ended September 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 2,545,418	\$ 2,271,218	\$ 2,597,168	\$ 2,661,412	\$ 2,308,308	\$ 2,346,166	\$ 2,476,765	\$ 2,159,386	\$ 2,168,424	\$ 2,297,194
Contributions in relation to actuarially determined contribution	2,545,418	2,271,218	2,597,168	2,661,412	2,308,308	2,346,166	2,476,765	2,211,161	2,251,726	2,374,127
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ (51,775)	\$ (83,302)	\$ (76,933)
Covered payroll	\$ 12,432,415	\$ 11,702,410	\$ 10,578,535	\$ 10,507,659	\$ 10,865,023	\$ 10,407,005	\$ 9,612,905	\$ 9,725,993	\$ 9,049,623	\$ 7,983,304
Contributions as a percentage of covered payroll	20.5%	19.4%	24.6%	25.3%	21.2%	22.5%	25.8%	22.7%	24.9%	29.7%

Notes to Schedule:

Actuarial valuation date:

10/1/2022

Actuarially determined contribution rates are calculated at October 1st, two years prior to the end of the fiscal year in which the contributions are paid.

Significant methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Dollar
Amortization period:	
Gains and losses	20 years
Assumption, method and plan changes	20 years
Asset valuation method	5 Year Smoothed
Inflation, per year	2.00%
Salary increases (with inflation), per year	5% - 12.27%
Investment rate of return (net of expenses, with inflation), per year	7.0%
Payroll growth	0.0%
Cost of living adjustments	3.0%
Retirement age - Tier One unisex rates	
Each year member is eligible for early retirement	5%
Year in which member attains normal retirement	80%
Each of the four years following normal retirement date	40%
Fifth year following normal retirement date	100%

Retirement age - Tier Two members are assumed to retire at a rate of 100% upon reaching unreduced benefit eligibility (the earlier of (1) age 55 with 10 years of service, (2) rule of 70, but not earlier than age 50, or (3) at 22 years of service for DROP entry.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF MONEY-WEIGHTED RATE OF RETURN MUNICIPAL POLICE OFFICERS' RETIREMENT FUND

LAST TEN FISCAL YEARS

<u>Fiscal Year Ended September 30,</u>	<u>Money- Weighted Rate of Return</u>
2024	21.6%
2023	9.5%
2022	-18.7%
2021	20.5%
2020	10.7%
2019	6.3%
2018	7.5%
2017	10.2%
2016	8.9 %
2015	-1.5%

Notes to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY FLORIDA RETIREMENT SYSTEM (FRS) PENSION PLAN

LAST TEN FISCAL YEARS

	Measurement Date June 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the net pension liability	<u>0.043788236%</u>	<u>0.043902725%</u>	<u>0.043464885%</u>	<u>0.044834791%</u>	<u>0.044583895%</u>	<u>0.044715658%</u>	<u>0.045472054%</u>	<u>0.045483477%</u>	<u>0.042422942%</u>	<u>0.039923440%</u>
Town's proportionate share of the net pension liability	<u>\$ 16,939,349</u>	<u>\$ 17,493,847</u>	<u>\$ 16,172,430</u>	<u>\$ 3,386,759</u>	<u>\$ 19,323,317</u>	<u>\$ 15,399,450</u>	<u>\$ 13,696,418</u>	<u>\$ 13,453,707</u>	<u>\$ 10,711,826</u>	<u>\$ 5,156,648</u>
Town covered payroll	<u>\$ 19,752,416</u>	<u>\$ 18,407,117</u>	<u>\$ 17,339,619</u>	<u>\$ 17,237,437</u>	<u>\$ 17,553,761</u>	<u>\$ 17,045,381</u>	<u>\$ 16,833,609</u>	<u>\$ 16,715,630</u>	<u>\$ 15,116,119</u>	<u>\$ 13,301,876</u>
Town's proportionate share of the net pension liability as a percentage of Town covered payroll	<u>85.76%</u>	<u>95.04%</u>	<u>93.27%</u>	<u>19.65%</u>	<u>110.08%</u>	<u>90.34%</u>	<u>81.36%</u>	<u>80.49%</u>	<u>70.86%</u>	<u>38.77%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>83.70%</u>	<u>82.38%</u>	<u>82.69%</u>	<u>96.40%</u>	<u>78.80%</u>	<u>82.60%</u>	<u>84.26%</u>	<u>83.90%</u>	<u>84.90%</u>	<u>92.00%</u>

Notes to Schedule:

Actuarial valuation date	7/1/2024
Actuarial measurement date	6/30/2024
Significant actuarial methods and assumptions used to determine contribution rates:	
Actuarial cost method	Individual Entry Age
Amortization method	Level Percent of Payroll, Closed
Amortization period:	
Gains and losses	25/30 years
Assumption, method and plan changes	25/30 years
Asset valuation method	Fair Value
	5-year smoothed
Inflation, per year	2.40%
Salary increases (with inflation), per year	3.50%
Investment rate of return (net of expenses, with inflation), per year	6.70%
Cost of living adjustments	3.0% pre-July 2011
	0% thereafter
Retirement age	Varies by tier and member class
Mortality	
2024	PUB-2010
	base table with Scale MP-2021
2019-2023	PUB-2010
	base table with Scale MP-2018
2014 through 2018	RP-2000
	Mortality Table
	Projection Scale BB

TOWN OF JUPITER, FLORIDA

SCHEDULE OF TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY FLORIDA RETIREE HEALTH INSURANCE SUBSIDY (HIS) TRUST FUND

LAST TEN FISCAL YEARS

	Measurement Date June 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the net pension liability	<u>0.046624341%</u>	<u>0.046394777%</u>	<u>0.047524777%</u>	<u>0.048460192%</u>	<u>0.050585147%</u>	<u>0.050960206%</u>	<u>0.051527758%</u>	<u>0.052350980%</u>	<u>0.048949110%</u>	<u>0.044077343%</u>
Town's proportionate share of the net pension liability	<u>\$ 6,994,107</u>	<u>\$ 7,368,109</u>	<u>\$ 5,033,633</u>	<u>\$ 5,944,371</u>	<u>\$ 6,176,364</u>	<u>\$ 5,701,937</u>	<u>\$ 5,453,756</u>	<u>\$ 5,597,608</u>	<u>\$ 5,704,816</u>	<u>\$ 4,495,196</u>
Town covered payroll	<u>\$ 19,752,416</u>	<u>\$ 18,407,117</u>	<u>\$ 17,339,619</u>	<u>\$ 17,237,437</u>	<u>\$ 17,553,761</u>	<u>\$ 17,045,381</u>	<u>\$ 16,833,609</u>	<u>\$ 16,715,630</u>	<u>\$ 15,116,119</u>	<u>\$ 13,301,876</u>
Town's proportionate share of the net pension liability as a percentage of Town covered payroll	<u>35.41%</u>	<u>40.03%</u>	<u>29.03%</u>	<u>34.49%</u>	<u>35.19%</u>	<u>33.45%</u>	<u>32.40%</u>	<u>33.49%</u>	<u>37.74%</u>	<u>33.79%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>4.80%</u>	<u>4.12%</u>	<u>4.81%</u>	<u>3.56%</u>	<u>3.00%</u>	<u>2.60%</u>	<u>2.15%</u>	<u>1.60%</u>	<u>1.00%</u>	<u>0.50%</u>

Notes to Schedule:

Actuarial valuation date	7/1/2024
Actuarial measurement date	6/30/2024
Significant actuarial methods and assumptions used to determine contribution rates:	
Actuarial cost method	Individual Entry Age
Amortization method	Level Percent of Payroll, Closed
Amortization period:	
Gains and losses	25/30 years
Assumption, method and plan changes	25/30 years
Asset valuation method	Fair Value
Inflation, per year	2.40%
Salary increases (with inflation), per year	3.50%
Investment rate of return (net of expenses, with inflation), per year	N/A
Payroll growth	3.93%
Cost of living adjustments	N/A
Retirement age	N/A
Mortality	PUB-2010 base table with Scale MP-2021

TOWN OF JUPITER, FLORIDA

SCHEDULE OF TOWN CONTRIBUTIONS

FLORIDA RETIREMENT SYSTEM FRS AND HIS PLANS

LAST TEN FISCAL YEARS

	Fiscal Year Ended September 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Florida Retirement System (FRS)										
Contractually required Town contribution	\$ 2,518,169	\$ 2,214,751	\$ 1,968,159	\$ 1,741,284	\$ 1,539,089	\$ 1,406,460	\$ 1,319,143	\$ 1,160,342	\$ 1,082,756	\$ 997,371
Contributions in relation to the contractually required Town contribution	<u>2,518,169</u>	<u>2,214,751</u>	<u>1,968,159</u>	<u>1,741,284</u>	<u>1,539,089</u>	<u>1,406,460</u>	<u>1,319,143</u>	<u>1,160,342</u>	<u>1,082,756</u>	<u>997,371</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Town covered payroll	<u>\$ 20,155,143</u>	<u>\$ 18,781,269</u>	<u>\$ 18,113,117</u>	<u>\$ 17,237,456</u>	<u>\$ 17,537,332</u>	<u>\$ 17,135,908</u>	<u>\$ 16,861,444</u>	<u>\$ 16,392,069</u>	<u>\$ 15,373,489</u>	<u>\$ 13,944,152</u>
Contributions as a percentage of Town covered payroll	<u>12.49%</u>	<u>11.79%</u>	<u>10.87%</u>	<u>10.10%</u>	<u>8.78%</u>	<u>8.21%</u>	<u>7.82%</u>	<u>7.08%</u>	<u>7.04%</u>	<u>7.15%</u>
Florida Retiree Health Insurance Subsidy (HIS)										
Contractually required Town contribution	\$ 403,895	\$ 328,287	\$ 300,131	\$ 284,928	\$ 291,177	\$ 284,545	\$ 279,839	\$ 271,789	\$ 255,186	\$ 191,501
Contributions in relation to the contractually required Town contribution	<u>403,895</u>	<u>328,287</u>	<u>300,131</u>	<u>284,928</u>	<u>291,177</u>	<u>284,545</u>	<u>279,839</u>	<u>271,789</u>	<u>255,186</u>	<u>191,501</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Town covered payroll	<u>\$ 20,155,143</u>	<u>\$ 18,781,269</u>	<u>\$ 18,113,117</u>	<u>\$ 17,237,456</u>	<u>\$ 17,537,332</u>	<u>\$ 17,135,908</u>	<u>\$ 16,861,444</u>	<u>\$ 16,392,069</u>	<u>\$ 15,373,489</u>	<u>\$ 13,944,152</u>
Contributions as a percentage of Town covered payroll	<u>2.00%</u>	<u>1.75%</u>	<u>1.66%</u>	<u>1.65%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.66%</u>	<u>1.37%</u>

TOWN OF JUPITER, FLORIDA

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

LAST SEVEN FISCAL YEARS

	Measurement Date September 30,						
	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability							
Service cost	\$ 57,137	\$ 53,407	\$ 79,415	\$ 78,290	\$ 64,501	\$ 174,529	\$ 167,430
Interest	53,543	50,515	29,866	28,387	140,341	135,725	118,110
Differences between expected and actual experience	--	(12,273)	32,702	(57,763)	(2,247,613)	--	--
Changes in assumptions and other inputs	74,396	14,308	(212,334)	(5,382)	78,844	--	(209,355)
Benefit payments	(74,927)	(63,725)	(83,926)	(116,035)	(35,227)	(147,509)	(124,180)
Net Change in Total OPEB Liability	110,149	42,232	(154,277)	(72,503)	(1,999,154)	162,745	(47,995)
Total OPEB liability - Beginning of Fiscal Year	<u>1,079,328</u>	<u>1,037,096</u>	<u>1,191,373</u>	<u>1,263,876</u>	<u>3,263,030</u>	<u>3,100,285</u>	<u>3,148,280</u>
Total OPEB liability - End of Fiscal Year	<u>\$ 1,189,477</u>	<u>\$ 1,079,328</u>	<u>\$ 1,037,096</u>	<u>\$ 1,191,373</u>	<u>\$ 1,263,876</u>	<u>\$ 3,263,030</u>	<u>\$ 3,100,285</u>
Town Covered Employee Payroll	<u>\$ 31,724,551</u>	<u>\$ 29,329,050</u>	<u>\$ 27,563,802</u>	<u>\$ 27,745,096</u>	<u>\$ 29,850,528</u>	<u>\$ 28,776,378</u>	<u>\$ 27,676,807</u>
Total OPEB Liability as a Percentage of Town Covered Employee Payroll	<u>3.70%</u>	<u>3.70%</u>	<u>3.80%</u>	<u>4.30%</u>	<u>4.20%</u>	<u>11.30%</u>	<u>11.20%</u>

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the Bond Buyer 20-Bond GO Index.

Changes in actuarial assumptions:

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each year. The following are the discount rates used for each fiscal year:

2024	4.06%
2023	4.87%
2022	4.87%
2022	4.77%
2021	2.43%
2020	2.21%
2019	4.24%
2018	4.24%

**COMBINING FUND FINANCIAL STATEMENTS AND
INDIVIDUAL FUND BUDGETARYCOMPARISON
SCHEDULES**

NONMAJOR GOVERNMENTAL FUND

Special Revenue Funds - Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action.

Road Impact Fee Fund – This fund accounts for all road impact fees collected, investment earnings and the expenditure of these funds, which are used solely for the purpose of constructing or improving roads, streets, highways and bridges in the Jupiter road network system.

Recreation Impact Fee Fund – This fund accounts for recreation impact fees collected, investment earnings and the expenditure of these funds, which are used solely for capital facility costs for parks and recreation facilities to serve new development.

Police Impact Fee Fund – This fund accounts for police impact fees collected, investment earnings and the expenditure of these funds, which are used solely for new police related capital improvement costs that add capacity to serve new development.

Law Enforcement Grant Fund – This fund accounts for Local Law Enforcement Block Grant funds, the related investment earnings and the expenditure of these funds, which are used solely for projects to reduce crime and improve public safety.

Law Enforcement Fund – This fund accounts for revenue received from confiscated and forfeited properties from cases involving the Town's police department. Expenditures from this fund are generally for police education and training programs and equipment.

Infrastructure Surtax Fund – This fund accounts for the distributions received from the State of Florida for the Local Infrastructure Sales Surtax that are to be used for infrastructure capital improvement projects.

Workforce Housing Trust Fund – This fund accounts for fees and expenditures relating to the Town's workforce housing program.

Fire Rescue Department Fund – This fund accounts for costs associated with establishing the Jupiter Fire Rescue Department.

Canal Trimming Fund – This fund accounts for the levy and collection of a non-ad valorem assessment for biennial vegetative trimming of the privately-owned canals in and around Jupiter River Estates. These funds are collected by special assessment of benefitting property owners. Proceeds are received from the Palm Beach County Tax Collector via the annual property tax collection process.

Debt Service Funds - Debt Service Funds are used to account for assets held for the repayment of principal and interest on debt reported in the governmental fund financial statements.

Debt Service Fund – This fund accounts for dedicated property tax revenues and the related interest earnings that are used for payments of principal, interest and related fiscal charges on the \$3,380,000 General Obligation Bonds, (Land Acquisition Bonds), Series 2021 and \$4,505,858 General Obligation Bonds, (Refunding Bonds), Series 2021.

TOWN OF JUPITER, FLORIDA

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Special Revenue									Debt Service	Total Nonmajor Governmental Funds
	Road Impact Fee Fund	Recreation Impact Fee Fund	Police Impact Fee Fund	Law Enforcement Grant Fund	Law Enforcement Fund	Infrastructure Surtax Fund	Workforce Housing Trust Fund	Fire Rescue Department Fund	Canal Trimming Fund	Debt Service Fund	
Assets											
Cash and cash equivalents	\$ 1,347,338	\$ 575,960	\$ 40,316	\$ --	\$ 136,911	\$ 8,583,691	\$ 2,502,738	\$ 6,947,270	\$ 55,915	\$ 620,532	\$ 20,810,671
Investments	886,090	207,310	18,021	--	--	--	--	--	--	--	1,111,421
Prepaid items	--	--	--	--	--	--	--	450	--	--	450
Total Assets	\$ 2,233,428	\$ 783,270	\$ 58,337	\$ --	\$ 136,911	\$ 8,583,691	\$ 2,502,738	\$ 6,947,270	\$ 55,915	\$ 620,532	\$ 21,922,542
Liabilities and Fund Balances											
Liabilities											
Accounts payable	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	37,762	\$ 210	\$ --	\$ 37,972
Unearned revenue	--	--	--	--	--	--	--	12,738	56,482	--	69,220
Total Liabilities	--	--	--	--	--	--	--	50,500	56,692	--	107,192
Fund Balances											
Nonspendable:											
Prepaid items	--	--	--	--	--	--	--	450	--	--	450
Restricted for:											
Debt service	--	--	--	--	--	--	--	--	--	620,532	620,532
Capital projects	2,233,428	783,270	--	--	--	8,583,691	2,502,738	6,896,770	(777)	--	20,999,120
Law enforcement	--	--	58,337	--	136,911	--	--	--	--	--	195,248
Total Fund Balances	2,233,428	783,270	58,337	--	136,911	8,583,691	2,502,738	6,897,220	(777)	620,532	21,815,350
Total Liabilities and Fund Balances	\$ 2,233,428	\$ 783,270	\$ 58,337	\$ --	\$ 136,911	\$ 8,583,691	\$ 2,502,738	\$ 6,947,270	\$ 55,915	\$ 620,532	\$ 21,922,542

TOWN OF JUPITER, FLORIDA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue									Debt Service	Total Nonmajor Governmental Funds
	Road Impact Fee Fund	Recreation Impact Fee Fund	Police Impact Fee Fund	Law Enforcement Grant Fund	Law Enforcement Fund	Infrastructure Surtax Fund	Workforce Housing Trust Fund	Fire Rescue Department Fund	Canal Trimming Fund	Debt Service Fund	
Revenues											
Taxes	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 2,029,530	\$ 2,029,530
Impact fees	129,310	39,015	20,434	--	--	--	--	--	--	--	188,759
Intergovernmental	--	--	--	7,401	--	6,100,626	--	--	--	--	6,108,027
Investment earnings	47,639	11,147	969	--	--	--	--	--	88	--	59,843
Miscellaneous	--	--	--	--	9,987	--	--	--	22,810	--	32,797
Total Revenues	176,949	50,162	21,403	7,401	9,987	6,100,626	--	--	22,898	2,029,530	8,418,956
Expenditures											
Current											
General government	--	--	--	--	--	--	--	--	865	--	865
Public safety	--	--	--	--	19,177	--	--	1,183,168	--	--	1,202,345
Capital outlay	--	--	--	7,401	--	--	--	3,358,321	--	--	3,365,722
Debt service											
Principal	--	--	--	--	--	--	--	--	--	1,975,064	1,975,064
Interest and fiscal charges	--	--	--	--	--	--	--	--	--	29,534	29,534
Total Expenditures	--	--	--	7,401	19,177	--	--	4,541,489	865	2,004,598	6,573,530
Revenues Over (Under) Expenditures	176,949	50,162	21,403	--	(9,190)	6,100,626	--	(4,541,489)	22,033	24,932	1,845,426
Other Financing Sources (Uses)											
Transfers in	--	--	--	--	--	--	--	11,282,673	--	--	11,282,673
Transfers out	(91,845)	--	--	--	--	(6,489,773)	--	--	(22,810)	--	(6,604,428)
Total Other Financing Sources (Uses)	(91,845)	--	--	--	--	(6,489,773)	--	11,282,673	(22,810)	--	4,678,245
Net Change in Fund Balances	85,104	50,162	21,403	--	(9,190)	(389,147)	--	6,741,184	(777)	24,932	6,523,671
Fund Balances - Beginning of Year	2,148,324	733,108	36,934	--	146,101	8,972,838	2,502,738	156,036	--	595,600	15,291,679
Fund Balances - Ending of Year	\$ 2,233,428	\$ 783,270	\$ 58,337	\$ --	\$ 136,911	\$ 8,583,691	\$ 2,502,738	\$ 6,897,220	\$ (777)	\$ 620,532	\$ 21,815,350

BUDGETARY COMPARISON SCHEDULES

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE - DEBT SERVICE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Revenue				
Taxes	\$ 2,004,289	\$ 2,004,598	\$ 2,029,530	\$ 24,932
Total Revenue	<u>2,004,289</u>	<u>2,004,598</u>	<u>2,029,530</u>	<u>24,932</u>
Expenditures				
Principal retirement	1,975,064	1,975,064	1,975,064	--
Interest and fiscal charges	<u>29,225</u>	<u>29,534</u>	<u>29,534</u>	<u>--</u>
Total Expenditures	<u>2,004,289</u>	<u>2,004,598</u>	<u>2,004,598</u>	<u>--</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 24,932</u>	<u>\$ 24,932</u>

TOWN OF JUPITER, FLORIDA

BUDGETARY COMPARISON SCHEDULE - CAPITAL IMPROVEMENTS FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
Revenues				
Taxes	\$ 5,239,935	\$ 5,239,935	\$ 5,469,213	\$ 229,278
Intergovernmental	278,617	2,104,011	609,506	(1,494,505)
Investment earnings	702,668	702,668	1,154,638	451,970
Donations	--	1,070,000	190,494	(879,506)
Miscellaneous	1,123,662	24,206,083	1,101,065	(23,105,018)
Total Revenues	<u>7,344,882</u>	<u>33,322,697</u>	<u>8,524,916</u>	<u>(24,797,781)</u>
Expenditures				
General Government				
Operating expenditures	740,907	3,944,835	1,570,370	2,374,465
Capital outlay	1,815,000	8,456,541	4,481,257	3,975,284
	<u>2,555,907</u>	<u>12,401,376</u>	<u>6,051,627</u>	<u>6,349,749</u>
Public Safety				
Operating expenditures	--	--	330,237	(330,237)
Engineering and Public Works				
Operating expenditures	2,865,000	7,951,287	2,811,378	5,139,909
Capital outlay	2,722,894	10,131,790	24,655	10,107,135
	<u>5,587,894</u>	<u>18,083,077</u>	<u>2,836,033</u>	<u>15,247,044</u>
Culture and Recreation				
Operating expenditures	664,500	3,588,603	480,160	3,108,443
Capital outlay	1,686,581	9,201,124	2,771,330	6,429,794
	<u>2,351,081</u>	<u>12,789,727</u>	<u>3,251,490</u>	<u>9,538,237</u>
Total Expenditures	<u>10,494,882</u>	<u>43,274,180</u>	<u>12,139,150</u>	<u>31,135,030</u>
Deficiency of Revenues Over Expenditures	<u>(3,150,000)</u>	<u>(9,951,483)</u>	<u>(3,614,234)</u>	<u>6,337,249</u>
Other Financing Sources (Uses)				
Transfers in	3,150,000	9,951,483	6,112,195	(3,839,288)
Transfers out	--	--	--	--
Total Other Financing Sources (Uses)	<u>3,150,000</u>	<u>9,951,483</u>	<u>6,112,195</u>	<u>(3,839,288)</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 2,497,961</u>	<u>\$ 2,497,961</u>

STATISTICAL SECTION

STATISTICAL SECTION

TABLE OF CONTENTS

This part of the Towns' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Towns' overall financial health.

Contents	Page
Financial Trends.....	112-120
<i>These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.</i>	
Revenue Capacity	121-124
<i>These schedules contain information to help the reader assess the Town's most significant local revenue source, the property tax.</i>	
Debt Capacity.....	125-128
<i>These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.</i>	
Demographic and Economic Information.....	129-130
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.</i>	
Operating Information	131-135
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the Town's financial report relates to the services the Town of Jupiter provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

TOWN OF JUPITER, FLORIDA

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental Activities										
Net investment in capital assets	\$ 87,178,931	\$ 91,245,314	\$ 94,709,390	\$ 98,251,923	\$ 106,249,231	\$ 122,991,581	\$ 122,756,875	\$ 122,900,255	\$ 143,364,492	\$ 150,689,912
Restricted	6,015,406	6,386,483	11,095,413	16,120,792	12,163,652	11,681,972	21,410,565	15,290,419	17,882,038	25,303,217
Unrestricted	<u>27,416,016</u>	<u>29,702,275</u>	<u>26,363,894</u>	<u>27,480,540</u>	<u>43,428,914</u>	<u>39,146,657</u>	<u>46,198,725</u>	<u>74,664,125</u>	<u>66,595,883</u>	<u>71,453,374</u>
Total Governmental Activities Net Position	120,610,353	127,334,072	132,168,697	141,853,255	161,841,797	173,820,210	190,366,165	212,854,799	227,842,413	247,446,503
Business-Type Activities										
Net investment in capital assets	194,307,099	191,909,758	194,047,350	197,010,656	201,690,198	201,924,395	204,119,930	206,789,023	215,024,872	229,529,165
Restricted	9,106,898	8,025,089	6,894,379	4,167,642	4,539,226	--	--	--	--	--
Unrestricted	<u>60,253,357</u>	<u>74,453,424</u>	<u>82,802,676</u>	<u>94,176,869</u>	<u>95,266,944</u>	<u>106,162,128</u>	<u>115,545,576</u>	<u>112,031,712</u>	<u>115,284,460</u>	<u>116,412,600</u>
Total Business-Type Activities Net Position	263,667,354	274,388,271	283,744,405	295,355,167	301,496,368	308,086,523	319,665,506	318,820,735	330,309,332	345,941,765
Primary Government										
Net investment in capital assets	281,486,030	283,155,072	288,756,740	295,262,579	307,939,429	324,915,976	326,876,805	329,689,278	358,389,364	380,219,077
Restricted	15,122,304	14,411,572	17,989,792	20,288,434	16,702,878	11,681,972	21,410,565	15,290,419	17,882,038	25,303,217
Unrestricted	<u>87,669,373</u>	<u>104,155,699</u>	<u>109,166,570</u>	<u>121,657,409</u>	<u>138,695,858</u>	<u>145,308,785</u>	<u>161,744,301</u>	<u>186,695,837</u>	<u>181,880,343</u>	<u>187,865,974</u>
Total Primary Government Net Position	<u>\$ 384,277,707</u>	<u>\$ 401,722,343</u>	<u>\$ 415,913,102</u>	<u>\$ 437,208,422</u>	<u>\$ 463,338,165</u>	<u>\$ 481,906,733</u>	<u>\$ 510,031,671</u>	<u>\$ 531,675,534</u>	<u>\$ 558,151,745</u>	<u>\$ 593,388,268</u>

TOWN OF JUPITER, FLORIDA

CHANGES IN NET POSITION

**LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING**

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses										
Governmental activities:										
General government	\$ 16,637,105	\$ 18,477,434	\$ 19,564,860	\$ 19,391,006	\$ 19,486,317	\$ 20,602,900	\$ 20,812,119	\$ 23,425,637	\$ 25,139,966	\$ 29,253,570
Public safety	18,935,949	21,699,238	22,658,014	23,181,411	24,691,487	23,956,385	20,268,334	27,094,984	32,343,528	30,668,581
Engineering and public works	6,871,853	7,956,044	9,117,025	9,478,260	9,981,890	9,601,528	9,528,337	9,497,695	10,224,598	12,656,215
Culture and recreation	3,301,828	3,450,245	4,257,500	4,041,480	4,401,313	3,800,581	4,211,506	4,395,043	5,811,526	5,117,516
Interest on long-term debt	951,755	901,567	860,839	761,846	652,880	533,471	450,368	187,776	247,538	296,489
Total Governmental Activities Expenses	46,698,490	52,484,528	56,458,238	56,854,003	59,213,887	58,494,865	55,270,664	64,601,135	73,767,156	77,992,371
Business-type activities:										
Water system	18,616,320	19,967,372	21,635,338	22,048,888	22,595,973	23,356,881	22,947,236	24,806,245	25,898,766	26,375,845
Stormwater	2,041,882	2,195,891	2,398,659	2,370,650	2,846,895	2,943,687	2,969,055	3,080,707	3,216,382	3,959,253
Building	3,080,687	3,447,445	3,458,772	3,751,616	4,108,850	4,544,896	3,464,327	4,041,573	4,883,816	4,479,865
Total Business-Type activities Expenses	23,738,889	25,610,708	27,492,769	28,171,154	29,551,718	30,845,464	29,380,618	31,928,525	33,998,964	34,814,963
Total Primary Government Expenses	70,437,379	78,095,236	83,951,007	85,025,157	88,765,605	89,340,329	84,651,282	96,529,660	107,766,120	112,807,334
Program Revenues										
Governmental activities:										
Charges for services:										
General government	2,199,978	2,115,287	2,280,076	2,610,230	2,462,897	3,319,433	3,637,331	9,997,249	11,164,519	12,691,483
Public safety	731,150	439,092	660,870	541,365	876,948	672,072	265,262	346,277	384,394	408,891
Engineering and public works	4,439,702	4,373,961	4,613,018	4,796,872	5,089,779	5,033,024	5,610,775	397,390	431,663	454,085
Culture and recreation	1,298,872	1,144,715	1,181,827	1,265,177	1,342,961	327,977	601,476	593,996	822,162	982,207
Operating contributions and grants:										
General government	812,132	2,613,490	648,254	1,194,767	517,950	411,956	1,784,967	914,861	808,217	607,279
Public safety	623,633	786,588	712,653	818,723	949,002	1,094,531	80,609	861,422	1,138,857	1,226,422
Engineering and public works	299,076	216,381	599,375	233,032	745,204	1,849,171	853,569	85,910	200,570	216,037
Culture and recreation	1,100	--	--	4,943	--	--	--	--	--	--
Capital contributions and grants:										
General government	8,065,791	1,903,824	541,618	2,916,987	3,693,575	90,966	204,325	2,833,280	2,677,624	931,004
Public safety	53,243	28,897	44,671	23,783	29,227	894,252	140,785	--	--	--
Engineering and public works	530,462	459,745	405,721	313,648	397,096	161,675	22,517	378,585	--	--
Culture and recreation	311,460	234,716	199,466	132,179	222,852	58,264	104,222	--	--	--
Total Governmental Activities Program Revenues	19,366,599	14,316,696	11,887,549	14,851,706	16,327,491	13,913,321	13,305,838	16,408,970	17,628,006	17,517,408
Business-type activities:										
Charges for services:										
Water system	23,755,364	25,136,478	26,589,627	26,359,138	27,626,343	27,027,704	28,253,897	27,634,393	30,229,903	33,121,312
Stormwater	2,778,836	2,678,185	2,613,792	2,940,150	3,178,624	3,216,793	3,714,856	3,503,150	3,760,686	4,920,160
Building	4,579,262	3,921,256	4,017,180	5,329,430	5,349,574	4,306,407	5,714,786	6,437,980	5,227,186	6,359,938
Operating contributions and grants:										
Water system	--	--	435,240	49,823	18,734	288,703	33,832	347,297	20,466	11,248
Stormwater	--	--	--	197,383	21,566	32,144	--	--	248,169	--
Building	--	--	--	--	--	4,890	--	--	--	--
Capital contributions and grants:										
Water system	3,781,603	2,458,583	2,421,140	2,142,384	1,434,266	1,373,557	2,404,493	1,384,853	1,324,063	1,461,472
Stormwater	5,755,572	1,538,772	273,840	2,202,305	1,434,280	17,000	388,321	--	--	14,267
Total Business-Type activities Program Revenues	40,650,637	35,733,274	36,350,819	39,220,613	39,063,387	36,267,198	40,510,185	39,307,673	40,810,473	45,888,397
Total Primary Government Program Revenues	\$ 60,017,236	\$ 50,049,970	\$ 48,238,368	\$ 54,072,319	\$ 55,390,878	\$ 50,180,519	\$ 53,816,023	\$ 55,716,643	\$ 58,438,479	\$ 63,405,805

TOWN OF JUPITER, FLORIDA
CHANGES IN NET POSITION (CONTINUED)

LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net (Expense)/Revenue										
Governmental activities	\$ (27,361,891)	\$ (38,167,832)	\$ (44,570,689)	\$ (42,002,297)	\$ (42,886,396)	\$ (44,581,544)	\$ (41,964,826)	\$ (48,192,165)	\$ (56,139,150)	\$ (60,474,963)
Business-type activities	16,911,748	10,122,569	8,858,050	11,049,459	9,511,669	5,421,734	11,129,567	7,379,148	6,811,509	11,073,434
Total Primary Government Net Expense	<u>(10,450,143)</u>	<u>(28,045,263)</u>	<u>(35,712,639)</u>	<u>(30,952,838)</u>	<u>(33,374,727)</u>	<u>(39,159,810)</u>	<u>(30,835,259)</u>	<u>(40,813,017)</u>	<u>(49,327,641)</u>	<u>(49,401,529)</u>
General Revenues and Other Changes in Net Assets										
Governmental activities:										
Taxes:										
Property taxes	22,321,359	24,582,705	26,376,117	27,999,283	29,327,134	30,708,041	31,944,223	33,179,247	37,305,224	40,545,054
Franchise fees	4,708,567	4,666,753	4,555,475	4,780,075	4,796,053	4,685,329	4,833,111	5,538,675	6,291,831	6,151,510
Public service taxes	4,521,728	4,717,433	4,872,381	4,963,194	5,082,420	5,070,326	5,187,400	5,356,468	5,990,871	6,128,342
Communications services taxes	2,712,314	2,610,258	2,527,223	2,627,795	2,604,323	2,627,216	2,509,229	2,619,349	2,723,315	2,885,962
Sales taxes	4,381,431	4,521,600	6,965,372	9,231,139	9,475,646	8,986,318	10,267,047	12,321,307	12,306,233	12,234,731
Gas taxes	1,280,924	1,325,773	1,394,012	1,385,729	1,402,154	1,251,589	1,297,878	1,368,417	1,382,329	1,410,021
Intergovernmental, unrestricted	1,652,844	1,729,267	1,861,678	1,963,607	2,051,360	1,864,802	2,224,124	2,803,330	2,884,214	2,766,618
Impact fees	--	--	--	--	--	--	189,170	193,269	25,931	188,759
Investment earnings (losses)	921,474	742,188	853,056	1,028,793	2,901,309	1,353,660	266,966	(22,157)	4,203,076	7,555,340
Other	47,042	--	--	--	--	33,926	(88,877)	(138,363)	33,476	218,495
Transfers	(52,500)	(4,426)	--	157,168	5,234,539	(21,250)	(119,500)	7,461,257	(2,019,736)	(5,779)
Total Governmental Activities	<u>42,495,183</u>	<u>44,891,551</u>	<u>49,405,314</u>	<u>54,136,783</u>	<u>62,874,938</u>	<u>56,559,957</u>	<u>58,510,771</u>	<u>70,680,799</u>	<u>71,126,764</u>	<u>80,079,053</u>
Business-type activities:										
Investment earnings	415,747	589,855	498,084	964,703	1,859,551	1,143,045	329,916	(793,675)	2,636,193	4,587,586
Gain/(Loss) on disposal of capital assets	2,868	4,067	--	4,120	4,120	4,126	--	31,013	21,159	(34,366)
Transfers	52,500	4,426	--	(157,168)	(5,234,539)	21,250	(119,500)	(7,461,257)	2,019,736	5,779
Total Business-Type Activities	<u>471,115</u>	<u>598,348</u>	<u>498,084</u>	<u>811,655</u>	<u>(3,370,868)</u>	<u>1,168,421</u>	<u>210,416</u>	<u>(8,223,919)</u>	<u>4,677,088</u>	<u>4,558,999</u>
Total Primary Government	<u>42,966,298</u>	<u>45,489,899</u>	<u>49,903,398</u>	<u>54,948,438</u>	<u>59,504,070</u>	<u>57,728,378</u>	<u>58,721,187</u>	<u>62,456,880</u>	<u>75,803,852</u>	<u>84,638,052</u>
Changes in Net Assets										
Governmental activities	15,133,292	6,723,719	4,834,625	12,134,486	19,988,542	11,978,413	16,545,955	22,488,634	14,987,614	19,604,090
Business-type activities	17,382,863	10,720,917	9,356,134	11,861,114	6,141,201	6,590,155	11,578,983	(844,771)	11,488,597	15,632,433
Total Primary Government	<u>\$ 32,516,155</u>	<u>\$ 17,444,636</u>	<u>\$ 14,190,759</u>	<u>\$ 23,995,600</u>	<u>\$ 26,129,743</u>	<u>\$ 18,568,568</u>	<u>\$ 28,124,938</u>	<u>\$ 21,643,863</u>	<u>\$ 26,476,211</u>	<u>\$ 35,236,523</u>

TOWN OF JUPITER, FLORIDA

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes	Franchise Fees	Public Service Taxes	Communications Services Taxes	Sales Taxes	Gas Taxes	Total
2015	\$ 22,321,359	\$ 4,708,567	\$4,521,728	\$ 2,712,314	\$ 4,381,431	\$ 1,280,924	\$ 39,926,323
2016	24,582,705	4,666,753	4,717,433	2,610,258	4,521,600	1,325,773	42,424,522
2017	26,376,117	4,555,475	4,872,381	2,527,223	6,965,372	1,394,012	46,690,580
2018	27,999,283	4,780,075	4,963,194	2,627,795	9,231,139	1,385,729	50,987,215
2019	29,327,134	4,796,053	5,082,420	2,604,323	9,475,646	1,402,154	52,687,730
2020	30,708,041	4,685,329	5,070,326	2,627,216	8,986,318	1,251,589	53,328,819
2021	31,944,223	4,833,111	5,187,400	2,509,229	10,267,047	1,297,878	56,038,888
2022	33,179,247	5,538,675	5,356,468	2,619,349	12,321,307	1,368,417	60,383,463
2023	37,305,224	6,291,831	5,990,871	2,723,315	12,306,233	1,382,329	65,999,803
2024	40,545,054	6,151,510	6,128,342	2,885,962	12,234,731	1,410,021	69,355,620

TOWN OF JUPITER, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Fund										
Nonspendable:										
Inventory	\$ 62,610	\$ 66,005	\$ 83,445	\$ 29,760	\$ 20,970	\$ 19,181	\$ 14,003	\$ 26,742	\$ 21,002	\$ 32,428
Prepaid items	16,937	10,997	22,948	13,991	18,025	224,859	3,722	11,652	8,042	9,603
Advances from other funds	7,141,327	5,957,885	5,901,436	5,009,196	4,908,899	4,108,899	3,608,899	3,108,899	2,608,899	2,008,899
Note receivable	201,173	171,173	111,173	111,173	111,173	111,173	111,173	--	--	--
Restricted for:										
Law enforcement	616,188	509,748	823,659	471,525	475,935	67,733	97,800	128,982	241,911	245,449
Economic development	1,055,891	1,163,147	1,520,195	1,039,623	1,800,720	1,825,675	1,848,970	1,872,147	1,176,366	447,617
Assigned to:										
Subsequent year's budget	936,613	--	--	228,823	--	--	--	--	--	--
Health insurance	--	--	--	--	--	--	--	--	8,807,477	10,287,436
Unassigned	<u>26,918,797</u>	<u>31,856,248</u>	<u>29,676,802</u>	<u>33,412,574</u>	<u>39,570,998</u>	<u>45,539,373</u>	<u>51,333,641</u>	<u>48,162,407</u>	<u>52,095,593</u>	<u>54,922,154</u>
Total General Fund	<u>36,949,536</u>	<u>39,735,203</u>	<u>38,139,658</u>	<u>40,316,665</u>	<u>46,906,720</u>	<u>51,896,893</u>	<u>57,018,208</u>	<u>53,310,829</u>	<u>64,959,290</u>	<u>67,953,586</u>
All Other Governmental Funds										
Nonspendable:										
Prepaid items	--	--	--	--	2,966	--	395	495	--	450
Advances from other funds	--	--	--	--	--	1,164,088	993,011	816,801	--	--
Note receivable	--	--	--	--	74,087	74,087	--	--	--	--
Restricted for:										
Public safety	--	--	--	--	--	--	--	--	156,036	--
Debt service	1,460,655	1,523,685	1,565,663	2,002,353	2,029,608	500,199	549,434	575,012	595,600	620,532
Capital projects	3,583,629	3,939,363	7,708,287	12,962,802	8,148,311	9,117,100	14,038,683	12,517,144	14,992,313	21,789,053
Law enforcement	409,221	247,577	259,512	145,212	209,801	171,265	194,883	197,134	183,035	195,248
Economic Development	--	--	--	--	--	--	--	--	536,777	2,005,318
Assigned to:										
Capital projects	13,615,890	13,859,274	14,157,056	16,307,489	28,998,901	18,946,806	20,558,128	48,466,137	32,973,274	35,316,607
Unassigned Special Revenue										
Funds (deficit)	<u>(5,218,611)</u>	<u>(4,354,660)</u>	<u>(4,115,803)</u>	<u>(4,720,286)</u>	<u>(4,696,887)</u>	<u>(3,894,193)</u>	<u>(2,986,968)</u>	<u>(1,144,992)</u>	--	--
Total All Other Governmental Funds	<u>\$ 13,850,784</u>	<u>\$ 15,215,239</u>	<u>\$ 19,574,715</u>	<u>\$ 26,697,570</u>	<u>\$ 34,766,787</u>	<u>\$ 26,079,352</u>	<u>\$ 33,347,566</u>	<u>\$ 61,427,731</u>	<u>\$ 49,437,035</u>	<u>\$ 59,927,208</u>

TOWN OF JUPITER, FLORIDA

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues										
Taxes	\$ 30,836,325	\$ 33,236,169	\$ 35,169,733	\$ 36,976,001	\$ 38,416,031	\$ 39,657,172	\$ 40,938,730	\$ 42,523,481	\$ 47,401,739	\$ 50,969,379
Franchise fees	4,708,567	4,666,753	4,555,475	4,780,075	4,796,053	4,685,329	4,833,111	5,538,675	6,291,831	6,151,510
Licenses and permits	1,533,911	1,066,601	1,171,336	1,180,932	979,343	707,491	762,304	279,374	120,036	315,752
Intergovernmental	7,635,751	9,510,011	9,773,878	12,309,014	12,830,540	14,340,018	13,736,370	19,411,528	19,322,212	17,462,849
Charges for services	7,301,741	7,417,420	7,617,007	8,098,492	8,968,660	8,614,311	8,922,017	10,424,324	12,161,668	12,980,384
Fines and forfeitures	588,992	275,109	492,517	317,617	217,147	188,464	452,487	247,665	296,391	295,416
Investment earnings	921,474	742,188	853,056	1,028,793	2,901,309	1,353,660	266,966	(21,358)	4,203,076	7,555,340
Donations	93,187	131,426	94,048	108,014	164,855	71,940	1,344,936	420,849	214,594	213,269
Miscellaneous	572,514	407,932	1,072,829	1,179,402	1,063,509	805,401	768,075	942,337	729,483	1,439,846
Total Revenues	54,192,462	57,453,609	60,799,879	65,978,340	70,337,447	70,423,786	72,024,996	79,766,875	90,741,030	97,383,745
Expenditures										
General government	14,755,838	15,764,985	17,212,029	16,923,247	16,495,149	16,581,794	17,996,107	20,216,947	22,233,492	24,764,200
Public safety	18,470,593	20,166,583	21,149,280	22,278,196	22,533,970	24,198,507	23,747,051	24,888,071	26,158,644	29,270,108
Engineering and public works	5,998,872	6,822,473	7,941,816	8,371,545	8,732,062	8,157,359	8,566,185	8,373,703	8,790,089	11,509,272
Culture and recreation	2,493,809	2,533,217	3,272,414	3,017,915	3,370,928	2,707,088	3,220,765	3,355,609	4,674,805	3,985,080
Capital outlay	6,609,289	4,766,872	5,125,886	2,952,087	6,466,306	19,225,974	7,095,842	3,944,786	28,081,705	11,925,008
Debt service										
Principal	2,308,667	2,386,459	2,479,478	2,562,727	2,666,210	2,764,931	6,320,000	1,960,641	2,483,322	2,412,804
Interest	990,831	912,340	873,015	774,820	667,431	548,680	481,371	180,126	155,977	217,001
Total Expenditures	51,627,899	53,352,929	58,053,918	56,880,537	60,932,056	74,184,333	67,427,321	62,919,883	92,578,034	84,083,473
Revenues Over (Under) Expenditures	2,564,563	4,100,680	2,745,961	9,097,803	9,405,391	(3,760,547)	4,597,675	16,846,992	(1,837,004)	13,300,272
Other Financing Sources (Uses)										
Issuance of refunding debt	--	--	--	--	--	--	7,885,858	--	--	--
Subscription based financing arrangement									3,444,097	41,054
Proceeds from sale of assets	80,788	53,868	17,970	44,891	19,342	84,535	73,497	64,537	70,408	148,922
Insurance recoveries	5,000	--	--	--	--	--	--	--	--	--
Other debt service costs	--	--	--	--	--	--	(48,001)	--	--	--
Transfers in	4,425,579	3,875,995	5,838,077	4,375,651	20,149,856	11,148,454	2,544,796	29,334,242	5,872,810	19,394,868
Transfers out	(4,478,079)	(3,877,421)	(5,838,077)	(4,218,483)	(14,915,317)	(11,169,704)	(2,664,296)	(21,872,985)	(7,892,546)	(19,400,647)
Total Other Financing Sources (Uses)	33,288	52,442	17,970	202,059	5,253,881	63,285	7,791,854	7,525,794	1,494,769	184,197
Net Change in Fund Balances	\$ 2,597,851	\$ 4,153,122	\$ 2,763,931	\$ 9,299,862	\$ 14,659,272	\$ (3,697,262)	\$ 12,389,529	\$ 24,372,786	\$ (342,235)	\$ 13,484,469
Debt Service as a Percentage of										
Non-Capital Expenditures	<u>7.33%</u>	<u>6.79%</u>	<u>6.33%</u>	<u>6.19%</u>	<u>6.12%</u>	<u>6.03%</u>	<u>11.27%</u>	<u>3.63%</u>	<u>4.09%</u>	<u>3.64%</u>

TOWN OF JUPITER, FLORIDA

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes (1)	Public Service Taxes	Communications Services Taxes	Gas Taxes	Total Taxes	Franchise Fees	Total
2015	\$22,321,359	\$ 4,521,728	\$ 2,712,314	\$ 1,280,924	\$ 30,836,325	\$4,708,567	\$35,544,892
2016	24,582,705	4,717,433	2,610,258	1,325,773	33,236,169	4,666,753	37,902,922
2017	26,376,117	4,872,381	2,527,223	1,394,012	35,169,733	4,555,475	39,725,208
2018	27,999,283	4,963,194	2,627,795	1,385,729	36,976,001	4,780,075	41,756,076
2019	29,327,134	5,082,420	2,604,323	1,402,154	38,416,031	4,796,053	43,212,084
2020	30,708,041	5,070,326	2,627,216	1,251,589	39,657,172	4,685,329	44,342,501
2021	31,944,223	5,187,400	2,509,229	1,297,878	40,938,730	4,833,111	45,771,841
2022	33,179,247	5,356,468	2,619,349	1,368,417	42,523,481	5,538,675	48,062,156
2023	37,305,224	5,990,871	2,723,315	1,382,329	47,401,739	6,291,831	53,693,570
2024	40,545,054	6,128,342	2,885,962	1,410,021	50,969,379	6,151,510	57,120,889

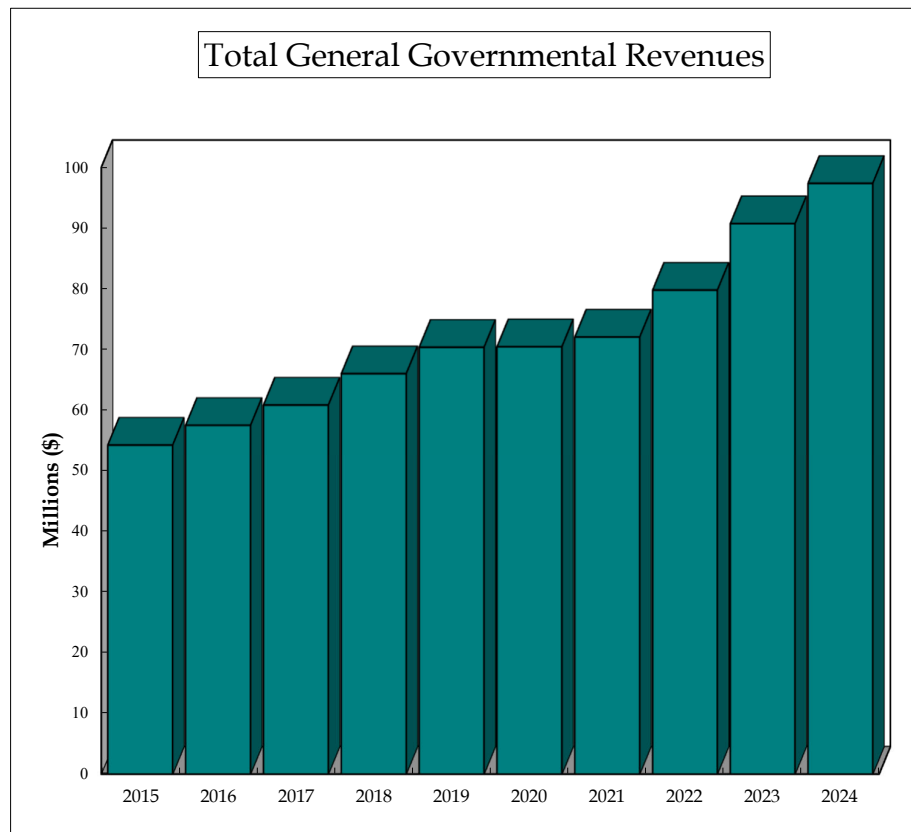
(1) Includes CRA tax increment revenues from the Town and Palm Beach County.

TOWN OF JUPITER, FLORIDA

TOTAL GENERAL GOVERNMENTAL REVENUES BY SOURCE

LAST TEN FISCAL YEARS MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Taxes and Franchise Fees	Licenses and Permits	Intergovernmental	Charges for Services	Fines and Forfeitures	Investment Earnings	Special Assessments	Miscellaneous	Total
2015	\$35,544,892	\$1,533,911	\$7,635,751	\$7,301,741	\$588,992	\$921,474	\$--	\$665,701	\$54,192,462
2016	37,902,922	1,066,601	9,510,011	7,417,420	275,109	742,188	--	539,358	57,453,609
2017	39,725,208	1,171,336	9,773,878	7,617,007	492,517	853,056	--	1,166,877	60,799,879
2018	41,756,076	1,180,932	12,309,014	8,098,492	317,617	1,028,793	--	1,287,416	65,978,340
2019	43,212,084	979,343	12,830,540	8,968,660	217,147	2,901,309	--	1,228,364	70,337,447
2020	44,342,501	707,491	14,340,018	8,614,311	188,464	1,353,660	--	877,341	70,423,786
2021	45,771,841	762,304	13,736,370	8,922,017	452,487	266,966	--	2,113,011	72,024,996
2022	48,062,156	279,374	19,411,528	10,424,324	247,665	(21,358)	--	1,363,186	79,766,875
2023	53,693,570	120,036	19,322,212	12,161,668	296,391	4,203,076	--	944,077	90,741,030
2024	57,120,889	315,752	17,462,849	12,980,384	295,416	7,555,340	--	1,653,115	97,383,745

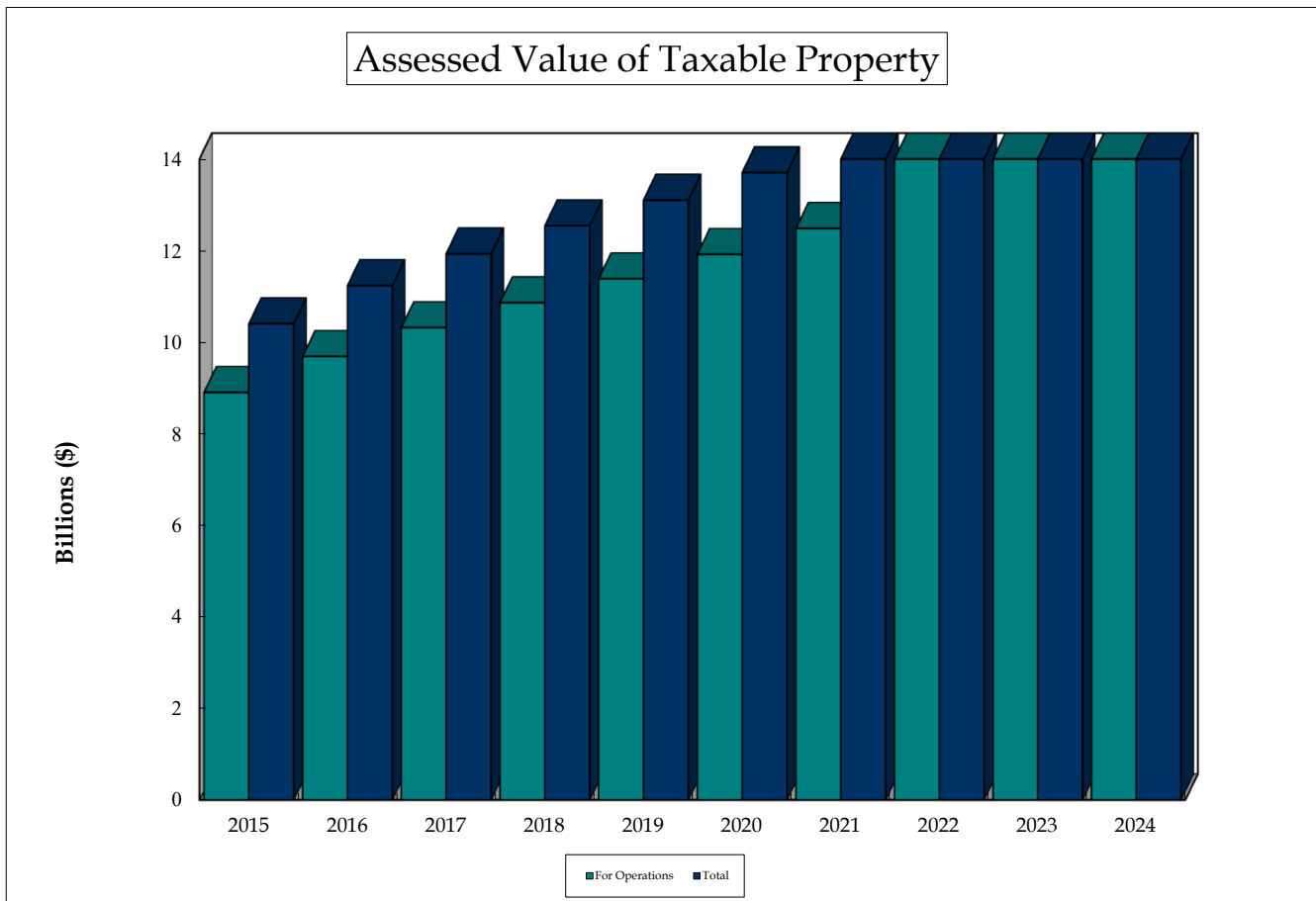


TOWN OF JUPITER, FLORIDA

ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Year	Real Property	Personal Property	Centrally Assessed Property	Exemptions	Assessed Value for Operations	Total Town Tax Rate	Total Taxable Value (1)
2015	\$ 10,005,490,403	\$ 403,379,190	\$ 1,748,444	\$ 1,496,530,217	\$ 8,914,087,820	2.7927	\$10,410,618,037
2016	10,845,565,535	395,066,652	1,928,796	1,544,975,723	9,697,585,260	2.7364	11,242,560,983
2017	11,583,806,982	348,811,183	2,026,948	1,609,024,923	10,325,620,190	2.6963	11,934,645,113
2018	12,175,877,382	367,909,293	2,033,088	1,676,169,844	10,869,649,919	2.6815	12,545,819,763
2019	12,756,217,115	345,974,844	2,033,243	1,714,368,700	11,389,856,502	2.6611	13,104,225,202
2020	13,341,314,232	358,916,726	2,029,787	1,780,635,673	11,921,625,072	2.6524	13,702,260,745
2021	13,929,871,921	363,343,424	2,082,535	1,808,832,565	12,486,465,315	2.6524	14,295,297,880
2022	15,608,191,232	401,636,595	2,276,838	1,922,579,247	14,089,525,418	2.6326	16,012,104,665
2023	17,435,693,444	457,260,755	2,408,662	2,054,962,716	15,840,400,145	2.6134	17,895,362,861
2024	18,877,688,812	468,791,824	4,942,227	2,095,581,644	17,255,841,219	2.5224	19,351,422,863



(1) Florida state law requires all property to be assessed at current fair market value.

Source: Palm Beach County Property Appraiser

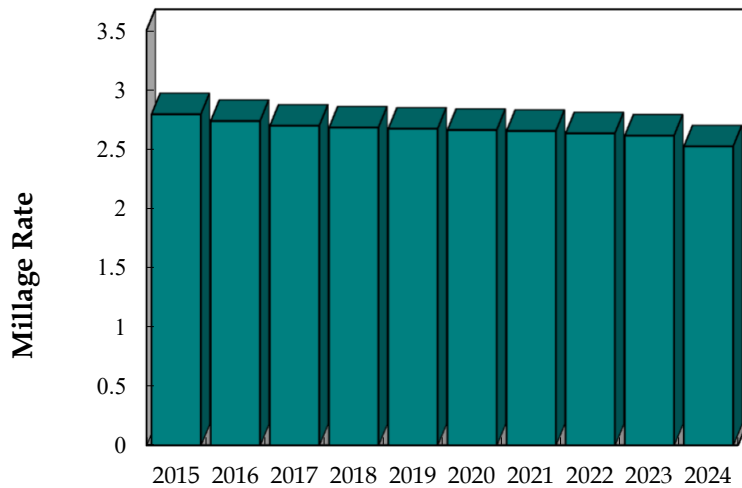
TOWN OF JUPITER, FLORIDA

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS

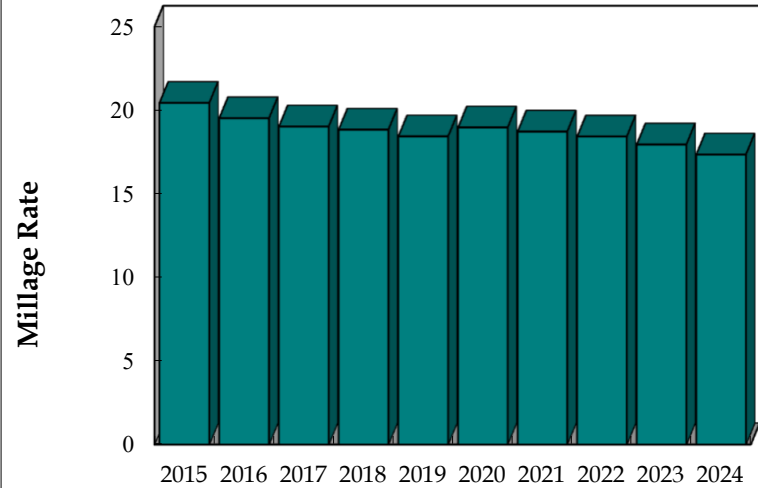
LAST TEN FISCAL YEARS RATE PER \$1,000 OF ASSESSED VALUE

Fiscal Year	Town of Jupiter Property Tax Rates			Overlapping Property Tax Rates - Palm Beach County			Overlapping Property Tax Rates - Palm Beach County School District				Palm Beach County Special Districts	Total
	Operating Millage	General		Operating Millage	General		Operating Millage	General		Total School Millage		
		Obligation Debt Service	Total Town Millage		Obligation Debt Service	Total County Millage		Obligation Debt Service	Total			
2015	2.5142	0.2785	2.7927	4.7815	0.1914	4.9729	7.594	--	7.594	5.0789	20.4385	
2016	2.4834	0.2530	2.7364	4.7815	0.1327	4.9142	7.070	--	7.070	4.7998	19.5204	
2017	2.4633	0.2330	2.6963	4.7815	0.1208	4.9023	6.769	--	6.769	4.6566	19.0242	
2018	2.4633	0.2182	2.6815	4.7815	0.1208	4.9023	6.769	--	6.769	4.4836	18.8364	
2019	2.4633	0.2079	2.6712	4.7815	0.1165	4.8980	6.572	--	6.572	4.2889	18.4301	
2020	2.4633	0.1978	2.6611	4.7815	0.0765	4.8580	7.164	--	7.164	4.2838	18.9669	
2021	2.4633	0.1891	2.6524	4.7815	0.0309	4.8124	7.010	--	7.010	4.2461	18.7209	
2022	2.4633	0.1693	2.6326	4.7815	0.0334	4.8149	6.875	--	6.875	4.1011	18.4236	
2023	2.4633	0.1501	2.6134	4.7150	0.0289	4.7439	6.519	--	6.519	4.0702	17.9465	
2024	2.3894	0.1330	2.5224	4.5000	0.0188	4.5188	6.457	--	6.457	3.8465	17.3447	

Town of Jupiter Property Tax Rates



Total Property Tax Rates



TOWN OF JUPITER, FLORIDA

PRINCIPAL PROPERTY TAXPAYERS

CURRENT YEAR AND NINE YEARS AGO

	2024		
	Taxable Assessed Valuation	Rank	Percentage of Assessed Value for Operations
Florida Power & Light Co	\$ 156,136,821	1	0.81%
BVF V Sophia LLC	123,187,453	2	0.64%
AA Propco 2022 LLC	104,037,648	3	0.54%
Northland Barcelona LLC	103,159,372	4	0.53%
Northland Floresta LLC	91,184,758	5	0.47%
Harbourside Place LLC	64,400,000	6	0.33%
Club at Admirals Cove, Inc.	60,557,527	7	0.31%
PRCP Abacoa Investment LLC	46,723,808	8	0.24%
Jupiter Resort LLC	44,840,595	9	0.23%
Jupiter Rehab Realty Holdings, LLC	38,720,000	10	0.20%
Totals	<u>\$ 832,947,982</u>		<u>4.30%</u>

(Continued)

Source: Palm Beach County Property Appraiser.

TOWN OF JUPITER, FLORIDA

PRINCIPAL PROPERTY TAXPAYERS (CONTINUED)

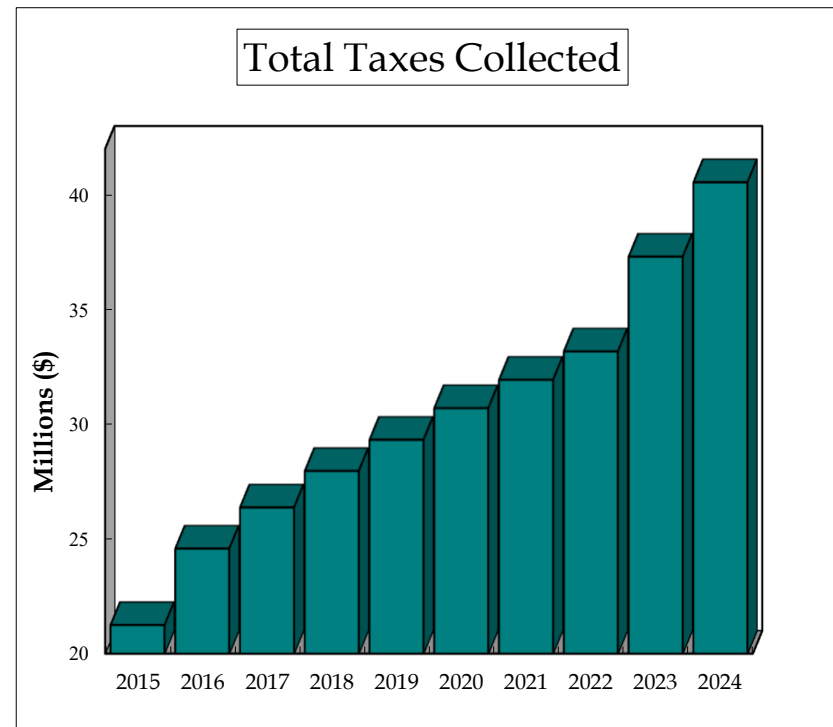
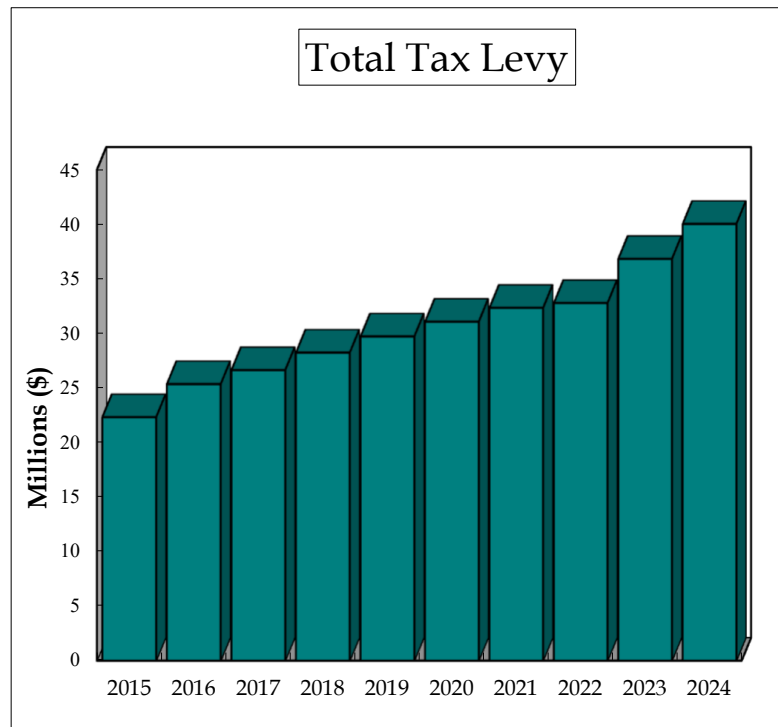
CURRENT YEAR AND NINE YEARS AGO

	2015		
	Taxable Assessed Valuation	Rank	Percentage of Assessed Value for Operations
Florida Power & Light Co	\$ 120,099,440	1	1.35%
Harbourside Place LLC	95,892,685	2	0.50%
Heart Abacoa LLC	63,866,915	3	0.72%
Northland Floresta LLC	52,433,035	4	0.59%
Divosta Homes, LP	45,238,376	5	0.51%
Oprock Jupiter Fee LLC	31,795,727	6	0.36%
Dakota Abacoa Housing LLC	29,459,392	7	0.33%
Jupiter CC LLC	25,507,913	8	0.29%
Club at Admirals Cove, Inc.	25,061,108	9	0.28%
Regency Centers LP	25,000,000	10	0.28%
	<u>\$ 514,354,591</u>		<u>5.19%</u>

TOWN OF JUPITER, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year	Total Tax Levy	Amount of Current Taxes Collected (1)	Percent of Total Tax Levy Collected	Amount of Delinquent Taxes Collected	Total Collected for the Year	Ratio of Total Taxes Collected to Current Levy	Accumulated Delinquent Taxes	Ratio of Delinquent Taxes to Current Levy
2015	\$ 22,321,359	\$ 21,209,368	95.0	\$ 36,709	\$ 21,246,077	95.2	N/A	N/A
2016	25,355,767	24,459,033	96.5	123,672	24,582,705	97.0	N/A	N/A
2017	26,641,448	26,338,234	98.9	37,883	26,376,117	99.0	N/A	N/A
2018	28,247,551	27,964,200	99.0	--	27,964,200	99.0	N/A	N/A
2019	29,722,342	29,321,830	98.7	5,304	29,327,134	98.7	N/A	N/A
2020	31,071,637	30,689,530	98.8	18,511	30,708,041	98.8	N/A	N/A
2021	32,349,608	31,934,486	98.7	9,738	31,944,224	98.7	N/A	N/A
2022	32,790,681	33,169,660	101.2	9,587	33,179,247	101.2	N/A	N/A
2023	36,839,038	37,187,744	100.9	117,480	37,305,224	101.3	N/A	N/A
2024	(1) 40,036,524	40,514,126	101.2	30,928	40,545,054	101.3	N/A	N/A



(1) Includes discount taken for early payment of property taxes.

TOWN OF JUPITER, FLORIDA

RATIOS OF GENERAL BONDED DEBT OUTSTANDING AND OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS (DOLLARS IN THOUSANDS, EXCEPT PER CAPITA)

Fiscal Year	Governmental Activities						Business-type Activities				Primary Government			
	General Bonded Debt													
	General Obligation Bonds, Net ⁽¹⁾	Percentage of Total Taxable Value ⁽²⁾	Per Capita ⁽³⁾	Sales Tax Revenue Bonds	Subscription Liability	Total Governmental Activities	Water Revenue Bonds	Stormwater Loan	Subscription Liability	Total Business- type Activities	Total Primary Government	Percentage of Total Taxable Value ⁽²⁾ of Property	Percentage of Personal Income ⁽³⁾	Per Capita ⁽³⁾
		of Property												
2015	\$ 14,435	13.9%	\$ 244	\$ 4,675	\$ --	\$ 19,110	\$ 28,960	\$ 108	\$ --	\$ 29,068	\$ 48,178	0.46 %	50.36	\$ 815
2016	12,947	11.5%	214	4,675	--	17,622	26,400	54	--	26,454	44,076	0.39	42.43	727
2017	11,390	9.5%	186	2,869	--	14,259	23,710	--	--	23,710	37,969	0.32	34.53	619
2018	9,767	7.8%	157	1,936	--	11,703	20,885	--	--	20,885	32,588	0.26	27.50	525
2019	8,064	6.2%	129	980	--	9,044	18,573	--	--	18,573	27,617	0.21	22.16	442
2020	6,286	4.6%	99	--	--	6,286	16,406	--	--	16,406	22,692	0.17	17.21	359
2021	7,886	5.5%	129	--	--	7,886	14,137	--	--	14,137	22,023	0.15	N/A	360
2022	5,925	3.7%	97	--	--	5,925	11,843	--	--	11,843	17,768	0.11	N/A	290
2023	3,957	2.2%	65	--	2,929	6,886	9,538	--	138	9,676	16,562	0.09	N/A	270
2024	1,982	1.0%	32	--	2,532	4,514	7,911	--	52	7,963	12,477	0.06	N/A	204

Note: Details about the Town's outstanding debt can be found in the notes to the financial statements.

⁽¹⁾ Debt is net of unamortized bond discount.

⁽²⁾ See Table at page 120 for property value data.

⁽³⁾ See Table at page 129 for personal income and population data.

N/A - Personal income information not available.

TOWN OF JUPITER, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2024

	<u>Debt Outstanding</u>	<u>Estimated ⁽¹⁾ Percentage Applicable to Town of Jupiter</u>	<u>Estimated ⁽¹⁾ Share of Direct and Overlapping Debt</u>
Direct Debt:			
Town of Jupiter	\$ 4,514,241	100.00%	\$ 4,514,241
Overlapping Debt:			
Debt repaid with property taxes			
Palm Beach County	104,915,000	6.18%	6,479,613
Other Debt			
Palm Beach County ⁽²⁾	783,308,942	6.18%	48,377,625
Palm Beach County School Board ⁽³⁾	1,416,740,000	6.18%	<u>87,498,703</u>
Total Overlapping Debt			<u>142,355,941</u>
Total Direct and Overlapping Debt			<u>\$ 146,870,182</u>
Estimated Population			61,215
Total Direct and Overlapping Debt per Capita			<u>\$ 2,399</u>

⁽¹⁾ Estimates based on ratio of assessed taxable values.

⁽²⁾ Includes Non Ad Valorem Revenue Bonds (\$616,362,739) and Other Notes and Loans (\$193,280,000).

⁽³⁾ Includes Capital Outlay Bonds (\$18,678,000) and Certificates of Participation (\$1,775,255,000).

Source: Finance Department, Town of Jupiter, Florida
Palm Beach County Finance Department
School Board of Palm Beach County ACFR

TOWN OF JUPITER, FLORIDA

LEGAL DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS (AMOUNTS IN THOUSANDS)

Fiscal Year	Assessed Value for Legal Debt Margin			Legal Debt Margin			Total Net Debt Applicable to the Limit as a Percentage of Debt Limit
	Assessed Value for Operations	Exempt Real Property	Total Assessed Value	Debt Limit ⁽¹⁾	Net Debt Applicable to Limit	Legal Debt Margin	
2015	\$ 8,914,088	\$ 1,496,530	\$ 10,410,618	\$ 1,561,593	\$ 14,435	\$ 1,547,158	0.92%
2016	9,697,585	1,544,976	11,242,561	1,686,384	12,947	1,673,437	0.77%
2017	10,325,620	1,609,025	11,934,645	1,790,197	11,390	1,778,807	0.64%
2018	10,869,650	1,676,170	12,545,820	1,881,873	9,767	1,872,106	0.52%
2019	11,389,857	1,714,369	13,104,226	1,965,634	8,064	1,957,570	0.41%
2020	11,921,625	1,780,636	13,702,261	2,055,339	6,286	2,049,053	0.31%
2021	12,486,465	1,808,833	14,295,298	2,144,295	7,886	2,136,409	0.10%
2022	14,089,525	1,922,579	16,012,104	2,401,816	5,925	2,395,891	0.08%
2023	15,840,400	2,054,963	17,895,363	2,684,304	3,957	2,680,347	0.07%
2024	17,255,841	2,095,582	19,351,423	2,902,713	1,982	2,900,731	0.07%

⁽¹⁾ Debt limit is 15% of total assessed values based on Town ordinance.

TOWN OF JUPITER, FLORIDA

PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year	Sales Tax Revenue Bonds			Water Revenue Bonds				
	Sales Tax Revenue	Debt Service ⁽³⁾	Coverage ⁽⁴⁾	Gross Revenue ⁽¹⁾	Operating Expenses ⁽²⁾	Net Revenue Available for Debt Service	Debt Service ⁽³⁾	Coverage ⁽⁴⁾
2015	\$ 4,381,431	\$ 987,359	4.44	\$ 24,069,201	\$ 12,142,702	\$ 11,926,499	\$ 3,194,605	3.73
2016	4,521,600	987,030	4.58	25,544,277	13,260,368	12,283,909	3,233,251	3.80
2017	4,657,676	991,249	4.70	27,578,625	14,794,859	12,783,766	3,296,838	3.88
2018	4,898,846	992,760	4.93	27,329,670	14,992,883	12,336,787	3,400,428	3.63
2019	4,979,248	996,539	5.00	28,989,206	15,513,104	13,476,102	2,825,882	4.77
2020	4,686,687	998,447	4.69	28,204,402	16,018,428	12,185,974	2,621,662	4.65
2021	--	--	--	28,696,292	15,907,890	12,788,402	2,667,699	4.79
2022	--	--	--	28,490,610	17,783,204	10,707,406	2,635,211	4.06
2023	--	--	--	31,710,337	18,836,109	12,874,228	2,307,499	5.58
2024	--	--	--	35,251,882	19,277,760	15,974,122	1,630,910	9.79

⁽¹⁾ Revenue excludes change in fair value of investments and gain on sale of capital assets.

⁽²⁾ Expenses exclude depreciation.

⁽³⁾ Includes principal and interest of revenue bonds only.
It does not include debt defeasance transactions.

⁽⁴⁾ Required coverage is 1.10.

TOWN OF JUPITER, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Personal Income ⁽²⁾ (in millions)	Per Capita Personal Income ⁽²⁾	Unemployment Rate ⁽³⁾	School Enrollment ⁽⁴⁾
2015	59,108	\$ 95,672	\$ 68,743	5.0%	9,608
2016	60,615	103,876	71,946	3.6%	9,819
2017	61,388	109,974	74,754	3.8%	10,106
2018	62,100	118,519	79,760	3.1%	10,187
2019	62,497	124,632	83,268	3.1%	10,306
2020	63,188	131,881	87,478	6.1%	9,576
2021	61,121	N/A	100,792	3.7%	9,519
2022	61,341	N/A	108,679	1.9%	9,379
2023	61,333	N/A	117,322	3.1%	9,335
2024	61,215	N/A	N/A	N/A	9,245 ⁽⁵⁾

Data Sources:

⁽¹⁾ Source: University of Florida, Bureau of Economic and Business Research.

⁽²⁾ For Palm Beach County - U.S. Department of Commerce, Bureau of Economic Analysis

⁽³⁾ For Palm Beach County - U.S. Department of Labor, Bureau of Labor Statistics (As of the month of October)

⁽⁴⁾ For the 8 Jupiter area schools (5 Elementary, 2 Middle & 1 High) - The School District of Palm Beach County

⁽⁵⁾ Based on October FTE Enrollment Report

N/A - Not available

TOWN OF JUPITER, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer	2024 ⁽¹⁾			2015 ⁽¹⁾		
	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Palm Beach County School District	22,218	1	37%	22,000	1	38%
Florida Atlantic University	6,335	2	11%	2,655	6	5%
Palm Beach County	5,873	3	10%	11,626	2	20%
Tenet Healthcare Corp.	5,734	4	10%	6,100	3	10%
NextEra Energy, Inc. (Headquarters)	5,598	5	9%	3,854	4	7%
Baptist Health South Florida	3,135	6	5%	--	--	--
Veterans Health Administration	2,948	7	5%	2,500	8	4%
HCA Florida Healthcare	2,612	8	4%	--	--	--
Jupiter Medical Center	2,540	9	4%	2,000	10	3%
The Breakers	2,300	10	4%	--	--	--
Hospital Corporation of America	--	--	--	2,714	5	5%
Bethesda Health, Inc.	--	--	--	2,600	7	4%
Boca Raton Regional Hospital	--	--	--	2,500	8	4%
Totals	59,293		100.00%	58,549		100.00%

⁽¹⁾ Source: Business Development Board of Palm Beach County. Data is for Palm Beach County.

* Updated figures unavailable at date of publication

TOWN OF JUPITER, FLORIDA

FULL-TIME EQUIVALENT TOWN EMPLOYEES BY FUNCTION / PROGRAM

LAST TEN FISCAL YEARS

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Government										
Town Manager	3	4	4	4	4	2	2	3	5	5
Town Clerk	5	5	5	5	5	5	4	4	4	4
Finance	8	8	8	8	8	8	8	8	9	10
Human Resources	5	5	5	5	5	5	5	5	5	6
Information Systems	11	11	11	12	12	13	13	13	13	13
Neighborhoods	3	3	3	3	3	3	3	3	3	3
External Affairs	5	5	6	6	6	6	6	6	5	5
Public Safety										
Police Officers	112	116	116	118	118	118	118	118	118	121
Civilian Police	19	22	24	25	25	24	24	24	25	25
Engineering/Public Works										
Engineering	10	10	10	11	11	11	11	11	10	10
Public Works	22	20	20	19	18	19	19	19	26	28
Parks Maintenance	15	19	21	22	25	25	25	25	19	19
Culture and Recreation										
Parks and Recreation	18	18	19	19	20	20	20	20	21	21
Water System										
Plant	28	28	29	29	30	30	30	30	30	31
Field	17	17	17	17	17	18	18	18	18	20
Administration	16	17	18	18	18	17	17	17	17	17
Building Department										
Building	24	24	25	27	28	28	28	28	29	29
Planning	13	15	15	16	16	16	16	16	16	16
Business Registration	4	4	3	3	3	1	1	1	0	0
Code Enforcement	8	7	8	8	8	8	8	8	8	8
Stormwater System										
Field	5	5	5	5	5	5	5	5	5	5
Administration	3	3	4	4	4	4	4	4	6	6
Total	<u>354</u>	<u>366</u>	<u>376</u>	<u>384</u>	<u>389</u>	<u>386</u>	<u>385</u>	<u>386</u>	<u>391</u>	<u>401</u>

TOWN OF JUPITER, FLORIDA

OPERATING INDICATORS BY FUNCTION / PROGRAM

LAST TEN FISCAL YEARS

Function	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public Safety										
Police										
Physical arrests	1,186	1,483	1,535	1,659	1,582	1,571	1,168	1,254	1,452	1,331
Parking violations	1,036	1,164	1,409	1,041	762	640	473	1,136	884	760
Traffic violations	5,400	6,171	5,698	7,984	8,042	7,346	9,366	5,572	6,299	5,229
Code Compliance										
Code violations	3,447	2,352	3,316	3,257	2,293	1,947	1,956	1,303	1,405	1,742
Public Works										
Street resurfacing (lane miles)	5	9	1	9	11	3	4	0	0	16
Pot holes repaired	71	52	58	73	37	40	49	48	27	45
Culture and Recreation										
Parks and Recreation										
Recreation programs offered	537	519	520	525	530	259	352	599	867	1,944
Recreation program participants	59,425	71,073	71,849	79,034	85,525	30,442	44,191	39,626	46,653	58,103
Youth athletic participants (JTAA)	6,256	6,161	6,446	6,423	6,670	5,202	5,723	6,072	6,534	6,628
Camp program participants	1,912	1,876	2,032	2,203	2,807	723	509	751	1,263	1,428
Athletic camp participants	958	960	995	1,120	1,129	--	--	783	840	756
Skate park participants	15,782	22,922	21,803	22,675	6,617	7,731	16,184	9,387	7,688	7,361
Water System										
Water customers	29,180	29,484	29,778	30,087	30,260	30,377	30,455	30,624	30,790	30,846
Permitted Capacity per day (million gallons)	30	30	30	30	30	30	30	30	30	30
Average daily water consumption (million gallons)	16	16	16	16	16	16	16	16	16	16
Building Department										
Building permits issued	8,222	6,297	7,646	8,898	8,743	9,332	10,364	9,433	8,309	7,931
Value of permits (in thousands)	\$ 235,345	\$ 208,708	\$ 175,709	\$ 261,372	\$ 272,649	\$ 198,639	\$ 272,204	\$ 306,525	\$ 236,404	\$ 313,857
Stormwater System										
Stormwater customers	22,600	22,820	22,993	23,155	23,261	23,308	23,376	23,413	23,434	23,439

Sources: Town departments.

TOWN OF JUPITER, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM
LAST TEN FISCAL YEARS

Function/Program	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public Safety										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	150	148	148	147	141	142	145	140	143	141
Code Compliance										
Vehicles	8	8	9	9	8	8	8	8	8	8
Engineering and Public Works										
Centerline road miles	139.21	139.21	138.93	142.79	146.69	148.28	149.08	151.03	151.20	151.26
Culture and Recreation										
Parks and Recreation										
Community Center	1	1	1	1	1	1	1	1	1	1
Civic Center	1	1	1	1	1	1	1	1	1	1
Ballfields - lighted	26	26	26	26	26	26	26	26	26	26
Basketball courts	12	12	12	12	12	12	12	12	12	12
Multi-purpose fields	16	16	16	16	16	16	16	16	16	16
Tennis courts	14	14	14	14	14	14	14	14	14	11
Pickleball courts	--	--	--	--	--	--	--	--	--	13
Parks	17	17	17	18	19	19	19	19	19	19
Parks (acres)	265	265	265	278	--	--	--	--	--	--
Park properties (acres)	--	--	--	--	217	217	217	217	217	217
Open space properties (acres)	--	--	--	--	109	110	110	121	121	121
Water System										
Water mains (miles)	467	468	470	474	476	476	477	478	479	480
Plants	1	1	1	1	1	1	1	1	1	1
Fire hydrants	3,621	3,646	3,717	3,711	3,758	3,780	3,802	3,853	3,863	3,872
Building Department										
Vehicles	9	9	9	9	9	9	9	9	9	9
Stormwater System										
Stormwater sewers (miles)	86	93.8	93.8	92.7	93.9	94.4	94.9	96.7	97.0	97.3

Source: Town departments.

N/A: Not available.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF INSURANCE IN FORCE

AS OF SEPTEMBER 30, 2024

Type of Coverage	Coverage Amount	
Property	185,510,045	(1, 10)
Equipment Breakdown	100,000,000	(1, 10)
Inland Marine	4,098,845	(1, 10)
Ocean Marine	265,432	(13, 17)
Crime/Employee Dishonesty	250,000	(1, 9)
Deadly Weapon Protection	1,000,000	(1)
General Liability	2,000,000 per claim/no aggregate	(1, 6, 9)
Cyber Liability	2,000,000 per claim/no aggregate	(1)
Law Enforcement Liability	1,000,000/1,000,000	(1, 2, 7, 9)
Automobile Liability	1,000,000	(1)
Automobile Physical Damage	ACV or repair	(1, 15)
Public Officials & Employment Practices Liability	1,000,000	(1)
Workers' Compensation	Statutory	(1)
Employers' Liability Limit for Workers Compensation	1,000,000	(1, 18)
Environmental Insurance (Pollution)	1,000,000/1,000,000	(7, 12)
Railroad Protective Liability	2,000,000/6,000,000	(8, 14)
Police - Statutory Accidental Death and Dismemberment	225,000	(5, 11)
	75,000	(5, 11)
	75,000	(5, 11)
CRA (Director & Officers including Employment Practices)	1,000,000 Aggregate	(7, 16)
Life Insurance	200,000	(3, 19)
AD&D Insurance	200,000	(3, 19)
Medical - HMO	Unlimited	(4, 20)
Medical - HSA	Unlimited	(4, 20)
Additional Insured Policy (Locations/Special Events)		
General Liability (Additional Insured Locations/Events)	1,000,000/2,000,000	(21, 22)
General Liability Excess Policy	2,000,000/2,000,000	(21, 23)
Drone/Aircraft Liability	1,000,000 per occurrence	(24, 25)

- (1) Coverage is through Preferred Governmental Insurance Trust.
- (2) Coverage is per person/per occurrence.
- (3) Coverage is based on Class of eligible employee and salary to a maximum of \$200,000.
- (4) Lifetime maximum per individual.
- (5) Coverage is mandated by Florida Statute and adjusted for cost of living based upon a formula.
- (6) Coverage applicable to claims \$2,000,000 per occurrence. Note: No aggregate on Bodily Injury, Property Damage or Employee benefits liability.
- (7) Coverage applicable to claims \$1,000,000 per occurrence, \$1,000,000 aggregate.
- (8) Coverage applicable to claims \$2,000,000 per occurrence, \$6,000,000 aggregate for annual maintenance and upkeep of land in right of way of railroad.
- (9) Coverage is per occurrence.
- (10) Coverage is based upon property schedule.
- (11) Coverage is through Ace American Insurance Company.
- (12) Coverage is through Indian Harbor Insurance Company.
- (13) Coverage is through Great American Insurance Company.
- (14) Coverage is through Hudson Insurance Company.
- (15) Actual Cash Value at the time of loss minus deductible.
- (16) Coverage is through Executive Risk Indemnity, Inc.
- (17) Coverage based on Ocean Marine Application.
- (18) Coverage applicable to Bodily Injury by accident \$1,000,000; Bodily Injury by Disease Agreement Limit \$1,000,000; and Bodily Injury by Disease each employee \$1,000,000.
- (19) Coverage through Florida Blue.
- (20) Coverage is through Nautilus Insurance Company.
- (21) Coverage applicable to claims \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (22) Coverage applicable to claims \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (23) Coverage applicable to claims \$2,000,000 per occurrence, \$2,000,000 aggregate.
- (24) Coverage is through Global Aerospace
- (25) Coverage applicable to claims Aircraft Liability \$1,000,000 per occurrence; Personal Injury Limit \$1,000,000

Sources: Town departments

SALARIES OF PRINCIPAL OFFICIALS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Official	Annual Salary
Mayor	\$ 22,200
Council (4 members)	18,600 (per member)
Town Manager	248,063
Police Chief	198,362
Utilities Director	193,199
Engineering and Public Works Director	135,250
Finance Director	165,375
Assistant Town Manager	207,823
Planning and Zoning Director	175,807
Construction Services Director	193,314
Town Clerk	113,181
Information Systems Director	143,764
Parks and Recreation Director	142,663
Senior Director of Internal Services	152,956
Human Resources Director	141,750
Fire Chief	182,000
Building Official	119,603

REPORTING SECTION

**Independent Auditors' Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards**

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"), the financial statements of the Town of Jupiter, Florida (the "Town") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated March 28, 2025. Our report includes a reference to another auditor who audited the financial statements of the Municipal Police Officers' Retirement Trust Fund, the fiduciary fund of the Town, as described in our report on the Town's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CBIZ CPAs P.C.

West Palm Beach, Florida
March 28, 2025

**Independent Auditors' Report on Compliance for the Major
Federal Program and Report on Internal Control over
Compliance Required by the Uniform Guidance**

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

Report on Compliance for the Major Federal Program

We have audited the Town of Jupiter, Florida (the "Town") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Town's major federal program for the fiscal year ended September 30, 2024. The Town's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Town's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CBIZ CPAs P.C.

West Palm Beach, Florida
March 28, 2025

TOWN OF JUPITER, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Federal Agency, Pass-through Grantor Program of Cluster Title	Assistance Listing Number	Grant Number/ Pass-through Entity Identifying Number	Federal Expenditures
<u>United States Department of Housing and Urban Development</u>			
Direct Programs:			
Community Development Block Grants/Entitlement Grants	14.218	B-19-MC-12-0059	\$ 23,534
Community Development Block Grants/Entitlement Grants	14.218	B-20-MC-12-0059	44,976
Community Development Block Grants/Entitlement Grants	14.218	B-23-MC-12-0059	117,841
COVID-19 Community Development Block Grant	14.218	B-20-MW-12-0059	248,547
Total CDBG-Entitlement/Special Purpose Grants Cluster			<u>434,898</u>
Total United States Department of Housing and Urban Development			<u>434,898</u>
<u>United States Department of Justice</u>			
Direct Programs:			
Bulletproof Vest Partnership Program	16.607	2023BUBX23033830	5,882
Total Bulletproof Vest Partnership Programs			<u>5,882</u>
Equitable Sharing Program	16.922	N/A	10,163
Total Equitable Sharing Programs			<u>10,163</u>
Indirect Program:			
Edward Byrne Memorial Justice Assistant Grant	16.738	R7026	7,401
Total Edward Byrne Memorial Justice Assistance Grant Program			<u>7,401</u>
Total United States Department of Justice			<u>23,446</u>
<u>United States Department of Treasury</u>			
Direct Program:			
Coronavirus State and Local Fiscal Recovery Funds	21.027	1505-0271	471,104
Total United States Department of Treasury			<u>471,104</u>
<u>United States Department of Homeland Security</u>			
Indirect Program:			
Passed through Florida Division of Emergency Management			
Disaster Grants-Public Assistance (Hurricane Nicole)	97.036	Z3105/DR-4673	121,260
Total United States Department of Homeland Security			<u>121,260</u>
Total Expenditures of Federal Awards			<u>\$ 1,050,708</u>

See accompanying notes to schedule of expenditures of federal awards.

TOWN OF JUPITER, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditure activity of all federal awards of the Town of Jupiter, Florida (the “Town”) for the fiscal year ended September 30, 2024. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Town, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Town. Expenditures of State financial assistance for the fiscal year ended September 30, 2024 did not exceed the \$750,000 threshold for a Florida Single Audit.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Certain pass-through entity identifying numbers were not available for pass-through awards listed in the Schedule for the fiscal year ended September 30, 2024.

NOTE 3 – INDIRECT COST RATE

The Town has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 – SUBRECIPIENTS

The Town made no payments to subrecipients from Federal awards for the fiscal year ended September 30, 2024.

TOWN OF JUPITER, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

___ Yes X No

Significant deficiency(ies) identified?

___ Yes X None reported

Non-compliance material to financial statements noted?

___ Yes X No

Federal Awards

Internal control over the major programs:

Material weakness(es) identified?

___ Yes X No

Significant deficiency(ies) identified?

___ Yes X None reported

Type of auditors' report issued on compliance for the Major federal programs:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?

___ Yes X No

Identification of the Major Federal Program:

Name of Federal Program

Assistance Listing No.

Coronavirus State and Local Fiscal Recovery Funds

21.027

Dollar threshold used to distinguish between Type A and Type B federal programs:

\$ 750,000

Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?

X Yes ___ No

TOWN OF JUPITER, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

TOWN OF JUPITER, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I – PRIOR YEAR AUDIT FINDINGS

None

SECTION II – PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

**Management Letter in Accordance with the
Rules of the Auditor General for the State of Florida**

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Jupiter, Florida (the “Town”), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 28, 2025. We did not audit the financial statements of the Municipal Police Officers’ Retirement Trust Fund, which represents 84%, 84% and 75%, respectively, of the assets, net position/fund balance, and revenues/additions of the aggregate remaining fund information.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for the Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings; and Independent Accountants’ Report on examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated March 28, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no audit findings made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements. Also, as discussed in Note 1, the Town included the Jupiter Community Redevelopment Agency (the “CRA”) as a component unit of the Town.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management’s responsibility to monitor the Town’s financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was done as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Program

As required by Section 10.554(1)(i)6.a, Rules of the Auditor General, requires a statement to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Town’s geographical boundaries during the fiscal year under audit. During the fiscal year ended September 30, 2024, the PACE program did not operate within the Town’s geographical boundaries.

Special District Component Unit

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component unit that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Town Council, Audit Committee and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CBIZ CPAs P.C.

West Palm Beach, FL
March 28, 2025

Independent Accountants' Report on Compliance
Pursuant to Section 218.415, Florida Statutes

To the Honorable Mayor, Members of the Town Council,
Audit Committee and Town Manager
Town of Jupiter, Florida

We have examined the Town of Jupiter, Florida (the "Town") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2024. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Town's compliance with the specified requirements.

In our opinion, the Town complied, in all material respects, with Section 218.415, Florida Statutes for the fiscal year ended September 30, 2024.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes and it is not suitable for any other purpose.

CBIZ CPAs P.C.

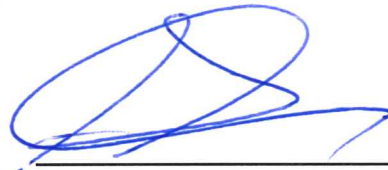
West Palm Beach, FL
March 28, 2025



BEFORE ME, the undersigned authority, personally appeared Scott Reynolds, who being duly sworn, deposes and says on oath that:

1. I am the Finance Director of the Town of Jupiter which is a local governmental entity of the State of Florida.
2. The Town of Jupiter adopted the following Ordinances implementing impact fees:
 - 1) Recreation Impact fees: (Ord 35-93, passed 5-4-1993)
 - 2) Police Impact fees: (Ord 48-95, passed 12-5-1995)
 - 3) Road Impact fees: (Ord 14-04, passed 4-20-2004)
3. The Town of Jupiter has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT



Scott Reynolds

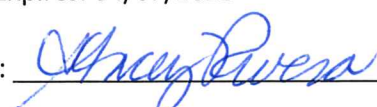
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

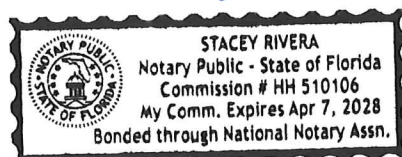
Subscribed and sworn to before me by means of physical presence this 26th day of February 2025, by Scott Reynolds as Finance Director of the Town of Jupiter, who is personally known to me.

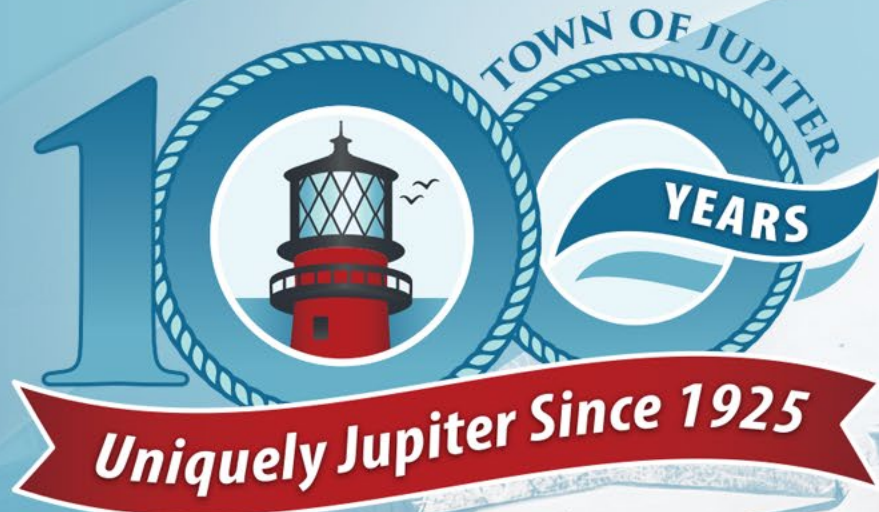
Print Name: Stacey Rivera

My Commission Expires: 04/07/2028

Notary Signature: _____

Seal:





TOWN OF JUPITER

Fire Rescue Update

April 15, 2025



JFRD Major Projects

- Fire rescue transition of services
- Obtaining COPCN for Emergency Medical Services
- Construction of two new fire stations
- Assuming ownership and renovating the Abacoa Fire Station
- Adopting the fire prevention code by ordinance
- Firefighter trainee program
- Developing proposed FY26 budget to include the hiring of all of our operational personnel

JFRD Transition of Services

- The Town intends to continue to be a public safety partner with PBCFR in the interest of the residents and visitors to Jupiter.
- The Town's agreement with the County allows us to explore programs and enhancements that improve service delivery.
- The Town is pursuing a phased approach to transitioning fire protection and emergency medical services to the Town.
- The Town is pursuing a plan that includes:
 - Joint training between JFRD and PBCFR.
 - Joint response to emergency calls beginning August 1, 2026, with full assumption of service on October 1, 2026.

Certificate of Public Convenience and Necessity (COPCN)

- March 20, 2025, the Palm Beach County EMS Advisory Council unanimously recommended to the PBC Commission that the Town of Jupiter be granted a COPCN to provide EMS services within the Town.
- The Palm Beach County Commission will hold a public hearing on June 10 to consider our application.
- Once approved, JFRD will apply for our State of Florida EMS Provider License.

New Fire Stations

- Construction is underway for the Town's new Fire Stations at Piatt Place and adjacent to Cinquez Park.
 - Site work at Piatt Place is almost complete, and vertical construction should begin soon.
 - Site work at Cinquez Park is underway, with the new road for resident access through the park expected to be completed by the first part of May 2025.
 - Both stations are scheduled to be substantially completed by April 2026.

Abacoa Fire Station

- Ownership of the Abacoa Fire Station will revert to the Town of Jupiter when PBCFR ceases to provide fire rescue service to the Town.
- JFRD is working with PBCFR on a transition plan for the Abacoa Fire Station.
 - We have had some meaningful discussions with the PBCFR.
- We will be meeting with them again soon to present a more formal transition plan.

Fire Prevention Code

- The Town is pursuing a phased transition of fire prevention and fire code enforcement services.
- The Town will be hiring its Fire Marshal.
- The Town will need to adopt its own fire prevention code by ordinance.

Firefighter Trainee Program

- The Town of Jupiter has a long-standing tradition of providing its employees with professional development and growth opportunities.
- For over twenty years, the Jupiter Police Department has sponsored trainees through the police academy.
 - Jupiter Fire Rescue is continuing the Town's tradition of providing employees with once-in-a-lifetime opportunities for professional development.
- Five Town employees have accepted the opportunity to become the Town's very first firefighter/EMTs in August.



FY26 Proposed Budget

- All equipment, supplies, vehicles, software, and people must be budgeted in FY26 – which ends September 30, 2026.
- Everyone must be on board and have completed training before October 1, 2026.
- Proposed work week for operational personnel will be a 48-hour workweek.
 - CPSE proposed a 56-hour workweek that included mandatory overtime.
 - A reduction in hours worked per employee per week will require more operational full-time equivalent (FTE) staff.
 - More FTEs = less overtime.

PBCFR Costs Anticipated to Increase

- Remember, the savings seen by taxpayers is the difference in costs between PBCFR and JFRD.
- This difference in cost is expected to grow in the future as PBCFR's costs increase.
- PBCFR's most recent Collective Bargaining Agreement includes:
 - 12% cost of living raises over 3 years.
 - Workweek reduction from 48 hrs to 42 hrs per week by moving to a 24-hour on / 72 hours off shift schedule, or a 4 shift system in January 2027.
 - PBC's 3-year cumulative cost increase is estimated to be \$106.2 million.

JFRD Projected FY27 Budget

- Original projections for JFRD FY27 Budget was \$25 million.
- Current JFRD FY27 Budget projection is still \$25 million.
- PBCFR's FY27 cost to Jupiter (if the contract were not terminated) is projected to be \$31.5 million.



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 1, 2025**

Mayor Kuretski called the meeting to order at 7:01 P.M.

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

MINUTES

1. March 18, 2025 Town Council Meeting Minutes.

Councilor Fore moved to approve March 18, 2025 Town Council Meeting Minutes; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore
Yes	Yes	Yes	Yes

REGULAR AGENDA

2. **Resolution 42-25**, Certifying the results of the Run-off Election – March 25, 2025.

Councilor Delaney moved to approve Resolution 42-25; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore
Yes	Yes	Yes	Yes

3. Installation and Swearing-in of Council Member Elect Phyllis Choy by the Honorable Judge Curley.

Mr. Baird introduced Honorable Judge G. Joseph Curley, who swore in Kuretski and Council Member elect Phyllis Choy.

REPORTS

TOWN ATTORNEY- NONE

TOWN MANAGER

- Councilor Fore's Service – Mr. Kitzerow noted the large amount of work that goes into being a Councilmember and added the privilege he has had working with Councilor Fore. He presented Councilor Fore with a replica nameplate from the prior Council Chambers and a framed picture of the Jupiter Lighthouse as a memento. Mr. Kitzerow thanked him for his service.

REPORTS

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR FORE

- Councilor Fore's Service – Councilor Fore stated he was on the Town's Planning and Zoning Commission (PZC) for over 5 years and thought being a Councilor would be similar, however he realized it was a lot more work. Councilor Fore mentioned he had gotten to know much of the Town Staff and highlighted the competency of Directors and Assistant Directors from several departments. He continued by thanking his colleagues on the Town Council and stressed their proficiency and knowledge.

Councilor Delaney emphasized Councilor Fore jumped right into the position and it was an honor to serve with him.

Vice-Mayor Sundstrom recalled the appointment of Councilor Fore and said he was calm and strong and that remained constant. She noted Councilor Fore had a great temperament for governance and was thankful for his service.

Mayor Kuretski agreed with the other Councilmembers and mentioned he had never seen another Councilor get in a seat and hit the ground running so quickly. He felt blessed Councilor Fore stepped up and shared his wisdom and thanked him for serving the Town.

Motion to Adjourn Sine Die – 7:25 P.M.

Laura Cahill, Town Clerk



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL SECOND MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 1, 2025**

Mayor Kuretski called the meeting to order at 7:34 P.M.

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

Councilor Choy thanked everyone in the Council Chamber, The Honorable Judge Curley, Council, Town Manager and Staff. She expressed her gratefulness and would represent the residents fairly. She thanked her family for their support and also recognized the candidates and wished them well and good health.

PRESENTATION

1. JILONA Shoreline Stabilization and Restoration Project update provided by Peter Dewitt, Bureau of Land Management.

Mr. Peter Dewitt, Jupiter Inlet Lighthouse Outstanding Natural Area Manager, gave a presentation regarding the Jupiter Inlet Lighthouse Outstanding Natural Area. He mentioned a new project to alleviate the erosion and stabilize the shoreline. He reviewed the project objectives, public involvement, wave breaks, project status, and funding.

Vice-Mayor Sundstrom thanked Mr. Dewitt for coming and all his work in finding the funding for the project. She added the project enhanced the recreation and protected the shoreline. She asked if he could provide a one-page flyer with information regarding protection and recreation.

Councilor Delaney thanked Mr. Dewitt and asked if the area would be closed to boaters.

Mr. Dewitt stated the project would only close the area in sections so parts were still open to boaters and pedestrians. Councilor Delaney and Mr. Dewitt discussed breakwaters.

Councilor Choy and Mr. Dewitt discussed the boardwalk.

Mayor Kuretski thanked Mr. Dewitt for his presentation and welcomed him back to provide a status update.

CITIZEN COMMENTS

Mr. Michael Culpepper, resident of Park Street, congratulated Mayor Kuretski, Vice-Mayor Sundstrom, and Councilor Choy for their elections and re-election to Council. He spoke about the historical parking issues concerning Old Dixie Highway.

Mr. Wayne Posner, resident of Carina Drive, congratulated the candidates who won the election. He spoke about several Town projects he supported including the A1A bridge, Jupiter Fire Rescue Department (JFRD), and Indiantown Road improvements. Mr. Posner also said Council salary has not increased in 20 years and it needed to be raised.

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

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

CONSENT AGENDA

PUBLIC BUSINESS

2. **Resolution 30-25**, Approving contracts to Kimley-Horn and Associates, Inc. (WS2524A), Hazen and Sawyer (WS2524B) and Carollo Engineers, Inc. (WS2524C) for Professional Engineering Continuing Consulting Services.
3. **Resolution 41-25**, Supporting the Loxa-Lucie Headwaters Initiative.
4. Approving a three (3) year GIS Small Government Enterprise Agreement (SGEA) to Environmental Systems Research Institute (ESRI) in the amount of \$180,900.
5. Approving the use of Federal Forfeiture Funds for the purchase of a Key Management System in the amount of \$26,696.
6. Approving a three (3) year license renewal for VMware Virtual Server Host Software in the amount of \$270,323.40.
7. Approving a purchase order to WGI, Inc. for construction phase services related to the playground and restroom construction at Maplewood Park, Jupiter Community Park, and Indian Creek Park, for an amount not to exceed \$128,616.16 in accordance with Contract EPW 2016-12D.

REGULAR AGENDA

PUBLIC HEARING

8. Resolution 23-25, 1352 South US Highway One - *Quasi-Judicial* - Site plan application to construct a four-story medical office building on a 1.35+/- acre.

Ex-Parte Communications:

- Vice-Mayor Sundstrom said she met with the applicant a week ago, had a meeting with Staff today, and drove by the site.
- Mayor Kuretski mentioned he visited the site today to observe conditions.
- Councilor Delaney stated drove by the site today and had a phone call with Mr. Donaldson Hearing and the Applicant.
- Councilor Choy said she had a phone call with Mr. Hearing.

Town Clerk swore in 7 people.

Mr. George Missimer, with Coteleur & Hearing representing the Applicant, gave an overview of the site plan application to construct a medical office building. He reviewed the location; the existing land use and zoning district; the proposed site plan; traffic flow including access to the building and circulation; architectural elevations and renderings; landscaping improvements; and the Water Pointe property proposed compromise.

Mr. Peter Meyer, Senior Planner, highlighted key points and issues related to the cross access and landscaping concerns related to the Water Pointe property. He also reviewed the Planning and Zoning Commission recommendations for approval of the application including the three options for Council consideration.

Mayor Kuretski stated there was an intervener for this item.

Mr. Craig Rubenstein, Counsel representing the Water Pointe Property, reviewed the cross-access easement in section four of the recorded plat which is reserved by Water Pointe. He said the cross-access point was not needed. However, the property owner proposed that if an easement is required it could be used for emergency purposes only.

Mr. Shaun MacKenzie, Mackenzie Engineering and Planning, Inc. reviewed the traffic concerns in relation to the cross-access easement and suggested it be used by emergency vehicles only.

Councilor Delaney asked Staff if the cross access was part of Water Pointe development plan.

REGULAR AGENDA

PUBLIC HEARING

8. Resolution 23-25, 1352 South US Highway One - *Quasi-Judicial* - Site plan application to construct a four-story medical office building on a 1.35+/- acre.

Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, confirmed it was required as part of Water Pointe development approval. She explained that it was typical to ask for cross access throughout the Town.

Mayor Kuretski stated on the north side there was one-way traffic and asked for the purpose of that.

Mr. Missimer stated part of it was directionality with entrance to the building and dimensionally enhance the greenspace around the building.

Mayor Kuretski asked Mr. Missimer if he believed the one-way traffic on the northside would limit cross access.

Mr. Missimer said vehicles entering the northern access point would be directed to the right and there would be signage and road striping which would direct them to the west. He felt it did not limit the functionality of the property and promoted circulation around the site.

Mayor Kuretski read page 6 of the Staff Report which stated the Town Engineer and/or Town Traffic Engineer did not view any safety concerns as presented.

Ms. Thoburn stated yes and noted the Town's Traffic Engineer reviewed the new information and did not disagree, and agreed with the requirement for cross access. She noted he did not disagree with the site visibility issue but it agreed with the Town's Comprehensive Plan.

Mayor Kuretski said there were three lanes at the exit from Water Pointe to US Highway One, one inbound lane and two outbound, one left and another right turn. He noted that between the eastbound and westbound there was a double yellow line and asked if it would be illegal to turn into if you were coming southbound.

Ms. Thoburn noted that was one of the comments Mr. CJ Lan, Town Traffic Engineer, had made, was the need for restriping the area.

Vice-Mayor Sundstrom asked Staff if there had been any comments from the Tierra Del Sol community.

Ms. Thoburn stated there had not been.

Vice-Mayor Sundstrom asked if residents had moved into Water Pointe or was the property still under construction.

REGULAR AGENDA

PUBLIC HEARING

8. Resolution 23-25, 1352 South US Highway One - *Quasi-Judicial* - Site plan application to construct a four-story medical office building on a 1.35+/- acre.

Ms. Thoburn said that they were close to obtaining their Certificate of Occupancy (CO).

Vice-Mayor Sundstrom clarified if you enter the medical office, you would take a right turn from US Highway One and then exit, a right down to a U-turn at Ocean Way. She noted there was not a left turn out of the parcel without the cross access.

Ms. Thoburn agreed.

Vice-Mayor Sundstrom stated she agreed with the Intervener regarding the visibility issues with proximity to US Highway One and given the curvilinear design she said it may be safer with a straighter, more direct access. She noted the Water Pointe cross access was a setback and asked what the planning principle for creating cross access easements across parcels so close to arterial roads and if there was a thought of public safety where you would turn into or out of the development.

Ms. Thoburn stated that it depended on the site design providing for cross access in a positive and meaningful way.

Vice-Mayor Sundstrom noted section 3.2.5 of the Transportation Element Plan required vehicular and pedestrian connections and asked if it was in the Town's low density residential (LRD) zoning.

Ms. Thoburn stated it was not.

Vice-Mayor Sundstrom stated she had concerns about safety, especially when it came to design.

Councilor Choy asked if there had been any concerns from prior tenants regarding traffic accidents.

Ms. Thoburn said she was not aware of any due to there being no cross access.

Mr. Missimer thanked the Council and the Intervener and stated we are all trying to make the Town better.

Mr. Rubinstein noted the development order was done prior to the plat and his comments were regarding the recorded plat. He noted the plat had no requirement for a cross access easement.

REGULAR AGENDA

PUBLIC HEARING

8. Resolution 23-25, 1352 South US Highway One - *Quasi-Judicial* - Site plan application to construct a four-story medical office building on a 1.35+/- acre.

Mr. Baird stated the issue was the application of the two transportation policies. He noted the Town applied the Comprehensive Plan policy to properties when development applications came in and then applied them on a case-by-case basis. He said in the past there had been cross access easements were functionally warranted and addressed the three safety concerns. He explained there may be instances where the application of those policies to a particular property did not implement those policies. He noted that as Council deliberated, they needed to consider under the conditions of this site whether the application of those policies warranted the cross-access easement in this particular location.

Mayor Kuretski believed when Water Pointe was improved, the development order was issued with a clear intention in the future to have a right for cross access. He said a left turn opportunity was no less risky than a U-turn. He agreed and accepted the opinion of the Town Traffic Engineer and Town Engineer and was inclined to go with the Staff's recommendations.

Councilor Delaney agreed with the cross access for safety and was not in favor of compromise.

Vice-Mayor Sundstrom was in favor of the compromise. She had concerns about the design and visibility and felt the emergency access left the easement open for future use.

Councilor Choy agreed with the Council's comments, but she wondered if the emergency access was there due to it being a medical building and there could be a need.

Mayor Kuretski noted that under the site plan if there was a need for emergency vehicle access, it would be identified and addressed.

Councilor Choy agreed with the Staff's recommendations.

Vice-Mayor Sundstrom reiterated her concern for safety regarding the cross-access easement.

Councilor Delaney believed it was the best purpose for the parcel and liked the architectural design.

Councilor Delaney moved to approve Resolution 23-25; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Sundstrom
No

Choy
Yes

Delaney
Yes

REPORTS

TOWN ATTORNEY

- Welcome Councilor Choy – Mr. Baird welcomed Councilor Choy and stated he would be sending her a memo regarding Quasi-Judicial proceedings, ethics, and voting conflicts.

TOWN MANAGER

- Art Committee's Gallery Exhibition – Mr. Kitzerow mentioned the Art Committees' next gallery titled *Dreamscapes Beyond Frame* opened Friday, April 4, 2025 at the Jupiter Community Center.
- JupiterU Tours Registration – Mr. Kitzerow stated registration for the JupiterU Tours was open. He added several of the tours were full but five of the tours still had availability. He mentioned there would be a JupiterU State of the Town event with Council's participation at the Maltz Theater on May 8, 2025.
- Trash along I-95 and Indiantown Road - Mr. Kitzerow mentioned the Town had received calls regarding trash along I-95 and Indiantown Road. He stated Staff had been in contact with the Florida Department of Transportation and its contractors that were responsible for maintaining those roadways. He would provide an update once the Town received more information.
- Centennial Celebration - Mr. Kitzerow stated the Centennial celebration continued with a history presentation on Wednesday, April 9, 2025 titled *Small Town the Coastal Gem* that will feature the Town's former Mayor, Karen Golanka. On April 11, 2025 the Town would host the Touch A Truck Spring Fling and a Connect with Council on April 10, 2025.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR CHOY

- Thank you – Councilor Choy stated it had been a great night and was ready to continue working.

COUNCILOR DELANEY

- Councilor Choy – Councilor Delaney welcomed Councilor Choy.

MAYOR KURETSKI

- Trash along I-95 and Indiantown Road – Mayor Kuretski added that during the winter months the grass did not grow as much and was not mowed as often for the trash to be picked up.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

- Council Vacancy – Mayor Kuretski mentioned the process to fill the Council vacancy for District 1 was for less than a year term. He stated the Run-off Election was \$160,000. He added since there was less than a year left, he imagined the consensus would be not to have an election. He stated the other options would be to appoint someone or ask for interested residents to submit a resume. He added he was inclined to ask residents that have interest in the District 1 seat to apply.

Vice-Mayor Sundstrom stated she agreed and that basic criteria would need to be met. She added that it would be best to accept applications and understand more about who was interested from District 1. She noted the Council had two meetings to discuss and agree on an applicant. She stated Council would need to direct Staff what the criteria would be and what the application process would look like.

Councilor Delaney stated the Town would need to advertise and make sure residents knew which District they were in.

Councilor Choy was in support.

Council discussed coming up with a timeframe and criteria at the next meeting.

Mayor Kuretski asked Staff to share with Council the timeframe used during the last appointment process. He said it was important for Council to state the criteria they thought was important. He added he was inclined to want someone from District 1.

- Strategic Plan – Mayor Kuretski asked Councilor Choy to meet with Staff to add to the strategic plan.
- Abacoa at Town Center Residential Density – Mayor Kuretski stated there was a policy guidance opportunity and he did not want to waste Staff's time reviewing an application if the majority of Council would not support. He mentioned in this case would not support increasing the density entitlement. He emphasized he did not support increasing the density entitlement.

Vice-Mayor Sundstrom added she agreed with supporting the entitlements that were already there and not going beyond that. She stated there were a lot of changes happening in terms of traffic flow. She agreed with Mayor Kuretski that she would not support increasing the density entitlement.

Councilor Delaney stated the Applicant was one of his customers and probably would abstain if the application came in front of Council.

Councilor Choy stated no variances were allowed and she supported not increasing the density.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

Mayor Kuretski stated there seemed to be a majority and they were simply stating a policy guidance that three members did not support increasing the residential density entitlement.

VICE-MAYOR SUNDSTROM

- Councilor Choy – Vice-Mayor Sundstrom welcomed Councilor Choy. She stated she was excited to work with her.
- E-Bike Event – Vice-Mayor Sundstrom stated the event was incredible and exceeded her expectations. She added the Jupiter Police had been active for a long time regarding that issue and people were pleased with the enforcement and education measures.

Mayor Kuretski mentioned he had heard it was a well implemented meeting. He discussed a balloon releasing event after the e-bike incident and asked about providing education regarding releasing balloons.

Councilor Delaney added not everyone was aware of the environmental issues with balloons.

ADJOURNMENT – 9:23 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Florida Inlet Navigation District (FIND) Grant for Piatt Place Park



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Piatt Place Park: Submittal of a Florida Inland Navigational District (FIND) grant application for the Piatt Place Park Riverwalk Loop and Public Access Project (Phase1: Design) grant for 4.8+/- acres located on the west side of US Highway One approximately 1,700 feet north of Indiantown Road and south of Burt Reynolds Park.

EXECUTIVE SUMMARY

Consideration to submit a Waterways Assistance Program (WAP) grant application to the Florida Inland Navigational District (FIND) for the Piatt Place Park Riverwalk Loop and Public Access Project. The Phase 1 WAP grant is for engineering, design and permitting for the construction of a waterfront park including a Riverwalk loop, upland support amenities, and environmental restoration.

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

ANALYSIS

The Piatt Place Park Riverwalk Loop and Public Access Project will provide a quarter-mile showpiece in the center of Jupiter's four-mile Riverwalk system that celebrates the natural beauty of the Intracoastal Waterway. The project will include an upland Riverwalk segment with boardwalks extending along and into the old-growth mangrove forest west of the property and enhance the overall Riverwalk experience. An overwater Riverwalk boardwalk segment is envisioned from Piatt Place north connecting to Burt Reynolds Park, providing a unique user experience while protecting the area's significant seagrass habitat. Staff has had initial meetings with Palm Beach County Parks and Recreation, and Environmental Resource Management departments in which they have noted support for the connection and boardwalk.

The total estimated cost is \$430,000 for Phase 1 of the project for engineering, design and permitting necessary for the construction of a passive park including a Riverwalk loop, upland support amenities, and environmental restoration.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 44-25, including Grant Application

FUNDING SOURCE

Approved in Budget \$215,000

Sources: CRA CIP-C2402

Additional Funding Requested \$215,000

Sources: FIND

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Stephanie Thoburn at stepht@jupiter.fl.us or 561-741-2342.

RESOLUTION NO. 44-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SUBMIT AN APPLICATION FOR A WATERWAYS ASSISTANCE PROGRAM GRANT TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) TO BE USED FOR THE DEVELOPMENT OF A PASSIVE PARK AT PIATT PLACE PARK LOCATED ON THE WEST SIDE OF US HIGHWAY 1 APPROXIMATELY 1,700 FEET NORTH OF INDIANTOWN ROAD, AND SOUTH OF BURT REYNOLDS PARK.

WHEREAS, the Town of Jupiter (Town) is proposing to develop a project known as the Piatt Place Park to facilitate public access to the Riverwalk, a Riverwalk loop, and waterways within the Town for the enjoyment of the Town and state's residents and visitors; and

WHEREAS, for purposes of this application the project is referred to as the "Piatt Place Park Riverwalk Loop and Public Access Project" (the Project); and

WHEREAS, the total estimated cost of Phase 1 of the Project is \$430,000 which would provide funds for engineering, design and permitting for the construction of a passive park including a Riverwalk loop, upland amenities, and environmental restoration; and

WHEREAS, the Town is requesting financial assistance from the Florida Inland Navigation District (FIND) for the Project; and

NOW THEREFORE, be it resolved by the Town Council of the Town of Jupiter, Florida that it has authorized the Project to proceed;

1 **AND**, be it further resolved that the Town council has authorized the Town Manager to
2 submit an application to FIND seeking financial assistance for 50% of the actual cost of the
3 Project;

4 **AND**, be it further resolved by the Town Council hereby certifies to the following:

- 5 1. That it will accept the terms and conditions set forth in FIND Rule 66B-2
6 F.A.C. and will include these terms and conditions as part of the
7 agreement for any assistance awarded for the Project based upon the
8 attached Exhibit A, which is incorporated herein.
- 9 2. That it is in complete accord with the attached Project description and that
10 it will carry out the Project as described in Exhibit A, subject only to any
11 changes approved by FIND.
- 12 3. That it has or will appropriate funds to finance the Town's 50% share of
13 the cost of the Project and that the Project will be operated and
14 maintained at the expense of the Town for public use.
- 15 4. That it will not discriminate against any person on the basis of race, color
16 or national origin in the use of any property or facility acquired or
17 developed pursuant to this proposal, and that it shall comply with the terms
18 and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964)
19 and design and construct the Project in full compliance with statutes
20 relating to accessibility by persons with disabilities as well as other
21 applicable federal, state and local laws, rules and requirements.
- 22 5. That it will maintain adequate financial records on the proposed Project to
23 substantiate its request for reimbursement.
- 24 6. That it will make available to FIND if requested, a post-audit of expenses
25 incurred on the Project prior to, or in conjunction with, request for the final

1 10% of the funding agreed to by FIND.

2 **Section 1.** The Town Council hereby authorizes the Town Manager to submit an
3 application for the Grant.

4 **Section 2.** This Resolution shall take effect immediately upon its execution.

5
6 Attachments: Exhibit "A" – Piatt Place Park and Environmental Improvements Capital
7 Improvements Project description
8

9 This is to certify that the foregoing is a true and correct copy of a resolution duly and
10 legally adopted by the Town Council of the Town of Jupiter, Florida at a duly noticed meeting of
11 the Town Council, held on this 15th day of April 2025.

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21

22 **ATTEST:**

23
24 By: _____
25 Laura E. Cahill, Town Clerk
26

27 (TOWN SEAL)
28
29
30

31 **APPROVED AS TO FORM**
32 **AND LEGAL SUFFICIENCY**
33

34 By: _____
35 Thomas J. Baird, Town Attorney
36

37 #6087778 v1 26503-00001

TOWN OF JUPITER, FLORIDA

By: _____
Jim Kuretski, Mayor



WATERWAYS ASSISTANCE PROGRAM 2025

Project Name:

PIATT PLACE PARK: RIVERWALK LOOP & PUBLIC ACCESS PROJECT (PHASE 1)

Submitted by:

TOWN OF JUPITER





WATERWAYS ASSISTANCE PROGRAM APPLICATION PACKAGE

Part 2. Attachment E



FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

**SUBMIT THE APPLICATION INFORMATION IN
THE ORDER LISTED ON THE CHECKLIST.
(See Attachment E-1)**

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

ATTACHMENT E-1

Waterways Assistance Program FY2025

Applicant Checklist

Project Title:	Piatt Place Park: Riverwalk Loop & Public Access Project (Phase I)
Applicant:	Town of Jupiter, Florida

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	Per discussion with commissioner on 3/4/2025	_____
2. Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)	☒	☐
3. Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)	☒	☐
4. Project Cost Estimate Attachment E-3 (Form No. 25-20, 1 page) (Must be on District form)	☒	☐
5. Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	☒	☐
6. County/City Location Map	☒	☐
7. Project Boundary Map	☒	☐
8. Clear and Detailed Site Development Plan Map	☒	☐

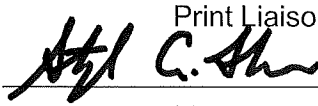
Continued on Next Page

- | | <u>YES</u> | <u>NO</u> |
|--|----------------------------------|-----------------------|
| 9. Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)(Resolution must be on District Form and includes items 1-6) | ☒ | ☐ |
| 10. Attorney's Certification (Land Ownership) Attachment E-6 (Form No. 25-35, 1 page) | ☒ | ☐ |
| 11. Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects) | ☒ | ☐ |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Stephanie A. Thoburn

Asst. Director of Planning & Zoning

Print Liaison Name

 Liaison Signature

Title
 3/27/2025
 Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: Town of Jupiter, Florida	Department: Jupiter Community Redevelopment Agency
Project Title: Piatt Place Park: Riverwalk Loop & Public Access Project (Phase 1)	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Stephanie Thoburn	Email: stepht@jupiter.fl.us
Grant Liaison: (If Different from Director) Stephanie Thoburn	Email: stepht@jupiter.fl.us
Mailing Address: 210 Military Trail	
City: Jupiter	Zip Code: 33458
Phone Number: (561) 741-2342	
Project Address: West of U.S. Highway 1 and south of the entrance to Burt Reynolds Park, north of Harbourside Place on the Intracoastal	
Requested FIND Funding:	\$215,000
Eligible Matching Funds Amount:	\$215,000
Match Percentage:	50%
Total Project Costs:	\$430,000
Applicant's Funding Source:	Town of Jupiter and/or Jupiter Community Redevelopment Agency



Stephanie A. Thoburn

Applicant Signature Certifying the Above Information

Print Name

Project Summary: Maximum 200 Words

The Piatt Place Park: Riverwalk Loop & Public Access Project will provide a quarter-mile showpiece in the center of Jupiter's 4-mile Riverwalk system that celebrates the natural beauty of the Intracoastal Waterway. The project will include an upland Riverwalk segment with boardwalks extending along and into the old growth mangrove forest west of the property and enhance the overall Riverwalk experience. An overwater Riverwalk boardwalk segment is envisioned from Piatt Place north, connecting to Burt Reynolds Park and providing a unique user and educational experience while protecting the area's significant seagrass habitat. Jupiter's Riverwalk is among the few overwater facilities in the region. The project will also include:

- Public access through seating areas, a shade structure, and an overwater viewing pier
- Expanded ADA access to the waterfront
- Added safety and surveillance from the Town on-site fire station to the south
- Interpretive and educational signage about natural habitat and water safety
- Enhanced shoreline stabilization and marine habitat through living shoreline, break water, and Riverwalk piling improvements

1. Priority Category:

- a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

Public waterfront parks and boardwalks & associated improvements

- b) Explain how the project fits into this priority category

The new waterfront park project will provide increased public waterfront access through construction of a new boardwalk and pathway as part of Jupiter's Riverwalk system. Additional amenities will include public parking, shade structure, seating, viewing piers, lighting, native habitat restoration and enhancement, and interpretive signage.

- c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

The project is a direct example of the FIND mission to provide assistance to other governments to develop waterway access and improvement projects. Jupiter's Riverwalk system is a notable example of this type of partnership, and FIND has previously funded numerous segments in partnership with the Town. The Piatt Place Riverwalk connection will provide a critical missing link, maximizing the value of FIND's prior investments and showcasing the Intracoastal Waterway and its pristine habitat.

2. Ownership of Project Site:

Own ☒ Leased ☐ Other ☐

If leased or other, please describe lease or terms and conditions:

N/A

3. Has the District previously provided assistance funding to this project or site?

Yes ☐ No ☒

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

No public access is currently available.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

The project will add approximately 1,350 LF of additional Riverwalk and pathways for new public waterfront access in this location along with supporting public amenities.

7. Public Usage & Benefits:

- a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

The project will provide new ADA-accessible public access to the Intracoastal linking existing FIND-funded segments in Jupiter's 4-mile Riverwalk system. Project amenities will include boardwalks, waterfront seating and viewing piers, shade structures, lighting, interpretive signage, parking, and an overwater boardwalk for expanded public education. The project will link users to vessel launches and marinas; public parks and preserves; and other commercial, cultural, and historic destinations.

- b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The Piatt Place Riverwalk will complete a critical missing link in the center of the 4-mile Jupiter Riverwalk system. County-wide population growth has exploded in recent years, especially in northern Palm Beach County, creating new and rising demand for public waterfront access. With limited publicly owned waterfront parcels, the property provides one of the last locations for new Intracoastal public access in the immediate geography, with boardwalks on the shoreline and an overwater boardwalk connecting to a public park and highly popular boat launch, connecting the public to the water and expanding access to nearby public parking to enhance the utility of the overall system.

- c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

The project will directly implement Jupiter's Comprehensive Plan and CRA Plan as both prioritize establishing "a waterfront recreational corridor" within a connected system of public gathering and open spaces that provide public access to the Intracoastal and local waterways. As part of the Jupiter Riverwalk system, the project will advance the blueways/greenways system envisioned in the Town's plans, TCRPC Strategic Regional Policy Plan, and regional Comprehensive Economic Development Strategy.

- d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The project will complement the existing boating access to the north (at Burt Reynolds Park) and boating and commercial access to the south (at Harbourside Place and additional commercial ventures along the Intracoastal Waterway).

8. Fees & Maintenance:

Are there any fees associated with the use of this facility?

Yes ☐

No ☒

If answered Yes:

a) List or provide a fee schedule.

N/A

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

N/A

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

N/A

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

The Town of Jupiter has a long-standing record of funding and maintaining FIND-funded Riverwalk facilities. The Town will provide regular surveillance, cleaning and repairs as needed, and maintenance with funding from the Town.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District	Y	pending grant award	
Dept of Environmental Protection	Y	pending grant award	
USACE	Y	pending grant award	

10. a) Construction

This question is to be answered only if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

N/A

10. b) Environmental Education

This question is to be answered only if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

N/A

10. c) Law Enforcement and Boating Safety Projects

This question is to be answered **only** if this application is for **Law Enforcement and Boating Safety** projects.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement and Boating Safety Project: Maximum 200 Words (Address all bullet points above)

N/A

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an **Inlet or Public Navigation** dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

N/A

10. e) Beach Renourishment

This question is to be answered only if this application is for a **Beach Renourishment** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

N/A

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

N/A

ATTACHMENT E-3

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Piatt Place Park: Riverwalk Loop & Public Access Project (Phase I)
Applicant:	Town of Jupiter

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
Survey & Geotech	75000	37500	37500
Project Management	45000	22500	22500
Environmental Services	35000	17500	17500
Public Engagement	20000	10000	10000
Construction Documents	200000	100000	100000
Permitting	55000	27500	27500

**TOTALS =	430000	215000	215000
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ATTACHMENT E-4
Waterways Assistance Program FY2025
PROJECT TIMELINE

Project Title:	Piatt Place Park: Riverwalk Loop & Public Access Project (Phase I)
Applicant:	Town of Jupiter, Florida

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Design, Engineering & Construction Drawings: 3rd QTR 2025 - 1st QTR 2026

Permitting: 1st Quarter 2026 - 4th QTR 2026

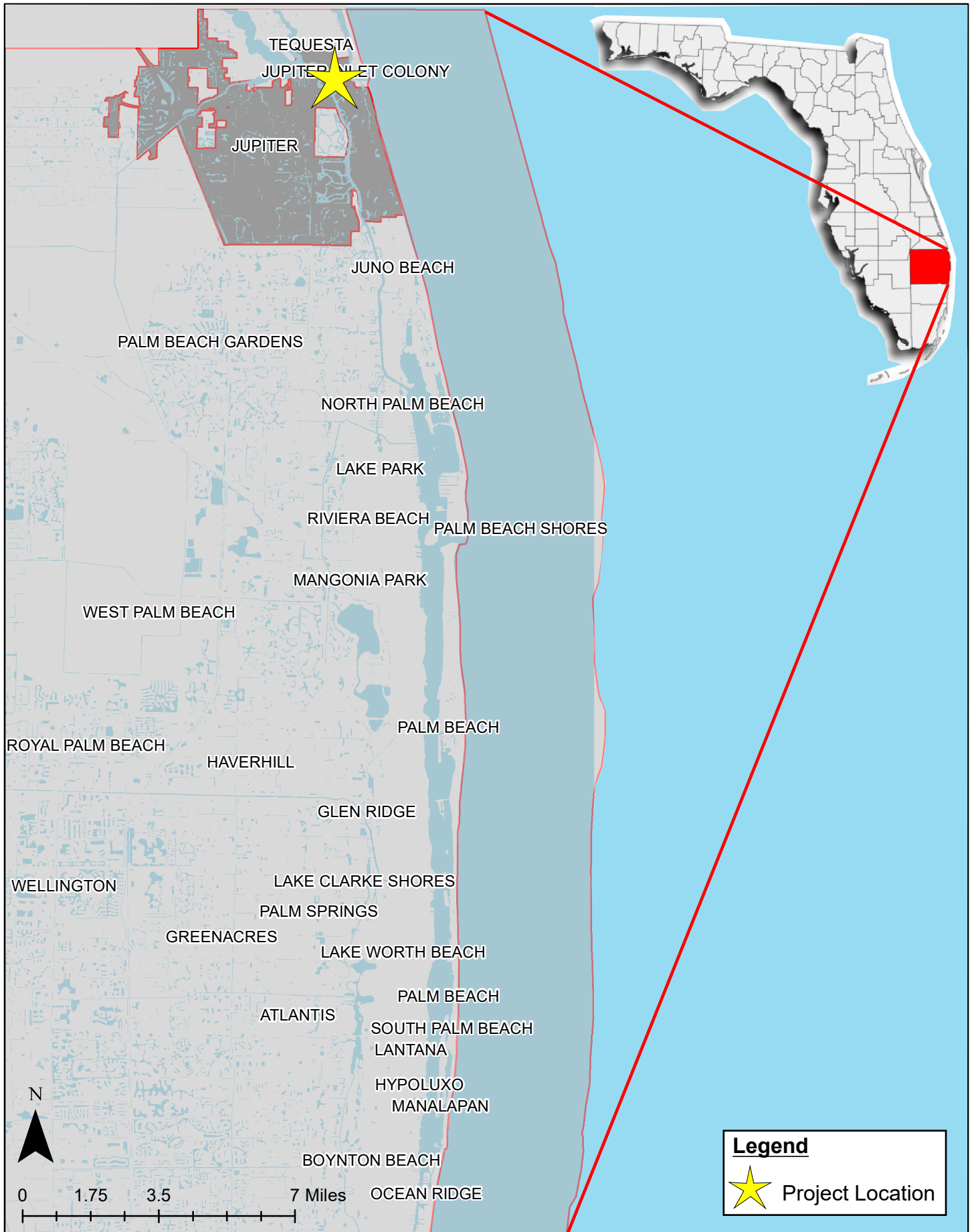
Invitation to Bid: 4th QTR 2026

Award of Construction Contract & Town Council Approval: 1st QTR 2027

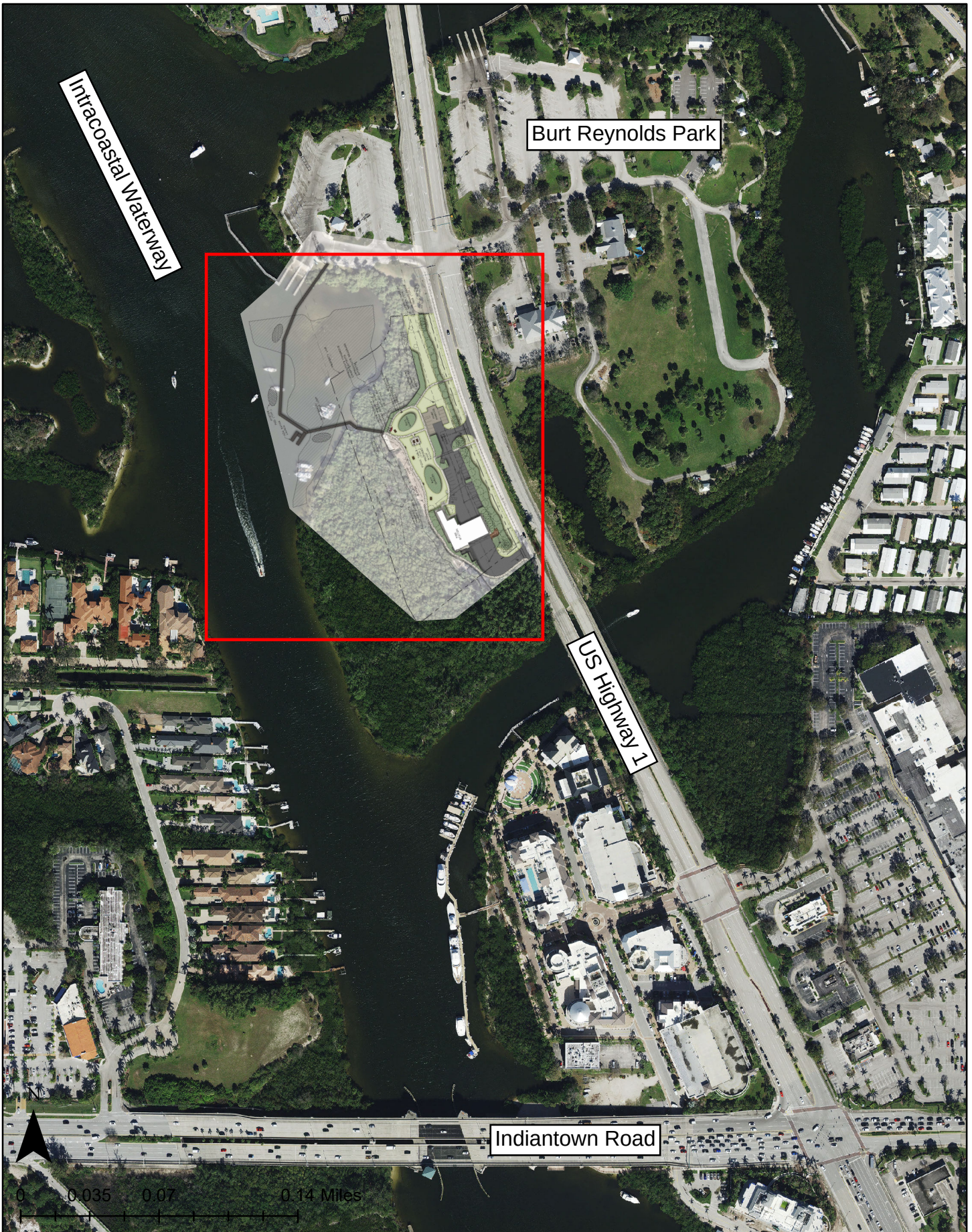
Notice to Proceed / Start Construction: 1st QTR 2027

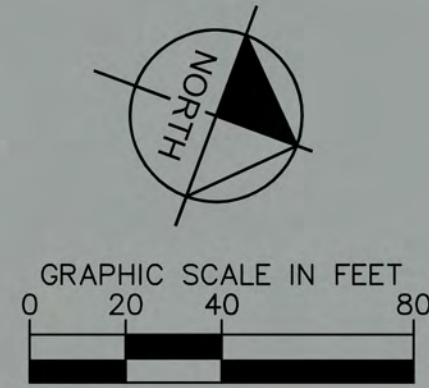
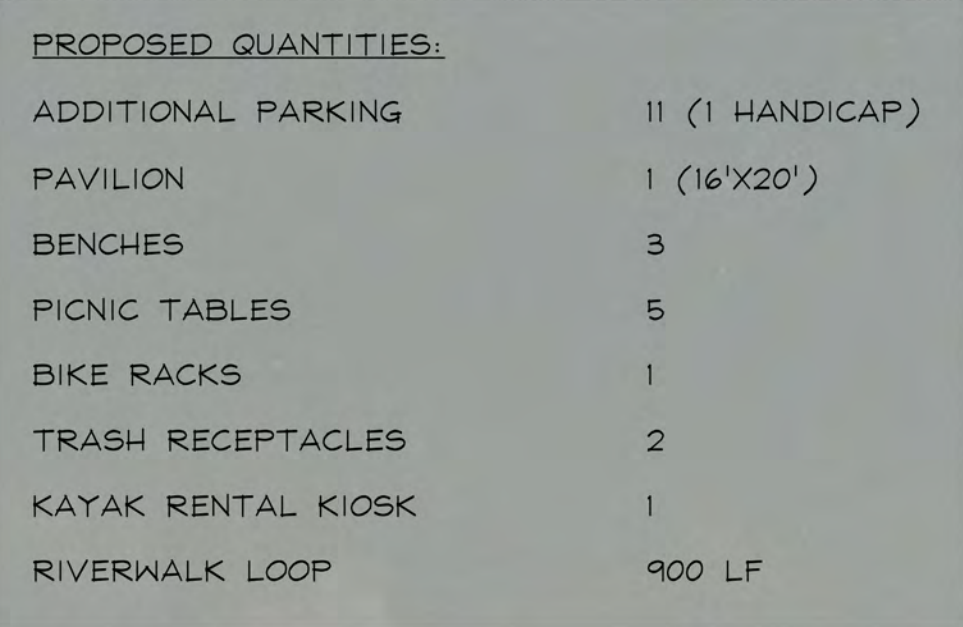
Construction: TBD

Location Map



Project Location Map



[illegible]

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Town of Jupiter is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of Town of Jupiter
and the State of Florida:

Project Title Piatt Place Park: Riverwalk Loop & Public Access Project (Phase 1)

Total Estimated Cost \$ 430,000

Brief Description of Project:

Design, permitting, and engineering documents necessary for the construction of a passive park including a Riverwalk loop, upland support amenities, and environmental restoration.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Town of Jupiter
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said Town of Jupiter
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50 % of the
actual cost of the project in behalf of said Town of Jupiter
(Name of Agency)

AND, be it further resolved by the Town of Jupiter
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____

Town of Jupiter

_____ for public use.

(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Town Council of the Town of Jupiter, Florida at a legal meeting
(Agency Governing Board)
held on this 15th day of April 2025.

Attest

Signature

Title

Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE TOWN ATTORNEY: 210 MILITARY
TRAIL, JUPITER FLORIDA 33458

March 28, 2025

To WHOM IT MAY CONCERN:

I, Thomas J. Baird, am the Attorney for the Jupiter, Florida, I hereby state that I have examined a copy of a Warranty deed from Jupiter Intracoastal Development Corporation to the Town of Jupiter conveying Fee simple in the following described property:

All of condominium units of Calle Viega, a commercial condominium, according to the Declaration of condominium thereof, recorded in official records Book 3824, Page 1904, as amended, of the public records of Palm Beach County, Florida, being more particularly described.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the Town of Jupiter. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Piatt Place Park: Riverwalk Loop and Public Access Project".

I Certify that the Town of Jupiter does in fact Own this property for 25 years.

Sincerely,



Thomas J. Baird

Attorney, Town of Jupiter

TOWN OF JUPITER
5-Year Update to the Town's Program for Public Information



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution No. 45-25: Approving a 5-Year Update to the Town's Program for Public Information (PPI) for the Community Rating System Program (S2546)

EXECUTIVE SUMMARY

In 1994, the Town of Jupiter qualified for the Community Rating System (CRS) Program, which is a component of the National Flood Insurance Program (NFIP). The Town's participation in the CRS Program allows Town residents and businesses located within Special Flood Hazard Areas of the Town, as established by FEMA's recently updated Flood Insurance Rate Maps (FIRMs), to realize reduced flood insurance premiums. The Town of Jupiter currently holds a Class 5 rating in the CRS program that provides up to a 25% discount on flood insurance premiums to qualifying property owners of the Town.

The PPI, developed as a comprehensive outreach program to educate communities concerning matters pertaining to floodplain management and to highlight the importance of flood mitigation, was first initiated in 2013 by the CRS, and adopted by the Town Council in May 2014. The PPI requires a committee consisting of members from the community and Town staff to meet annually to review implementation of projects and provide status reports to the NFIP each year. In order for the Town to maintain their Class 5 rating in the CRS Program, it is necessary that the Town's PPI is updated by the committee and adopted by the Town Council every five years, and then subsequently submitted to the FEMA Regional Office. The Town's 2025 PPI update is due to FEMA by May 1, 2025.

On March 4, 2025, and on March 17, 2025, the Town's PPI Committee participated in virtual workshops to discuss and draft an update to the 2020 PPI. Discussions held during the committee meetings and included in the proposed 2025 PPI Update provided as Attachment 2 are as follows:

- Assessing public information needs and target audiences relative to flood prevention
- Review on-going public information efforts by the Town and other agencies
- Topics, priority messages, projects and initiatives for the 2025 PPI
- Electronic distribution of outreach materials via website, email, and social media
- Flood response preparations
- Flood insurance coverage assessment, promotion, and improvement plan
- Projects designed to increase flood insurance participation

The PPI is an important element in educating Jupiter's residents and businesses about the importance of floodplain management, flood mitigation, and the benefits of the NFIP. In

addition, the PPI program provides significant credit points toward the Town's CRS rating, optimizing outreach credits and flood insurance discounts.

ANALYSIS

The National Flood Insurance Program's Community Rating System requires the Town's Program for Public Information (PPI) to be reviewed by the Town's PPI Committee annually, and then updated by the committee and adopted by Town Council every five years. The committee's five-year review and update of the Town's PPI is provided as Attachment 2. The Town Council's consideration of approving Resolution No. 45-25, which adopts the 5-year update to the Town's PPI, will maintain the Town's Class 5 CRS rating and allow the Town to continue providing eligible property owners with access to discounts on flood insurance premiums.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Resolution No. 45-25
2. Town of Jupiter Program for Public Information – 5-Year Update, March 2025

FUNDING SOURCE

Approved in Budget	N/A*	Sources:
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*Funding is not necessary for this request.

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

RESOLUTION NO. 45-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AND ADOPTING THE PROGRAM FOR PUBLIC INFORMATION (PPI) 5- YEAR UPDATE.

WHEREAS, portions of the Town of Jupiter ("Town") are located in a special flood hazard area as mapped by the Federal Emergency Management Agency; and

WHEREAS, the Town participates in the Community Rating System which is a part of the National Flood Insurance Program; and

WHEREAS, the Town desires to mitigate flood damage in the community by maintaining an effective program for providing pertinent flood-related information to the community; and

WHEREAS, the Town desires to reduce flood insurance rates for property owners; and

WHEREAS, in 2014, the Town created the Program for Public Information (PPI) Committee to guide the Town's flood-related public outreach; and

WHEREAS, the PPI Committee consists of four (4) community stakeholders and four (4) Town staff members, one of whom is a Certified Floodplain Manager; and

WHEREAS, on May 20, 2014, the Town adopted the first PPI to inform the public about flood hazards within the Town; and

WHEREAS, the PPI is required by the Federal Emergency Management Agency (FEMA) to be updated every five (5) years and the last update was adopted in March 2020; and

WHEREAS, on March 4, 2025, and on March 17, 2025, the PPI Committee held workshops to draft the PPI Update, which includes the Flood Insurance Coverage Improvement Plan and references the Flood Response Preparation Plan; and

WHEREAS, the result of the PPI Committee's work will serve as the community's guide to implement and expand the effectiveness for dissemination of floodplain management and flood mitigation information to residents and businesses.

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

Section 1. The Town Council hereby adopts the PPI 5-Year Update, a copy of which is attached hereto as Exhibit 1.

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

04/15/2025



Town of Jupiter, Florida

Program for Public Information (PPI)

5-Year Update

Updated March 2025

Background

The Town of Jupiter has developed a comprehensive outreach program over the years to educate the community concerning matters pertaining to floodplain management and to highlight the importance of flood mitigation to the community. This outreach has included active participation with other communities within Palm Beach County and input from volunteers and community stakeholders. With the implementation of the 2013 CRS Coordinator's Manual, the Town of Jupiter determined the importance of developing its own Program for Public Information, which was first adopted on May 20, 2014 and which has since been updated every five (5) years. This report updates and builds upon the original.

In 1994, the Town of Jupiter qualified for the Community Rating System (CRS) Program. CRS is a component of the National Flood Insurance Program (NFIP) which provides reductions to flood insurance premiums for residents and businesses within participating communities. The reductions are based on community floodplain management programs, including public information activities. To keep those discounts, communities must continue to implement their programs and provide status reports to the NFIP each year. Since entrance into the CRS Program, the Town has prioritized the dissemination of flood-related information to its residents and businesses. Over the years, the Town has expanded this outreach to include, among other items, a community brochure mailed to all properties in the community and numerous outreach items using electronic media.

The Town of Jupiter has emphasized not only the life and property protection components of floodplain management but also the natural and beneficial functions of floodplains and the maintenance of open space. Furthermore, it continues active compliance with the MS4 program (Municipal Separate Storm Sewer Systems). The MS4 program is part of the US Environmental Protection Agency's efforts to reduce pollution caused by untreated stormwater runoff.

The Town is pleased that its efforts to disseminate flood hazard information are not only beneficial to the Jupiter community through mitigation of the hazardous effects of flooding, but are also beneficial in maximizing credit in the CRS program by conforming to the PPI standard outlined in the 2017 CRS Coordinator's Manual.

PPI Committee

The Program for Public Information Committee is comprised of both key staff members from pertinent departments as well as community stakeholders representing pertinent professions and constituents in the Town. Since this was a group that included busy professionals and leaders of the community, the meeting times were chosen to maximize participation. The meetings were held virtually via Zoom on the following dates:

- March 4, 2025
- March 17, 2025

The PPI Committee members include four stakeholders, one of whom is a Certified Floodplain Manager and four Town staff members, one of whom is a Certified Floodplain Manager.

PPI Committee - Town of Jupiter Stakeholders:

- Donald Brady, representing the insurance profession in the Town of Jupiter. Mr. Brady is Agency Partner for Acrisure Insurance, which services communities throughout Palm Beach County.
- Keith Douglass, representing the banking profession in the Town of Jupiter. Mr. Douglass is a Vice President and Private Banker with Professional Bank.
- Mike Graham, CFM is a resident of Jupiter and represents flood proofing industries. Mr. Graham is Chairman of Floodproofing.com., a company that manufactures and markets flood Mitigation products used on residential and commercial properties. The company also provides estimates for various flood mitigation options.
- Troy Holloway, representing the environmental planning profession in the Town of Jupiter. Mr. Holloway is a partner at 2GHO, Inc., specializing in landscape architecture, planning, and environmental consulting.

Other stakeholders participating in the PPI Committee meetings included:

- Tyler Ardron, CFM LIA is an accomplished Certified Floodplain Manager and Licensed Insurance Broker with Floodproofing.com as Executive Vice President at Floodproofing.com, a subsidiary of Smartvent. With over twelve years of dedicated experience, Tyler specializes in reducing flood insurance premiums for property owners by leveraging FEMA mitigation techniques and strategic rating optimization.

PPI Committee - Town of Jupiter Staff:

- Jonathan Batista, representing utilities. Mr. Batista, Senior Utilities Engineer, also serves as the Town's CRS Coordinator.
- Jim Brown, representing the Building Department. Mr. Brown is the Town Building Official.
- Shawn Reed representing public information. Mr. Reed serves as the Town's Director of Community Relations.
- Brett Warwick, CFM serves as the Town's Construction Service Coordinator.

Additional participating Town staff members assisted with administrative responsibilities and provided input about implementation efforts:

- David Rotar, CFM - Public Works Project Manager
- Amanda Barnes - Utilities Department Director
- Kellie Doherty –Building Operations Administrator
- Otto Suarez - Community Relations Webmaster & Multimedia Specialist
- Kyle Wekenmann - Administrative Specialist III

CRS Max Consultants, Inc. served as facilitators in the development of the PPI Update.

Assessment of Public Information Needs

The Committee's first meeting was held on March 4, 2025. Following a brief introduction concerning the requirements of the CRS program to update community PPIs every five (5) years, the Committee began by assessing the community's public information needs. An assessment of flood insurance coverage will be highlighted later in this PPI.

The Committee agreed that some messages are and should continue to be disseminated to the entire community and the Committee confirmed the need for increased advisement of the flood hazard throughout the community. However, it was understood that the whole community does not fit the CRS definition of a target area and some audiences could benefit from more customized outreach efforts. Target areas and audiences from the previous PPI update were re-evaluated and additional possible target audiences were considered. After further discussion, the following target areas and audiences were identified by the Committee as being the most relevant and reachable:

Target Areas:

1. Target audience #1: Residents and businesses within the special flood hazard area: The targeting of only those residents and businesses that are located within the floodplain was determined to be appropriate.
2. Target audience #2: Residents within the Repetitive Loss Areas: Areas that have been subject to repetitive losses from flooding, as defined by the NFIP, need to be especially targeted for public information. A special outreach project, entailing an advisement to the property owners in these areas providing the information specified in the 2017 CRS Coordinator's Manual will be included among the Town's specified projects.
3. Target audience #3: Old Town area: The Old Town area is a business complex and residential area that is particularly prone to flooding. Notification of the flooding hazard to the businesses and residents in this area could encourage mitigation efforts that could reduce potential property loss.
4. Target audience #4: 7th Street area: There is a residential area along 7th Street that is particularly floodprone. The committee designated this area as an additional target audience. Because there is a significant Spanish-speaking population in this area, it was recommended that the outreach project to this area include both English and Spanish translations.

Target Audiences:

The Committee recognized several target audiences, other than those characterized by target areas that would also benefit from targeted flood hazard and flood protection information.

5. Target audience #5: Spanish-speaking population: The Spanish-speaking population is one that is becoming increasingly significant in the community. Because English is often a second language to them, messages in Spanish are needed to effectively inform this group.
6. Target audience #6: Board of Realtors: Because the Board of Realtors is an entity that includes important stakeholders and has a newsletter which could serve as an effective means of distribution, the Committee agreed that this should be a target audience. Simply placing a banner on the Board of Realtors website with a link to flood information could be effective.
7. Target audience #7: Real estate agents: Real estate agents are credible sources of information about local flood risk and are in a key position to encourage the purchase of flood insurance.
8. Target audience #8: Insurance companies: Insurance companies are in a key position to encourage the purchase of flood insurance.

9. Target audience #9: Business community: Because businesses share common interests and are typically located in common areas, it is beneficial to target them specifically. Utilization of databases focused on businesses serves to further set this community apart as a key target audience.
10. Target audience #10: Homeowner and condominium associations: The fact that the Town has many homeowner and condominium associations makes this a strategic target audience.
11. Target audience #11: Mortgage brokers, lenders & title companies: Insurance agents have reported that lenders often ask for more information about flood zones and flood insurance. They are also reliable sources of information for new home buyers, including cash buyers and heirs.

In determining the target audiences above, there is an understanding that all of them need not be targeted every year. Rather, these target audiences are being specified for the achievement of strengthened public outreach in current and future years.

The importance of utilizing stakeholders to disseminate information pertaining to flooding was acknowledged. Research has shown that a message that is propagated through a variety of sources tends to be taken more seriously than a message that is only propagated through a single source.

Other Public Information Efforts

Having implemented a program for public information since 2014, the committee is aware of the fact that there are numerous public information opportunities already in place.

Table 2 represents a partial summary of other public information efforts, many of which are undertaken by agencies other than those under the direction of the Town government.

Table 2. Other Public Information Efforts			
Organization	Project	Subject Matter	Frequency
Town of Jupiter (TOJ)	Town Times Newsletter	Public interest	Quarterly
Town of Jupiter	Town Event Sponsor	Targeted event sponsorships	Annually
Town of Jupiter	Jupiter Jubilee	Hometown Celebration	Feb annually
Town of Jupiter	HOA Officer & Director Email blasts	Flood hazard information, flood insurance	Varies
TOJ Neighborhood Services	Neighborhood Meetings	Various	Varies
Jupiter Police Department	Citizen's Advisory Group	Flood Safety & Preparation	Monthly
Town Building Department	Map inquiry service	Flood hazard areas, insurance 101, flood protection	Year-round
Town Stormwater Utilities Department	MS4 Projects, Swale & Canal Maintenance, Illegal Dumping Signage	Take care of your storm drain Protect water quality, no illegal dumping	Year round
South Florida Water Management District	Website & Handouts	Flood protection programs	Year-round
Insurance agencies	Handouts on flood insurance	Flood insurance	As needed

Table 2. Other Public Information Efforts			
Organization	Project	Subject Matter	Frequency
Regional network TV and radio stations	FloodSmart commercials	Be prepared, Get flood Insurance	Year-round
Palm Beach Chamber of Commerce	Meetings and email blasts	Various	Year-round

Topics, Messages and Outcomes

After assessing the Community's flooding information needs, the PPI Committee identified the following as the topics and priority messages for the 2025 PPI. Each message has a desired, measurable, outcome, as shown in Table 3.

Table 3. Topics, Messages and Outcomes		
Topic	Message	Outcome
1. Know your flood hazard	1.a. The Town's Building Department (561-741-2286) can help you understand your flood zone determination. 1.b. Visit www.jupiter.fl.us/STORM to access the Jupiter flood zone map. 1.c. The Town of Jupiter's Building Department (561-741-2286) offers assistance in understanding your flood zone designation, assessing your vulnerability to stormwater drainage issues, understanding natural floodplain functions and accessing historical flooding data relevant to your property.	More frequent and more user-friendly access to flood zone determinations
2. Insure your property for flood hazard	2a. You should consider protecting your investment in a home financially with flood insurance. 2b. You can also contact the Jupiter Building Department by calling 561-741-2286 for flood insurance assistance. 2c. Flood insurance is required for all properties in the SFHA with federally backed mortgages. 2d. The Town of Jupiter participates in a program that provides a 25% reduction in flood insurance premiums for most NFIP flood insurance policies. Ask your insurance agent about the discount.	Increase in the number of flood insurance policies in the community
3. Protect people from the hazard	3.a. Do not walk through flowing water. 3.b. Do not drive through a flooded area. 3.c. Be sure to test generators, smoke alarms and carbon monoxide (CO) alarms before each storm event. 3.d. Keep a safe distance from power lines and electrical wires to avoid the risk of electrocution.	Fewer water rescues and police citations for ignoring barricades
4. Protect your property from the hazard	4.a. Use the information in this guide as a resource. 4.b. The Town of Jupiter Building Department (561-741-2286) provides information to residents and neighborhoods on flood and wind protection methods. 4.c. For valuable insights and assistance in safeguarding your property against flood water and windstorms, reach out to the Town of Jupiter Building Department at 561-741-2286.	Reduced property loss due to flooding

Table 3. Topics, Messages and Outcomes		
Topic	Message	Outcome
4. Protect your property from the hazard (Continued)	4.d. If you have concerns about your property, request a site visit from Town staff. Staff can assess your situation firsthand and provide tailored advice on property improvements. 4.e. The Building Department is well-equipped to guide you through flood-proofing solutions, including strategies like elevating structures, installing flood panels, berms, flood walls and other effective techniques. Staff can also provide details about potential financial assistance programs available to support the implementation of these property protection measures. 4.f. Keep the banks of ditches along your property clear of brush and debris to maintain proper drainage.	
5. Build responsibly	5.a. If you see building or filling and a permit is not posted, contact the Building Department at 561-741-2286. 5.b. Permits are required for any changes to properties within the SFHA, including substantial improvements, filling, and grading. Contact the building department at 561-741-2286 for more information. 5.c. Every construction project, whether new development or “substantial improvements” to existing structures, requires a permit. 5.d. If your building sustains flood or storm damage, contact the Building Department at 561-741-2286, to schedule an inspection BEFORE completing any repairs. If the repairs needed to bring a structure to its pre-damage condition will equal or exceed 50% of the market value of the structure (not including the value of the land), the structure is considered to be 'Substantially Damaged' and must be brought into compliance with current floodplain management codes and regulations.	Reduced number of building department citations
6. Protect natural floodplain functions	6.a. Help protect the natural floodplain functions by following the drainage maintenance tips listed. 6.b. Dumping debris in ditches, including grass clippings, is illegal. Report any instances of dumping to Stormwater Utility at 561-741-2705, or stormwater@jupiter.fl.us.	Maintenance of natural floodplain functions
7. Be prepared for hurricanes	For emergency information, call the Town’s Resident Information Line at 561-743-7013.	Reduced property loss from hurricanes
8. Maintain your storm drains	If you encounter any issues with public or private drainage, call the Stormwater Utility Department at 561-741-2705, or stormwater@jupiter.fl.us .	Reduced street flooding events caused by clogged storm drains
9. Be prepared for storm surges	9.a. Evacuate if you live in a manufactured/mobile home; have substandard construction; or live in a flood-prone area. 9.b. If advised to evacuate, do so immediately. Find out your evacuation zone at pbcgov.org/knowurzone.	Increased evacuation in anticipation of storm surges
10. Know how to access post-storm services	10.a. In the event that a storm disrupts the Town’s ability to provide updates electronically, bulletins will be posted daily at 25 sites. Print a map of locations. 10.b. If phone and web services are disrupted, bulletins will be posted daily at 25 sites around Town. Find a printable map of the 25 locations by visiting jupiter.fl.us/Storm.	Increased awareness of and response to storm warnings and recovery

Other Public Information Initiatives

- **Activity 310 (Elevation Certificates):** The PPI Committee recommends the Town should continue to inform residents about the importance of Elevation Certificates. At least annually, in the flood hazard brochure and on the Town website, the Town should publicize the methods by which residents can find out if an elevation certificate is on file for their property.
- **Activity 320 (Map Information Services):** The PPI Committee recommends the Town should continue to offer these services to the community and should advertise the services, including site visits, in the flood hazard brochure at least annually and on the Town website.
- **Activity 340 (Hazard Disclosure):** The Committee noted that hazard disclosure for coastal communities like Jupiter requires real estate offices to provide a level of flood hazard disclosure. This should be enforced, and outreach efforts should be periodically made to local Real Estate agents advising them of the state's hazard disclosure requirement for coastal communities.
- **Activity 350 (Flood Protection Information):** The PPI Committee noted that the Town has an informative website which covers all of the 10 messages chosen by the committee. The website should be updated periodically or whenever PPI messages are updated. FEMA publications and locally pertinent documents are cataloged at the Palm Beach County Public Library.
- **Activity 360 (Flood Protection Assistance):** The Town should continue to offer these services to the community and should advertise the services, including site visits in the flood hazard brochure and, at least annually, on the Town website.
- **Activity 370 (Flood Insurance Promotion):** The Town will offer advice on flood insurance, which will be advertised at least annually in the Town's flood brochure and on the website. Additionally, a flood insurance message from community leadership or an elected official will be issued and distributed, at least annually, via that official's media of choice (i.e., social media, PSA, Town website or eNewsletter).
- **Activity 540 (Drainage System Maintenance):** The "no dumping" regulations should continue to be advertised in the newsletter and on social media, at least annually. It should also be advertised on the Town website, and in the Town flood hazard brochure.
- **Activity 610 (Flood Warning and Response):** Flood warning and safety information will be advertised to the entire community on the Town's website and social media, and at least annually, in the Town's flood hazard brochure.

Electronic Distribution

For the sake of efficiency and effectiveness, the committee decided to incorporate electronic distribution methods, to the extent feasible, into outreach efforts moving forward.

Publicity recommendations:

Considering the following recommendation and justification, the Committee agrees that, to the extent feasible and appropriate, the Town move from the printed media to electronic media:

It is noted that effective communications are increasingly conveyed through electronic, rather than through printed, media. This trend is clear and growing. In light of this movement from print to electronic media,

the committee recommends the primary media used by the Town for publicity of all required elements be electronic.

Not only does this recommendation result from considerations of effectiveness and efficiency, but there is also an economic component. The printing and postal costs for mailing hard copies of flood- related materials to the buildings in the community is expensive

The committee recommends electronic formats, such as emails, social media, website, television, radio, and news feeds be the primary means used to publicize the required elements in the CRS program.

As feasible and appropriate, the following electronic-based media should be utilized for each one of the publicity requirements:

- Website
- Email blasts
- eNewsletters
- Social media
- Government Access TV Channel

In essence, the PPI Committee proposes the replacement of one annual printed publicity with numerous messages disseminated through numerous electronic media platforms. With the continuing movement in the 21st Century from the printed to the electronic media, the PPI Committee has determined that this new approach makes sense from the perspective of effectiveness, efficiency, and economy.

The PPI Committee recommends this publicity strategy be utilized for all required publicity elements in the CRS program, including:

- Activity 310 - Elevation Certificates
- Activity 320 - Map Information Services
- Activity 360 - Flood Protection Assistance
 - Property protection advice (PPA)
 - Protection advice provided after a site visit (PPV)
 - Financial Assistance Advice (FAA)
- Activity 370 - Flood Insurance Promotion
- Activity 540 - Drainage System Maintenance
- Activity 610 - Flood Warning and Response

Projects and Initiatives

The PPI Committee identified 37 projects and initiatives for the 2025 Program for Public Information Update. Implementation will be determined based on annual assessment, cost, and availability of resources. These are organized by target audience and message in Table 6.

Flood Response Preparations

In addition to projects that are implemented every year, the PPI Committee recommends projects that could be implemented immediately before, during and after a flood be identified and prepared ahead of time. These projects are ready for reproduction and dissemination after a flood warning. These projects are briefly described in this PPI in Table 7.

Implementation, Monitoring and Evaluation

The various entities listed in Table 6 will work to implement the projects included in the PPI. The CRS Coordinator will monitor the projects as they are developed, as well as their results. He/She will record

inputs from the PPI Committee members and suggestions from other Town employees and stakeholders participating in the activities.

The PPI Committee will meet at least once each year to review the implementation of these projects and initiatives. At that time, the status of the projects will be explained and progress toward the outcomes will be discussed. The Committee will recommend to the appropriate Town offices and the stakeholders who implement projects whether the projects should be changed or discontinued.

At least once each year, staff will review the projects in Table 6. The Committee will meet and review the outcomes of each individual activity to change, add, delete, or approve them. Table 6 will be revised accordingly. The outcomes and revisions will be submitted as part of the Town's annual recertification package to the Community Rating System.

Flood Insurance Promotion

In addition to serving as the Town's Program for Public Information Committee, the members chose to function also as its Flood Insurance Promotion Committee. The committee was structured with this purpose in mind; all CRS committee membership requirements are met.

Flood Insurance Coverage Assessment:

The following tables from FEMA's Community Information System provide data to assess flood insurance coverage in the Town of Jupiter.

Table 4: Insurance Occupancy

Insurance Occupancy						
As of 03/02/2025						
Community:		JUPITER, TOWN OF		State:		FLORIDA
County:		PALM BEACH COUNTY		CID:		125119
Overview	Occupancy	Zone	Pre/Post FIRM			
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	2,502	\$1,754,460	\$824,408,000	344	\$1,823,769.63	\$144,212.52
2-4 Family	459	\$190,622	\$108,133,000	51	\$228,499.64	\$14,750.00
All Other Residential	2,603	\$529,646	\$568,159,000	50	\$188,290.87	\$16,681.87
Non Residential	208	\$377,620	\$98,700,000	53	\$1,036,811.37	\$46,495.02
Total	5,772	\$2,852,348	\$1,599,400,000	498	\$3,277,371.51	\$222,139.41

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Condo	3,107	\$735,389	\$682,457,000	62	\$256,929.37	\$22,236.87
Non Condo	2,665	\$2,116,959	\$916,943,000	436	\$3,020,442.14	\$199,902.54
Total	5,772	\$2,852,348	\$1,599,400,000	498	\$3,277,371.51	\$222,139.41

Table 5: Insurance Zone**Insurance Zone**

As of 03/02/2025

Community:	JUPITER, TOWN OF	State:	FLORIDA
County:	PALM BEACH COUNTY	CID:	125119

Overview	Occupancy	Zone	Pre/Post FIRM			
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	2,946	\$1,054,813	\$715,848,000	297	\$2,278,141.41	\$135,331.04
A Zones	0	\$0	\$0	1	\$0.00	\$70.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	0	\$0	\$0	0	\$0.00	\$0.00
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	3	\$2,201	\$252,000	5	\$2,941.42	\$590.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	2,823	\$1,795,334	\$883,300,000	102	\$576,660.18	\$32,648.37
Preferred	0	\$0	\$0	93	\$419,628.50	\$53,500.00
Total	5,772	\$2,852,348	\$1,599,400,000	498	\$3,277,371.51	\$222,139.41

Determine Level of Coverage

Based upon the data shown above and the knowledge of the committee members, following are some of the assessments made:

- Flood insurance coverage is typically concentrated in clusters, most of which are near or adjacent to water bodies. As a coastal community, the Town of Jupiter has the obvious risk of storm surge. Close proximity to bodies of water makes the risk of storm surge greater. Policy owners tend to realize this risk and appreciate the risk reduction offered by flood insurance.
- There are approximately as many condo policies as there are non-condo policies.
- Nonresidential coverage accounts for only 3.4% of policies but 31.6% of the paid losses. However, there have been no paid losses for nonresidential policies since before 2019.
- The coverage outside of SFHA and inside the SFHA is virtually the same. Although, following regional trends, all flood zones saw a decrease in the number of policies over the last five years, the percentage of policies inside the SFHA, which used to be significantly higher than the percentage of policies outside the SFHA, has decreased more significantly over the last five years. One possible reason for this may be the marked increase in cash real estate purchases which, unlike properties in the SFHA with federally backed mortgages, are not mandated to carry flood insurance. Additionally, considering that cost pressure seems to be the driving force behind the regional reduction in the number of policies, the fact that the cost for insurance coverage outside the SFHA is lower than within the SFHA, probably has an effect. A distribution of the claims demonstrates that 30% of paid losses took place outside the SFHA.
- According to the most recent community data table, out of approximately 18,408 buildings in the community, 832 are within the SFHA. This means that only 4.5% of the community's buildings are

located within the flood zones, while the previous tables show that 69.6% of the paid losses occurred within the SFHA.

- As of February 2024, there are 11 repetitive loss properties with a total of 33 claims. There have been no claims filed for any of these properties since 2016. These properties and nearby properties with comparable risk are identified as Repetitive Loss Areas. There are 78 letters sent to the buildings within the Repetitive Loss Areas. At least one outreach project, which includes promotion of flood insurance, is mailed to these buildings once per year.
- Although the number of claims has increased 271 (from 227 in 2019 to 498 in 2025), the number of paid losses has only gone up \$25,971, indicating that the average loss for each of the individual claims over the past 6 years has been extremely small.

The Town of Jupiter submitted its original Flood Insurance Promotion Report in 2017. This included additional mapping, data, and analysis. Because this is an update of the original, rather than a new report, not all the information is duplicated in this report.

Based upon this analysis, the committee suggested that flood insurance promotion should definitely be prioritized. In light of the recent reduction in the number of flood insurance policies, and rising policy premiums, there is concern that many property owners may choose to drop their flood insurance coverage. Additionally, since new flood insurance rate maps were recently adopted in December 2024, many residents may be unaware that their property is now considered higher risk, and flood insurance may be required for those with federally backed mortgages. For this reason, the flood insurance promotion efforts of the Town are considered extremely important.

Coverage Improvement Plan

Because the Town has elected to incorporate its coverage improvement plan together with its PPI, most of the required elements for the plan have already been covered in the previous pages of this report.

Identify Target Areas and Audiences

Having already identified several target areas and audiences through its PPI, the committee confirmed these audiences for flood insurance promotion. Title companies included in target audience #11 were singled out as being especially important for reaching cash buyers with flood insurance promotion.

Target audience #1: Residents and businesses within the special flood hazard area

Target audience #2: Residents within the Repetitive Loss Areas

Target audience #3: Old Town area

Target audience #4: 7th Street area

Target audience #5: Spanish-speaking population

Target audience #6: Board of Realtors

Target audience #7: Real estate agents (added 2025)

Target audience #8: Insurance companies

Target audience #9: Business community

Target audience #10: Homeowner and condominium associations

Target Audience #11: Mortgage brokers, lenders & title companies

Additional target audiences were identified by the committee specifically for flood insurance related messaging:

- Target Audience #12: Residents whose flood zone changed when the new maps were adopted in December 2024

Flood insurance coverage improvements should include the following:

- Increasing the number of buildings insured, both within SFHA and outside SFHA
- Increasing the number of properties with contents coverage
- Encouraging cash buyers and heirs inside the SFHA to purchase flood insurance
- Outreach to residents inside SFHA with mitigation options (to reduce flood losses in this area)
- Outreach to residents whose flood zone recently changed

Projects Designed to Increase Flood Insurance Participation

Though the PPI includes all the projects specified in the coverage improvement plan, the following projects can be highlighted:

1. Letter from Mayor: One key component of the coverage improvement plan is the letter from the Mayor to all properties in the Town encouraging residents and businesses to consider purchase of flood insurance. This activity has been done annually and will continue to be done.
2. Outreach to property owners in Target Areas: The committee determined that perhaps the ones who need the message of flood insurance promotion most are the ones most vulnerable to flooding. These will be recipients of several outreach projects.
3. Social media postings: Because of the increasing importance of social media in our society, the committee considers this forum to be particularly pertinent. Furthermore, the Town of Jupiter has developed effective social media capabilities.

Table 6 lists and briefly describes the projects that are currently being implemented and will be implemented in the Town's program for public information and flood insurance promotion effort.

Narrative Summary

In light of the recent reduction in the number of flood insurance policies, efforts to increase flood insurance coverage within the Town of Jupiter are more important now than ever.

Flood insurance coverage improvements should prioritize the following outcomes:

- Increasing the number of buildings insured, both within SFHA and outside SFHA
- Increasing the number of properties with contents coverage
- Increasing the number of cash buyers and heirs inside the SFHA that purchase flood insurance
- Increasing the number of policies obtained in areas where the adoption of the newest FEMA flood zone maps caused a change in flood zone designation

Technical Assistance

The Town is committed to providing technical assistance pertaining to advising people who have questions about flood insurance. This assistance is being advertised.

Implementation, Monitoring and Evaluation

The CRS Coordinator will monitor the projects listed in Table 6 as they are developed, as well as their results. He/She will record input from PPI Committee members and suggestions from other Town employees and stakeholders participating in the activities. That input will be communicated to committee members for consideration and evaluation.

The PPI/FIP Committee will meet at least once each year to review the implementation of these projects and initiatives. At that time, the status of the projects will be explained and progress toward the outcomes will be discussed. The Committee will recommend to the appropriate Town offices and the stakeholders who implement projects whether the projects should be changed or discontinued. The outcomes and revisions will be compiled in a report and submitted as part of the Town's annual recertification package to the Community Rating System.

Approximately once every five years, the plan will be updated, using data from the updated assessment. This update will be sent to the flood insurance liaison in the FEMA Regional Office and submitted for adoption by the Town Council.

Adoption

This document became effective when it was adopted by the Town Council on April 15, 2025.

Table 6. PPI Projects and Initiatives							
Outreach Projects (OP)							
OP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Outreach Project	Assignment	Schedule	Stakeholder
OP#1	All properties in the Town	1 - 10	1 - 10	Annual community flood hazard publication	CRS Coordinator	May	
OP#2		1 - 10	1 - 10	Instagram postings of flood information	Public Information Officer	Year-round	
OP#3		1 - 10	1 - 10	Twitter (X) postings of flood information	Public Information Officer	June -October	
OP#4		1 - 10	1 - 10	Facebook postings of flood information	Public Information Officer	June -October	
OP#5		1 - 10	1 - 10	NextDoor postings of flood information	Public Information Officer	June -October	
OP#6		1 - 10	1 - 10	YouTube Channel videos with flood information	Public Information Officer	June -October	
OP#7		1,2	1,2	Map inquiry service (320)	Chief Building Official	Year-round	
OP#8		1 - 10	1 - 10	Public Library (350)	CRS Coordinator	Year-round	
OP#9		1 - 10	1 - 10	Town website advisement (350)	Public Information Officer	June –October	
OP#10		2	2	Flood insurance promotion (370)	CRS Coordinator	Year-round	
OP#11		3,4,7,10	3,4,7,10	Town Times Newsletter in Town Lobby	Public Information Officer	May – August	

Table 6. PPI Projects and Initiatives							
Outreach Projects (OP)							
OP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Outreach Project	Assignment	Schedule	Stakeholder
OP#12	All properties in the Town	3,7	3,7	Palm Beach County Dart Apps	Emergency Management Division	At least annually	
OP#13		3, 7, 9	3, 7, 9	Palm Beach County website (350)	Palm Beach County Division of Emergency Management	Year-round	
OP#14		1, 4, 5	1, 4, 5	Property-specific information response & flood protection advice (360)	Building Division	Year-round	
OP#15		1 - 10	1 - 10	Jubilee booth	Stormwater	February	
OP#16		1 - 10	1 - 10	Literature distribution at community events	CRS Coordinator	Year-round	
OP#17		3, 7, 9, 10	3, 7, 9, 10	Locally produced TV shows – Palm Beach County EOC	Palm Beach County Division of Emergency Management	Year-round	
OP#18		10	10	Jupiter Post Storm Information	Public Information Officer	June – November	
OP#19		2	2	Flood insurance information	CRS Coordinator	Year-round	Insurance agencies
OP#20		3, 4, 7	3, 4, 7	Town Times Newsletter mailed to all residents	Public Information Officer	September	
OP#21		3, 7	3, 7	TV Show – Governor’s Hurricane Conf.	N/A	May - October	Palm Beach County
OP#22		2	2	Flood Insurance Advice Brochure	N/A	Year-round	FEMA

Table 6. PPI Projects and Initiatives							
Outreach Projects (OP)							
OP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Outreach Project	Assignment	Schedule	Stakeholder
OP#23	All properties in the Town	1 – 10	1 – 10	Town Website available in all languages, including ADA accessibility	Public Information Officer	Year-round	
OP#24		1 - 4, 7	1 - 4, 7	Public presentation by Palm Beach County Emergency Management staff	Palm Beach County Division of Emergency Management	Year-round	Palm Beach County
OP#25		2	2	Flood insurance promotion letter from mayor or elected official distributed via that official's media of choice (i.e., social media, PSA, Town website or eNewsletter)	CRS Coordinator	At least annually	Elected Official
OP#26	Old Town Area	1 – 4, 7, 8, 10	1 – 4, 7, 8, 10	Letter or electronic communication to Residents and Businesses in Old Town Area	CRS Coordinator	May	
OP#27	7th Street Area	1 – 4, 7, 8, 10	1 – 4, 7, 8, 10	Letter or electronic communication to Residents and Businesses in 7 th Street Area	CRS Coordinator	May	
OP#28	Spanish speaking population	1 – 10	1 – 10	Jupiter Hurricane Preparation Guide (Spanish)	Public Information Officer	May	
OP#29	Realtors	1-2	1-2	Flood Insurance advisements	CRS Coordinator	May	Board of Realtors
OP#30	Insurance agencies	1-10	1-10	Letter or email advisements with Town's flood hazard publication	CRS Coordinator	May	Insurance agencies
OP#31	HOAs & Condo Associations	1-10	1-10	Letter or email advisements with Town's flood hazard publication	CRS Coordinator	May	

Table 6. PPI Projects and Initiatives							
Outreach Projects (OP)							
OP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Outreach Project	Assignment	Schedule	Stakeholder
OP#32	Repetitive Loss property areas	1 - 4	1 - 4	Repetitive Loss Areas Outreach	CRS Coordinator	May	
OP#33	Special needs individuals	1 - 6	1 - 6	Palm Beach County Special Needs Outreach	Palm Beach County Division of Emergency Management	May – November	
OP#34	Realtors	1-10	1-10	Email outreach to other insurance companies from insurance representative	Insurance representative on Committee in coordination with CRS Coordinator	Annually	Insurance representative on Committee
OP#35	Realtors	1-10	1-10	Letter or email advisements with Town's flood hazard publication	CRS Coordinator	May	
OP#36	Mortgage brokers, lenders & title companies	1-10	1-10	Letter or email advisements with Town's flood hazard publication	CRS Coordinator	May	
OP#37	Businesses	1-10	1-10	Letter or email advisements with Town's flood hazard publication	CRS Coordinator	May	

Table 7. PPI Projects and Initiatives							
Flood Response Preparations (FRP)							
FRP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Project	Assignment	Schedule	Stakeholder
FRP#1	N/A	3	3	Facebook PSAs	Public Information Officer	Before the storm	N/A
FRP #2	N/A	3, 4	3, 4	Other Social Media PSAs	Public Information Officer	Before the storm	N/A
FRP #3	N/A	2, 3, 4, 10	2, 3, 4, 10	Email PSAs	Public Information Officer	Before the storm	N/A
FRP #4	N/A	2, 3, 10	2, 3, 10	Brochure handouts	Public Information Officer	Before the storm	N/A
FRP #5	N/A	3, 4	3, 4	TV/ Radio PSAs	Public Information Officer	Before the storm	N/A
FRP #6	N/A	3, 4	3, 4	Reverse 911 messages	Public Information Officer	Before the storm	N/A
FRP #7	N/A	3, 4, 7, 10	3, 4, 7, 10	Newspaper PSAs	Public Information Officer	Before the storm	N/A
FRP#8	N/A	1, 3, 4, 7	1, 3, 4, 7	EOC communications	Public Information Officer	Before the storm	N/A
FRP#9	N/A	3	3	Facebook PSAs	Public Information Officer	During the storm	N/A

Table 7. PPI Projects and Initiatives							
Flood Response Preparations (FRP)							
FRP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Project	Assignment	Schedule	Stakeholder
FRP#10	N/A	3	3	Other Social Media PSAs	Public Information Officer	During the storm	N/A
FRP#11	N/A	3	3	Email PSAs	Public Information Officer	During the storm	N/A
FRP#12	N/A	3	3	Brochure handouts	Public Information Officer	During the storm	N/A
FRP#13	N/A	3	3	TV/ Radio PSAs	Public Information Officer	During the storm	N/A
FRP#14	N/A	3	3	Reverse 911 messages	Public Information Officer	During the storm	N/A
FRP#15	N/A			Newspaper PSAs	Public Information Officer	During the storm	N/A
FRP#16	N/A			EOC communications	Public Information Officer	During the storm	N/A
FRP#17	N/A	2, 3, 4, 5, 10	2, 3, 4, 5, 10	Facebook PSAs	Public Information Officer	After the storm	N/A
FRP#18	N/A			Other Social Media PSAs	Public Information Officer	After the storm	N/A
FRP#19	N/A	2, 3, 4, 5, 10	2, 3, 4, 5, 10	Email PSAs	Public Information Officer	After the storm	N/A

Table 7. PPI Projects and Initiatives							
Flood Response Preparations (FRP)							
FRP Number	Target Audience	Message(s) (See Table 3)	Outcome (See Table 3)	Project	Assignment	Schedule	Stakeholder
FRP#20	N/A			Brochure handouts	Public Information Officer	After the storm	N/A
FRP#21	N/A	10	10	TV/ Radio PSAs	Public Information Officer	After the storm	N/A
FRP#23	N/A			Newspaper PSAs	Public Information Officer	After the storm	N/A
FRP#24	N/A	1 – 5, 10	1 – 5, 10	EOC communications	Public Information Officer	After the storm	N/A

TOWN OF JUPITER
Purchase Order, EPW 2025-10, for 500 N. Delaware Avenue Phase II and III Exotic Removal



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Approval of a Purchase Order, EPW 2025-10, for 500 N. Delaware Avenue Phase II and III Exotic Removal to Treecycle Land Clearing, Inc. in an amount not exceed \$72,600.

EXECUTIVE SUMMARY

Consideration of a purchase order, EPW 2025-10, for 500 N. Delaware Avenue Phase II and III Exotic Removal to Treecycle Land Clearing, Inc. in an amount not to exceed \$72,600.

ANALYSIS

The proposed contract (Attachment 1) consists of the removal of nuisance and exotic vegetation at the Town-owned open space property located at 500 North Delaware Avenue. The property comprises a total area of approximately eight acres and is located on Delaware Avenue, north of Indiantown Rd, just east of the Jupiter Inlet District property. Phase I exotic treatment was initiated in 2023. Phase I consisted of treating exotic vegetation which was left in place adjacent to the wetland delineation line in order to minimize impacts to the wetland area and wildlife. A second treatment of the Phase I area was conducted in October 2024 to retreat areas of regrowth. Phases II & III of exotic removal comprise the remainder upland area of the property. Funds for this project were allocated in the current FY 25 Community Investment Program (Attachment 2).

On March 11, 2025 six (6) bids were received and opened for the subject project; please see attached Bid Tabulation form (Attachment 3). The contractor with the lowest bid amount (\$22,935.00) was found to not have submitted a full and complete bid. Town staff reviewed all bids and determined that Treecycle Land Clearing, Inc. is the lowest, most responsive, and responsible bidder with a total bid amount of \$72,600.00 (Attachment 4). Town staff contacted references provided by Treecycle Land Clearing, Inc. and received positive feedback on the quality of their work and timely completion of their projects.

Town staff reviewed the bids and conducted the solicitation process in accordance with the Town's procurement policy. There is funding available in the Open Space Program Community Investment Program budget to fund the project.

Town staff is providing the contract (Attachment 1) for consideration by the Town Council for approval of the creation of a purchase order for the 500 N. Delaware Avenue Phase II and III Exotic Removal to Treecycle Land Clearing, Inc., and to authorize the Town Manager to execute the contract.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Proposed Contract
2. Open Space CIP
3. Bid Tabulation
4. Treecycle Land Clearing, Inc. Bid Proposal

FUNDING SOURCE

Approved in Budget \$395,349

Sources: 31032572-563000-
R0801

Imp Other Bld-Open Space
Prgm

Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Ashley Reeves at
ashleyr@jupiter.fl.us or 561-741-2384.



PLANNING & ZONING DEPARTMENT

April 15, 2025

Treecycle Land Clearing, Inc.
5019 80th Terrace South
Lake Worth, FL 33467

Re: *Town of Jupiter North Delaware Phases II & III Exotic Removal*

Contract # EPW 2025-10

Dear Mr. Casey:

In accordance with the Request for Quotes as summarized by this letter contract and in accordance with your firm's signed bid form and quote dated 3/11/2025 (Exhibit 3), the scope of work (Exhibits 1 and 2), the Town of Jupiter's Standard Terms and Conditions including E-Verify affidavits (Exhibit 4), and Sworn Statement (Exhibit 5), upon execution of this Letter Contract you are awarded the Town of Jupiter North Delaware Phases II & III Exotic Removal contract at the Fixed Not To Exceed Price of Seventy-Two Thousand, Six Hundred Dollars and Zero cents (\$72,600.00). The Fixed Not to Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, material, supplies, permits, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work.

In accordance with Paragraph 1.3 of the Contract Standard Terms and Conditions (Exhibit 4), the contract time for performance of the work has been established at **Ninety (90)** calendar days. Additionally, and in accordance with Paragraph 1.6, failure to complete the project in the time specified and as adjusted under Paragraph 1.6, will result in Liquidated Damages in the amount of One Hundred Dollars and No Cents (\$100.00) Per Calendar Day.

The Town of Jupiter Letter Contract Standard Terms and Conditions, Supplemental Agreement Form, Payment Application, and Certification Disbursement of Previous Periodic Payment to Subcontractor's forms are enclosed and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.27, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, emailed copy of this letter contract to this office. Please mail the signed original to this office. All correspondence, including invoices, shall reference the EPW 2025-10 Town of Jupiter North Delaware Phases II & III Exotic Removal contract. Your cooperation is appreciated.

Recommended by:

Stephanie Thoburn, AICP, ASLA,
Assistant Director of Planning and Zoning

Approved By:

Frank Kitzerow, Town Manager

Date: _____

Signature: _____
(Contractor)

Title: _____

Printed Name: _____

Date: _____

Town of Jupiter Letter Contract Standard Term and Conditions

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in accordance with Exhibit 1, Scope of Work.
- 1.2. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall obtain a business tax receipt from the TOWN and Palm Beach County prior to commencing any work under the CONTRACT.
- 1.3. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a change order or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of **Ninety (90)** calendar days.
- 1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- 1.6. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, One Hundred Dollars and No Cents (\$100.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 1.7. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.
- 1.8. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.

- 1.9. Perform all work to the satisfaction of the Director of Engineering or his Designee. The Engineer will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.
- 1.10. Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents
- 1.11. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability.
- 1.12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- 1.13. COMPREHENSIVE GENERAL LIABILITY - \$2,000,000 General Aggregate - with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- 1.14. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- 1.15. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.16. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 1.17. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants

or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

- 1.18. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN
- 1.19. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.
- 1.20. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.
- 1.21. The Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 1.22. The CONTRACTOR shall be responsible for all cutting and patching necessary for the installation of temporary or permanent materials, equipment and Incidentals. The CONTRACTOR shall schedule and sequence work to avoid cutting and patching permanent finished work. The CONTRACTOR shall not cut or patch permanent work without the prior written approval of the Engineer. The costs associated with any necessary cutting and patching are considered incidental to the work and will not be measured or paid for separately.
- 1.23. Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The CONTRACTOR is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the CONTRACTOR'S operations.
- 1.24. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Contractor Invoice form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the Town. The CONTRACTOR shall provide a final waiver of lien on the standard form attached to this CONTRACT prior to the TOWN making final payment for the work.
- 1.25. The TOWN reserves the right to make alterations in the character of the work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance.
- 1.26. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by

- an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.27. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the occurrence of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.
 - 1.28. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
 - 1.29. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.
 - 1.30. All work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
 - 1.31. When, upon completion of the entire scope the Town determines that the CONTRACTOR has satisfactorily completed the work and all punch list work identified during the punch list inspection, the Town will give the CONTRACTOR written notice of final acceptance. The final acceptance date will be the date on which the Contract warranty provisions and the time limitations for latent defects commence.

- 1.32. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided in paragraph 1.30. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1910 and 1926, as applicable, and all subsequent revisions and updates.
- 1.33. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.
- 1.34. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN
- 1.35. Audits: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 1.36. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approved a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process. Respondent(s) may, however contact any Town Council member. Town Council's Staff, or any employee authorized to act on behalf of the Town Council to award a particular contract, via written communication i.e., facsimile, email or U. S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.
- 1.37. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within ten (10) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law

- arising from the default and breach of the CONTRACT.
- 1.38. The CONTRACTOR may not employ, directly or indirectly, the mayor, any member of the Town Council or any director or department head of the Town. The Town Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the Town, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder or any business entity in which they have a controlling financial interest. Any affected Town employee may seek a conflict of interest opinion from the Town ethics officer prior to the submittal of a Bid or Proposal by the CONTRACTOR. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.
- 1.39. The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT (561) 741-2737, Heatherk@jupiter.fl.us

Heather Keys, Engineering Administrative Assistant III

Town of Jupiter

210 Military Trail

Jupiter, FL 33458

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

Town of Jupiter

Attention: Scott W. Isberner, P.E., Senior Engineer

210 Military Trail

Jupiter, FL 33458-5786

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

- 1.42. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 1.43. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 1.44. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
- 1.45. For convenience and to reduce reproduction costs, the Standard Conditions are printed on with a reduced text size. The Town will furnish a full size reproduction upon request of the CONTRACTOR and at no cost to the CONTRACTOR.

END OF STANDARD TERMS AND CONDITIONS

**TOWN OF JUPITER
CONTRACT SUPPLEMENTAL AGREEMENT**

Contract No: EPW 2025-05

Date: _____

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and “Contractor” the same being supplementary to Contract by and between the parties aforesaid, dated _____, for the construction or improvement of _____, assigned the contract number shown above, in Jupiter, Florida.

1. (Description of work, attach sheets as necessary)

Revised Plan Sheet(s) Nos. _____

2. The quantities to be paid shall be determined as provided in the contract documents. The quantities so determined shall be paid at the lump sum or unit prices stated on the attached sheets.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No., including and previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days _____

Net change in Contract this Agreement: Increase \$ _____ Decrease \$ _____

No Change _____

Approved By:

Contractor

Date: _____

Approved By:

Town of Jupiter

Date: _____

TOWN OF JUPITER CONTRACTOR'S PROGRESS/FINAL PAYMENT APPLICATION

PAYEE / VENDOR _____

VENDOR NO. _____

REMIT TO:

CONTRACTOR'S INVOICE NO. _____

Street: _____

CONTRACT NO. _____

City: _____

PAY APPLICATION NO. _____

State: _____

Zip Code: _____

FOR SERVICES PERFORMED:

FROM _____ TO _____

PROJECT NAME: _____

PROGRESS PAYMENT: _____

PROJECT PHASE / TASK _____

FINAL PAYMENT: _____

1. ORIGINAL CONTRACT AMOUNT _____

2. SUPPLEMENTAL AGREEMENTS (SA) AND ADJUSTMENTS TO DATE: (Plus/Minus) _____

(FINAL ESTIMATE ONLY)

CONTINGENCY SA BALANCE (Minus)	\$
Unit Price Contract Overruns/Underruns (Plus/Minus)	\$
Total Contract Adjustment (Include on Line 2)	\$

3. ADJUSTED CONTRACT AMOUNT (Item 1 plus/minus Item 2) _____

4. PERCENT COMPLETED TO DATE (Attach Pay Application/Estimate Detail) _____

5. \$ AMOUNT COMPLETED TO DATE _____

6. RETAINAGE (____%) TO DATE _____

7. AMOUNT COMPLETED LESS RETAINAGE (Item 5 less Item 6) _____

8. CONTRACT BALANCE DUE (Item 3 less Item 7) _____

9. TOTAL PREVIOUSLY INVOICED (Item 7 from last Invoice) _____

10. AMOUNT OF THIS INVOICE (Item 7 less Item 9) _____

PAYEE / VENDOR CERTIFICATION: I hereby certify that the materials or services invoiced herein have been delivered and meet the requirement of the CONTRACT DOCUMENTS, that this Progress/Final Payment Application it is correct and just, and that no part of same has previously been invoiced or paid.

(Contractor Signature)_____
Title

THIS INVOICE IS APPROVED FOR RECEIPT BY:

Town Project Manager_____
Date_____
Director of Engineering & Public Works_____
Date

CERTIFICATION
DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS

Project Title: Clock Tower Painting and Repairs Date _____
Contract No. EPW 2025-05
To release Monthly Payment for: _____

_____; prime contractor for the above referenced contract, hereby certifies that all subcontractors except for those noted below, having interest in this contract have received their pro-rata share of all previous periodic payments made to date by the Town for all work, materials, and equipment furnished under the contract. The term “subcontractor”, as used herein, shall also include persons or firms furnishing materials, services, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Town and work done under equipment-rental agreements.

EXCEPTION:
The following subcontractors have not been paid and a copy of the notification sent to each explaining the good cause why payment has not been made is attached to this form.

_____ Subcontractor Name	_____ Subcontractor Name
_____ Street Address	_____ Street Address
_____ City, State, Zip Code	_____ City, State, Zip Code
State of Florida	A false statement or omission made in connection with this certification insufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.
County of _____	
Sworn to and subscribed before me this _____ Day of _____, _____, by	
_____ (Print name of person signing Certification)	_____ Contractor
_____ Notary Public	_____ By
_____ Commission Expires	_____ Title
Personally Known _____ OR Produced Identification _____	

- Instructions:
- 1. Attach copy of the notification good cause sent to each applicable subcontractor
 - 2. List subcontractors which have not been paid the proportionate share of payments received by the contractor and date listed as exception.
 - 3. A separate certification is required for each contract.
 - 4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.

CERTIFICATE OF FINAL ACCEPTANCE
TOWN OF JUPITER

PROJECT: Clock Tower Painting and Repairs
CONTRACT: EPW 2025-05
CONTRACTOR: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this contract has been reviewed and found to be complete. The Date of Final Acceptance of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, so the Town can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Document.

The final payment application will be processed at such time as all outstanding forms are completed and delivered. The forms include, but are not limited to: Certification of Previous Periodic Payment, Contractor's Affidavit and Final Release of Lien, Subcontractor's and Material Men and Laborer's Final Release of Lien, and Acceptance on Offer of Final Payment.

The Town accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____(time) on _____(date).

TOWN: Director of Engineering and Public Works

BY

DATE

Acceptance on Offer of Final Payment

PLEASE RETURN THIS LETTER WITH ATTACHMENTS DIRECTLY TO:

Town of Jupiter, 2025
Engineering Department
210 Military Trail
Jupiter, FL 33458

Project Name: Clock Tower Painting and Repairs
Contract Number: EPW 2025-05
Financial Project ID:

Dear Sir:

This will acknowledge receipt of your letter dated _____,2025, and copy of PAYMENT APPLICATION NUMBER #___.

- 1) We have examined this ESTIMATE in detail and found it to be a correct statement of our account.

We hereby agree to accept the total to date amount paid of \$_____for the full settlement of our account under this contract covering construction and of all claims in connection therewith.

-OR-

- 2) We have examined this Estimate in detail and do not agree that the amount is correct. Our position is that the balance due us is \$_____which includes an additional amount of \$ _____. This amount is reflected in the breakdown listed below: (Note: If further space is needed, please attach additional sheets with breakdown and provide a complete explanation.)

EPW 2025-05	Pay Item	\$ Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ACCEPTANCE LETTER

Contract Number: EPW 2025-05
Financial Project ID:
Page Two

It is also understood that if we fail to submit all required forms and closeout documents required for final payment within Thirty (30) days after the offer of final payment by the Town, the final payment including any retainage will be delayed.

We recognize that our execution of the letter in no way affects our responsibility to comply with the requirements of the Contract Documents in terms of any final work, maintenance period or warranty periods.

Sincerely,

Signature

Title

Date

Page 271 of 596

**SUBCONTRACTOR'S, MATERIALMEN
AND LABORER'S
FINAL WAIVER OF LIEN**

STATE OF FLORIDA
COUNTY OF PALM BEACH
CONTRACT NO. EPW 2025-05

WHEREAS, the undersigned, _____, has been heretofore employed by _____ to furnish certain services, materials and/or labor to the Town of Jupiter on property located at:

NOW, THEREFORE, the undersigned, for a good and valuable consideration of _____ dollars, the receipt of which is hereby acknowledged, hereby and now waives unto the TOWN OF JUPITER any and all lien, right of lien or claim of whatsoever kind or character on the above described real estate, on account of any and all labor or material, or both, furnished for or incorporated into said real estate by the undersigned; and further certifies that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

The undersigned herein does hereby represent that he has authority to execute this Final Release of Lien.

Signed, sealed and delivered this _____ day of _____, 20____.
(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____, 20____
(Notary Seal)

(Notary Public)

My Commission Expires: _____

Project Description: Provide initial exotic removal and management of acquired Town-owned Open Space properties to stabilize and restore the natural resources. The goal is to clear exotics, plant native vegetation (when appropriate) so properties function ecologically and install fencing and signage. Eight open space properties are currently managed and maintained with functioning natural areas: Jones Creek Hammock, Georgian Park, Cinquez Park, Jones Creek Preserve, Sims Creek Preserve, Washington Street Preserve, Todd Street Preserve & Jones Creek Headwaters. The latest acquisition of the Town is the 8-acre property at 500 North Delaware along Jones Creek. After stabilization, subsequent CIP projects are developed for site planning and construction of public access features.

The open space program contributes to "Uniquely Jupiter, small town feel" and "Greenways".

The systematic removal and restoration of exotic vegetation is necessary to ensure that existing native habitats remain & are restored to maintain the Town's natural resources. Planning & design for public access improvements to these areas is the next critical piece of the Open Space Program.



The Open Space fund and Tree Fund will be used for ecological improvements such as exotic removal and appropriate restoration of native plant communities. Subsequent annual maintenance and management comes from the General Fund and is programmed in the Planning and Zoning operating budget.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Jupiter Open Space Program						Project No.	R0801
Strategic Priority :	Jupiter as a Unique Livable Community							
Department :	Planning & Zoning							
	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Project Budget :								
Land acquisition	\$ 17,512,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,512,499
Planning / Design	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Engineering	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Platting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exotic removal	\$ 358,100	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 433,100
Fencing/signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grubbing/Cleanup	\$ 69,500	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,500
Restoration	\$ 187,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,000
Total Budget	\$ 18,177,099	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,327,099
Funding Sources :								
General revenues	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Impact fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FWC Grant*	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Escrow Envir.(220811)	\$ 152,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152,500
Escrow Trees(220816)	\$ 119,500	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 129,500
Open Space Fund	\$ 17,805,099	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,855,099
Total Revenues	\$ 18,177,099	\$ 50,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 18,237,099
Operating :								
Personnel								\$ -
Operating/Maint.	\$ 55,250	\$ 65,650	\$ 65,650	\$ 65,650	\$ 65,650	\$ 65,650	\$ 65,650	\$ 449,150
Capital								\$ -
Other								\$ -
Total Operating	\$ 55,250	\$ 65,650	\$ 65,650	\$ 65,650	\$ 65,650	\$ 65,650	\$ 65,650	\$ 449,150

PREVIOUS YEARS FINANCIAL ACTIVITY

	Prior to FY 2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Amount Budgeted	\$ 18,127,099	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 18,177,099
Amount Expended	\$ 17,774,400	\$ -	\$ -	\$ -	\$ -	\$ 7,350	\$ 17,781,750
							Balance \$ 395,349

31090019-561002
31032572-563000 R0801



TOWN OF JUPITER ITB BID TABULATION

CALL TO ORDER: 2:36 PM
 BID Title: 500 N. Delaware Ave phase 2 & 3
 BID #: EPW 2025-10 Exotic

OPENING DATE AND TIME: 3/11/25 2:30
 LOCATION: Community Room
 IN ATTENDANCE: Ashley Reeves
Karen Tamayo Joe Chaison
Max Murray

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>	<u>Alternative</u>	<u>BID BOND</u>
Treecycle Land Clearing	\$ <u>72,600⁰⁰</u>		
Sherlock Tree	\$ <u>245,500⁰⁰</u>		
MOD Construction	\$ <u>22,935⁰⁰</u>		
Environmental Quality	\$ <u>209,600⁰⁰</u>		
DLR Mobile Repair	\$ <u>123,638⁰⁰</u>		

Apparent low bidder: MOD Construction

Bid Closing time: 2:35 PM 3/11/25

**REQUEST FOR QUOTE
500 N DELAWARE PHASE II AND III EXOTIC REMOVAL
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: EPW 2025-10**

SUBMITTED ON: March 11, 2025
(Date)

BIDDERS NAME: Sean Casey

1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.
2. The Bidder further declares that the Bidder has examined the site or location, of the Work and is fully informed as to all conditions pertaining to the location of the Work; that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Quotes, Instructions to Bidders, Bid Form, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, Technical Specifications, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract within **Ninety (90) calendar days** from the date established by the Town in the "Notice to Proceed with Contract Work."
4. If the Contractor fails to complete the Work within the time fixed by the Contract, or any extension thereof granted, the Contractor shall be liable to the Town, not as a penalty but as liquidated damages, the sum of **One Hundred and Ten Dollars and No Cents (\$100.00)** for each calendar day that the Work remains incomplete after the Contract completion date or any extension thereof, plus any monies paid by the Town to any other person or entity to preserve or complete the Work. The liquidated damages and other costs shall be deducted from monies due to be paid the Contractor by the Town, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor and the CONTRACTOR'S Surety shall be liable for the amount due.

Item	Description	Unit	Quantity	Unit price	Total Price
001	Indemnification Indemnification, payment for this bid item will be made at the Contract Lump Sum Price of \$100.00 as part of the first invoice in the first pay request. This indemnification shall remain in force during the entire contract period and any subsequent extensions.	LS	1	Lump Sum	\$ 100.00
	Unit Price Written in words: One Hundred Dollars and No Cents				
02	Exotic Removal	LS	1		\$72,500.00
	Unit Price Written in words: Seventy two thousand five hundred				
1000-1	Contingency Contingency work determined in accordance with the Contract and as directed by the Engineer.	LS	1	\$1,000.00	\$1,000.00
	Unit Price Written in words: One Thousand Dollars and No Cents				
GRAND TOTAL PRICE FOR CONTRACT				\$ 73,600.00	
WRITTEN TOTAL PRICE: Seventy two thousand six hundred					

5. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work including the required bonds (each bond equal to one hundred percent (100%) of the total Contract Bid), the insurance, indemnification, the, Instructions to Bidders, General Conditions, Supplemental Conditions, Technical Specifications, and Plans.
6. ~~Attached to this Bid Form is a cashiers check or approved Bid Bond for the sum of Dollars (\$) as required by the Instructions to Bidders.~~
7. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
8. ~~The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract and the Bonds within fifteen (15) days after receipt of the Contract, then the Bid Bond or securities accompanying the Bid, shall be paid to the Town of Jupiter, otherwise, the Bid Bond or Bid security shall be returned to the Bidder.~~

9. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.
10. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Plans and Specifications. Payment will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All work and materials not specified under "Item Description" in the Bid shall be considered incidental to the Contract.
11. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
12. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

NAME:	<u>Tedd Kenny</u>
ADDRESS	<u>154 Temple Dr, Loxahatchee, 33470</u>
FEID OR SOCIAL SECURITY NUMBER	<u>06-1756629</u>
LICENSE NUMBER	<u>CM 10001</u>
STATE OR COUNTY:	<u>Florida</u>
LICENSE TYPE:	<u>Aquatic Pest Control, Right-Of-Way Pest Control, Natural Areas Weed Management</u> (Attach a copy of License)
LICENSE LIMITATIONS, IF ANY:	<u>N/A</u> (Attach a separate sheet of limitations, if necessary)
LICENSEE SIGNATURE:	<u><i>Tedd A. Kenny</i></u>
BIDDER'S NAME:	<u>Sean Casey</u>
BIDDER'S SIGNATURE:	<u></u>
BIDDER'S ADDRESS:	<u>5019 80th Terr S, Lake Worth, FL, 33467</u>
BIDDER'S PHONE NUMBER:	<u>561-966-6095</u>

BIDDER'S FAX NUMBER:

561-966-8671

BIDDER'S EMAIL:

scasey@treecycleinc.com

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. 1, dated February 19, 2025

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

If an **INDIVIDUAL** is a Bidder,
sign on this line. If doing business as
another entity.

(Signature)

(Address)

If a **PARTNERSHIP** is a Bidder, fill in name of Partnership, followed by the signature of the partner signing.

(Signature)

Business address of Partnership
(Names and addresses of all partners.
Attach separate sheet if necessary.

(Address)

(Name of Partnership)

(Business Address of Partnership)

If a **CORPORATION** is Bidder, fill in the name of the Corporation, followed by the signature of the President or Vice President.

Treecycle Land Clearing Inc.

(Name of Corporation)



(President)

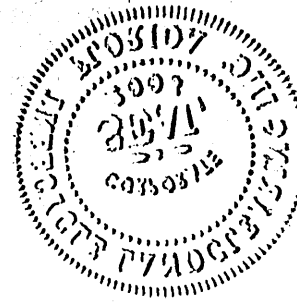
5019 80th Terr S, Lake Worth, FL

(Address)

If a Bidder is a **CORPORATION** , affix
Corporate Seal.

(Corporate Seal)





BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 19 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER: Treecycle Land Clearing, Inc.


(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: President

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Sean Casey

ADDRESS: 5019 80th Terr S, Lake Worth, FL

PHONE NO: (561) 966-6095

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:
06-1756629

**SWORN STATEMENT UNDER 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Contract No. EPW 2025-10 for Exotic Removal.
2. This sworn statement is submitted by Treecycle Land Clearing Inc.

(Name of entity submitting sworn statement)

 Whose business address is 5019 80th Terr S, Lake Worth, FL
 (if applicable) its Federal Employer Identification Number (FEID) is 06-1756629
 (if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement _____ (SSAN))
3. My name is Sean Casey and my relationship
 (Please print name of individual signing this form)
 to the entity named above is President.
4. 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 with the United States, including, but not limited to, any bid 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.
5. 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, non-jury trial, or entry of plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 6.1. A predecessor or successor of a person convicted of a public entity crime; or
 - 6.2. An 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 in 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 Florida during the preceding 36 months shall be considered an affiliate.
7. 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 bids or applies to bid 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 management of an entity.

IMPORTANT: THE CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 X Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

[Signature]
(Signature)

3/10/2025
(Date)

Sworn to and subscribed before me this 10 Day of March 20 25

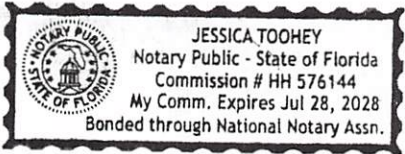
Personally known _____

Produced identification _____

Notary Public, State of Florida

My commission expires July 28 2028

[Signature]
(Signature and printed typed or stamped commissioned name of notary)



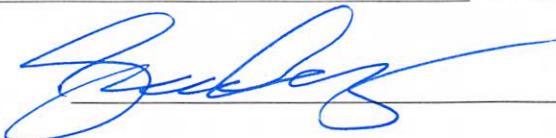
**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT**

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: Treecycle Land Clearing Inc.
 Address: 5019 80th Terr
 City: Lake Worth State: Florida Zip: 33467

Signature:  Date: 3/10/25

NON-CERTIFICATION:

Contractor Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

E-Verify Registration and Use.

A. 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://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes .

(iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

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

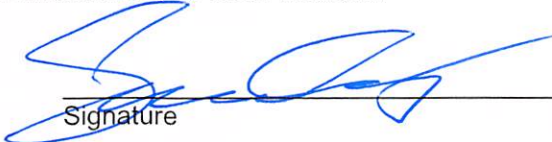
D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any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

CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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



 Signature
 Sean Casey/President

 Print Name/Title
 3/10/25

 Date

STATE OF FLORIDA

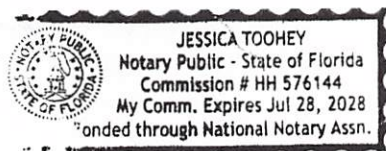
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 3/10/25 (date) by Sean Casey, President (name of officer or agent, title of officer or agent) of Treecycle Land Clearing (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Seal



 Notary Public



SUBCONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Signature

Print Name/Title

Date

STATE OF FLORIDA
COUNTY OF _____

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

Notary Seal

Notary Public

ENTITIES OF FOREIGN COUNTRIES OF CONCERN

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

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

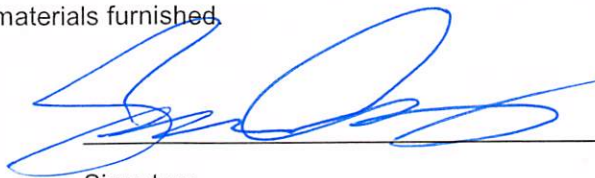
The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

SCRUTINIZED COMPANIES LIST

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

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

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



Signature

Sean Casey/President

Print Name/Title

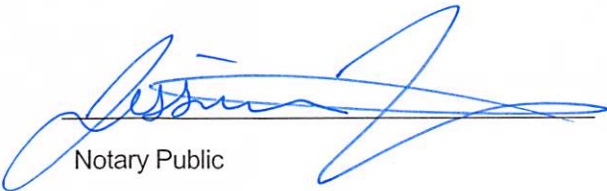
3/10/25

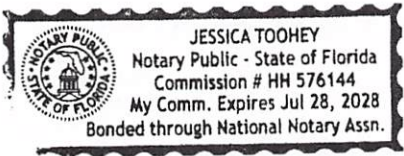
Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 3/10/25 (date) by Sean Casey, President (name of officer or agent, title of officer or agent) of Treecycle Land Clearing, Inc. (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Seal


Notary Public



QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Jupiter
(Purchasing Administrator)

ADDRESS: 210 Military Trail
Jupiter, Florida 33458

CIRCLE ONE

SUBMITTED BY: Treecycle Land Clearing Inc.

Corporation
Partnership
Individual
Other

NAME: Sean Casey

ADDRESS: 5019 80th Terr S, Lake Worth, Fl

TELEPHONE NO. 561-966-6095

FAX NO. 561-966-8671

E-MAIL ADDRESS: scasey@treecycleinc.com

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 Bidder is: Treecycle Land Clearing Inc.

The address of the principal place of business is: 5019 80th Terr S, Lake Worth, Fl

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: September 17, 2005
- b. State of Incorporation: Florida
- c. President's name: Sean Casey
- d. Vice President's name: N/A
- e. Secretary's name: N/A
- f. Treasurer's name: N/A
- g. Name and address of Resident Agent:

N/A

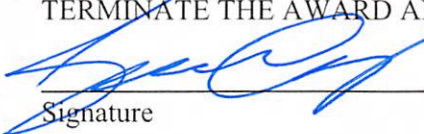
3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:
- _____
- _____
- _____
- c. State whether general or limited partnership: _____
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- _____
- _____
- _____
5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
- 20
- a. Under what other former names has your organization operated?
- N/A
- _____
- _____
- _____
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
- Tax ID 60287, Pesticide Applicator CM10001 Aquatic Pest Control, Right-Of-Way Pest Control, Natural Areas Weed Management
8. Have you personally inspected the site of the proposed work?
- (Y) X (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
- (Y) X (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
- (Y) _____ (N) X
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
- No

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No

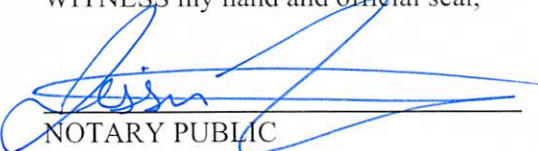
THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

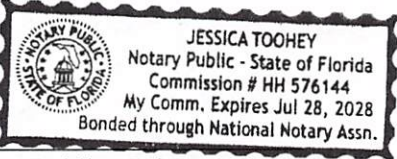

Signature

State of FL
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of March, 2025 By Sean Casey of Treecycle Land Clearing, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,


NOTARY PUBLIC

Jessica Toohey 

(Name of Notary Public: Print, Stamp, or type as Commissioned)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract. BIDDER (COMPANY NAME): Treecycle Land Clearing Inc.

ADDRESS: 5019 80th Terr S

TELEPHONE NO: () 561-966-6095

CONTACT PERSON: Sean Casey

TITLE: President

NUMBER OF YEARS IN BUSINESS: 20

ADDRESS OF NEAREST FACILITY: 5019 80th Terr S, Lake Worth FL

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: Lake Worth Drainage District

ADDRESS: 13081 S Military Trail, Delray Beach, FL

TELEPHONE NO: (561) 819-5567

CONTACT PERSON: Megan Hoffman

TITLE: Vegetation Management Section Leader

DATE PRODUCTS SOLD: 8-31-24

2. COMPANY NAME: BG Group

ADDRESS: 751 Park Of Commerce Dr, Suite 138, Boca Raton, FL

TELEPHONE NO: (561) 715-0530

CONTACT PERSON: Ivy Fradin

TITLE: _____

DATE PRODUCTS SOLD: 10-9-24

3. COMPANY NAME: Coral Creek HOA

ADDRESS: 5078 NW 57th Way, Coral Springs, FL

TELEPHONE NO: (754) 264-6267

CONTACT PERSON: Gary Rito

TITLE: President /Licensed Real Estate Broker

DATE PRODUCTS SOLD: 5-26-24

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM AND
SUBMIT WITH BID**

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, You must check below the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

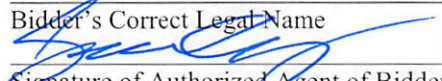
1. A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
2. The following activities, among others, do not constitute transacting business within the meaning of subsection 1:
 - ☐ a. Maintaining, defending, or settling any proceeding.
 - ☐ b. Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ☐ c. Maintaining bank accounts.
 - ☐ d. Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ☐ e. Selling through independent contractors.
 - ☐ f. Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ☐ g. Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ☐ h. Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ☐ i. Transacting business in interstate commerce.
 - ☐ j. Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ☐ k. Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ☐ l. Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ☐ m. Owning, without more, real or personal property.
3. The list of activities in subsection (2) is not exhaustive.
4. This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
- (II) ☐ Sole Proprietorship or Self Employees

Note: This sheet MUST be enclosed with your bid if you claim an exemption or have checked (I) or (II) above. If you do not check (I) or (II) above, your firm will be considered a corporation and subject to all requirements listed herein. Treecycle Land Clearing Inc.

Bidder's Correct Legal Name _____


Signature of Authorized Agent of Bidder



CERTIFICATE OF LIABILITY INSURANCE

Attachment 4 - Treecycle Land Clearing, Inc. Bid Proposal

DATE (MM/DD/YYYY)

1/23/2025

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 Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 E-MAIL ADDRESS: certs@bgsagency.com FAX (A/C, No): 954-941-2006
INSURED Treecycle Land Clearing, Inc 5019 80th Terrace, S Lake Worth FL 33467	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Bridgefield Casualty Ins. Co. INSURER C: Westchester Surplus Lines Insurance Co. INSURER D: Starr Indemnity and Liability Company INSURER E: Monroe Guaranty Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1245239378**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
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ DED: \$5,000 PD GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GL10007983203	9/18/2024	9/18/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA10007983102	9/18/2024	9/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB10007983302	9/18/2024	9/18/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	019656030	9/18/2024	9/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	☐ Pollution Liability			G70919941005	2/2/2023	2/2/2025	Limit: \$1M/\$2M -Ded\$5K
D	☐ Leased/Rented Equip			ITN100065409524	9/18/2024	9/18/2025	Limit: \$500,000-Ded\$5,000

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured Ongoing and Completed Operations, Primary & Non-Contributory, when required by written contract, per form CGL084(0221); Waiver of Subrogation and Per Project Aggregate Limit, when required by written contract, per form CGL088(0221).

Automobile Liability: Additional Insured and Waiver of Subrogation, when required by written contract per CAU058(1022). Primary and Noncontributory applies per form CAU 082 (0115) as required by written contract.

Workers Compensation: Waiver of Subrogation, when required by written contract, per form WC000313(0484).

Excess Liability follows form to the General Liability, Automobile Liability and Employers Liability (Workers Compensation).

Pollution Liability:

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

****PROOF OF INSURANCE ONLY****
IF ORIGINAL IS NEEDED,
PLEASE CONTACT INSURED/CLIENT
...

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

AUTHORIZED REPRESENTATIVE

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LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED Treecycle Land Clearing, Inc 5019 80th Terrace, S Lake Worth FL 33467	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Includes Transportation Pollution Liability \$1,000,000 Each Occurrence, per ENV3146 0114*
 Additional Insured-Ongoing Operations, per ENV-3250 1218*
 Additional Insured Completed Operations, per ENV-3251 1218*
 Primary & Non-Contributory per ENV-3253 1218*

*any person or organization that is an owner of real property or personal property on which you are performing operations or a contractor on whose behalf you are performing operations, only at the specific written contact request of such person or organization, per forms as listed above.

Waiver of Subrogation as required by written contract, per ENV3143 0305.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

PROOF OF INSURANCE ONLY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section **A. Coverage** is amended by the addition of the following:

- d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1)** Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2)** Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - (3)** Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f.** Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.
- g.** Any “employee” of yours using:
 - (1)** a covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by an “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household
- h.** Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.

B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown
- b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.** but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. Deductible is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils;
 will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
 - a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
 - b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

- A.** The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

- B.** Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C.** The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D.** Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own;
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

Policy Number
GL100079832-03

SCHEDULE OF FORMS AND ENDORSEMENTS

Monroe Guaranty Insurance Company

Named Insured TREECYCLE LAND CLEARING INC

Effective Date: 09-18-24
 12:01 A.M., Standard Time

Agent Name BATEMAN GORDON & SANDS INC

Agent No. 00372-001

COMMON POLICY FORMS AND ENDORSEMENTS

CO-DEC	10-13	COMMON POLICY DECLARATIONS
FORM-SCHED	01-97	SCHEDULE OF FORMS AND ENDORSEMENTS
LOC-SCHED	01-97	SCHEDULE OF LOCATIONS
TAX-FORM	01-97	SCHEDULE OF TAXES, SURCHARGES OR FEES
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 008	01-15	TOTAL LEAD EXCLUSION ENDORSEMENT
IL 009	01-15	TOTAL ASBESTOS EXCLUSION ENDORSEMENT
IL 011	12-06	EARLIER NOTICE OF CANCEL PROVIDED BY US
IL 013	01-15	TWO OR MORE COV FRMS OR POL ISSUED BY US
IL 065	06-16	NOTICE OF TERRORISM INSURANCE COVERAGE
IL 067	01-20	ADDITIONAL INSUREDS - MISCELLANEOUS
IL 072	03-20	STUCCO EXCLUSION
IL 076	01-20	PARTICIPATION ENDORSEMENT

GENERAL LIABILITY FORMS AND ENDORSEMENTS

GL-DEC	12-01	COMM GENERAL LIABILITY COVERAGE SUPP DEC
1-UNGL-9578-MU-04	02-22	FIRST CHOICE CYBER SUITE SUPP DEC
GL-SCHED	01-97	COMM GENERAL LIABILITY COVERAGE SCHEDULE
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
CG 02 20	03-24	FL CHANGES - CANCELLATION & NONRENEWAL
CG 03 00	01-96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 00	07-98	EXCL-ALL HAZ IN CONNECTION W/DESIG PREM
CG 21 06	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT
CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION
CG 21 46	07-98	ABUSE OR MOLESTATION EXCLUSION
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49	09-99	TOTAL POLLUTION EXCL ENDT
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 86	12-04	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CGL 072	02-21	TOTAL EXCL WRAP-UP INSURANCE PROGRAM
CGL 084	02-21	ADDL INSD-ONGOING OPER/PRODCOMP OPER
CGL 088	02-21	FIRST CHOICE CONTRACTORS LIAB ENDT
CGL 191	02-22	First Choice Cyber Suite Coverage
CGL 195	02-22	FL Changes (Cyber)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Blanket Waiver of Subrogation Applies

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

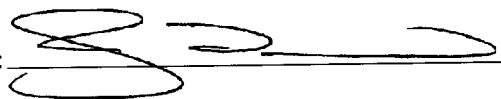
Date Prepared: July 9, 2024

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: September 18, 2024

Policy Number: 196-56030

Countersigned by:



Insured: Treecycle Land Clearing, Inc.

WC 00 03 13 (Ed. 4-84)

CITY OF WEST PALM BEACH

DEPARTMENT OF DEVELOPMENT SERVICES



WEST PALM BEACH

Development Services

Attached is your 2024-2025 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. **THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).**

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



WEST PALM BEACH

Development Services

CITY OF WEST PALM BEACH**2024 to 2025 BUSINESS RECEIPT****NOT TRANSFERABLE**CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000030497
TREECYCLE LAND CLEARING INC
8180 96TH CT S

REGISTRATION
EXCAVATING

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
60287	239999	REGISTRATION CONSTRUCTION RELATED BUS.	69.46
TOTAL ➡			69.46

**THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED**

** PAID

69.46 ** BAL ** 0.00

**EXPIRES
SEPTEMBER 30,
2025**

CITY OF WEST PALM BEACH
BUSINESS TAX DEPT.
P.O. BOX 3147
WEST PALM BEACH, FL. 33402

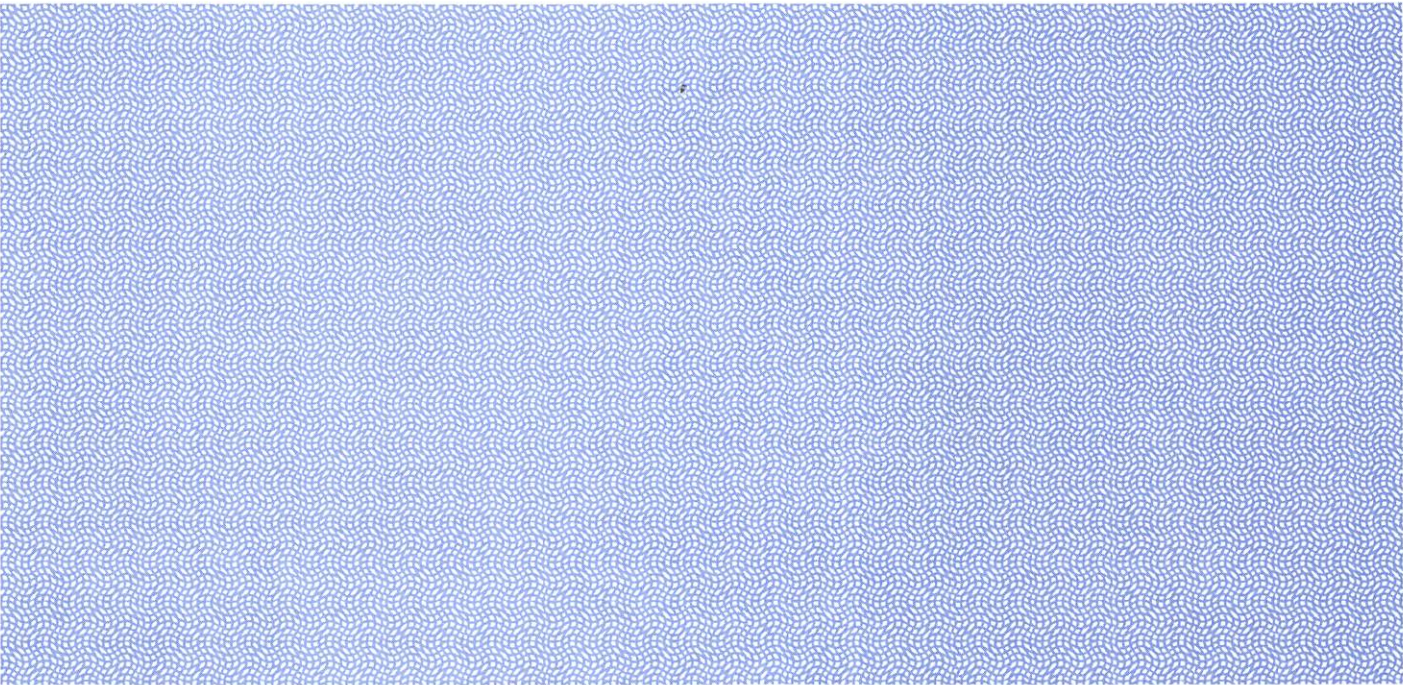
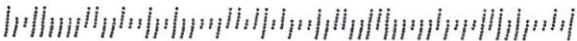
IMPORTANT! 2024 to 2025 BUSINESS RECEIPT ENCLOSED



US POSTAGE PAID PITNEY BOWES
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TREECYCLE LAND CLEARING INC
5019 80TH TER S
LAKE WORTH
FL
33467

3346785551 R003



Company ID Number:

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Treecycle Land Clearing Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number:

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number:

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number:

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number:

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number:

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number:

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number:

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number:

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number:

Approved by:

Employer Treecycle Land Clearing Inc.	
Name (Please Type or Print) Sean Casey	Title President
Signature	Date February 18, 2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Treecycle Land Clearing Inc.
Company Facility Address	5019 80th Terr. S. Lake Worth, FL, 33467
Company Alternate Address	N/A
County or Parish	Palm Beach
Employer Identification Number	061756629
North American Industry Classification Systems Code	N/A
Parent Company	N/A
Number of Employees	20-99
Number of Sites Verified for	

Company ID Number:

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number: 357743

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Company ID Number: 357743

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name	City, State
KENNY, TEDD ALLYN	LOXAHATCHEE, FL

License No.	License Status	License Type:
CM10001	Normal	Commercial RUP Applicator License

License Categories
Aquatic Pest Control, Right-Of-Way Pest Control, Natural Areas Weed Management

Original Issue Date	Last Issue Date	Expiration Date
9/24/1996	11/15/2024	10/31/2028

Company Name

Agent Count: 0

TOWN OF JUPITER
Proposed Fire Non-Ad Valorem Assessment Study and Associated Fees



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Authorizing a Piggyback Contract from the City of Deerfield Beach with Accenture for the Proposed Fire Non-Ad Valorem Assessment Study and Associated Fees.

EXECUTIVE SUMMARY

Town staff is requesting Town Council's authorization to engage in consulting services through a piggyback contract from the City of Deerfield Beach for the studies to develop and implement a proposed non-ad valorem assessment rate for the funding of fire services, fire plan review fees, fire inspection fees and EMS transport fees for the Jupiter Fire Rescue Department which begins service on October 1, 2026.

The consultant will provide a proposed implementation schedule for each of the deliverables to assure compliance with state statute.

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

ANALYSIS

Should the Council approve the proposal and adopt a piggyback contract from the City of Deerfield Beach with Anser Advisory Consulting, LLC formerly known as Government Services Group, Inc., the consultant will conduct the studies, develop a proposed rate ordinance and conduct required public hearings. The proposed contract is in accordance with the Town's Purchasing Policy, and was originally adopted in September 2020 and has been renewed for the first of three, three year terms. In addition to Anser Advisory Consultant, the piggyback contract employs Nabors, Giblin and Nickerson, P.A. as a sub-contractor to provide necessary legal tasks to implement the proposed assessment.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Safety

ATTACHMENTS

1. Jupiter Fire Assessment Proposal
2. Deerfield Beach Resolution and Awarded Contract
3. Deerfield Beach Contract Renewal 1st of 3 FULLY EXECUTED

FUNDING SOURCE

Approved in Budget \$91,800

Sources: JFRD Professional
Service:
04534022-531000

Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Reynolds at
scottr@jupiter.fl.us or 561-741-5134.

March 24, 2025

Via Email

Scott Reynolds, Finance Director
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Re: Town of Jupiter – Fire Services Assessment Program Proposal

Dear Mr. Reynolds,

This correspondence is written to present scopes of services for Accenture Infrastructure and Capital Projects, LLC, formerly known as Anser Advisory Consulting, LLC (Accenture) and Nabors, Giblin & Nickerson, P.A. (NG&N) to provide professional services and specialized assistance to the Town of Jupiter ("Town") and its staff with the development of a non-ad valorem funding alternative for the Town's fire rescue services through the development of a special assessment program.

The objective of this project is to develop a fire special assessment program based on public policy established by the Town within the constraints of readily available data and legal precedent. To fulfill this objective, we will provide the following:

1. Specialized services that assist the Town in developing a legally defensible method of apportioning the assessments;
2. An Assessment Report which includes the assessment cost calculations and the description of the apportionment methodology;
3. Billing algorithms necessary to calculate the fire services assessments pursuant to the proposed methodology; and
4. The final fire assessment rates.

The proposed scope of services and fees contemplates a phased approach to the assessment program. Phase One of this proposal includes those tasks associated with the development of preliminary proforma assessment rates. An Assessment Report will be prepared and presented at the end of Phase One. It is at the end of Phase One that the Town will be able to make an informed decision regarding whether to proceed with implementing the assessment program.

Phase Two includes the specific work effort required for the implementation of the program based on the Town's policy direction as determined from the findings provided in Phase One. Phase Two is comprised of those steps necessary should the Town decide to move forward with implementation of any recommended assessment program.

Accordingly, attached as Appendices A and B are Accenture and NG&N's proposed scopes of services, fees, project deliverables and payment schedules to assist the Town with development and implementation of a fire assessment program that will be collected on the November 2026 tax bill.

Upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the scope of services and to serve as proper Notice to Proceed. Upon execution, please provide us with a signed copy for our files.

We look forward to working with the Town of Jupiter on this very important project. If you have any questions or need additional information, please feel free to contact me at Sandra.Neubarth@accenture.com or (850) 681-3717.

Sincerely,
Accenture Infrastructure and Capital Projects, LLC



Sandi Neubarth
Director
(850) 681-3717
Sandra.Neubarth@accenture.com

Appendix A

Accenture's Scope of Services Fire Rescue Service Assessment Program Development and Implementation Fiscal Year 2026-27

Accenture

Fire Rescue Services Assessment Program

SCOPE OF SERVICES

PHASE 1 – PROGRAM DEVELOPMENT

- Task 1: Project Initiation** Accenture will conduct a kick-off meeting with City staff to discuss the proposed assessment program, obtain data and information and explain the preliminary approach to the fire services assessment program and a general method for identifying and apportioning the City's fire services costs. Evaluate existing fire budget, reports, contracts for service and other data relating to the provision and proposed provision of fire services in the City.
- Task 2: Evaluate Reports and Research Issues** Evaluate the City's ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire protection services.
- Task 3: Identify Full Costs of Service** Identify the full cost of the fire protection service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology. Identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.
- Task 4: Determine Preliminary Revenue Requirements** Determine the total fire protection assessment revenue requirements to ensure the City recovers the costs of: (a) net fire protection service delivery revenue requirements, (b) implementing the program and (c) collecting the assessments.
- Task 5: Create the Preliminary Assessment Database** Accenture will import updated Property Appraiser data to construct the preliminary assessment database for the assessment program. Corrections from the City will be applied to the updated data to determine the billing units for rate calculation purposes.
- Task 6: Apportionment Methodology** Using the ad valorem roll and assessment database, fire rescue incident data and revenue requirements, Accenture will develop the apportionment methodology and apply to the assessment database to test the data validity and legal sufficiency. We will revise the apportionment methodology, as necessary.
- Task 7: Calculate Proforma Schedule of Rates** Calculate proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2025-26 assessment program.
- Task 8: Prepare and Present Assessment Report** Accenture will prepare and present an Assessment Report that documents the work effort to date and includes the description of the apportionment methodology, the assessment cost calculations, and proforma assessment rates.

PHASE 2 – IMPLEMENTATION

- Task 9: Ordinance** Advise and assist the City’s legal counsel in drafting a fire services assessment ordinance to establish the procedures for implementation of a fire services assessment program.
- Task 10: Initial Assessment Resolution** Advise and assist the City’s legal counsel in drafting the initial assessment resolution that conforms to the assessment ordinance and that implements the City’s policy decisions and proposed methodology.
- Task 11: Final Assessment Resolution** Advise and assist the City’s legal counsel in drafting the final assessment resolution that conforms to the assessment ordinance and adopts final assessment rates.
- Task 12: Assist with Rate Adoption Process** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll and Data Exports** After verification of final rates for the assessment program, Accenture will create the notice roll by applying the rates to the assessment roll. Accenture will then produce the data exports needed for the production of TRIM notices. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser’s office, per their specifications.
 - (b) Development and Distribution of First Class Notice** Develop the first class notice and its distribution to any affected property owners.
 - (c) Attendance at Public Hearing** Attend statutorily required public hearing and provide assistance as needed. This includes being available to address issues that are raised by property owners and/or Council during the public hearing.
- Task 13: Assist with Public Education Efforts** Accenture will develop public education materials and informational brochure documents. Accenture will also be available to provide training to the customer service representatives and support to the customer service representatives in addressing property owner’s inquiries.
- Task 14: Create Final Assessment Roll** Accenture will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 15: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, we will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and transmit the file to the Tax Collector in the prescribed format.

COMPETITIVE BID STATEMENT

City of Deerfield Beach, Florida

Accenture, formerly known as Anser Advisory Consulting, LLC and NG&N were hired through a competitive bid process by the City of Deerfield Beach for fire assessment fee consulting and legal services, RFP #20-36-IG.

The contract was for an initial three-year period in which Accenture and NG&N received notice to proceed September 14, 2020, with three additional 3-year renewal options. In November 2023, the contract was renewed for the first 3-year renewal period through November 30, 2026.

FEES AND COSTS

For the professional services and specialized assistance described in this Scope of Services, Accenture will work under a lump sum fee arrangement of \$49,500 for Phase 1 and \$15,00 for Phase 2.

The fee for professional services includes one (1) on-site visit by Accenture staff to the Town in Phase 1 and two (2) on-site visits by Accenture staff in Phase 2.

Any additional on-site meetings may be arranged at our standard hourly rates provided below. All expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Teams meetings may be scheduled to discuss project status.

The standard hourly rates for Accenture are as follows:

Accenture

Vice President.....	\$285
Director/Senior Program Manager	\$235
Project Manager/Project Coordinator	\$185
Senior Data Analyst	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst.....	\$ 90
Administrative Support	\$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.63 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Town is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Town is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Town is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Accenture works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Accenture would be available, on an hourly basis, to assist the Town in its defense.

PRELIMINARY SCHEDULE

Event	Schedule
Notice to Proceed	June 2025
Kick-off Meeting/Data Collection	July – August 2025
Data Analysis	August – October 2025
Proforma Budget Development	October – December 2025

Proforma Assessment Rates	January – February 2026
Prepare and Present Assessment Report	March – April 2026
Public Education Efforts	April – July 2026
Adopt Ordinance	April – May 2026
Adopt Initial Assessment Resolution	May – June 2026
Publish Notice of Public Hearing	May – June 2026
Mail First Class Notices	May - June 2026
TRIM Notices	August 2026
Adopt Final Assessment Resolution	June – August 2026
Certify Assessment Roll to Tax Collector	by September 15, 2026

PAYMENT SCHEDULE

The fee for professional services will be due and payable, based on the following schedule and assuming that notice to proceed is received in June 2025. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Payment Due	Percent of Total	Amount Due
Phase 1		
September 2025	1/3 of professional services fee	\$16,500
December 2025	1/3 of professional services fee	\$16,500
April 2026	1/3 of professional services fee	\$16,500
Total Phase 1		\$49,500
Phase 2		
June 2026	1/2 of professional services fee	\$7,500
August 2026	1/2 of professional services fee	\$7,500
Total Phase 2		\$15,000

Appendix A - Fire Rescue Services Assessment Program for Fiscal Year 2026-27: ACCEPTED AND AGREED TO:

BY: _____
Town of Jupiter **Date**

Appendix B

NG&N's Scope of Services Fire Rescue Service Assessment Program Fiscal Year 2026-27

Nabors, Giblin & Nickerson, P.A. (NG&N)

Fire Rescue Services Assessment Program

SCOPE OF SERVICES

PHASE 1 – PROGRAM DEVELOPMENT

Task 1: Assist Accenture and City staff in evaluating ad valorem tax roll information, fire incident data, agreements, reports and other data pertaining to the provision of fire rescue services.

Task 2: Assist Accenture and City staff in evaluating the full cost of the fire rescue service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology, and determine the net service delivery revenue requirements.

Task 3: Assist Accenture and City staff in determining the total fire rescue assessment revenue requirements to ensure the City recovers the costs of: (a) net fire rescue service delivery revenue requirements; (b) implementing the program; and (c) collecting the assessments.

Task 4: Assist Accenture and City staff in using the current ad valorem tax roll and assessment roll, fire incident data, and service delivery revenue requirements, update and develop a revised method of apportionment. Review the updated assessment apportionment methodology for legal sufficiency.

Task 5: Assist Accenture and City staff in calculating a proforma schedule of rates based on the updated apportionment methodology and revenue requirements for Fiscal Year 2025-26 assessment program.

Task 6: Assist Accenture and City staff in preparation and presentation of an Assessment Memorandum which documents proposed modifications to apportionment methodology and proforma assessment rates.

Task 7: Advise the City on any judicial decisions or legislative actions that may affect or require modifications to the City's fire services assessment program.

PHASE 2 – IMPLEMENTATION

Task 8: Draft all legal documents, including a master assessment procedural ordinance, an initial assessment resolution, and a final assessment resolution that impose the fire rescue assessment program, and implements the City's policy decisions and proposed methodology.

Task 9: Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

COMPETITIVE BID STATEMENT

City of Deerfield Beach, Florida

Accenture, formerly known as Anser Advisory Consulting, LLC and NG&N were hired through a competitive bid process by the City of Deerfield Beach for fire assessment fee consulting and legal services, RFP #20-36-IG.

The contract was for an initial three-year period in which Accenture and NG&N received notice to proceed September 14, 2020, with three additional 3-year renewal options. In November 2023, the contract was renewed for the first 3-year renewal period through November 30, 2026.

FEES AND COSTS

For the professional services and specialized assistance described in this Scope of Services, NG&N will work under a lump sum fee arrangement of \$9,300 for Phase 1 and \$18,600 for Phase 2.

The fee for professional services includes one (1) on-site visit by NG&N to the Town in Phase 1 and two (2) on-site visits by NG&N in Phase 2.

Any additional on-site meetings may be arranged at our standard hourly rates provided below. All expenses related to additional on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Teams meetings may be scheduled to discuss project status.

The standard hourly rates for NG&N are as follows:

Nabors, Giblin & Nickerson, P.A.

Firm Partner/Of Counsel	\$325
Firm Associate	\$275
Paralegal/Clerk	\$ 90

Please note that NG&N works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, NG&N would be available, on an hourly basis, to assist the Town in its defense.

PAYMENT SCHEDULE

The fee for professional services will be due and payable, based on the following schedule and assuming that notice to proceed is received in June 2025. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Payment Due	Percent of Total	Amount Due
Phase 1		
September 2025	1/3 of professional services fee	\$3,100
December 2025	1/3 of professional services fee	\$3,100
April 2026	1/3 of professional services fee	\$3,100
Total Phase 1		\$9,300
Phase 2		
June 2026	1/2 of professional services fee	\$9,300
August 2026	1/2 of professional services fee	\$9,300
Total Phase 2		\$18,600

**Appendix B - Fire Rescue Services Assessment Program for Fiscal Year 2026-27:
ACCEPTED AND AGREED TO:**

BY: _____
Town of Jupiter **Date**

Appendix C

Optional Legal Services

EMS Transport, Plans Review, Inspection Fees, and Impact Fees

Nabors, Giblin & Nickerson, P.A. (NG&N)

Optional Legal Services

Nabors, Giblin & Nickerson, P.A. (NG&N) is available to provide legal assistance with preparing the legal documents that implement and imposes EMS Transport Fees, Plans Review and Inspection Fees and Impact Fees.

NG&N would provide these services on an hourly fee basis.

The standard hourly rates for NG&N are as follows:

Nabors, Giblin & Nickerson, P.A.

Firm Partner/Of Counsel	\$325
Firm Associate	\$275
Paralegal/Clerk	\$ 90

Appendix C – NG&N Legal Services – EMS Transport, Plans Review, Inspection Fees, and Impact Fees
ACCEPTED AND AGREED TO:

BY: _____
Town of Jupiter **Date**

RESOLUTION NO. 2020/122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #20-36-IG FOR FIRE ASSESSMENT FEE CONSULTING SERVICES TO GOVERNMENT SERVICES GROUP, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. FOR AN INITIAL THREE YEAR TERM IN AN ANNUAL AMOUNT NOT TO EXCEED \$23,350; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into an agreement for the provision of fire assessment fee consulting services (the “Services”); and

WHEREAS, the City issued Request for Proposals #20-36-IG for Fire Assessment Fee Consulting Services (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on August 14, 2020, and the notice was also sent to 156 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, six firms viewed the RFP documents; and

WHEREAS, on August 28, 2020 at 1:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) unsealed the sole responsive proposal that was timely received, and reviewed the proposal to ensure it met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposal from Government Services Group, Inc. (“GSG”) in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on September 4, 2020 to score the proposal based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to GSG; and

WHEREAS, staff recommends that the City Commission approve the ranking and award of the RFP to GSG, and authorize execution of an agreement with GSG for the provision of the Services in an annual amount not to exceed \$23,350 for a three year initial term, with three (3), three year renewal options (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

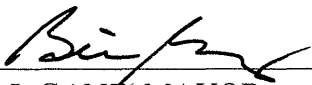
Section 2. The City Commission hereby approves the award of the RFP to GSG for the Fire Assessment Fee Consulting Services.

Section 3. The City Manager is hereby authorized to execute an Agreement with GSG, in an annual amount not to exceed \$23,350, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

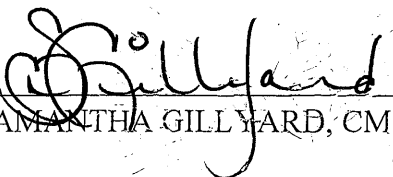
Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLIARD, CMC, CITY CLERK

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Government Services Group, Inc. (CONSULTANT), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # 20-36-IG (the RFP) the CITY accepted competitive proposals for the Fire Assessment Fee Consulting Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONSULTANT's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the evaluation committee and the City Commission of the City of Deerfield Beach, Florida, the CITY has determined that the most responsive and responsible proposal was submitted by CONSULTANT and that CONSULTANT has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONSULTANT for the Services on September 14, 2020, Resolution No 20 20 / 122;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE 1

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONSULTANT shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the scope of services is a description of CONSULTANT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions and prices as set forth in the RFP and the CONSULTANT'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

- 1.5 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be for three (3) years and shall commence on December 1, 2020 and end on November 30, 2023. The City reserves the right to extend the contract for three (3) additional three (3) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the CONSULTANT shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 If the RFP provides that the CITY shall compensate the CONSULTANT for services provided by the CONSULTANT, CITY agrees to pay CONSULTANT, in the manner specified in the RFP, the amounts set forth in CONSULTANT's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses.
- 3.2 If the RFP provides that the CONSULTANT shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 The CONSULTANT and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice

as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONSULTANT is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event the CONTRACT is terminated, the City may assign the contract to another CONSULTANT, or seek a new CONSULTANT, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONSULTANT shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing

requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due CONSULTANT under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

6.2 INSURANCE

CONSULTANT shall provide the CITY with evidence of insurability meeting the insurance requirements stated herein. CONSULTANT shall not commence the work or otherwise perform the work as required by this Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

a. General

- i. CONSULTANT shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage shall provide the basis for the termination of the Contract.
- ii. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONSULTANT shall be responsible to pay all deductible amounts, if any. CONSULTANT shall specifically name the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

- iii. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete, including all renewal terms. All policies must be endorsed to provide the CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- iv. The CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a subcontractor, CONSULTANT shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

b. Coverages

- i. CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent consultants, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) aggregate limit by disease and Five

Hundred Thousand Dollars (\$500,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

6.3 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

6.4 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

6.5 PUBLIC RECORDS

If the Florida Public Records Act is applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONSULTANT does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for city's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.6 SCRUTINIZED COMPANIES.

- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6.7 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONSULTANT or disputes between City staff and the CONSULTANT are referred to the City

Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONSULTANT and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONSULTANT to follow any such determination could be considered a material breach and subject the CONSULTANT to termination for cause. The CONSULTANT agrees that any complaints received by the City concerning misconduct on the part of the CONSULTANT, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONSULTANT agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.8 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONSULTANT:

David G. Jahosky, Managing Director
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308

6.10 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.11 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.13 VENUE AND WAIVER OF JURY TRIAL

By entering into this contract, CONSULTANT, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

6.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY's Signator and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

6.15 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.16 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.17 MULTIPLE ORIGINALS

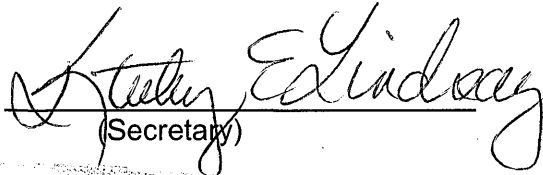
Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

CONSULTANT MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONSULTANT

ATTEST:

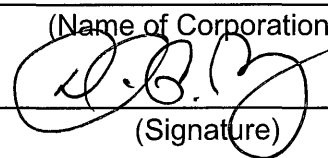

(Secretary)

(Corporate Seal
Above)

Government Services Group, Inc.

(Name of Corporation)

By


(Signature)

David G. Jahosky, Managing Director

(Type Name/Title Signed

11th day of September, 2020.

[If not incorporated sign below.]

CONSULTANT

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____, 2020.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

6.18 VERIFICATION OF EMPLOYMENT ELIGIBILITY

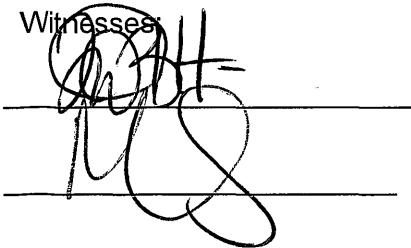
CONSULTANT acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONSULTANT to perform employment duties within Florida during the term of the Contract, and;
- b. all persons (including subcontractors) assigned by CONSULTANT to perform work pursuant to the Contract.

The CONSULTANT acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract. CONSULTANT shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the contract.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses



CITY OF DEERFIELD BEACH

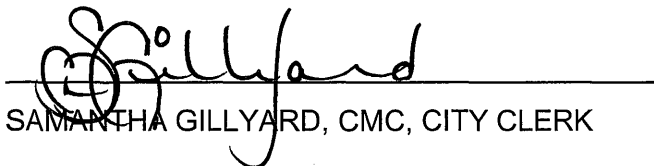
By:



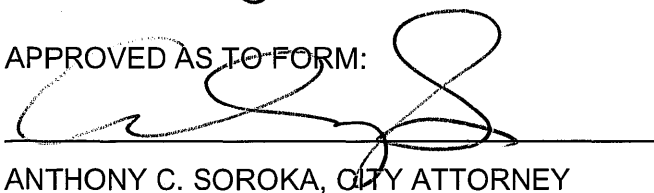
DAVID SANTUCCI, CITY MANAGER

Date: 10/1/20

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and ANSER ADVISORY (CONTRACTOR) as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Fire Assessment Fee Consulting Services (the Services) pursuant to RFP #20-36-IG and

WHEREAS, the initial CONTRACT term is for three (3) years, beginning December 1, 2020 and expiring November 30, 2023; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional three (3) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on December 1, 2023 and will expire on November 30, 2026, (There are two (2) three (3) year renewal options available) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

By: David Santucci

DAVID SANTUCCI, CITY MANAGER

Date: 11/14/2023

ATTEST:

DocuSigned by:

Heather Montemayer

5E72EBB3A1E04DD...

HEATHER MONTEMAYER, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

Anthony Soroka

5CAA0437D59A4C4...

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

na
(Witness)

na
(Corporate Seal, if applicable)

Anser Advisory Consulting, LLC
(Name of Corporation)

DocuSigned by:
Ian Alderson
By DBE81CD4393D483...
(Signature)

Ian Alderson Senior Vice President
(Type Name/Title Signed Above)

Date: 11/10/2023

TOWN OF JUPITER

Approving the purchase of a police specialty vehicle in the amount of \$178,570.



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Approving the purchase of a police specialty vehicle in the amount of \$178,570.

EXECUTIVE SUMMARY

Staff is seeking Town Council's authorization to purchase a police specialty vehicle to be utilized by the Hostage Negotiation Team (HNT) in the amount of \$178,570.00. This purchase includes a new 2025 Ford Transit Van (350HD), along with a comprehensive up-fit and custom conversion, which will meet the operational needs of a vehicle being used in this capacity. The total purchase amount includes a prepayment discount, which would result in a savings of \$3,675.00.

The team previously conducted operations out of a used ambulance (1996 Freightliner) as a crisis and hostage negotiation response vehicle. This vehicle was acquired by the Town in 2009 and was disposed of in September 2024. The purchase of this new vehicle will bring the team back to being fully operational, which is crucial to the safety of the community and officers responding to critical incidents. This specialty vehicle will not be solely used for hostage rescue operations; it will also be utilized for situations involving barricaded subjects, calls for service involving emotionally distressed individuals, and other high-risk operations which necessitate the use of the Hostage Negotiation Team.

ANALYSIS

The van and custom conversion will be purchased together under the H-GAC Cooperative Purchasing Program (Contract #FS12-23), as noted below in Attachment 1. The contractor in this Master Agreement is Emergency Vehicles, Inc. (EVI), which is a local vendor based out of Lake Park, Florida where the build will be completed. The Town's Finance Department reviewed the contract and vendor's formal proposal from EVI, which are all in accordance with the Town of Jupiter's Procurement Policy and Standard Operating Procedures.

The conversion of the van will include a large electric roof awning, two interior work stations, three HD monitors, a conference table, interior storage compartments, magnetic dry erase doors, interior/exterior scene lighting, emergency response lights and siren, inverter with electrical outlets, and more. The purchase also includes a 5-year limited electrical warranty and a 12-month conversion/up-fit warranty. This same vehicle conversion with similar build specs has been successfully completed for numerous law enforcement agencies in Florida. Attached are renderings of the fully converted van (Attachment 2). EVI has provided an approximate lead time of 10–12 months.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Emergency Vehicle Proposal
2. Emergency Vehicle Quote
3. Cooperative contract (H-GAC FS12-23) full master agreement

FUNDING SOURCE

Approved in Budget \$178,570.00

Sources: General fund -
Contingency 00190019-59001

Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Captain Joseph Counihan at 1127@jupiter.fl.us or 561-741-2593.



Emergency Vehicles, Inc.

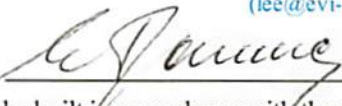
Building Custom Emergency Vehicles Since 1971!

Team Approach | Value Engineering

Proposal

To: _____
 Jupiter Police Department
 210 Military Trail
 Jupiter, Florida 33458

Date: March 11, 2025
 Quote No.: JUPITER HN-0002
 Submitted By: Lee Potter, Regional Sales Manager
 (lee@evi-fl.com)

Authorized By: 

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within the timeframe specified below.

Qty.	Description	Unit Price	Extension
1	2025 Ford Transit 350HD Van	\$ 56,673.00	\$ 56,673.00
1	EVI Hostage Negotiations Conversion	\$ 125,572.00	\$ 125,572.00
	<i>* This proposal does not include Federally-Mandated Tariff / Surcharge, which are not known at this time.</i>		
	H-GAC Contract No. FS12-23		
Sub-Total		\$ 182,245.00	\$ 182,245.00
		Taxes	.00
		TOTAL	\$ 182,245.00

F.O.B. LAKE PARK, FLORIDA

Price valid until: May 10, 2025

Terms of Payment: Van portion (\$56,673.00) payable upon receipt of van at EVI Factory. Balance at time of pick-up and/or acceptance, or no later than 15 days of completion, whichever occurs first.

Optional Discount with Prepayment

Option #	Prepay Percentage	Amount	Savings	New Cost (Excluding Taxes)
1	50%	\$ 91,123.00	\$ 1,625.00	\$ 180,620.00
2	75%	\$ 136,684.00	\$ 2,650.00	\$ 179,595.00
3	90%	\$ 164,021.00	\$ 3,265.00	\$ 178,980.00
4	100%	\$ 178,570.00	\$ 3,675.00	\$ 178,570.00

*Savings are based on receiving pre-payment with contract/purchase order
 If a performance bond is required, add \$11.00 per thousand to our proposal price*

TERMS AND CONDITIONS

- Late Payment Charges: 18% APR or maximum legal finance charge starts 30 days from date of completion.
- Certificate of Origin (if applicable) will be issued upon receipt of payment in full.

DELIVERY SCHEDULE: Your Hostage Negotiations Van shall be completed in 60 to 80 working days. Production will be scheduled upon receipt of van and/or timely receipt of approved construction drawings at the Company's factory location in Palm Beach County, Florida.

EVI PROPOSAL - PAGE 1 of 2

Rev. 12/4/23-AL

705 13th Street | Lake Park, FL 33403-2303
 Tel: 800-848-6652 | Fax: 561-848-6658 | sales@evi-fl.com | www.evi-fl.com

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit. This contract is subject to cancellation by seller if major components, for example chassis, cannot be obtained within 12 months from date of contract. Any monies prepaid by buyer will be refunded.

PREPAYMENT/PROGRESS PAYMENTS: Due to the custom, one of a kind, buyer specific design, and dollar amount of the project the seller may require progress payments.

TARIFF/SURCHARGES: Our proposal is based on the latest available pricing from our vendors. Any substantial tariff and/or surcharge fees added on the vendor invoice for major components will be documented and submitted for payment at time of final invoicing.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable state laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, and that venue for any dispute shall be Palm Beach County, Florida.

PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

SHORTAGES: In case of the inability to obtain non-essential component(s) in a timely manner, the Company will complete the unit for your inspection and acceptance. Company will install the shorted component(s) at your facility as soon as they become available. Company will require payment at time of delivery and acceptance, minus a negotiated holdback until all shortages are resolved. Company will issue a clean MSO upon receiving partial payment at time of acceptance.

SUBSTITUTION OF COMPONENT(S): If certain component(s) are not available due to being discontinued or cannot be obtained in a reasonable period of time, the Company will contact you for approval of a substitute or deletion of the component(s) and the related cost.

WORK REQUESTED TO BE DONE LOCALLY: If you require additional work to be completed by a third party, not the Company, after the unit is completed such as; transferring equipment from your old unit onto the new unit, special equipment to be installed, graphics, etc., the Company will require you to inspect and accept the unit at the Company's factory once it completes its portion. Company will arrange for the additional work to be completed by the third party, per your request. Company will require a partial payment, previously negotiated, for the work completed and issue a clean MSO once it's received. The balance will be due upon delivery of the unit to your facility.

QUOTATION**Emergency Vehicles, Inc.**

Jupiter Police Department
 210 Military Trail
 Jupiter, FL 33458

Quote No: JUPITER_HN-0002
 03/11/2025

Page 1

PART NO	QTY	DESCRIPTION
AE-01-0020	1	== FORD TRANSIT 350 CARGO VAN - 0.000 == 2025 FORD TRANSIT 350HD VAN - EXTENDED LENGTH HIGH-ROOF - 148" Wheelbase Extended Length - Oxford White Exterior #YZ - Vinyl Front Floor Covering - Gray Interior - 3.5L EccoBoost V6 Gas Engine 310HP with 400 lb.-ft. Torque - Dual Heavy Duty AGM Batteries - Heavy Duty Dual Alternators - 250-Amps Each - 10-Speed Automatic Transmission with Select-Shift - 205/75R16C BSW All-Season Tires (DRW) - 16" Silver Steel Wheels with Exposed Lug Nuts - Spare Tire and Wheel - 3.73 Ratio - Limited Slip - Sliding Passenger Side Door - Tinted Front Glass - 11,000 Pound GVWR - Front and Rear A/C - Rear View Camera - Short Arm, Power Heated Mirrors with Turn Signals - Vinyl Sun Visors - Front Map Lights - AM/FM Stereo with Audio Input Jack - Dark Palazzo Gray Vinyl Seats - Running Boards - Extended Length - (2) Additional Keys - (1) Owner's Manual Booklet
BA-00-0000	1	== TRANSIT HOSTAGE NEGOTIATIONS VEHICLE ==
BJ-39-0011	1	CHASSIS PREPARATION - GENERAL FORD TRANSIT SWIVEL SEAT ADAPTER Specify Vehicle Side: - Passenger seat
CF-90-0121	1	CAREFREE FORD TRANSIT FREEDOM FLATROOF MOUNT AWNING - ELECTRIC 12V Specify Size: - 157" Specify Acrylic Color: - Cadet gray Mounting Bracket: - Ford Transit
DB-61-2002	1	PATCH BLOCK COMPARTMENT W/ CAST DOOR #EB0010-1-A WEATHERPROOF SOUTHCO LATCH Location:

PART NO	QTY	DESCRIPTION
		-- Streetside of the van body
DB-61-200A	1	CONTOURED BUILD-OUT
GA-CV-3500	1	INTERIOR PACKAGE; CARGO VAN
GB-00-005B	1	-- VAN BODY INSULATION
GB-10-005B	1	-- VAN BODY INTERIOR SUB-FLOOR
GB-10-026F	1	-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN
GB-12-005A	1	-- AISLE WALLS - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-12-0250	1	-- VAN BODY SUB-WALLS - 1/4"
GB-16-0250	1	-- VAN BODY SUB-CEILING
GB-16-025I	1	-- VAN BODY FINISH CEILING - EMBOSSED FIBERGLASS REINFORCED PLASTIC
		Color:
		-- Off-white
HB-03-03LP	1	3/16" (.188") PERMANENT SHELVES FOR PRINTER
		Location:
		-- Curbside interior of body, by pocket door divider wall
HB-07-002M	2	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 48")
		Location:
		-- Both above front streetside workstations
HB-32-002M	2	FILE DRAWER(S) - ALUMINUM
		Location:
		-- Two (2) below streetside workstations
HC-09-002M	2	PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS
		Location:
		-- One (1) for each front overhead cabinet
HC-30-0100	5	SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HD-00-0A10	2	SQUAD BENCH WITH LIFT-UP LIDS - CORDURA
HD-02-0A01	2	-- PERSON SEATING CAPACITY
HD-03-1500	2	-- SQUAD BENCH HOLD-OPEN DEVICES
HF-12-0206	2	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (M)
		Location:
		-- One (1) on each side of pocket door
HF-12-0207	1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (L)
		Location:
		-- One (1) rear curbside wall
HG-04-005D	1	WORK STATION(S) UP TO 72" WIDE
		Location:
		-- Front streetside interior of the van
HG-10-0217	2	MESH ARMLESS TASK CHAIR W/ BUNGEE MOUNT(S)
HG-15-001S	1	REMOVABLE TABLE
		Location:
		-- To be used for passenger seat when swiveled toward the rear

PART NO	QTY	DESCRIPTION
HG-15-002M	1	REMOVABLE TABLE Location: -- Rear room of van
HG-15-0250	1	REMOVABLE TABLE STORAGE
HG-17-0500	15	CORIAN COUNTER TOP UPGRADE (SQ FT)
HH-02-040L	1	BULKHEAD DIVIDER WITH SLIDING DOOR - LOCKING
HH-02-1215	1	6" X 8" WINDOW(S) WITH HINGED COVER PANELS FOR POCKET DOORS
HI-50-1010	1	SLIDING DIVIDING CURTAIN AND TRACK - UP TO 84"
HK-00-0020	3	LG 28" HDTV MONITOR(S) (OR EQUIVALENT) Location: -- One (1) for each streetside workstation -- One (1) wall mounted in rear room
HK-00-0250	3	PEERLESS #SF630P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 10" - 30" DISPLAY
IA-05-0S00	1	12-VOLT ELECTRICAL SYSTEM
IA-06-3000	1	SWITCH CONSOLE - MODULE
IA-06-30LP	1	WALL MOUNTED SWITCH PANEL(S) Location: -- One (1) in rear room
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-12-0551	4	WHELEN #60CREGCS RED/WHITE LED INTERIOR DOME LIGHT(S) W/SWITCH Location: -- Interior ceiling
IA-12-0552	1	WHELEN #60CREGCS RED/WHITE LED UNDER CABINET LIGHT(S) W/SWITCH Location: -- Under front overhead cabinets
IA-12-0975	1	WHELEN #0SC0EDCR LED LIGHT(S) Location: -- On interior of the patch block compartment -- Light to come on automatically whenever the compartment door is opened, not to be switched from switch panel
IC-00-1000	1	BACK-UP ALARM WITH MOMENTARY CUT-OFF SWITCH
ID-03-0002	1	FIRST ALERT #SCO7CN COMBINATION SMOKE/CARBON MONOXIDE ALARM - BATTERY OPERATED
IE-10-0055	1	MODIFY REAR A/C UNIT WITH DUCTED (6) SEPARATE OUTLETS
IF-00-0400	1	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- On roof of van and run to interior radio location
IF-06-0001	3	HDMI AUDIO/VIDEO CABLE & INLET(S) Location: -- One (1) input for each monitor in van
IF-06-00LP	1	OREI 1X2 HDMI POWERED SPLITTER(S) Note: -- To split one (1) HDMI inlet so it can be seen on one (1) front monitor and one (1) rear monitor

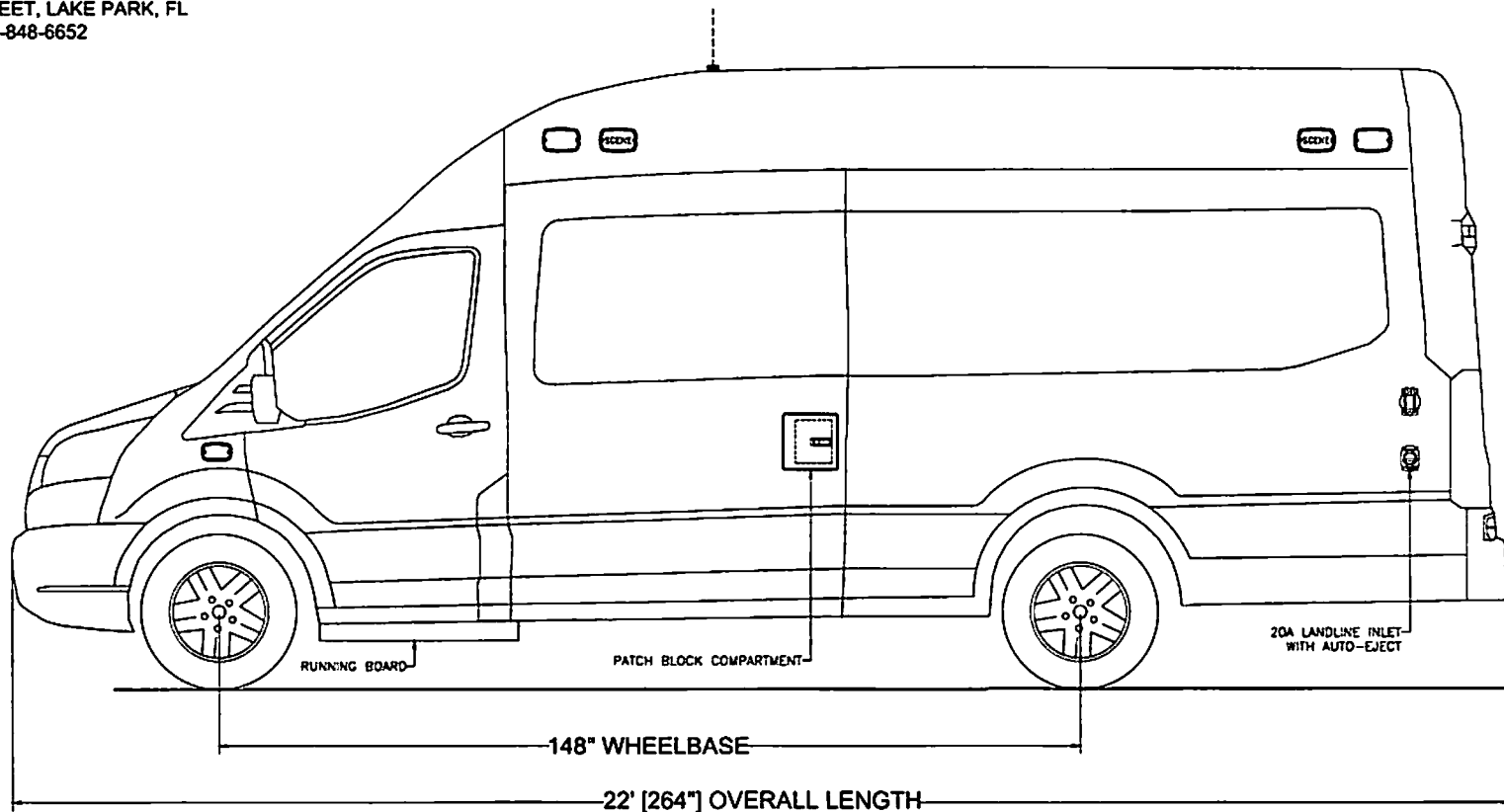
PART NO	QTY	DESCRIPTION
IH-00-1000	1	12 VOLT OUTLET(S) - CIGARETTE LIGHTER TYPE Locations: -- One (1) wall mounted by front workstations
IH-00-1017	2	KUSSMAUL #091-264-023 DUAL PORT 5.5A USB-C & USB-A SVR W/ PIGTAIL LEAD Locations: -- One (1) wall mounted by front workstations -- One (1) wall mounted in rear room
IJ-00-14LP	1	INSTALL CUSTOMER SUPPLIED WIRELESS CELLULAR WIFI ROUTER MODEM Note: -- Includes one (1) exterior antenna
IJ-01-0000	1	INSTALLATION OF CUSTOMER'S RADIO(S)
IJ-01-0001	1	INSTALL CUSTOMER SUPPLIED THROW PHONE 10-FOOT CABLE(S) Location: -- Two (2) plugs above + two (2) plugs in patch block compartment - cables run between each location
JC-00-0011	1	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- On rear module switch panel
JC-10-4002	1	IGNITION CONTROLLED 200 AMP CONTINUOUS DUTY SOLENOID
JC-20-0202	1	ELECTRONIC THROTTLE DEVICE - FORD TRANSIT IDLE
JC-90-4999	1	ADDITIONAL BATTERY SYSTEM - (1) AGM 31 SERIES 12V Location: -- In battery box and mounted under squad bench
JC-92-0200	1	-- BATTERY BOX(ES)
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KB-00-0012	1	MAGNUM #MS2012 2000WATTS PURE SINEWAVE INVERTER/100A CHARGER
KB-00-0020	1	-- MAGNUM #MERC50 INVERTER/CHARGER REMOTE CONTROL AND MONITORING PANEL
KB-00-0022	1	-- MAGNUM #ME-300F FUSE HOLDER AND 300A SLOW BLOW FUSE
KB-00-0024	1	-- MAGNUM #ME-BMK-R-L BATTERY MONITORING KIT
KC-02-030S	1	PANELTRONICS 120/240 MAIN POWER SYSTEM W/ DISTRIBUTION PANEL UP TO 12 BREAKERS Panel Location: -- Rear bulkhead divider
KC-09-1027	1	25-FT 12/3 SAFETY HEAVY-DUTY LIGHTED PLUG EXTENSION CORD
LB-16-1500	6	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1619	2	HOUSEHOLD 120V/15 AMP DUPLEX EXTERIOR RECEPTACLE(S)
LB-25-2040	1	KUSSMAUL #091-55-20-120 20A SUPER L/L INLET W/AUTO-EJECT GRAY
RF-05-0115	1	WHELEN #295SSA1 FULL FUNCTION SIREN SYSTEM (REMOTE HEAD) - SINGLE TONE
RF-90-0020	1	WHELEN #SA315P 100 WATT SIREN SPEAKER Mounting bracket #: -- Universal
SD-03-1019	4	WHELEN #M62SLC EZ SUPER-LED® SCENELIGHT(S) w/ CHROME FLANGE - SIDE
SD-60-0030	8	-- WHELEN #M6P15C 15-DEGREE ANGLES SURFACE MOUNT HOUSING(S) - CHROME
SD-06-1019	2	WHELEN #M62SLC EZ SUPER-LED® SCENELIGHT(S) w/ CHROME FLANGE - REAR

PART NO	QTY	DESCRIPTION
SD-60-0030	4	- WHELEN #M6P15C 15-DEGREE ANGLES SURFACE MOUNT HOUSING(S) - CHROME
SD-99-0020	1	REVERSE RELAY FOR REAR SCENE LIGHTS
TA-02-0400	1	WHELEN #SSFPOS HEADLIGHT FLASHER
TA-08-0200	1	VANNER #9860GCPE ELECTRONIC LED FLASHER UNIT
TB-10-1022	2	WHELEN AVENGER #AVC21RB SUPER LED DASH LIGHT RED/BLUE
TC-10-0030	1	WHELEN #WIONSMR ION SURFACE MOUNT SUPER-LED LIGHT(S) RED/CLEAR LENS
TC-10-0035	1	WHELEN #WIONSMB ION SURFACE MOUNT SUPER-LED LIGHT(S) BLUE/CLEAR LENS
TC-14-0012	2	WHELEN #M4BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-14-0902	2	- WHELEN #M4FC CHROME FLANGE
TC-16-0012	4	WHELEN #M6BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-16-0902	1	- WHELEN #M6FC CHROME FLANGE
TC-16-0022	4	WHELEN #M6RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-16-0902	1	- WHELEN #M6FC CHROME FLANGE
WA-90-0050	1	BODY MANUFACTURER'S MANUAL(S)
WA-95-0050	1	- WIRING MANUAL(S)
WA-95-0055	1	- WIRING MANUAL(S) - ELECTRONIC FORMAT
WB-05-16LP	1	OVERALL HEIGHT/LENGTH/GVWR PLATE
		Subtotal
ZA-00-0002	1	CHASSIS RELATED EXPENSES
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZC-05-005B	1	- 5-YEAR / 60,000 MILE LIMITED ELECTRICAL WARRANTY
ZD-00-000A	1	- FACTORY LIAISON PROJECT COORDINATOR
ZD-00-000B	1	- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	- IN-HOUSE PRE-DELIVERY / DETAILING / INSPECTION [02.12.25]



705 13TH STREET, LAKE PARK, FL
800-848-6652

Jupiter Police Department Jupiter, FL



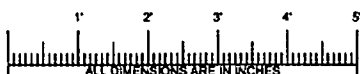
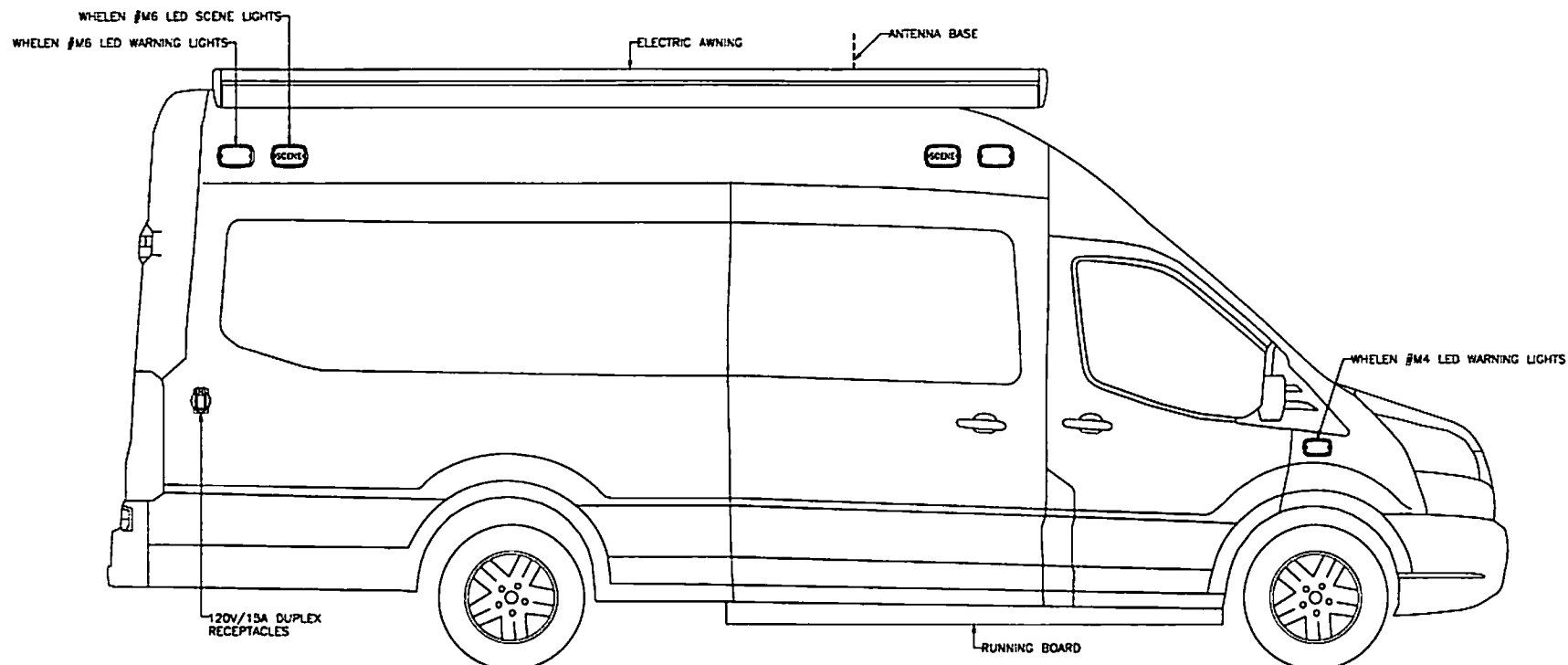
Streetside Overall

PRELIMINARY			
NOTICE: THIS DRAWING IS A REPRESENTATION OF THE VEHICLE AND/OR COMPONENTS AS DESCRIBED IN THE SPECIFICATIONS AND THE DATA SHOWN. EVI RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY DURING THE PRODUCTION PROCESS TO ACCOMMODATE BEST MANUFACTURING PRACTICES AND TO ENSURE WE PROVIDE A CONSISTENTLY HIGH-QUALITY PRODUCT.			
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REVISION 2	-		
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800-848-6652

Jupiter Police Department Jupiter, FL



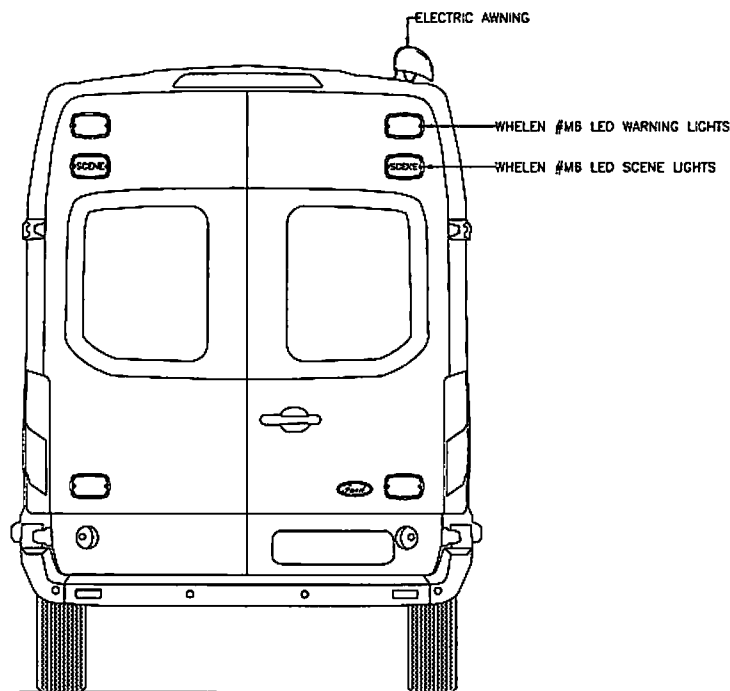
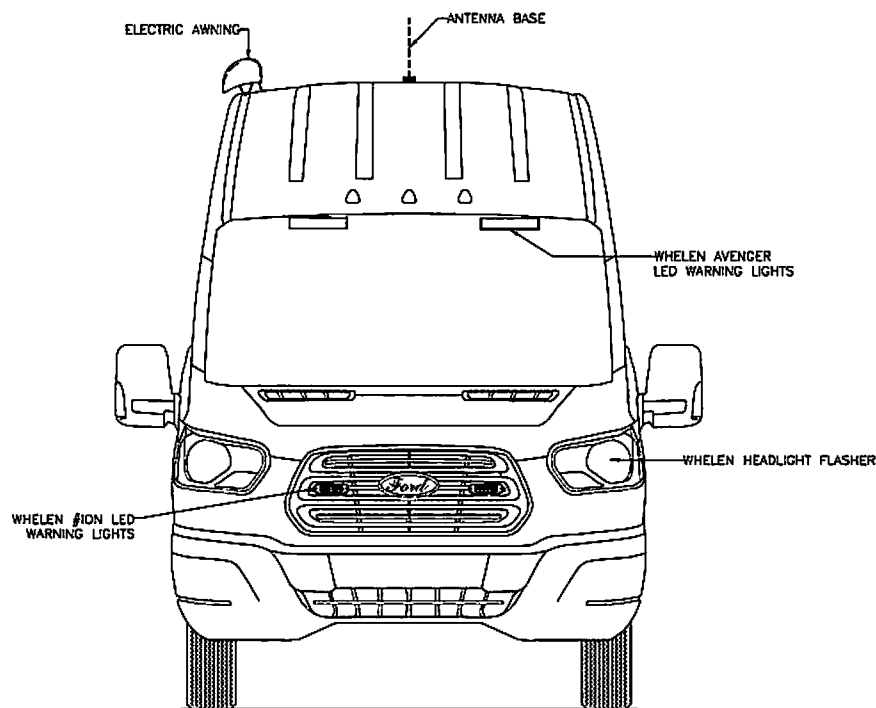
Curbside Overall

PRELIMINARY			
NOTICE: This drawing is a representation of the vehicle which components as described in the specifications for the date shown. EVI reserves the right to make changes, as necessary, during the production process to accommodate best manufacturing practices and to ensure we provide a consistently high quality product.			
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Front & Rear View

PRELIMINARY

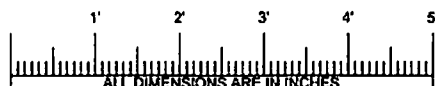
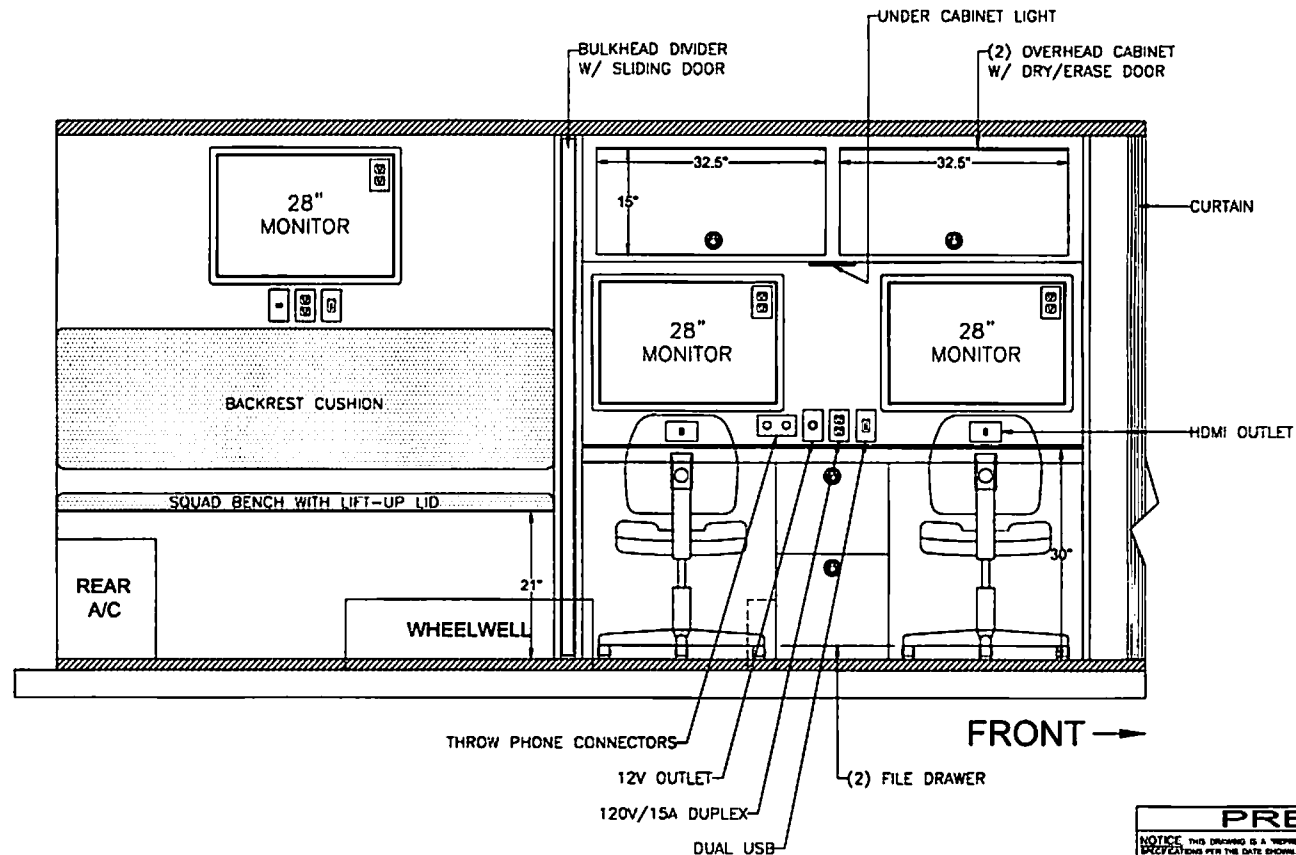
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REVISION 7	-	PARTY IS PROHIBITED	



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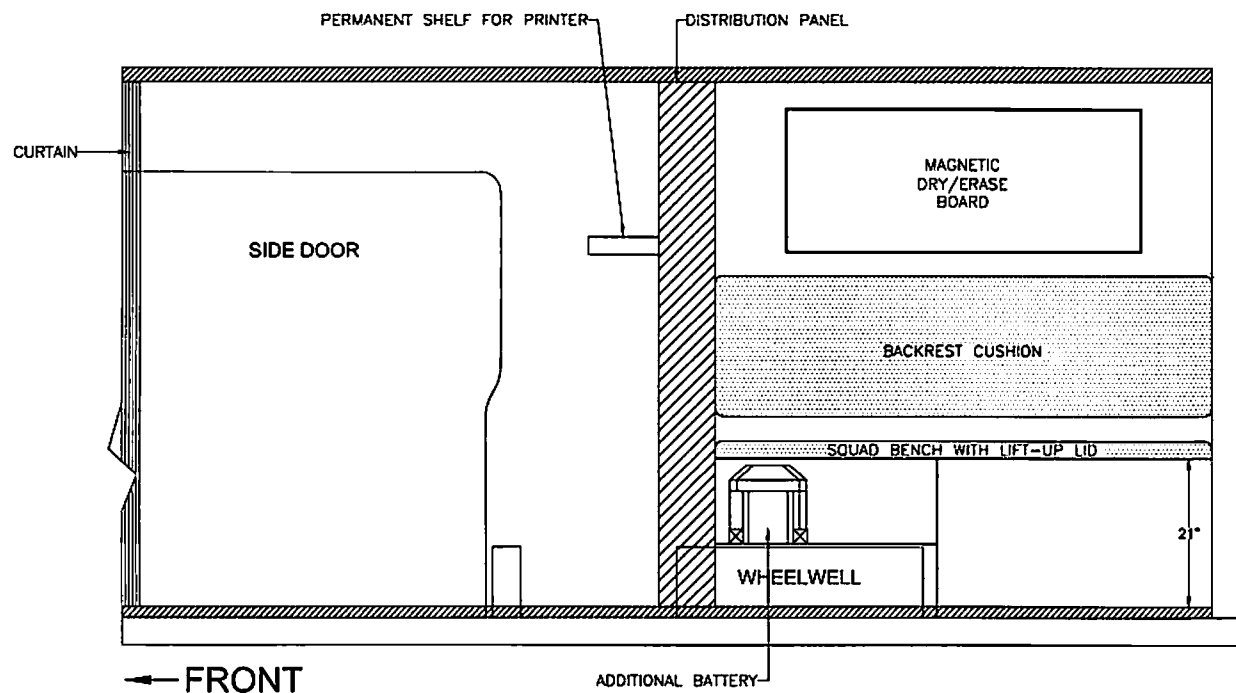
Streetside Interior

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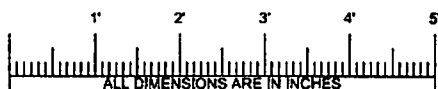
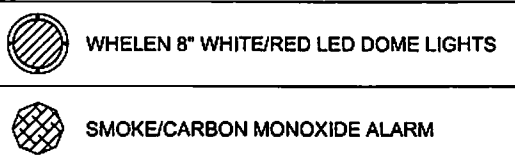
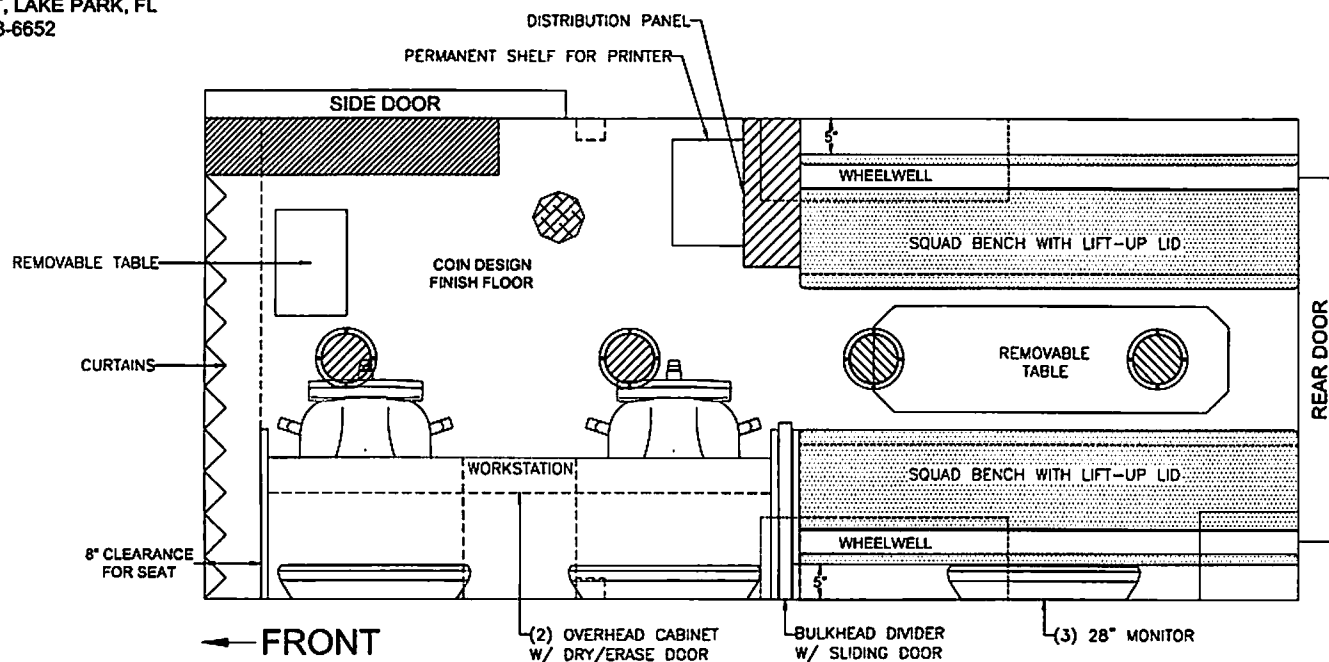
Curbside Interior

PRELIMINARY			
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REVISION 6	-	DIVULGENCE OF THIS DATA TO A THIRD	PARTY IS PROHIBITED



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Body Planview

PRELIMINARY

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		PARTY IS PROHIBITED.	DATE 12/28/24

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Emergency Vehicles, Inc. - Public Services - ID: 11608 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Emergency Vehicles, Inc., hereinafter referred to as the Contractor, having its principal place of business at 705 13th St., Lake Park, FL 33403-2303.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027.

All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

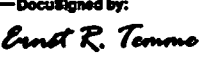
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Emergency Vehicles, Inc.

Signature 
DocuSigned by:
B8FDD8D0088541F...

Name Ernst R. Temme

Title President

Date 12/18/2023

H-GAC

Signature 
DocuSigned by:
82EC270D5D81423...

Name Chuck Wemple

Title Executive Director

Date 12/20/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Emergency Vehicles, Inc. - Public Services - ID: 11608

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. Pumper Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. Pumper-Tanker/Tanker/Tender Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. Fire Boats, Rescue Boats, Emergency Response Boats

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
Emergency Vehicles, Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category F - Special Service Vehicles		
Emergency Vehicles, Inc.	TACT-VAN	Tactical Unit / Ford Transit 350 HD, 2WD, Diesel	\$ 165,101.00	5%
Emergency Vehicles, Inc.	ESU10-SC	10-Ft Emergency Service Unit (ESU) / Ford F-550 Super Cab, 4WD, Diesel	\$ 368,372.00	5%
Emergency Vehicles, Inc.	NWI10-2D	10-Ft Non-Walk-In Rescue / Ford F-550 2-Door, 4WD, Diesel	\$ 287,302.00	5%
Emergency Vehicles, Inc.	NWI12-2D	12-Ft Non-Walk-In Rescue / Ford F-550 2-Door, 4WD, Diesel	\$ 313,514.00	5%
Emergency Vehicles, Inc.	NWI12-4D	12-Ft Non-Walk-In Rescue / Ford F-550 4-Door, 4WD, Diesel	\$ 321,774.00	5%
Emergency Vehicles, Inc.	WI12-2D	12-Ft Walk-In Rescue / Ford F-550 2-D, 4WD, Diesel	\$ 365,103.00	5%
Emergency Vehicles, Inc.	CREW14-2D	14-Ft Crew-Body Rescue / Ford F-550 2-Door, 4WD, Diesel	\$ 488,893.00	5%
Emergency Vehicles, Inc.	AIRLT15-2D	15-Ft Air/Light Unit / International MV607 2-Door, 2WD, Diesel	\$ 671,234.00	5%
Emergency Vehicles, Inc.	SSU16-2D	16-Ft Special Service Unit (SSU) / Ford F-550 2-Door, 4WD, Diesel	\$ 449,411.00	5%
Emergency Vehicles, Inc.	NWI16-2D	16-Ft Non-Walk-In Rescue / Freightliner M2 2-Door, 2WD, Diesel	\$ 495,205.00	5%
Emergency Vehicles, Inc.	NWI16-4D	16-Ft Non-Walk-In Rescue / Freightliner M2 4-Door, 2WD, Diesel	\$ 522,307.00	5%
Emergency Vehicles, Inc.	WI16-2D	16-Ft Walk-In Rescue / Freightliner M2 2-Door, 2WD, Diesel	\$ 532,734.00	5%
Emergency Vehicles, Inc.	WI18-4D	18-Ft Walk-In Rescue / Freightliner M2 4-Door, 2WD, Diesel	\$ 563,555.00	5%
Emergency Vehicles, Inc.	CREW18-2D	18-Ft Crew-Body Rescue / Freightliner M2 2-Door, 2WD, Diesel	\$ 526,014.00	5%
Emergency Vehicles, Inc.	NWI21-4D	21-Ft Non-Walk-In / Spartan 4-Door, 2WD, Diesel	\$ 891,827.00	5%
Emergency Vehicles, Inc.	CANOPY21-4D	21-Ft Walk-In (Canopy) / Spartan 4-Door, 2WD, Diesel	\$ 797,281.00	5%

Emergency Vehicles, Inc.	NWIHM24-3D	24-Ft Non-Walk-In Haz-Mat / Spartan 3-Door, 2WD, Diesel	\$ 1,276,434.00	5%
Emergency Vehicles, Inc.	CREWHM24-3D	24-Ft Crew-Body Haz-Mat / Spartan 3-Door, 2WD, Diesel	\$ 1,423,574.00	5%
Emergency Vehicles, Inc.	CANOPY25-4D	25-Ft Walk-In (Canopy) / Freightliner M2 4-Door, 2WD, Diesel	\$ 636,125.00	5%
Emergency Vehicles, Inc.	CANOPY25-4DT	25-Ft Walk-In (Canopy) / Freightliner M2 4-Door (Tandem Axle), 2WD, Diesel	\$ 659,403.00	5%
Emergency Vehicles, Inc.	NWI26-4DT	26-Ft Non-Walk-In Rescue / Spartan 4-Door (Tandem Axle), 2WD, Diesel	\$ 1,552,796.00	5%
Emergency Vehicles, Inc.	WI30-4DT	30-Ft Walk-In Rescue / Spartan 4-Door (Tandem Axle), 2WD, Diesel	\$ 940,673.00	5%
Emergency Vehicles, Inc.	TRAILER28-EXT	28-Ft Trailer / Express (Tandem Axle)	\$ 327,803.00	5%
Emergency Vehicles, Inc.	USAR38-EXGN	38-Ft USAR Command Trailer / Express Gooseneck	\$ 327,716.00	5%
Emergency Vehicles, Inc.	USAR42-4DT	42-Ft USAR Trailer / Freightliner 114SD Plus 4-Door Tractor (Tandem), Diesel	\$ 1,187,086.00	5%
Category H - Command Vehicles				
Emergency Vehicles, Inc.	COMMAND-PU	Command Vehicle / Ford F-350 Pick-up 4-Door, 4WD, Gas	\$ 135,222.00	5%
Emergency Vehicles, Inc.	COMMAND-VAN	Command Vehicle / Ford Transit 350 HD, 2WD, Diesel	\$ 209,295.00	5%
Emergency Vehicles, Inc.	MCV18-2D	18-Ft Mobile Command Vehicle / Freightliner M2 2-Door, 2WD, Diesel	\$ 545,182.00	5%
Emergency Vehicles, Inc.	MCV30-2DT	30-Ft Mobile Command Vehicle / Freightliner M2 2-Door (Tandem Axle), 2WD, Diesel	\$ 1,095,771.00	5%
Emergency Vehicles, Inc.	MCV32-2DT	32-Ft Mobile Command Vehicle / Freightliner M2 2-Door (Tandem Axle), 2WD, Diesel	\$ 1,055,221.00	5%

TOWN OF JUPITER
**Approving a purchase order to Peerson Audio, Inc. for audiovisual equipment and
installation in the amount of \$59,351.84**



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving a purchase order to Peerson Audio, Inc. for audiovisual equipment and installation in the amount of \$59,351.84

EXECUTIVE SUMMARY

Requesting approval to issue a purchase order to Peerson Audio, Inc. in the amount of \$59,351.84 for audiovisual equipment and installation, providing video conferencing, presentation, and audio functionality with touchscreen controls.

Competitive bids were solicited and received via DemandStar (www.DemandStar.com) from two qualified vendors, ranging from a high of \$86,616.40 to a low of \$59,351.84. Each bid was evaluated for completeness, proposed solution, and total cost. The bid from Peerson Audio, Inc. was judged superior in design and cost, receiving a perfect score of 100 by each selection committee member.

The desired audiovisual system will feature voice-activated pan/tilt/zoom cameras, microphones, speakers, amplifiers, switches, multiple computer inputs, and touch-screen controls, providing a sophisticated yet easy-to-use audiovisual system.

ANALYSIS

The current presentations and video conferencing capabilities have proven insufficient for their intended use. Bids were solicited from companies to provide the desired features and capabilities expected of a modern audiovisual system.

Staff recommends Town Council's approval to award Peerson Audio, Inc. a purchase order in the amount of \$59,351.84 to provide, install, and configure an audiovisual system as proposed.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. ITB Audio Visual System_ADA
2. ITB-IS-0325 Scoring Sheet_ADA
3. ITB -IS-0325 - Peerson Audio Proposl_ADA

FUNDING SOURCE

Approved in Budget \$59,351.84

Sources:00125113-552000

Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Karl Craig at
KarlC@jupiter.fl.us or 561-741-2221.



INFORMATION SYSTEMS DEPARTMENT

Invitation to Bid

Town of Jupiter Audio Visual System

ITB-IS-0325

TOWN OF JUPITER Invitation to Bid

Town of Jupiter Audio Visual System

The Town of Jupiter is soliciting bids for commercial grade materials, equipment, cabling and services for audiovisual systems in its town hall located at 210 Military Trail Jupiter, FL 33458 with conferencing and presentation capabilities, including video conference calls, audio and multiple camera feeds and touchscreen controls.

Bids are expected to provide all materials, installation, configuration, and training of all necessary cabling, connectors, cameras, speakers, microphones, touchscreen(s), amplifiers, tuners, mounts, software licenses, etc. to successfully complete the project. Bids shall be from qualified vendors located in the United States which strictly meet all of the Requirements & Specifications listed in this document, and appendices.

Equipment currently in use is as follows; two (2) 86" LG 86UR340C9 display units mounted on the two side walls of the room and one (1) 65" Samsung LH65QHCE display mounted at the head of the table. Additionally, a small NUC computer is mounted behind one of the two 86" displays used for presentations and to conduct video conferencing calls operated with a wireless mouse and keyboard.

The Town of Jupiter uses AVAYA Cloud telephony services as its standard for voice, messaging, and conference calls and would like this system integrated into the proposed solution to be able to make VOIP calls and utilize the room's cameras, microphones and ceiling speakers.

The design shall include multiple cameras with auto switching and framing capabilities based on the audio input from multiple microphones mounted on the ceiling in a configuration that will best serve the room's acoustics and layout.

The existing system has three (3) existing inserts (table cubbies). Bids shall include the addition of HDMI inputs into two (2) of the inserts at the front and rear of the table. In the center position, bids shall include a BYOD configuration that provides for connection of a laptop to HDMI and USB ports so a laptop can utilize all the rooms peripherals. This will provide four computer inputs that will need to be selectable as sources via a touch screen control panel. The selected source (input) shall be simultaneously displayed on all three (3) screens.

Rack space will be allocated for this project in the adjoining IDF Room to house all AV hardware as needed.

A pre-bid meeting will be scheduled for **Thursday 11:00 a.m. March 6, 2025** on site at 210 Military Trail Jupiter, FL 33458 where participants will be able to view the boardroom and ask questions.

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

Town of Jupiter Audio Visual System

SECTION I GUIDELINES

INVITATION TO BID (ITB) GUIDELINES

1.1 Introduction

The Town of Jupiter desires to update its audiovisual equipment, located in Town Hall at 210 Military Trail Jupiter, FL 33458 with audio visual capability as described herein.

We are requesting BIDS from companies ("Respondents") to procure the materials and services necessary to install a state of the art audio visual system with video conferencing and presentation capabilities integrated with existing displays and AVAYA phone system which is easy to operate with touchscreen controls.

1.2 Bids Submission and Withdrawal

Electronic bids and all requested documents must be uploaded via DemandStar by **Tuesday 2:00 p.m. EST, March 18, 2025.**

All bids must be complete and received by the date and time specified in the ITB. The submission time must be and shall be scrupulously observed. Under no circumstances shall bids submitted after the time specified be considered. The Town shall in no way be responsible for delays caused by any occurrence. NOTE: Submission by telephone, telegram or facsimile shall not be accepted. Submissions will only be accepted as stated in Section 1.2 of this document.

1.2.1 Right to Reject – The Town reserves the rights to waive irregularities, reject and/or accept any and all submissions, in whole or in part, or take such other action as serves the best interest of the Town.

1.2.2 Bid Opening Extension – The Town reserves the right to issue an addendum extending the ITB opening date in the event it determines, in its sole discretion that an inadequate number of submissions have been received, including, but not limited to where it has received no submissions, or only one incomplete or inferior submission.

1.2.3 ITB Withdrawal -Respondents may withdraw their bids by notifying the Town in writing at any time prior to the deadline for submittal. After the deadline, the bid will constitute an irrevocable offer, for a period of six (6) months. Once opened, bids become a record of the Town and will not be returned to the Respondents.

A copy of the complete bid package may be obtained from the Town's online Bid and Quote System located at <http://www.jupiter.fl.us/246/Bids-for-Town-Projects> or, from the Information Systems Department at Town Hall, at 210 Military Trail, Jupiter, FL 33458. For additional information, please contact: King Wekenmann, via fax (561) 741-2616 or email kingw@jupiter.fl.us and must include **Town of Jupiter Boardroom Audio Visual System** in the subject line.

1.3 Development Costs

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Respondents should prepare their bids simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the ITB.

1.4 Inquiries

Interested Respondents may contact King Wekenmann, via fax (561) 741-2616 or Email kingw@jupiter.fl.us and must include **Town of Jupiter Boardroom Audio Visual System** in the subject line. The Town contact will receive written requests for clarification concerning the meaning or interpretations of the ITB, until **Wednesday 4:00 p.m. EST, March 12, 2025**. Town personnel are authorized only to direct the attention of prospective Respondent(s) to various portions of the ITB so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this ITB or give information as to the requirements of the ITB in addition to what is contained in the written ITB document or subsequent addendums.

1.5 Addendum

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to five (5) calendar days before the date fixed for receiving the bids. Respondents may contact the Town to ascertain whether any addenda have been issued or review the online ITB on DemandStar at www.DemandStar.com. Any oral explanation given with regard to the ITB prior to opening will not be binding.

All Respondents are expected to carefully examine the ITB documents. Any ambiguities or inconsistencies should be brought to the attention of King Wekenmann, kingw@jupiter.fl.us, through written communication prior to the opening of the bids.

1.6 Contract Awards

The Town anticipates entering into an Agreement with the Respondent who submits the bid judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified Respondent if the successful company does not execute a contract within thirty (30) days after the award of the ITB. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other bids.

The Respondent(s) understand that this ITB does not constitute an offer or an Agreement with the Respondent. An offer or Agreement shall not be deemed to exist and is not binding until bids are reviewed, accepted by appointed staff, the best bid has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

1.7 Contractual Agreement

This bid shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida.

Any additional contract or agreement requested for consideration by the Respondent must be attached and enclosed as part of the quotation.

1.8 Selection Process

The bids will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any bid, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, the Town reserves the right to negotiate and recommend award to the next highest Respondent or subsequent Respondents until an agreement is reached.

1.9 Public Records

Upon award recommendation or ten (10) days after opening, whichever occurs first, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Respondent(s) must invoke the exemptions to disclosure provided by law in the response to the ITB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1.10 Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000.00) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the ITB forms, Respondent attests that they have not been placed on the "Convicted Vendor List".

1.11 Code of Ethics

If any Respondent violates or is a party to a violation of the code of ethics of the Town of Jupiter or the State of Florida with respect to this ITB, such Respondent may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future quotations and proposals for work, goods or services for the Town of Jupiter.

1.12 Rights and Privileges

Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Respondent be considered an agent or partner of the Town. The Respondent shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1.13 Lobbying/Cone of Silence

Respondents are advised – once the Town of Jupiter releases/publishes an Invitation to Bid, Request for Qualification bid or any other competitive solicitation the respondent or anyone representing the respondent are prohibited from communicating with any Town Council members, Town Staff and any Member of a Town Selection Committee.

Exception – The only exception to this communication: the Respondent and/or their representative may communicate in writing to the contact person listed in the bidding documents.

The Cone of Silence shall terminate at the time the Town Council or Town Department authorized to act on behalf of the Council, awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Note: The Town of Jupiter is under the Palm Beach County Lobbying Registration Ordinance Effective April 2, 2012. Violators of the Cone of Silence are punishable by a fine of \$250 per violation.

1.14 Disclosure and Disclaimer

Any action taken by the Town in response to bids made pursuant to this ITB or in making any award or failure or refusal to make any award pursuant to such bids, or in any cancellation of award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this ITB either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the ITB. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting bids in response to this ITB.

Following submission of a bid, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the bid and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of Respondent. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this ITB. Any reliance on the contents of this ITB, or on any communications with Town representatives or advisors, shall be at each Respondent's own risk.

Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITB is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Respondent or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this ITB, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this ITB. All costs incurred by a Respondent in preparing and responding to this ITB are the sole responsibility of the Responder. Any recipient of this ITB who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any quotation submitted pursuant to this ITB is at the sole risk and responsibility of the party submitting such proposal.

This ITB is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the ITB is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the ITB, the provisions of this Disclosure and Disclaimer shall govern.

1.15 Quotation Contents

All material submitted becomes the property of the Town of Jupiter. The Town has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of the proposal does not affect this right.

1.16 Audits

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Responder and its subcontractors and lower tier subcontractors. The Requester understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Requester or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

1.17 Taxes

The successful Respondent shall pay all applicable sales, consumer use and other similar taxes required by law.

1.18 Plans and Specifications

The apparent silence of the specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best solution is to prevail and that only materials of the finest quality are to be provided. All interpretations of the specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Respondent must indicate any variance or exceptions to the stated specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Respondent meets all the specifications in every respect.

See plans and specifications in addendum section for all requirements, material specifications, locations, etc.

1.19 Equal Opportunity

The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Companies doing business with the Town are prohibited from discriminating on the basis of race, color, creed, religion, sex, national origin, age, physical disability, marital status, familial status, veteran status, sexual orientation, or any form of unlawful discrimination.

1.20 Request for Records

1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
2. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
3. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
4. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS: King Wekenmann, Tel.: 561-741-2351, email: kingw@jupiter.fl.us, Mailing address: Information Systems, 210 Military Trail, Jupiter, FL 33458.

1.21 Subcontracting or Assigning of the Contract

The Selected Respondent(s) shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the Town. Each Respondent shall list all subcontractors and the work provided by the suppliers with their submission.

1.22 Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal, bid, or quotation on a contract to provide goods or services to a public entity, may not submit a proposal, bid, or quotation on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals, bids, or quotation on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.23 Town's Public Relations Image

Selected Respondent's personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the Town's relationship with the public. Any personnel in the employ of the Selected Respondent(s) involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the Town or its representative.

1.24 Patent Fees, Royalties, and Licenses

If the Selected Respondent(s) requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Respondent(s) and his surety shall indemnify and hold harmless the Town from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the Town from any cost, expense, royalty or damage which the Town may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.25 Familiarity with Laws

The Selected Respondent(s) is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of a Selected Respondent shall in no way relieve it from any responsibility to comply with the law.

1.26 Damage to Property

The Selected Respondent(s) shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Selected Respondent(s), it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by Selected Respondent(s), and at Selected Respondent(s) expense. The Selected Respondent's special attention is directed to protection of survey monuments, horizontal, vertical or property corners, located within the limits of construction.

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

Town of Jupiter Audio Visual System

SECTION II EVALUATION OF BIDS

2.0 Evaluation Method and Criteria

General – The Town shall be the sole judge of their own best interests, the bids, and the resulting negotiated agreement. The Town's decisions will be final.

Selection of a Respondent to provide the hardware, materials, and services sought herein will be based on the Town's evaluation criteria and will include, but shall not be limited to, consideration of the following:

	CRITERION	POINTS
A	References: Score based on references provided after checking for accuracy and confirmation of successful completion of representative work.	50
B	Total Cost: Prices, including labor for complete solution to outfit trooms with the desired audio visual capabilities as described in the ITB.	40
C	Bid Submittal: Quality of bid response.	10
	Total Maximum Points	100

Based on the preliminary ranking of the written bid(s) received, the Town will select the bid that is deemed to be the best fit with regard to both meeting the requirements and total cost.

2.1 Selection

Selection and award of contract shall be done in accordance with the State of Florida and Town policies and procedures, the Town will evaluate, rank all qualified ITB(s) and recommend to the Town Council the selected bid. The Town's decisions will be final.

TOWN OF JUPITER

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

Town of Jupiter Audio Visual System

SECTION III RESPONSE FORMAT

3.0 Bid Response Format

To facilitate the analysis of responses to the ITB, the Proposer is required to prepare their bids in accordance with the instructions outlined in this section. Responses must be printed and delivered to the address indicated in Section 1. All responses shall include the following information organized as indicated below.

Section	Title
1	Statement of Qualifications
2	Client References
3	Exceptions and Deviations
4	Sealed Bid / Pricing

3.1 Statement of Qualifications

This part of the response to the ITB should be limited to a brief narrative not to exceed two (2) pages describing the qualifications of the Respondent to meet the requirements of the bid and completion of the work on time, within budget, with comparative examples of past successes.

3.2 Client References

This part of the response to the ITB shall include the Client Reference information requested. Respondent shall include a minimum of three (3) references of successfully completed jobs of similar size and scope and not more than 5 years old.

References are to include:

Company/Organization:

Contact Name:

Contact Title:

Contact Phone:

Contact Email:

Type and Description of Audio Visual Capabilities Designed and Installed:

Amount of Contract Award:

Time Frame of Project: (Begin / Complete)

3.3 Exceptions and Deviations

This part of the response to the ITB shall include any claims, in list form, of exceptions or deviations from the requirements of the ITB. If any exceptions or deviations are claimed the Respondent must cite the specific section, subsection, and provide a reason and/or reasonable substitute.

3.4 Sealed Bid / Pricing

This part of the response to the ITB shall include the Respondent's best and final offer price including all parts, materials, labor to complete the job as stated in this ITB and determined by thorough analysis of this ITB.

****Appendices****

- A. Statement of Qualifications Form
- B. Client References Form
- C. Exceptions and Deviations Form
- D. Sealed Bid / Pricing

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

A. Statement of Qualifications Form

Brief narrative not to exceed two (2) pages describing the qualifications of the Respondent to meet the requirements of the bid and completion of the work on time, within budget, with comparative examples of past successes.

Proposer Qualifications Response Here

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

B. Client References Form

Respondent shall include a minimum of three (3) references of successfully completed jobs of similar size and scope and not more than 5 years old.

Reference #1	
Name of Company/Organization	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	
Description of Audio Visual System Installed	
Amount of Contract Award	
Time Frame of Project: (Date Begin / Date Complete)	

Reference #2	
Name of Company/Organization	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	
Description of Audio Visual System Installed	
Amount of Contract Award	
Time Frame of Project: (Date Begin / Date Complete)	

Reference #3	
Name of Company/Organization	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	
Description of Audio Visual System Installed	
Amount of Contract Award	
Time Frame of Project: (Date Begin / Date Complete)	

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

C. Exceptions and Deviations Form

In list form, exceptions or deviations from the requirements of the ITB shall be listed here. If any exceptions or deviations are claimed the Respondent must cite the specific section, subsection, and provide a reason and/or reasonable substitute.

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

D. Sealed Bid / Pricing

Best and final offer price including all parts, materials, labor to complete the job as stated in this ITB and determined by thorough analysis of this ITB including all addendums.

Company Representative: _____

Project Bid Amount: _____

Optional Proposed Items:

Total: _____

Notes:



**TOWN OF JUPITER
INFORMATION SYSTEMS
SUMMARY SCORING SHEET**

VENDOR NUMBER	VENDOR NAME
1	Peerson Audio
2	AVI-SPL, LLC
3	
4	
5	
6	
7	
8	

Committee Member	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7	Vendor 8	Notes
Jack Huynh	100	75							Lowest qualified bid selected by evaluation committee.
Edwin Velasquez	100	80							
Karl Craig	100	80							
Total	300	235							

Selected Vendor: Peerson Audio



PROFESSIONAL AUDIO, VIDEO & CONTROL SYSTEMS

CREATING ENVIRONMENTS THAT DELIVER
YOUR MESSAGE CLEARLY, EASILY AND
WITHOUT DISTRACTION.



Custom Design

We design and fabricate solutions to fit your specific needs.



Training

We train your staff on how to use every aspect of your new system.



Service

We are with you for the life of your system. Our service team is on call 24/7.

WHO WE ARE

We have over 65 years experience in the commercial field helping customers have professionally designed and installed audio, video, lighting and communications systems. We hold multiple industry certifications in our field and are continuously scanning the horizon of technology to see where the industry is headed. We put in the work to make sure you not only get equipment and systems that are the latest and state-of-the-art, but most importantly, are proven technology that is reliable and easy to use.

WHY CHOOSE US

- Experts In Our Field
- Committed To Quality
- Flexible And Cost-Effective Solutions
- On-Time And On-Budget

A FEW OF OUR PROJECTS

TRANSPORTATION & MASS PAGING

- Brightline Miami Terminal
- Miami International Airport (Terminal E, Satellite E, People Movers)
- Palm Beach International Airport
- South Florida Regional Transportation Authority (Operations Center and Platform)



EMERGENCY OPERATIONS CENTERS

- Palm Beach County
- Palm Beach Gardens
- Weston
- Coral Springs
- Martin County
- Coconut Creek



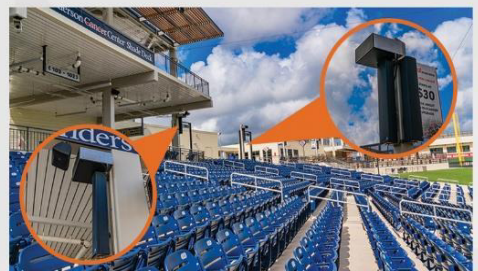
COURTHOUSES

- 4th District Court of Appeals
- Fort Pierce Federal Courthouse
- Palm Beach County - Multiple Courtrooms



SPORTS ARENAS

- Ballpark Of The Palm Beaches
- Roger Dean Stadium
- Jet Blue Park
- Hammond Stadium



HOUSES OF WORSHIP & PERFORMING ARTS

- Family Church (10+ Campuses)
- Journey Church
- Maltz Theater Jupiter
- FAU Barry Kaye Auditorium
- Miami Country Day School



A. Statement of Qualifications Form

Brief narrative not to exceed two (2) pages describing the qualifications of the Respondent to meet the requirements of the proposal and completion of the work on time, within budget, with comparative examples of past successes.

Proposer Qualifications Response Here

Peerson Audio Inc. is a leading audio/visual systems integrator with extensive experience in designing and delivering high-quality audio/visual solutions for a diverse range of industries and clients. With over 65 years of experience in the A/V industry, Peerson Audio Inc. has built a reputation for excellence in both product development and delivery and customer service.

Peerson Audio Inc. has a team of highly skilled professionals with a diverse range of expertise in audio/visual engineering, project management, and customer support. Our team members have a combined experience of over 60 years in the audio industry. They are equipped with the latest knowledge, skills, and technologies to ensure the successful completion of the proposed project.

Peerson Audio Inc. has a proven track record of completing projects on time and within budget. We have successfully completed several large-scale projects for prominent clients. Our team members have worked on projects ranging from designing and developing custom audio/visual solutions for performing arts theaters, council chambers, sports venues and high schools.

One example of our past success is our work with Palm Beach County, where we were tasked with designing and installing a custom audio/visual solution for their new council chambers and municipal campus. Our team worked closely with the customer to identify their specific needs and requirements, and we developed a comprehensive system that met their exact specifications and expectations. The project was completed on time and within budget, and the customer was extremely satisfied with the results.

In summary, Peerson Audio Inc. has the qualifications, experience, and expertise to successfully complete the proposed project on time and within budget. Our team has a proven track record of delivering high-quality audio solutions for a diverse range of clients, and we are committed to providing exceptional customer service throughout the entire project lifecycle.

For more information about previous projects, please visit www.peersonaudio.com.

N/A

B. Client References Form

Respondent shall include a minimum of three (3) references of successfully completed jobs of similar size and scope and not more than 6 years old.

Reference #1	
Name of Company/Organization	The School Board of St Lucie County/Electraserve
Contact Name	Patrick Bly
Contact Title	Project Manager
Contact Phone	7542052070
Contact Email	pb@electraservewpb.com
Type of Facility Constructed	Administration Building
Size of Construction Project (Sq. Ft.)	107,000
Amount of Contract Award	\$534,268.39
Time Frame of Project: (Date Begin / Date Complete)	09/21/2018 - 10/09/2019

Reference #2	
Name of Company/Organization	Coral Springs Council Chambers/Johnson Controls Inc
Contact Name	Norman Heizmann
Contact Title	Technology Project Manager
Contact Phone	2392294663
Contact Email	j.heizmann@jci.com
Type of Facility Constructed	Municipal Complex
Size of Construction Project (Sq. Ft.)	35,000
Amount of Contract Award	\$150,645.23
Time Frame of Project: (Date Begin / Date Complete)	4/20/2017 - 8/24/2017

Reference #3	
Name of Company/Organization	Palm Beach County
Contact Name	Steven Angstreich
Contact Title	IT Project Manager
Contact Phone	5618414215
Contact Email	sangstreich@pbcgov.org
Type of Facility Constructed	Palm Tran South County Boardroom
Size of Construction Project (Sq. Ft.)	17,000
Amount of Contract Award	\$231,308.20
Time Frame of Project: (Date Begin / Date Complete)	05/01/2021 - 08/06/2021

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

C. Exceptions and Deviations Form

In list form, exceptions or deviations from the requirements of the ITB shall be listed here. If any exceptions or deviations are claimed the Respondent must cite the specific section, subsection, and provide a reason and/or reasonable substitute.

This project is a design-build system comprised of system components to meet the client requested functionality as described in the narrative on page 2 of the ITB. No exceptions or deviations to be listed here.

TOWN OF JUPITER
Invitation to Bid
ITB-IS-0325

D. Sealed Bid / Pricing

Best and final offer price including all parts, materials, labor to complete the job as stated in this ITB and determined by thorough analysis of this ITB including all addendums.

Company Representative: Joshua Delasant

Project Bid Amount: \$59,351.84

Optional Proposed Items:

Total:

Notes:



Joshua Delasant, Vice President, PMP/CTS

City Managers Conference Room

Jupiter Town of
Kristin
Purchasing
210 Military Trail
Jupiter, FL 33458
Tel: 561-741-2400 Fax: 561-741-2406

Qty Description

Scope Description: Peerson Audio Inc (PAI) will install and commission a video conferencing systems with VOIP capability based on the QSYS platform. System will include three PTZ cameras, that will have the ability to focus in on specific areas of the room triggered by two Shure array microphones hanging between the table lights. A table top touch screen that control the system, calls, video distribution to all displays, and audio levels to ceiling speakers. A rackmounted UPS is also being provided for system stability. Please reference the notes section for additional information which may be applicable to this scope of work.

- 1 Unified Core: 24 local audio I/O channels, no GPIO
- 1 Software-based Dante 16x16 Channel License
- 4 Network Video Endpoint
- 2 Networked Video Endpoint
- 3 12x Optical Zoom 80° Horizontal Field of View, PTZ
- 1 26-port network switch, POE++
- 1 1/2 RU 2-Chnl Amplifier 60w @ 8ohm, 200w Bridged
- 6 6.5-inch, 2-way, low profile, zero bezel
- 1 10.1" PoE Touch Screen Controller
- 1 Table top mounting accessory
- 2 LINEAR ARRAY MIC, WHITE, 2 FT
- 2 TILE BRIDGE FOR 2 FT MXA710
- 6 HDMI UltraHD Molded 4K Assembly 2 meter
- 2 AV Bridging feature license
- 1 Scripting Engine Software License
- 1 Line Interactive UPS
- 2 4pr. 23AWG Category 6A UTP CMR Small OD
- 0.5 2 Conductor. 16 Awg Strand T/Pair Jacket
- Additional Rigging material
- Wire management
- HDMI input plate at table
- 48v power supply
- Freight**
- Design & Engineering
- Install Labor
- Programming, Commissioning, & Training

Qty Description

*Notes: Conduit and/or pathways with string, if required, to be provided by others. Backing at equipment mounting locations, if applicable, to be provided by others. Network, network wiring, configurations, and connection to client LAN, if applicable, to be provided by others. Existing equipment rack with available RU for equipment to be provided by others. Available power at all equipment locations to be provided by others. Floor, wall, ceiling, table, and junction boxes, if applicable, to be provided by others. Permit and performance bond (if required) not included in price. PAI not responsible for manufacturer's inventory and product availability. (3) Existing TV displays and owner provided NUC computer to remain for the new system. Client to be responsible for any third-party subscription fees associated with their video conferencing platform of choice.

This document and its contents are not to be published, re produced or distributed without the consent of Peerson Audio Inc. This document may be used internally by the aforementioned client and for the sole purpose of installation through the partnership of Peerson Audio Inc. and shall not be distributed externally. Due to global supply chain and chip shortages within the industry it is possible an extended lead time is applicable for this equipment from the manufacturer.

Design documents are available once proposal is approved or LOI is received. Our systems have a one year warranty at no charge. This warranty covers equipment and labor of the newly installed system only, not existing equipment or infrastructure cabling. Peerson Audio also has a dedicated service department. The service department can be reached via email or phone and is available weekends and after hours for emergency service. This info is located on our website at www.peersonaudio.com/service

This ** ITB Proposal ** is Valid for 30 Days.

Signature: _____ Date: _____

Project Total: \$ 59,351.84

TOWN OF JUPITER
Approving the Town's 2025 Neighborhood Matching Grant Program in the amount of
\$29,017



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Satu Oksanen, Neighborhood Services Manager
SUBJECT	Approving the Town's 2025 Neighborhood Matching Grant Program in the amount of \$29,017

EXECUTIVE SUMMARY

The Town received 6 applications for the 2025 Matching Grant program. After careful deliberation, staff determined the applications to be eligible for funding in the amount of \$29,017 to leverage \$79,315 in neighborhood projects.

The annual Neighborhood Matching Grant cycle opened in early February and closed on March 14, 2025 with a budget of \$50,000. The purpose of the Town's Matching Grant Program is to provide grants for visible neighborhood beautification projects and/or safety/security enhancements to leverage private funding. Matching Grants (up to \$5,000) require an equal or greater match, which can consist of cash, donated materials, and/or labor. Homeowners Associations and Neighborhood Groups can apply every four years.

An announcement of the grant opportunity was advertised at the Centennial Jubilee, highlighted on social media and in the Town Times, and a grant workshop was held February 20, 2025 in the Police Department Community Room. In addition, Neighborhood Services staff was available by appointment to help with proposals. Staff spoke to and met with several applicants.

A Matching Grant Review Committee, comprised of seven staff members from Code Compliance, Neighborhood Services, Planning & Zoning, Police Department and Natural Resources, met March 20, 2025 to discuss the grant proposals and funding levels. Staff determined all projects were eligible for funding by utilizing a rating matrix.

After careful deliberation, 6 Matching Grants were eligible to be funded at the following requested amounts:

- Bella Vista \$5,000
- Egret Cove at Maplewood \$5,000
- Jupiter Lakes Townhomes \$5,000
- The Island at Abacoa \$5,000
- The Marina at the Bluffs \$4,017
- Valencia at Abacoa \$5,000

A description of each project can be found in Attachment 1.

ANALYSIS

Staff determined that all submitted Matching Grants are eligible for funding at the requested level of \$29,017. If approved, the funding will come from the Matching Grant Budget (\$50,000). For Valencia at Abacoa, the scope of the work is a deviation from the approved landscape plan. Therefore, funding is contingent upon the HOA working with Planning & Zoning to determine if a site plan amendment is needed.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. 2025 Application summary chart
2. Rating Matrix 2025
3. 2025 Points Distribution

FUNDING SOURCE

Approved in Budget	\$ 50,000	Sources: 20212-548003 (Neighborhood Enhancements)
Additional Funding Requested	\$	Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager, at SatuO@jupiter.fl.us or 561-741-2524.

2025 Neighborhood Matching Grants Received					
Neighborhood	Project	Grant category	Total cost of project	Amount requested	Comments
The Marina at the Bluffs	Lights to the entrance, removal of exotics and replacement with native plants. Thin the palm tree. Remove all vines from oak trees.	Beautification	\$ 8,035.00	\$ 4,017.00	Removal of planted oyster plants is not exotics removal; however, Town supports planting of native plants.
Jupiter Lakes Townhomes	Replacement of the existing, original dilapidated mailboxes	Safety/ Beautification	\$ 14,050.00	\$ 5,000.00	No community input attached in application. However, it is clear that the mailboxes are in need of replacement.
Valencia at Abacoa HOA	Replenish the soil for their 25-year-old oak trees and plant native plants that can thrive around the oak trees.	Beautification	\$ 24,255.00	\$ 5,000.00	Scope of the work is a deviation from the approved landscape plan. Therefore, a condition should be placed to work with Planning & Zoning to determine if a site plan amendment is needed.
Egret Cove at Maplewood	Repair of a 30-year old parameter wall including repair cracks, remove rusted bands, seal and paint concrete wall and columns along Maplewood Avenue. Clean and paint all aluminum fencing and gates along Maplewood Avenue and around community pool area. Paint Egret Cove sign.	Beautification	\$ 12,000.00	\$ 5,000.00	Reinforcing the wall is a safety issue, not beautification, and vital in case of a car accident.
Bella Vista	Upgrade and enhance the outdoor common area lighting. Specifically, the entrance to Bella Vista on Palm Avenue, the roundabout, and the entry to the pool and clubhouse area. Current lighting in these areas is inadequate and presents both safety and security concerns.	Safety	\$ 10,925.00	\$ 5,000.00	Improving lighting will deter crime. Neighborhood is very dark.
The Island at Abacoa	Replacement of a deteriorated swing set at a community playground after 20 years in use.	Beautification	\$ 10,050.00	\$ 5,000.00	Resident petition; highly used area.

\$ 79,315.00 \$ 29,017.00

Reviewer Name:

Date:

2025 NEIGHBORHOOD MATCHING GRANTS RATING MATRIX

Funds are available to homeowner associations and/or neighborhood groups located in the Town of Jupiter to enhance the external appearance or the safety/security of their community. The project must be a benefit to not only the Community but the entire Town, and not be routine maintenance.

Each Applicant was required to provide the following:

- 1. Detailed description of the project (including pictures)
- 2. Detailed line item budget & 3 bids
- 3. Letters of support/petition from residents or meeting minutes where project was discussed and approved
- 4. All questions on the application answered thoroughly and in detail

NAME OF DEVELOPMENT: _____

PROJECT DESCRIPTION UP TO 30 POINTS _____

- *Applicant provided a description of the project, its location, and information about if it is part of a greater improvement plan. Applicant included a map and a landscape plan, if applicable.*

BENEFIT TO TOWN UP TO 30 POINTS _____

- *The project will benefit the Town and its residents. It will be visible to adjacent communities, and it will have a long-lasting positive effect on the neighborhood.*

COMMUNITY INPUT UP TO 20 POINTS _____

- *The community contributed to the design of the project and/or will help implement the project. Must include letters of support and/or signed petition; meeting minutes.*

BUDGET DETAILS UP TO 20 POINTS _____

- *Applicant provided a budget of how the funds/match will be used and 3 apples-to-apples bids.*

TOTAL POINTS AWARDED: _____/100

Comments:

2025 Matching Grant Program - Points Distribution

Committee Results (Average number of points received)

Neighborhood	Project Description (30 points)	Benefit to Town/ Neighborhood (30 points)	Community Input (20 points)	Budget Details (20 points)	Total Points (100 max. points)
Bella Vista	25.00	27.00	19.00	15.00	86.00
Egret Cove at Maplewood	28.00	28.00	20.00	20.00	96.00
Jupiter Lakes Townhomes	28.00	26.00	10.00	20.00	84.00
The Island at Abacoa	28.00	25.00	20.00	19.00	92.00
The Marina at the Bluffs	28.00	19.00	15.00	20.00	82.00
Valencia at Abacoa HOA	24.00	17.00	16.00	20.00	77.00
RANKINGS (1-6)	Rank				
Egret Cove at Maplewood	1				
The Island at Abacoa	2				
Bella Vista	3				
Jupiter Lakes Townhomes	4				
The Marina at the Bluffs	5				
Valencia at Abacoa HOA	6				

TOWN OF JUPITER
**Approval of the First Amendment to the Amended and Restated Interlocal Agreement
with Palm Beach County for Interoperable Radio Communication**



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Approval of the First Amendment to the Amended and Restated Interlocal Agreement with Palm Beach County for Interoperable Radio Communication

EXECUTIVE SUMMARY

An Amended and Restated Interlocal Agreement (R2020-0770) for Interoperable Radio Communications with Palm Beach County was approved by Town Council on April 20, 2020. The Agreement provides for two 5-year renewal periods. The proposed First Amendment to the Amended and Restated Interlocal Agreement executes the first renewal period and includes E-Verify employment requirements.

In May of 2013, the Town of Jupiter entered into an Interlocal Agreement (R2013-0612) with Palm Beach County for interoperable public safety radio communications through the countywide common talk groups of the County's 800 MHz Radio System.

In April of 2018, the Town entered into the First Amendment to the Interlocal Agreement (R2018-0406), which renewed the term, updated contact information for both parties, and warranted that all Town employees are treated equally (Non-Discrimination).

In April of 2020, the Town entered into the Amended and Restated Interlocal Agreement with Palm Beach County for Interoperable Radio Communications (R2020-0770). This agreement provided for a 5 year term with an expiration date of July 6, 2025. This agreement also included requirements for the Town to maintain liability and worker's comp insurance and to keep Encryption Key information confidential.

The County has provided a renewal of the existing Amended and Restated Interlocal Agreement, with an additional requirement that the Town be registered and utilize the E-Verify system for employment. The proposed renewal has an expiration date of July 6, 2030.

ANALYSIS

Approval of this agenda item will allow the Mayor to execute the first of two 5-year renewal terms, as stipulated in the Amended and Restated Interlocal Agreement with Palm Beach County.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. First Amendment to Amended and Restated Interlocal Agreement
2. Amended and Restated Interlocal Agreement (R2020-770)

FUNDING SOURCE

*Funding is not necessary for this request.

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

Town of Jupiter/First Amendment – MPSCC Talk Group

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-0770) dated July 07, 2020 (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Town of Jupiter, a municipal corporation of the State of Florida (“Municipality”),

In consideration of the mutual promises contained herein, the County and Municipality agree as follows:

1. The term of the Agreement, is renewed beginning on July 7, 2025, and continuing through July 6, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. The Agreement is hereby modified to add the following:

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Municipality’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that Municipality has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

3. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Municipality and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Isamí Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**TOWN OF JUPITER, a municipal
corporation of the State of Florida**

By: _____
Laura Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Town Attorney

R2020 0770

AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of JUL 07 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the Town of Jupiter, a municipal corporation of the State of Florida ("Municipality").

WITNESSETH

WHEREAS, on May 21, 2013, the County and the Municipality entered into an Interlocal Agreement (R2013-0612) that was subsequently amended by First Amendment to Interlocal Agreement (R2018-0406) on April 10, 2018 (Collectively the 2013 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the Municipality; and

WHEREAS, to set forth the terms and conditions for all interoperable communications, this Agreement amends and restates, in its entirety, and replaces, the 2013 Interlocal Agreement; and

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality can access the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as "agency radios," are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality's day to day contact and can be reached at

561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Municipality's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the Municipality's end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality's encryption key loader(s) in a secure and locked location when not in use. The Municipality shall immediately notify the County's System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality shall not program the Key into any non-law enforcement radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning Municipality Equipment. The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 Stolen or Lost Municipality Radios. In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: PROGRAMMING OF COMMON TALK GROUPS

The Municipality is responsible for adhering to the Common Talk-Group alias' established by the County and its Steering Committees. Any deviations from the standard naming will have to be reviewed and approved by the System Manager prior to implementation.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Monitoring. The Municipality acknowledges that there is a loss of functionality through the interface between its system and the Countywide system. Within 10 days of the execution of this Agreement, the Municipality will provide to the County its internal procedures with regard to monitoring of the common talk groups.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Municipality has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common

Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 No Waiver of Sovereign Immunity. 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. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

10.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and Municipality (R-2013-0612), that was subsequently amended by the First Amendment to Interlocal Agreement (R2018-0406).

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Municipality:

Town Manager
Town of Jupiter
210 Military Tr

Jupiter, FL 33458

Chief of Police
Town of Jupiter
210 Military Tr
Jupiter, FL 33458

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 15: FILING

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

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Municipality's officers.

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

R2020 0770

JUL 07 2020

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By:

Deputy Clerk

By:

Dave Kerner, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By:

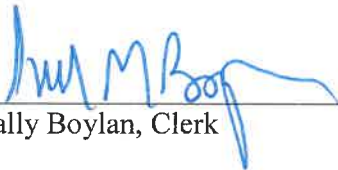
County Attorney

By:

Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

Town of Jupiter, a municipal corporation
of the State of Florida

By: 
Sally Boylan, Clerk

By: 
Todd Wodraska, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: 
Attorney



ATTACHMENT I

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

TOWN OF JUPITER
U-Tiki Small Scale Planned Unit Development Amendment



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>U-Tiki</u> – Application to amend an approved 4.1± acre Small Scale Planned Unit Development (SSPUD) to reduce the required side corner setback from 35 feet to 17 feet for accessory structures

EXECUTIVE SUMMARY

Consideration of a Small Scale Planned Unit Development amendment including a waiver to reduce the side corner setback from 35 feet to 17 feet for accessory structures.

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

ANALYSIS

The proposed Small Scale Planned Unit Development (SSPUD) amendment for a side corner setback waiver was submitted to allow unpermitted accessory structures to be allowed within the required 35 foot side corner setback. The subject application is necessary before staff can move forward with the applicant's administrative site plan amendment application that is currently on hold due to the need for the waiver. If the SSPUD amendment and waiver is approved by the Town Council, staff will be able to move forward with the administrative site plan application and building permitting reviews. If the Town Council wants to review the site plan, a condition will need to be added to the resolution.

As part of the originally approved SSPUD, the Town Council approved various waivers in exchange for the development meeting the principles of the Inlet Village Redevelopment Overlay Area by providing for Riverwalk, water-oriented uses, and public restroom facilities. As part of the subject application, the applicant is proposing to install artificial reef modules that provide environmental benefits in areas that do not impact the marina operations and working-waterfront nature of the development.

PLANNING AND ZONING RECOMMENDATION:

At their March 11th meeting, the Planning and Zoning Commission, recommended **approval** (by a 7-0 vote) of the application with modifications to limit the side corner setback waiver to the accessory structures in the location of the existing dry racks to the existing dumpster, to require the fence to have screening, and to require the installation of additional landscaping for screening along the side corner yard. Staff has included the conditions within Resolution #36-25 with a modification to reduce the setback waiver area to only under the existing dry racks consistent with the applicant's revised site plan, as further outlined in the staff report.

At the meeting, the Commission noted several discrepancies between the representations

noted in the applicant's request and the on-site conditions observed during some Commissioners' site visits. Staff has included more information in the staff report.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 36-25
2. Staff Report and Attachments
3. Applicant 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 Garret Watson at garretw@jupiter.fl.us or 561-741-2549.

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12 **RESOLUTION NO. 36-25**

13 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN**
14 **OF JUPITER, FLORIDA, AMENDING A SMALL-SCALE**
15 **PLANNED UNIT DEVELOPMENT AND AUTHORIZING A**
16 **WAIVER PERMITTING THE REDUCTION OF THE**
17 **PROPERTY'S SIDE CORNER SETBACK FROM 35 FEET**
18 **TO 17 FEET FOR ACCESSORY STRUCTURES; AND**
19 **PROVIDING FOR AN EFFECTIVE DATE.**
20
21

22 **WHEREAS**, Jupiter Inlet Marina owns (the "Owner") approximately 4.1 +/- acres of real
23 property, the legal description of which is attached hereto and incorporated herein as **Exhibit**
24 **"A"** (the subject property); and,

25 **WHEREAS**, the subject property is located at 1095 N. A1A; and,

26 **WHEREAS**, the Owner has submitted an application to amend a development order for
27 the previously approved Jupiter Inlet Marina Small-Scale Planned Unit Development (SSPUD)
28 to request a side corner setback waiver from 35 feet to 17 feet for accessory structures (the
29 Application); and,

30 **WHEREAS**, the Town Council has determined that the Owner is providing a public
31 benefit for the requested side corner setback waiver; and,

32 **WHEREAS**, the Town's Planning and Zoning Commission has considered the
33 Application and made its recommendations to the Town Council; and,

34 **WHEREAS**, the Town Council conducted a public hearing wherein it considered the
35 evidence and testimony presented by the Town's Planning and Zoning Department staff, the

Owner, and any interested parties and members of the public, regarding whether the Application is consistent with the Town's Comprehensive Plan and meets its Land Development Regulations (LDRs); and,

WHEREAS, the Town Council has determined that certain conditions, as set forth herein, are necessary to render the Application consistent with the Town's Comprehensive Plan and to meet the LDRs.

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

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 finds that the Application meets the criteria contained in Chapter 27, Article VIII, Division 2 of the Town Code and hereby approves an amendment to the Jupiter Inlet Marina SSPUD and approves a waiver for the side corner setback waiver, authorizing the reduction of the setback from 35 feet to 17 feet for accessory structures in the area of the side corner yard under the existing dry racks on the subject property.

Section 3. The Town Council finds that the Owner is providing the public benefits referenced herein below as required by Section 27-1709 of the Town's Code:

- a) Meeting the general planning principals of the Redevelopment Overlay Area; and,
- b) Providing artificial reef modules and a marine stewardship plan that provides for enhancements to the waterfront.

Section 4. The approval of the amendment to the Jupiter Inlet Marina SSPUD is subject to the following conditions:

- 1) The Owner shall install and maintain all improvements in compliance with the following:

- a) Site Plan, prepared by Cotleur and Hearing Inc., dated 03/31/25, and received and dated by the Department of Planning and Zoning on 04/01/25.

b) Statement of Use, prepared by Cotleur and Hearing Inc., dated 04/01/25, and received by the Department of Planning and Zoning on 04/01/25.

2) The uses conducted on the subject property shall be consistent with the Statement of Use, prepared by Cotleur and Hearing Inc., dated 04/01/25, and received by the Department of Planning and Zoning on 04/01/25.

3) 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.

4) Within 60 days of approval, the Owner shall submit a marine stewardship plan, which shall be subject to the review and approval of the Department of Planning & Zoning. The plan shall, at a minimum, outline and detail the installation, location and schedule, maintenance of artificial reef modules, and the long-term maintenance of the same.

5) Within 60 days of approval, the Owner shall obtain building permits for the accessory structures.

6) Prior to the issuance of any development permits, the Applicant shall:

a) Provide a landscape plan showing additional planting provided along the side corner area to provide for screening from US Highway 1.

b) Provide a note on the site plan showing screening material on the fence abutting US Highway 1.

c) Update the Master Plan to include the applicable area of the setback waiver and the existing accessory structures in the area of the side corner yard under the existing dry racks on the subject property.

1 7) The conditions of approval herein shall apply to the Applicant, Owner, and their
2 successors and assigns.

3 **Section 5.** This Resolution shall take effect immediately upon its execution.

4 **Attachment:** Exhibit "A" - Legal Description

5 #6076311 v1 26503-00001

EXHIBIT "A"

PROPERTY

All of Lot 4, Suni-Sands Subdivision, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 23, Page 5, and that part of Lots 1, 2 and 3 of said Suni-Sands Subdivision, lying East of the following described line:

Commencing at a point on the South line of said Lot 3, at an arc distance of 29.78 feet, measured along said South line of Said Lot 3, from the Southeast corner of said Lot 2, run North 05 degrees 44 minutes 20 seconds West from a distance of 83.33 feet to a point on the West line of said Lot 3 at a distance of 62.18 feet, more or less, Northerly from the Southeast corner of said Lot 2; thence, in said Lot 2 continue on the same course for a distance of 347.15 feet to a point on the West line of said Lot 2, at a distance of 293.16 feet, more or less, Northerly from the Southwest corner of said Lot 2; thence, in said Lot 1, continue on the same course for a distance of 177.24 feet, more or less, to the waters edge of the Loxahatchee River and the North boundary line of said Lot 1.

Less and excepting therefrom the following described parcel:

Commencing at the Southeast corner of Lot 4, Suni-Sands Subdivision, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 23, Page 5; thence North 11 degrees 03' 99" East along the East line of said Lot 4 a distance of 501.94 feet to the Point of Beginning of the hereinafter described parcel; thence North 78 degrees 57' 00" West departing said East line a distance of 8.25 feet; thence North 11 degrees 03' 00" East a distance of 85.92 feet; thence North 78 degrees 57' 00" West a distance of 25.08 feet; thence North 11 degrees 03' 00" East a distance of 65.06 feet; thence South 78 degrees 57' 00" East a distance of 25.08 feet; thence North 11 degrees 03' 00" East a distance of 66.29 feet; thence South 78 degrees 57' 00" East a distance of 8.25 feet to the East line of Lot 4 thence South 11 degrees 03' 00" West along said East line a distance of 217.27 feet to the Point of Beginning.

Bearings recited herein are based on the East Right-of-Way line of U.S. Highway #1, bearing North 05 44' 20" West and all other bearings are relative thereto.

**TOWN OF JUPITER STAFF REPORT FOR U-TIKI
TOWN MANAGER'S OFFICE**



DATE: April 15, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning **JS**
SUBJECT: U-Tiki– Application to amend an approved 4.1± acre Small Scale Planned Unit Development (SSPUD) to reduce the required side corner setback from 35 feet to 17 feet for accessory structures, located at 1095 N. A1A.

Resolution #36-25
PZ 25-6327
G. Watson

P&Z Commission: 03/11/25
Town Council: 04/15/25 (quasi-judicial)

Project Information

Project Name: U-Tiki SSPUD Amendment
Owner: Jupiter Inlet Marina (See Attachment C – Disclosure Statement)
Agent: Cotleur and Hearing, Inc
Location: 1095 N. A1A
Acreage: 4.1± acres
Future Land use designation: Riverwalk Flex and Inlet Village Flex
Zoning: General, Commercial (C-2)
Existing use: Restaurant and Marina with fuel, 42 wet slips and 75 dry racks
Proposed use/Request: SSPUD amendment to request to reduce the side corner setback for existing accessory structures from 35 feet to 17 feet (see Attachment A).

Staff Update 04-08-25

Following the Planning and Zoning Commission meeting, the applicant submitted a revised Statement of Use on 04/01/25, to include a section responding to the issues uncovered at the Planning and Zoning Commission hearing (see pages 5 and 6 of Attachment A). As noted by the applicant in the updated Statement of Use, the site plan (Attachment B) has been updated to reflect the proposed layout of the accessory structures and all other temporary or portable structures which exceeded the request have been removed from the proposed site plan. In order to ensure the PUD master plan is also updated and clear related to the location where the waiver is applicable and the requested locations of the accessory structures, staff has included a condition requiring an update to the master plan for the Jupiter Inlet Marina PUD.

While the applicant has not addressed the Commissioner's findings related to Marine Max staff working within the structures, it is important to note that should the side corner setback waiver be approved by the Town Council, the applicant will have to obtain a site plan approval and

establish an occupancy type for the accessory structures as part of that process, which will need to be consistent with their building permit applications. The site plan request was placed on hold once the setback issue was identified, so these details have not yet been resolved. The building permit process will follow the site plan application review process, which was submitted as an administrative request. If the Town Council wants to review the site plan, a condition will need to be added to the resolution.

Planning and Zoning Commission Recommendation

At their March 11, 2025 meeting, the Planning and Zoning Commission recommended approval (by a 7 to 0 vote), with modifications to limit the side corner setback waiver to the accessory structures in the location of the existing dry racks to the existing dumpster, to require the fence to have screening, and to require the installation of additional landscaping for screening along the side corner yard. Staff has included the conditions within Resolution #36-25 with a modification to reduce the setback waiver area to only under the existing dry racks, as further outlined in the **PUD Waiver** section of the **Analysis** below.

Prior the March 11, 2025 public hearing, some Commissioners had conducted site visits and spoken with the staff of Marine Max. During the public hearing, Commissioners received conflicting answers related to the details of the request. Of note is that the applicant had been referencing the use of the accessory structures as “storage”; however, Commissioners were told by Marine Max employees that they served a partial office function with computers and air conditioning for service-related activities in the dry dock area. In addition, there were more accessory structures (i.e., a shipping container and small shed) present on site that were not shown on the plans.

Staff Compliance Review Summary

The requested amendment to the SSPUD will be in compliance with the Comprehensive Plan and Town Code subject to the **approval** of the conditions in **Resolution #36-25**; and **contingent on Town Council approval of the proposed public benefit and waiver requested by the applicant.**

Project Data

Pertinent site plan data and information in reference to the application is listed below:

Table 1: Adjacent Properties to PUD

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	ICW, Jupiter Lighthouse and Coast Guard Station	Public Institutional / Public/Institutional (PI)
South	Holtec Building	Palm Beach County CH/5 /Commercial General (CG)
East	Jetty’s Restaurant	Riverwalk Flex & Inlet Village Flex/ General, Commercial (C-2)
West	1000 N Restaurant / Jupiter Harbour office building	Residential High/Residential, Limited Multi-family (R-3)

Table 2: Setbacks

Direction	General, Commercial (C-2)	Applicant’s proposal
Front (South)	50’	442’ (Dockmaster building)
Rear (North)	30’	50’ (Restaurant/retail building)

Direction	General, Commercial (C-2)	Applicant's proposal
Side corner (West)	35'	17' (Accessory structures) ¹
Side (East)	10'	10' (Restaurant/retail building)

Background and History

The following is a history of development approvals for U-tiki:

Table 3: History

Date of approval	Approvals
September 18, 2012	Town Council approved a restaurant/retail building with a marina, including wet slips and an outdoor dry dock facility with 75 racks. The approval included Phase 2 for a future 2,000 square foot office building located long A1A.
October 23, 2014	Administrative site plan amendment to reduce the number of wet transient mooring slips from 18 to 14 and increase the number of leasable slips from 24 to 36 is approved. This item was brought to the Town Council as a roundtable item on October 21, 2014 and the Town Council was supportive of the amendment.
January 8, 2018	A Development Order Extension, Statutory Time Extension Approval of a 723-day extension was approved to maintain the ability to construct a future commercial office building along the A1A frontage. The state issued extension changed the expiration date for the future office building to December 24, 2019.
July, 31, 2019	A Development Order Extension, Statutory Time Extension Approval of a 720-day extension was approved for the office building. The state issued extension changed the expiration date for the future office building to June 13, 2022.
December 8, 2023	Administrative Site Plan amendment to add an 814 square foot covered outdoor dining hut and two covered structures over the existing outdoor seating areas.
August 2024	Request for an administrative site plan amendment to approve modifications to the dry dock marina area for Marine-Max, including adding accessory structures, which were installed on site without permits. Staff determined the existing accessory structures were located within the side corner setback which necessitates the current application for a PUD waiver.

During staff's review of the above-mentioned administrative site plan amendment application for Marine Max, it was found that the existing accessory structures were not permitted and did not comply with the side corner setback. The property owner assumed that the existing dry storage racks and existing accessory structures could meet the same setback. However, the dry storage racks are not considered a building subject to setbacks, while the accessory structures are subject to the 35 foot side corner setback.

As a result, the applicant is requesting an amendment to the U-tiki Small Scale Planned Unit Development (SSPUD) to reduce the side corner setback for the existing accessory structures to serve the marina operations. The applicant notes that the accessory structures, "provide essential storage and operational space that will enhance the efficiency of the marina's operations and further support its commercial activities." Should the Town Council approve the requested waiver, staff will complete the administrative site plan approval process for the existing accessory buildings.

In 2012, the Town Council approved a restaurant, retail, office building, and a modification of the previous marina use, which was Seaport Marina, including a reduction in wet slips (from 47 to 42) and dry slips (from 250 to 75). While the wet slips were in continuous use, the dry racks that were approved were severely underutilized with no more than five vessels typically at a time

¹ Proposed waiver request

since 2012. Since Marine Max took over the marina in 2023, the dry rack area has seen more utilization and the property now has the “working-waterfront” activity that was originally desired by the Town Council. Now that the marina is functioning, the Owner has submitted a management plan for how access will be gated across the Riverwalk on a temporary basis to protect pedestrians while the large forklifts raise and lower vessels in and out of the water. The management plan is necessary because the US Highway 1 Bridge project includes a Riverwalk connection under the bridge connecting 1000 North to U-tiki and the marina operations will bisect that connection.

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 consistent with the Comprehensive Plan subject to a proposed condition of approval being satisfied. The subject property is designated with the Riverwalk Flex and Inlet Village Flex land designations, and is in conformance with the objectives and policies relative to the U.S Highway One/Intracoastal Waterway Corridor and the Riverwalk Corridor. Policy 1.1.3(8) in the Conservation Element requires a Marine Stewardship Plan for all developments abutting environmentally sensitive areas. Staff has included a condition of approval to provide a Marine Stewardship Plan, as noted in the **Public Benefit** section below.

Small-Scale Planned Unit Development (SSPUD). The applicant’s request is to amend the U-Tiki SSPUD to reduce the side corner setback from 35 feet to 17 feet for accessory structures.

PUD Waiver. Pursuant to Section 27-1708, entitled “Purpose and intent.”, the intent of a SSPUD is to, “provide for design flexibility through the waiver to certain development regulations”. Furthermore, the Town Council may approve building setback waivers within a SSPUD, pursuant to Section 27-1711(a)(1) in order to provide for flexibility *when adequate public benefit is provided as approved by the Town Council*. It is important to note that the side corner setback abuts the newly constructed US Highway 1 bridge which creates a significant grade change between the traveling public and the property. As a result, the existing accessory structures sit further below the grade of the adjacent roadway, which diminishes the perceived impact of the reduced setback.

The Planning and Zoning Commission recommended limiting the area where the setback waiver is applicable to the area between the existing dumpster (south of the dry dock structure) and under the existing dry docks after finding that some existing accessory structures existed within that area. The Commission was also concerned about the height of any future accessory buildings in that area. After further review of the recommendation, staff has modified the location of the waiver area to only apply in the area with the existing dry racks, which is consistent with the applicant’s updated site plan dated 03/31/25. This way, if the Owner ever desires additional larger structures in the area that reduce the number of dry racks, that application would be subject to the review and approval of the Town Council. As a result of this change, the height of the accessory structures is limited by their location under the existing dry racks as shown on the site plan.

Public benefit. The proposed setback waiver is subject to review and approval by the Town Council to determine if the request is in conformance with the requirements of Section 27-1709, entitled “Small-Scale Planned Unit Development District (SSPUD) requirements”. Section 27-

1709(b)(1) states that applications for SSPUDs shall demonstrate that the development provides public benefit by meeting the general planning principals and land development regulations of the redevelopment overlay area (ROA). In doing so, applicants may request waivers subject to the review and approval of the Town Council.

Original Public Benefit (from 2012 approval)

In 2012, the original SSPUD application was approved as it was found by the Town Council to have met the principles of the Inlet Village ROA by designing, permitting, constructing, and maintaining the Riverwalk. It also provided a number of water-oriented uses, available to the public, and provided restroom facilities available to the public when the marina and/or restaurant/retail facilities are open. The applicant states that the public benefit is to, “provide a direct upgrade to the organization of the dry dock area operated by Marine Max, thus enhancing the only “working-waterfront” use on the Riverwalk.”

Proposed Public Benefit (Marine Stewardship)

As part of the 2023 Evaluation and Appraisal Review amendments, the Town Council adopted Policy 1.1.3(8) of the Conservation Element of the Comprehensive Plan which requires a Marine Stewardship Plan for developments abutting environmentally sensitive lands. While the existing accessory structures meet the technical definition of “development” in the Town Code, the increase in on site intensity is minor. The unpermitted accessory structures equal approximately 800 square foot (5 percent of the project square footage). Furthermore, the structures are considered accessory and do not implement a new use on the property beyond what the Town Council had previously approved. If not for the requested setback waiver, the application could be processed administratively. Per Section 27-1830, the application would only require any additional easements to be provided and nonconformities to be reduced, of which neither are applicable to the subject property.

The proposed application brought about the ability for the property to provide for marine enhancements that would not typically be applicable to this level of application. The applicant has noted in their statement of use and shown on their site plan the inclusion of artificial reef modules that provide environmental benefits, but do not impact the marina operations and working-waterfront nature of the development (see Attachment B – Site Plan). In order to ensure the owner completes design, installation, and long term maintenance of the proposed artificial reef modules, staff has included a condition of approval that **the applicant provide for a marine stewardship plan** within 60 days of approval. This will provide an additional public benefit on the property. Furthermore, staff has included a condition that the **Owner obtain permits for the accessory buildings** within 60 days of approval and for the applicant to **update the Master Plan to detail the area where the waiver is applicable and show the locations of the accessory structures.**

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has 11 of the 12 criteria. The criterion that is not satisfied is:

1. *The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.*

Staff comment: Should the Town Council approve the waiver, staff has provided conditions of approval to provide a marine stewardship plan in order to be compliant with the Comprehensive Plan and provide for additional public benefit.

Attachments:

Attachment A – Updated Statement of use

Attachment B – Site Plan

Attachment C – Disclosure Statement

* Please contact Garret Watson at garretw@jupiter.fl.us or 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.

Marine Max Jupiter

PUD Amendment

Justification Statement

December 13, 2024

Revised April 1, 2025

INTRODUCTION/REQUEST

On behalf of the applicant, Jupiter Inlet Marina LLC, we respectfully submit this request for approval of a Planned Unit Development (PUD) Amendment to the existing plan of record for the Jupiter Inlet Marina property.

The applicant seeks approval to amend the current PUD to allow for the formal addition of the (existing) accessory sheds on the western side of the property. These sheds are intended to support the operations of Marine Max, a key business tenant of the marina. The accessory structures will provide essential storage and operational space that will enhance the efficiency of the marina's operations and further support its commercial activities.

The sheds will be strategically located to ensure minimal impact on the surrounding environment, maintain the aesthetic character of the property, and comply with all relevant zoning, building codes, and environmental guidelines. The formal addition of these sheds to the approved site plan is integral to the continued growth and success of Marine Max and will contribute to the overall functionality of the marina, benefiting both the business and the local community by promoting a working waterfront. Furthermore, the applicant is committed to coordinating with the Reef Ball Foundation to design and install artificial reef modules along the property's waterfront boundary, to provide for the foundation of new sea life habitats.

Agent – Planner | Landscape Architect

Cotleur & Hearing

Contact: Donaldson Hearing/Zach Ciciera

1934 Commerce Lane, Suite 1

Jupiter, Florida 33458

Phone : (561) 406-1033

Owner

Jupiter Inlet Marina LLC

Contact: Patrick Koenig

505 S Flagler Drive Suite 1010

West Palm Beach, Florida 33410

Phone : (561) 655-7200 x1

PROJECT LOCATION

PCN: 30-42-41-02-03-018-0010

The property subject to this application is located at 1095 N A1A, Jupiter, Florida, and rests on the northeastern corner of US1 and NA1A. It has a future land use designation of Inlet Village Flex/Riverwalk Flex and a zoning designation of C2 Commercial General.

Table 1: Adjacent Property Land Uses

SURROUNDING LAND USES			
	FUTURE LAND USES	ZONING	LAND USE
NORTH	Intracoastal Waterway	Intracoastal Waterway	Intracoastal Waterway
EAST	Inlet Village Flex/Riverwalk Flex	C2 Commercial General	Commercial
WEST	US1	US1	US1
SOUTH	NA1A	NA1A	NA1A

WAIVER

The applicant is requesting one (1) waiver to deviate from the requirements outlined in Section 27-566 of the Town of Jupiter Land Development Regulations (LDRs). Specifically, the code requires that accessory structures be located at least 35 feet from the side property boundary. The site plan for the proposed development indicates that the structures will be positioned 17 feet from the side boundary, thus necessitating a deviation of 18 feet from the established setback requirement.

The positioning of the structures has been carefully considered to optimize the use of the site while minimizing any negative impact on the surrounding area. By locating structures closer to the side boundary, the applicant is able to avoid significant disturbances to the adjacent restaurant property, ensuring that the operations of both the marina and the restaurant remain mutually compatible. Additionally, this positioning aligns the structures with the centerline of US Highway 1, maintaining approximately 100 feet, which is in keeping with the broader spatial arrangement of the site.

This deviation will allow for more efficient use of the property while reducing the need for further disruption or the relocation of existing structures. The applicant is confident that this adjustment will have a minimal impact on the surrounding area, while also promoting the continued success of Marine Max and the marina overall.

PUBLIC BENEFIT

Pursuant to Section 27-1709(b)(1), the proposed development provides a public benefit by meeting the general planning principals and land development regulations of the redevelopment overlay

area (ROA) designated by Article IX of the Town of Jupiter Land Development Regulations. Approval of this request will provide a direct upgrade to the organization of the dry dock area operated by Marine Max, thus enhancing the only “working-waterfront” use on the Riverwalk. Marine Max provides dry dock storage to the general boat-owner rather than luxury yachts, reaching a larger clientele base. This business model accompanied by the cleanliness and organized operations of the dry dock area set Marine Max apart from other similar boat storage/sales/repair companies in the area. Since arriving in the Jupiter Inlet Village, Marine Max has strived to create a working-waterfront aligned with the vision set forth in the Town’s comprehensive plan. This request for tastefully designed accessory buildings achieves the aforementioned vision and intent of the redevelopment overlay area.

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 project is consistent with the intent of the and the Town’s Comprehensive Plan and specifically the Objectives, Policies, and Goals of the Inlet Village ROA by creating an active and working waterfront.

- (2) The proposed development is consistent with any applicable, countywide land development regulations.

RESPONSE: The project is in compliance with the land development regulations for all applicable jurisdictions. The requested waiver to reduce the side (corner) setback is minor and will cause no impact when viewed within the context of the adjacent site conditions. The setback in question directly abuts the Alternate A1A right-of-way, specifically the portion adjacent to the bridge which is at a significantly higher elevation than the subject site. In addition, the space between the bridge structure and the ROW line are clear, unused areas (by the general public) under FDOT ownership, thus further strengthening the intent and integrity of this request to reduce any and all impacts.

- (3) The proposed development is consistent with all applicable land development regulations and all other portions of this Code.

RESPONSE: The subject storage buildings are fully consistent and compliant with all applicable land development regulations of the Town of Jupiter’s zoning code and comprehensive plan. As stated in the response to criteria #2, the requested waiver to reduce the side (corner)

setback is minor and will cause no impact when viewed within the context of the adjacent site conditions. The setback in question directly abuts the Alternate AIA right-of-way, specifically the portion adjacent to the bridge which is at a significantly higher elevation than the subject site. In addition, the space between the bridge structure and the ROW line are clear, unused areas (by the general public) under FDOT ownership, thus further strengthening the intent and integrity of this request to reduce any and all impacts.

- (4) The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

RESPONSE: Given the area's active waterfront use, the subject accessory buildings have been strategically designed to blend seamlessly with the area while enhancing the working waterfront operations. It is important to note that the subject structures are not accessible to the public and are used as aesthetically pleasing storage areas for Marine Max.

- (5) The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.

RESPONSE: The subject accessory structures will cause no impact/increase on hours of operation, number of employees, traffic, or business. This upgrade is simply an enhancement to the current business operations and a significant upgrade to the organization of the dry dock area. The upgrade to the organization of the dry dock area alone provides a great benefit to the entire PUD.

- (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 subject accessory buildings will have no effect/impact on levels of service for public facilities. This request is simply to provide a tastefully designed storage area.

- (7) The proposed development does not significantly reduce light and air to adjacent properties.

RESPONSE: On the contrary, the subject storage buildings will have the opposite effect of this provision. Upgrading the storage/organizational capacity of the dry dock area will in turn have a positive affect on the light and air to adjacent property causing a cleaner, more ideal area.

- (8) The proposed development does not adversely affect property values in adjacent areas.

RESPONSE: The subject storage buildings will not adversely affect 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 subject storage buildings will have no negative effect on the improvement/development of the adjacent property. The adjacent property to the dry dock area is the Alternate AIA ROW owned by FDOT. There is adequate space for any future improvements FDOT may propose.*

- (10) The proposed development does not create noise or visual pollution.

RESPONSE: *Similar to the response to criteria #7, this proposal will only prove to provide a positive impact on noise and visual pollution rather than remaining neutral.*

- (11) The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.

RESPONSE: *Given the upgrades to the dry dock area provided by the subject storage buildings, this will in turn enhance this section of the riverwalk by upgrading the current water-oriented use. It should be noted these buildings are not located near other public facilities.*

- (12) The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

RESPONSE: *The current conditions of the PUD provide for all of the above items listed in criteria #12. The request to add storage buildings to the dry dock area of Marine Max is not directly applicable to this criteria given the PUD's current availability of pedestrian amenities.*

P&Z COMMISSION COMMENTS (March 11th, 2025)

This application was recently heard at the March 11th, 2025 Planning and Zoning Commission meeting and received unanimous recommendation for approval to Town Council. During the hearing, commissioners expressed concern regarding the number of accessory structures currently on site compared to the site plan. The commissioners determined that during their site visits prior to the meeting, they discovered additional accessory/storage structures that were not accounted for in the initial request. Following the applicant's testimony regarding the additional storage structures and to ensure full transparency with Town staff and Town Council, the applicant (Marine Max) has added 1 additional storage structure (20'L x 8'W x 8'H) to the subject site plan and has reconfigured the adjacent boat rack to maintain the required 75 dry rack spaces. Additionally, the applicant has removed all other temporary or portable storage structures on site, ensuring that the current site conditions match the subject site plan. It should be noted that all storage structures will

undergo the proper permitting processes with the Town of Jupiter and does not affect the request to reduce the side-corner setback. It is the applicant's goal and vision to maintain a working waterfront as referenced in the Town's comprehensive plan. Providing the proper storage facilities is critical to ensuring effective functionality of Marine Max service operations.

CONCLUSION

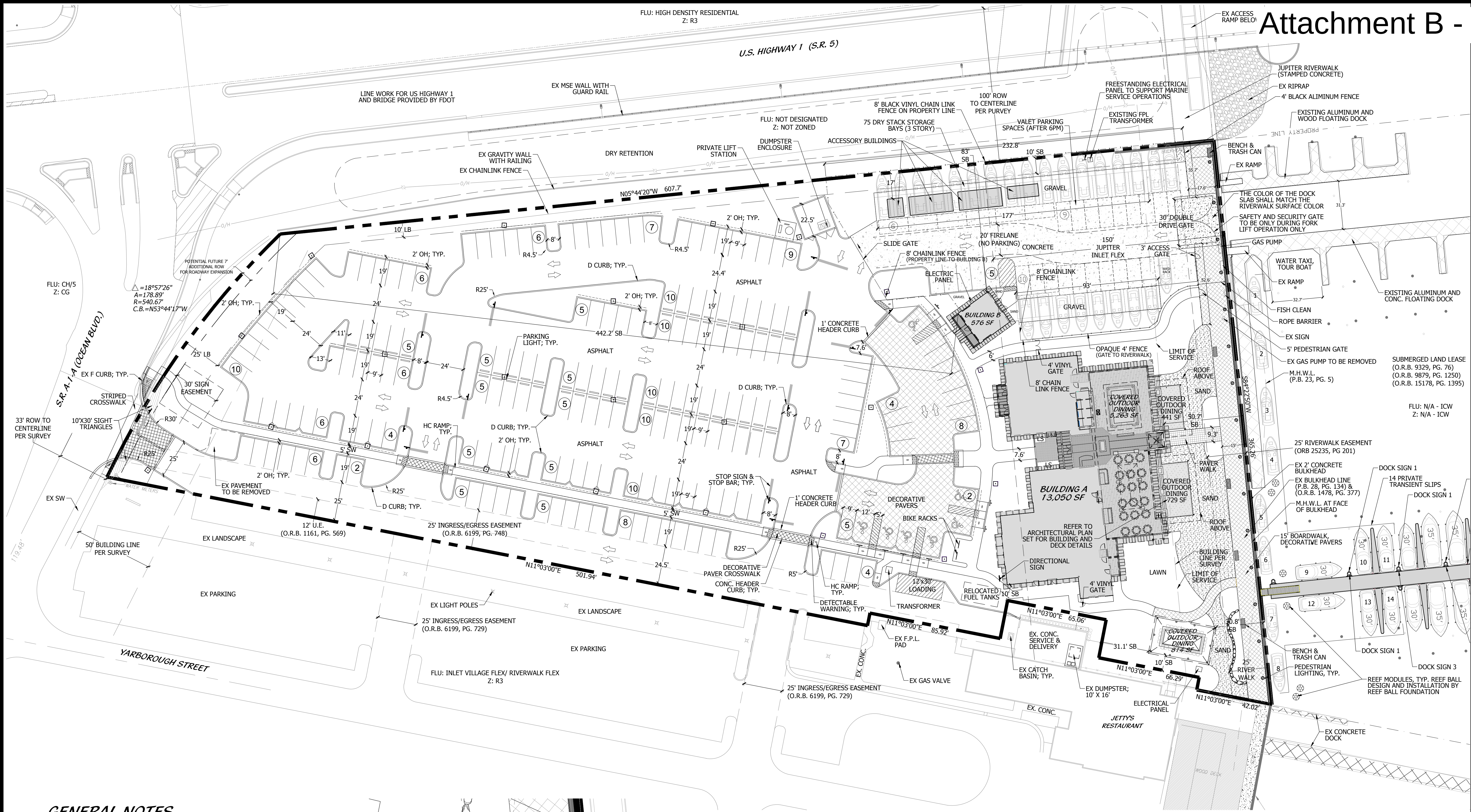
In conclusion, the proposed amendment to the Planned Unit Development (PUD) for Jupiter Inlet Marina represents a thoughtful and necessary enhancement to the marina's operations. By allowing for the formal addition of the (existing) accessory sheds to support Marine Max, the proposal will improve the efficiency of the marina while maintaining the high standards of environmental stewardship and aesthetic integrity. The sheds are carefully positioned to minimize any potential negative impacts, ensuring compliance with all relevant regulations. This amendment is a critical step in supporting the long-term success of the marina and its commercial tenants, while simultaneously benefiting the local community and fostering a thriving, sustainable working waterfront. We respectfully request approval of this PUD amendment to further the continued growth and prosperity of the Jupiter Inlet Marina.

Attachment B - Site Plan

Cotleur & Hearing

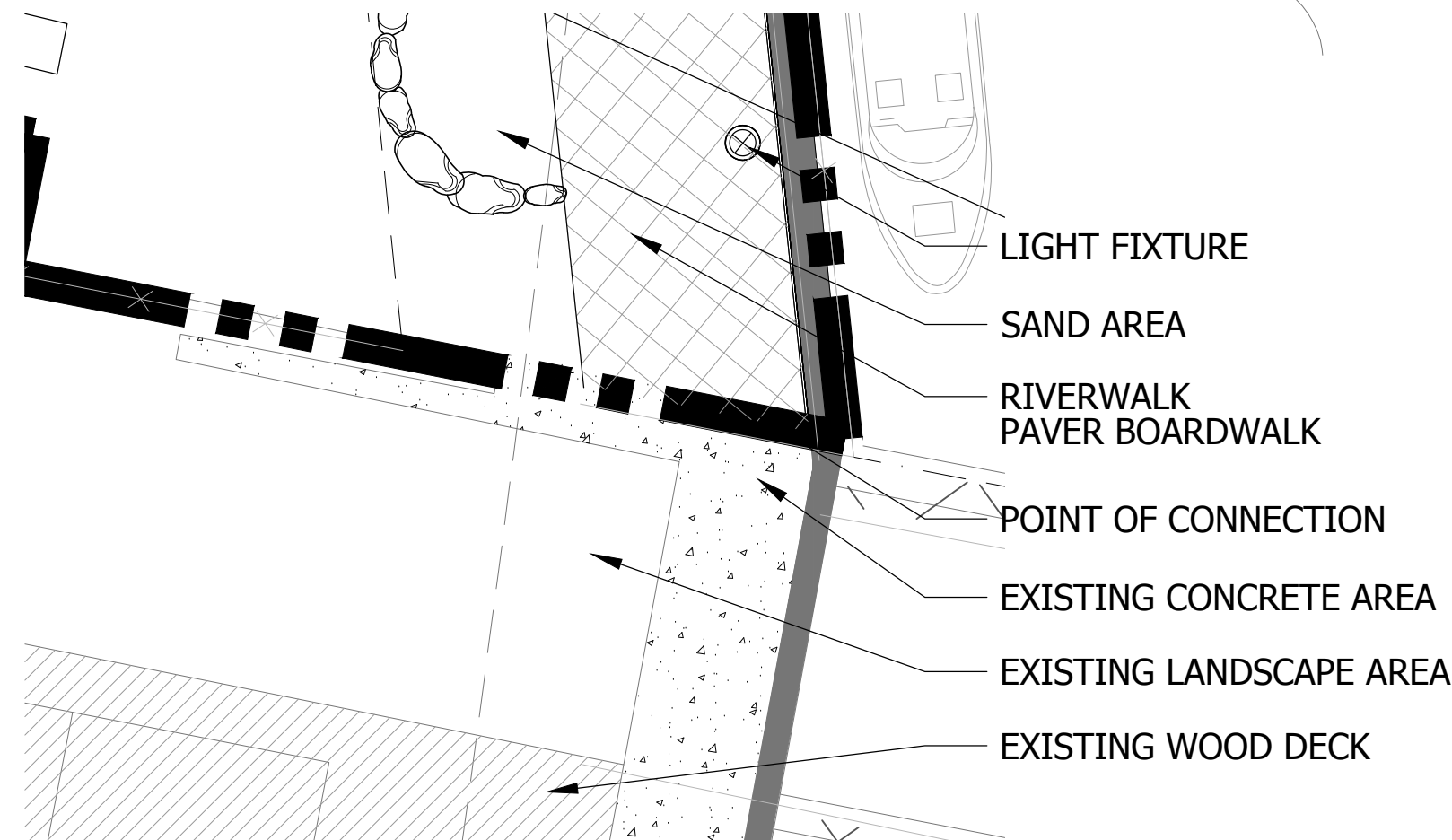
Landscape Architects
Land Planners
Environmental Consultants
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Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

Jupiter Inlet Marina
Jupiter, Florida



GENERAL NOTES

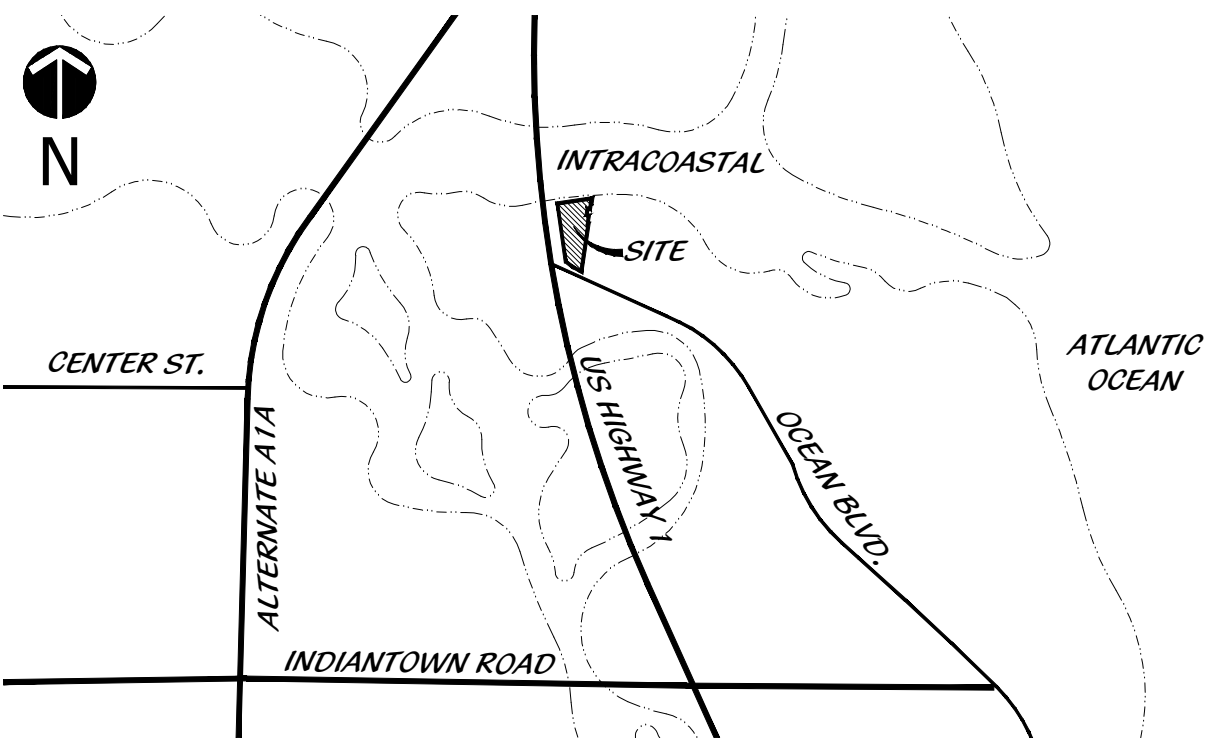
10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.
TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.
RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.
THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTD 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.
"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.
PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.
STREET LIGHTS TO BE FPL COACH LIGHTS MOUNTED ON 12' TALL POLES. LIGHT LEVELS SHALL NOT EXCEED THE MAXIMUM TO MINIMUM ESTABLISHED IN TABLE 1 OF ORDINANCE NO. 66-98.
ALL UTILITY LINES ON-SITE SHALL BE PLACED UNDERGROUND PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY.
NO SHARED PARKING SHALL BE RESERVED, EXCEPT FOR VALET SPACES APPROVED BY THE DEPARTMENT.
CONFLICTS BETWEEN LANDSCAPING AND LIGHTING SHALL BE MINIMIZED OR ELIMINATED PER SECTION 27-1675.15(e)(5).
PER RESOLUTION 62-19 CONDITION 7.A.IV OWNER IS PROHIBITED FROM SELLING, LEASING OR RENTING THESE 14 BOAT SLIPS FOR PRIVATE MARINA USE.



RIVERWALK CONNECTION TO NEIGHBORING PROPERTY

NO OFF SITE IMPROVEMENTS ARE PROPOSED AT THIS TIME

LOCATION MAP

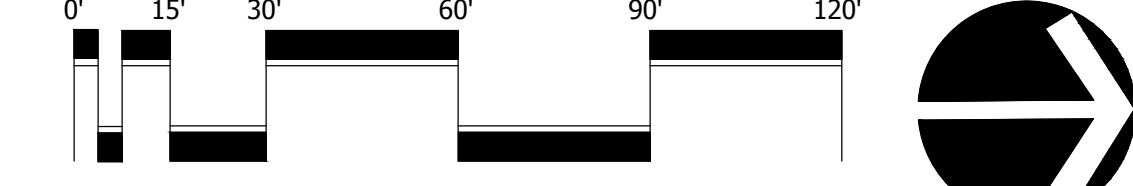


LEGEND

CONC.	CONCRETE	R	RADIUS	PARKING LIGHT
EX	EXISTING	SF	SQUARE FEET	HC SIGN
HC	HANDICAP	SB	SETBACK	STOP SIGN
LB	LANDSCAPE BUFFER	SW	SIDEWALK	RIVERWALK LIGHT
LS	LANDSCAPE	TYP.	TYPICAL	
OH	VEHICLE OVERHANG			
M.H.W.L.	MEAN HIGH WATER LINE			

Site Plan

Final Plans 12-8-2023
Final Plans 7-16-19 Resolution #62-19



Scale: 1" = 30'-0"

North

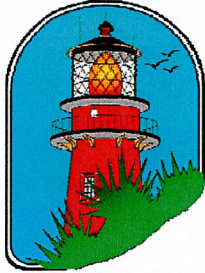
DESIGNED	EP/DEH
DRAWN	DMS/NBP/RO
APPROVED	DEH
JOB NUMBER	11-0805
DATE	11-14-11
REVISIONS	03-19-12
06-11-12	08-08-12
08-27-12	10-31-12
	Final Plans 12-21-12
	Final Plans 2-19-13
	AA Deck 2-21-14
	SHORT TERM SLIPS 6-09-14
	14 TRANSIENT SLIPS 10-14-14
	04-24-19
	05-31-19
	Final Plans 10-07-19
	Final Plans 01-02-20
10-02-23	06-28-23
Final Plans 12-11-23	08-30-23
	Electrical Panel 03-05-24
	Marine Max 04-22-24
	Marine Max 03-31-25

March 31, 2025 12:21: p.m.
Drawing: 11-0805_SEASPORT
MARINA_SP.DWG

SHEET 2 OF 3

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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 architect.

For office use only –
Project #



Disclosure of Ownership Interest – Property
Town of Jupiter
Department of Planning and Zoning
210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2323 ♦ Fax: (561) 744-3116

TO: DIRECTOR OF PLANNING AND ZONING, OR HIS OR HER
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
TOWN OF JUPITER

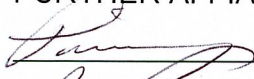
BEFORE ME, the undersigned authority, this day personally appeared
Patrick C. Rosen, hereinafter referred to as
“Affiant,” who being by me first duly sworn, under oath, deposes and states as
follows:

1. Affiant is the ☐ individual or ☒ Person in Management [position e.g.,
president, partner, trustee] of Jupiter Inter-Media LLC [name and type
of entity—e.g., ABC Corporation, XYZ Limited Partnership] that holds an
ownership interest in real property legally described on the attached Exhibit
“A” (the “Property”). The Property is the subject of an application for
Comprehensive Plan amendment or Development Order approval with the
Town of Jupiter.
2. Affiant’s address is: 505 S. Flagler Drive, Suite 1010,
West Palm Beach, FL 33401.
3. Attached hereto as Exhibit “B” is a complete listing of the names and
addresses of every person or entity having a five percent or greater interest in
the Property. Disclosure does not apply to an individual’s or entity’s interest in
any entity registered with the Federal Securities Exchange Commission or
registered pursuant to Chapter 517, Florida Statutes, whose interest is for
sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Town of Jupiter
policy, and will be relied upon by the Town of Jupiter in its review of

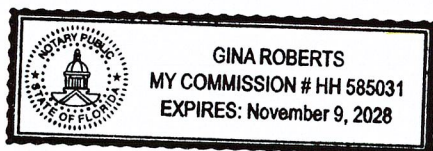
application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.
6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.


Patrick C. Koenig, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 4th day of March, 2025, by Patrick C. Koenig,
☒ who is personally known to me or ☐ who has produced
_____ as identification and who did
take an oath.




Notary Public

Gina Roberts
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: November 9, 2028

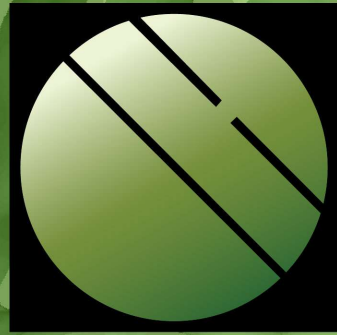
EXHIBIT “A”
PROPERTY

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percentage of Interest
BWREF II		20.5 %
SUTIKI LLC,		12.23 %
John L. Rogers		7.8 %
Greg Coleman		7.45 %
SUTIKI LLC		6.23 %



Cotleur & Hearing

Marine Max at Utiki

Small Scale PUD Amendment

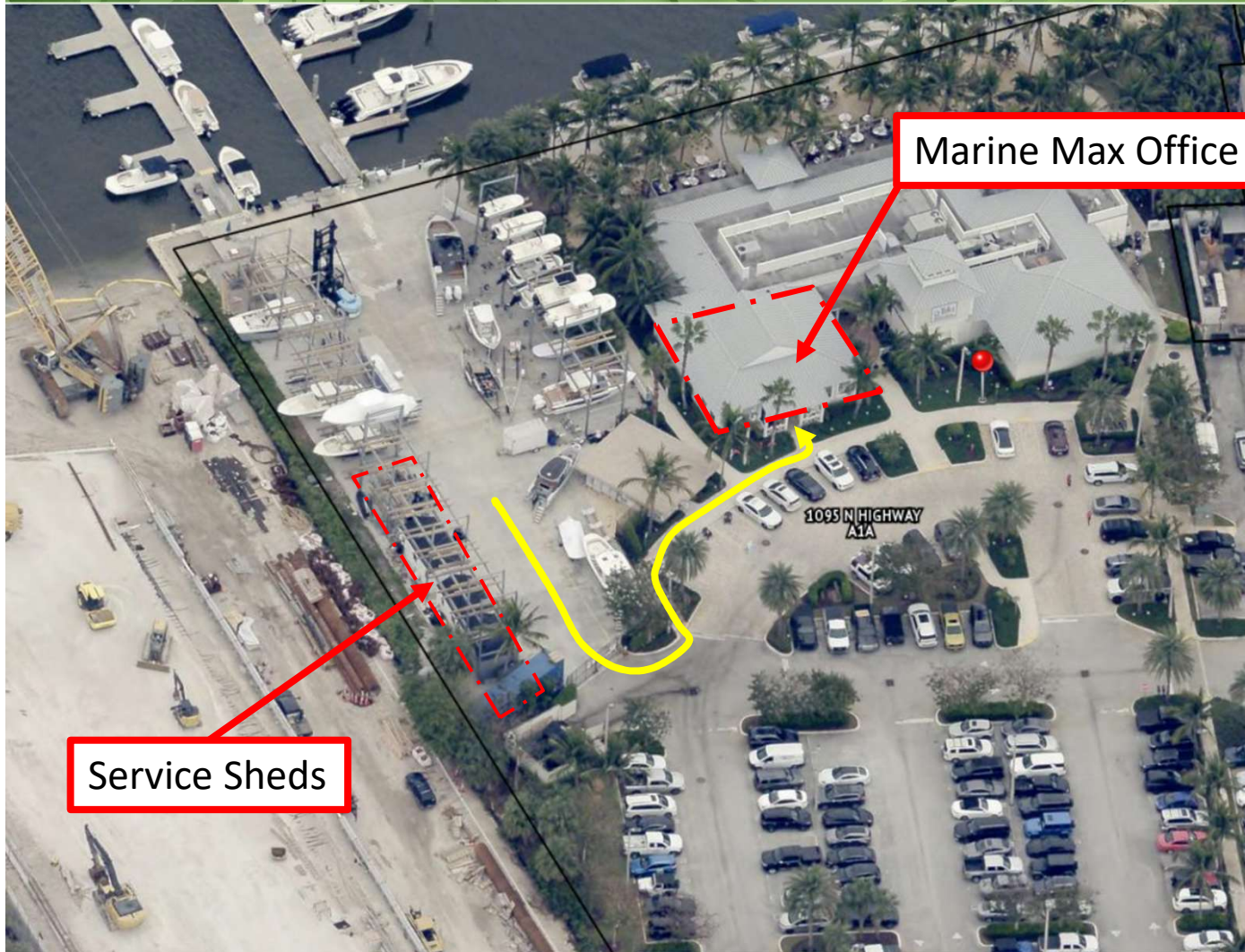
Proposal

- *We are requesting to reduce the required side corner setback along the west property boundary from **35 feet** to **17 feet**.*
- *This request will accommodate the existing accessory storage buildings located inside the boat rack area to enhance operations.*



The site is located just east of the US Highway 1 bridge. Marine Max occupies about 2,000 SF of office space within the Utiki property, including a boat service yard. Marine Max provides the only service accessible haul-out well in the Town of Jupiter and a first-class recreational boat service facility.

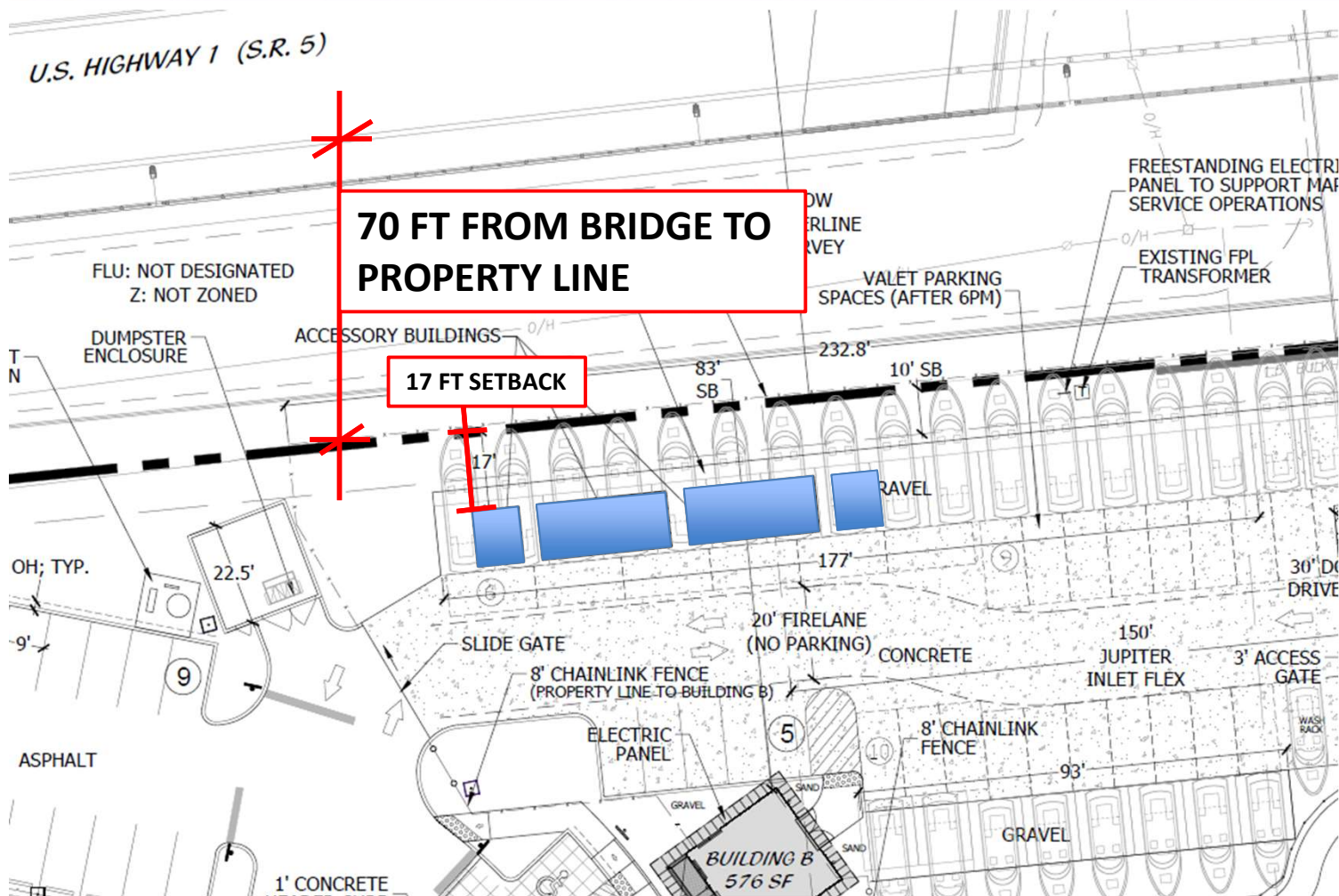
BACKGROUND



- The Marine Max team consists of two (2) departments; Service located in the boat yard, and sales/admin located in the office.
- Without the service sheds, service employees would need to walk around the gate and boat rental shop to complete a minor inventory task requiring a computer.
- The service sheds greatly enhance operations of the service team and provide a significant upgrade to service times. It should be noted, no customers are allowed within the boat yard as a safety precaution.

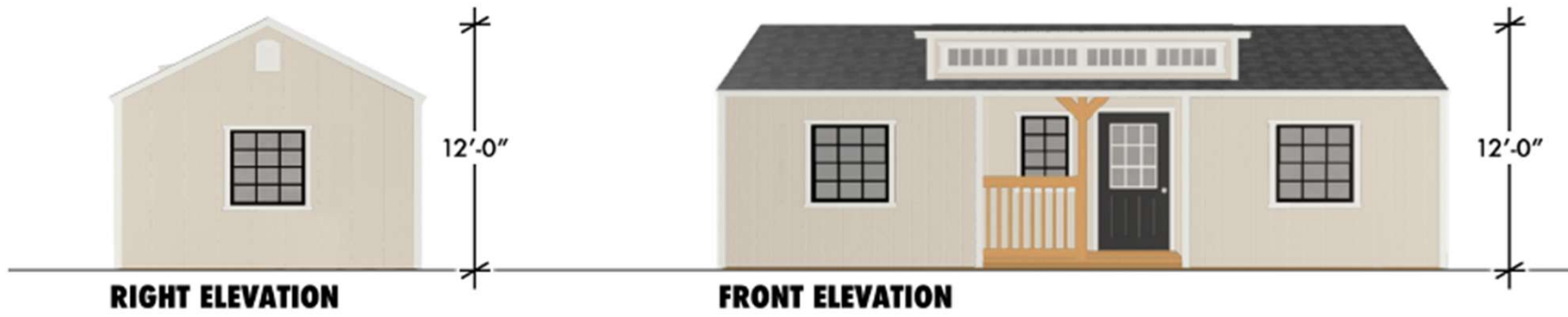
Marine Max
Jupiter, FL

PROPOSAL | SITE PLAN



- We are proposing a 17 ft setback from the service sheds to the property line.
- The side (interior) setback for this property is 10 ft. (C-2 Zoning District)
- The side corner setback is intended to protect roadway frontages, however in this unique case, this property should not be viewed as a standard corner lot in this location.

ELEVATIONS



BODY:

KESTREL WHITE
SW 7516

TRIM:

PURE WHITE
SW 7005

Marine Max
Jupiter, FL

Reef Ball Foundation



To the Town of Jupiter,

The Reef Ball Foundation is working with Cotleur & Hearing as the landscape designer to include Reef Ball modules as part of a living shoreline application waterward of 1095 N A1A, Jupiter, FL 33469

Although we would still need to complete an onsite survey of bottom depth and bottom type before the final design, the site meets our criteria for beneficial living shoreline habitat and shares similar biological characteristics to our nearby project at Sawfish Bay. The design submitted to us by Zach Ciciera, Senior Land Planner from Cotleur & Hearing, Landscape Architects • Land Planners • Environmental Consultants as a preliminary design and preliminary locations will provide excellent habitat growth and we will work with Cotleur & Hearing to finalize the design to maximize habitat growth for the project within the number of modules required or allowed for the project.

Sincerely,

A handwritten signature in black ink that reads 'Todd R Barber'.

Todd Barber

Chairman, Reef Ball Foundation
and on behalf of Larry Beggs and Reef Innovations

Reef Ball Foundation Inc. 890 Hill Street Athens, GA 30606 USA Phone: 770-752-0202 Fax: 770-360-1328
Todd Barber Nokomis Home Office (941) 720-7549
Reef Innovations Plant: 1126 Central Ave, Sarasota, FL 34236 (941) 330-0501 Larry Beggs 941 650-2519

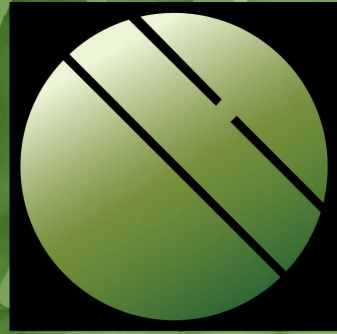
Although this document is freely available to anybody involved with the project, it does contain proprietary information, personal contact information and other sensitive information so please only share on a need to know basis.

The applicant has collaborated with the Reef Ball Foundation to develop the most effective design in promoting new habitats.

As a result of that collaboration, the design reflected on the site plan has been certified by the foundation and will provide the most ecological benefit to the area.

The Reef Ball Foundation has worked with the Town to install the artificial reef modules in Sawfish Bay Park.

Marine Max
Jupiter, FL



Cotleur &
Hearing

Thank you

TOWN OF JUPITER
Authorizing a Health Insurance Premium Holiday



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Health Insurance Fund - Premium Holiday

EXECUTIVE SUMMARY

In December of 2014 the Town created through resolution 84-14 a health insurance fund for the purpose of maintaining a separate account for the exclusive purpose of providing funding for insurance programs of the Town. The partially self-insured health insurance program that took effect on January 1, 2015 was, and still is, the most cost-effective method of providing health and other insurance benefits to Town employees. The program provides our employees with access to an excellent health network while the insurance provider (currently BC/BS of Florida) administers and manages the plan for the Town.

Since the inception of the health insurance fund, the fund balance has changed from year to year based on claims and premiums paid into the fund by the Town and its employees each month. Currently, the Town pays 90% of the total premium and participating employees pay 10% of the total premium (90/10). Part of the annual evaluation of the fund is outlined in Florida Statute 112.08 which requires self-funded plans sponsored by local governments to submit an annual filing to the Florida Office of Insurance Regulation documenting plan experience and financial position. The filing must include an actuarial memorandum signed by a certified actuary that opines on the actuarial soundness of the plan. The fund must maintain at least a 60-day surplus to be viewed as being sound. In the years following the creation of the fund, it was difficult to maintain a surplus because not enough time had passed to build sufficient reserves, and because claims and rates had not kept up with claim volume. Between 2018 and 2021, the Town increased rates 10% each year except for 2021 where only a 5% increase was needed in order to build reserve liquidity. As part of its annual budget process, the Town Council reviews the fund's reserve balance to ensure the fund maintains the liquidity needed to support future claims and funding goals, and has established a reserve goal of \$10 million.

Over the past five years, claims amounts have stabilized, which has allowed the insurance fund to experience an operating gain of approximately \$5.5 million during calendar years 2020 - 2024. The resulting accumulated surplus as of December 31, 2024 was \$10.9 million, which exceeds the 60-day safe harbor number required by the state of Florida and exceeds the Council goal of \$10 million by \$910,499. During the FY 2025 budget discussions, the Town Council expressed a desire to explore a "premium holiday" provided the fund remained stable and exceeded its reserve goal. This premium holiday would allow the stakeholders of the fund (participating Town Employees and the Town's taxpayers) to receive a dividend on their investment in the fund. In addition, a premium holiday encourages employees to continue with healthy practices to maintain fund stability.

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

ANALYSIS

Should Council approve resolution 50-25, Staff will implement a one-time premium holiday for May and June of 2025. The \$910,499 in funding in excess of the Council's \$10 million reserve goal will be used to cover \$112,438 for participating employees' portion of the premiums, and \$976,431 for the Town's portion of the premiums. The two months of estimated premium savings is slightly more than the \$910,499 targeted reduction, or \$178,370. This overage is estimated to be made up before the end of the calendar year. Two months of premium holiday savings for a participating employee with employee-only coverage would be approximately \$172. For a participating employee with family coverage the savings would be approximately \$505.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Resolution 50-25 premium holiday
2. Premium Holiday 2024 Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-5134.

RESOLUTION NO. 50-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING RESOLUTION 107-24, THE TOWN'S BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR A REDUCTION IN HEALTH INSURANCE PREMIUMS TO THE TOWN'S INSURANCE FUND CAUSED BY NOT COLLECTING HEALTH INSURANCE PREMIUMS FOR THE MONTHS OF MAY AND JUNE 2025; HEREIN REFERED TO AS A PREMIUM HOLIDAY PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2024, pursuant to Resolution 107-24, the Town Council of the Town of Jupiter adopted its Fiscal Year 2024-2025 Budget and Pay Plan which contains the Town's insurance fund; and

WHEREAS, in December of 2014, the Town Council adopted Resolution 84-14, creating a separate insurance fund for the purpose of accounting for and providing funding for insurance programs of the Town; and

WHEREAS, the insurance fund receives annual premiums which are collected from Town employees and the Town; and

WHEREAS, the annual premiums collected from Town employees and the Town are used to pay claims and administrative costs of the Town's insurance plan; and

WHEREAS, in accordance with Florida Statute 112.08 the Town's insurance fund is annually evaluated by an actuary and its findings on the actuarial soundness of the Town's Insurance Plan and the annual financial position of the fund is reported to the Florida Office of Insurance Regulation; and

WHEREAS, the Town Council though its annual budgetary processes evaluates the Insurance Plan and sets premiums accordingly to stabilize the insurance fund and create adequate reserve balances to fund the Insurance Plan; and

WHEREAS, the Town Council though its annual budget process has established a reserve balance funding goal of \$10 million to assure the insurance fund has adequate funding to maintain premium levels and to pay future costs;; and

WHEREAS, the Town Council directed that once the insurance fund reserve balance exceeds its funding goal of \$10 million that a premium holiday could be considered to reduce premium costs to participants of the plan; and

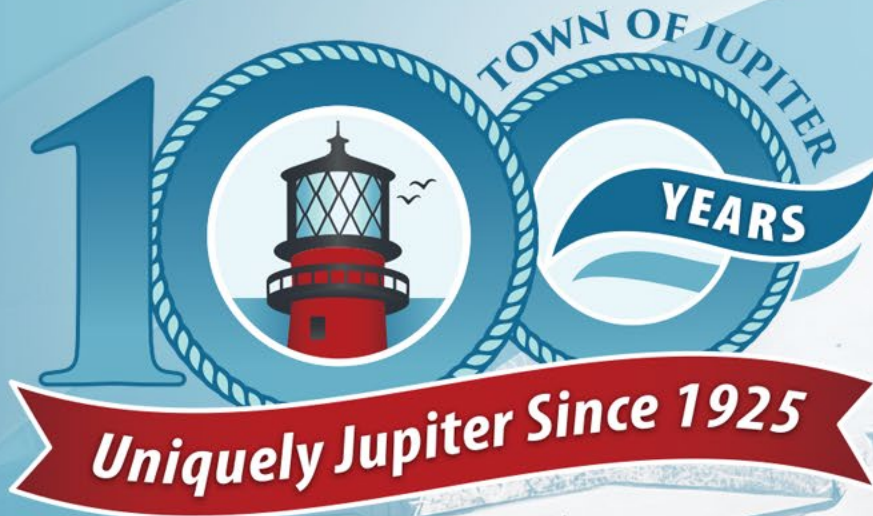
**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF
THE TOWN OF JUPITER, FLORIDA:**

SECTION 1. The Town Council hereby amends Resolution 107-24, the Town's Budget for Fiscal Year 2024-2025 to provide for a health insurance premium holiday for town employees, and the Town.

SECTION 3. To the extent not amended herein, all other provisions of the Annual Budget for Fiscal Year Ending September 30, 2025 remain in full force and effect.

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

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



Health Insurance Premium Holiday Calendar Year 2024



Why are we here?

- Annually the Town reviews through its budget process the Town's funding needs for its health insurance benefit program for its employees.
- Through this evaluation the Town Council has established a funding goal of \$10 million for its reserve balances.
- Council expressed that once the Insurance fund reaches its goals that it may be appropriate to provide for a premium holiday for participating employees and Town.
- Adoption of resolution 50-25 allows for a premium holiday for the months of May and June, 2025.

Town of Jupiter Insurance Fund History:

- December 2014: Town Council creates the Town's insurance fund and appropriates start-up funding.
- January 1, 2015: The Town moves from a fully-insured to a partially self-insured model.
- The Town's insurance fund initially struggled due to low rates and high annual claims cost.
- The Town implemented rate increases from 2018 – 2021 to stabilize fund.
- Historical Rate Model: 80% paid by the Town 20% paid by the employee 80/20. In FY 2024 the Town switched to a 90/10 model to assist employees.



Historical Claims Expense Vs. Reserve Balances

- Claims expenses exceeded reserve balances until calendar year 2020.
- The Town implemented an annual 10% rate increase each year from 2018 through 2020, 5% in 2021.
- The rate increases stabilized the fund and met/exceeded state required reserve.
- 2024 year-end claims cost = \$4.9 million.
- 2024 year-end reserve balance = \$10.9 million.
- Claims costs have stabilized over time and no rate increases have been required since 2021.



The Fund Has Achieved its Reserve Goals, Now What?

- At the end of each calendar year, the Town reviews its reserve targets and claims costs, which are reported to the State of Florida Office of Insurance Regulations.
- If the fund exceeds projected reserve levels of \$10 million for the year, , a “Premium Holiday” can be considered for plan participants.
- At the end of the 2024 reporting year, the fund exceeded its \$10 million goal by \$910,499.
- The Town is in a position to offer a Premium Holiday for May & June 2025.

TOWN OF JUPITER	
INCOME STATEMENT 2024	
FUND 010 INSURANCE FUND	
January 1, 2024 to December 31, 2024	
Revenues	
Deposits	8,886,940
Transfers	-
Total Revenues	\$ 8,886,940
Expenditures	
Other Contractual Services	391,178
Dental Insurance	271,020
Vision Insurance	29,606
Stop Loss Premiums	544,436
Health Insurance Claims	4,883,327
Opt Out	107,550
H.S.A. Contributions	785,712
Life, LTD, EAP & AD&D Ins	257,815
Total Expenditures	\$ 7,270,643
Fund Balance at Beginning of Year 01/01/2024	\$ 9,294,203
2024 Surplus	\$ 1,616,297
Fund Balance as of 12/31/2024	\$ 10,910,499

Policy and Practice Questions for Premium Holidays:

- **Who is eligible for the premium holiday?** All full-time or part-time, benefits-eligible employees who are currently enrolled in the Town's medical plan. Retirees and employees who opt out are not eligible.
- **Will my dental or vision insurance be affected by the Premium Holiday?** No. Deductions for premiums associated with dental and vision will continue normally.
- **Will employees who currently opt out of medical coverage get any extra money in their paychecks?** No. The premium holiday only applies to active employees enrolled in the Town's medical plan.
- **Can I expect to receive premium holidays in future years?** The Town will continue to review and monitor plan activity annually and make recommendations based on plan performance.

What Does the Premium Holiday Mean for Employees:



- Two months of premium holiday savings for employee only in the H.S.A. plan = **\$172**
- Two months of premium holiday savings for Family H.S.A. plan = **\$505**

Health Insurance Premium Holiday			
	Monthly Premium		
	Employee	Town	Total
PPO Plan			
Employee Only	85.74	780.72	866.46
Employee + 1	172.12	1,511.54	1,683.66
Family Plan	252.99	2,313.70	2,566.69
HMO Plan			
Employee Only	301.37	758.48	1,059.85
Employee + 1	672.96	1,458.54	2,131.50
Family Plan	1,033.58	2,179.76	3,213.34
Two Months of Holiday Premiums			
PPO Plan			
Employee Only	171.48	1,561.44	1,732.92
Employee + 1	344.24	3,023.08	3,367.32
Family Plan	505.98	4,627.40	5,133.38
HMO Plan			
Employee Only	602.74	1,516.96	2,119.70
Employee + 1	1,345.92	2,917.08	4,263.00
Family Plan	2,067.16	4,359.52	6,426.68

How will this affect the FY2025 budget?

- If authorized, there will be a reduction in premium revenue to the fund which will require the use of fund reserves.
- The use of reserves is intended to reduce the balance to \$10 million by year-end.

Estimated Savings for Participants		
May - Est.		
Employee	56,009	10%
Town	486,291	90%
Subtotal	542,300	
June - Est.		
Employee	56,429	10%
Town	490,140	90%
Subtotal	546,570	
Total Holiday	<u>\$1,088,869</u>	

Questions

TOWN OF JUPITER
Selection of Town of Jupiter Vice-Mayor 2025-2026.



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Laura Cahill, Town Clerk
SUBJECT	Selection of Town of Jupiter Vice-Mayor 2025-2026.

EXECUTIVE SUMMARY

Pursuant to the Town of Jupiter's Code; Article V. Municipal Organization and Officers, Section 1. – Duties of Mayor and Vice-Mayor. -

"The Mayor shall preside at meetings of the [town] council, [and] shall be recognized as head of the town government for all ceremonial purposes, but shall have no administrative duties. The Vice-Mayor shall act as mayor during the absence or disability of the Mayor, and likewise shall have no administrative duties. As soon as practical after the general election has been completed, the [town] council shall elect the vice-mayor from among their [its] number. The Mayor shall sign all deeds, bonds, or other instruments of writing, relating or pertaining to real estate, to which the town is a party, except that the [town] council may delegate this power to the town manager."

ANALYSIS

The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and likewise shall have no administrative duties. As soon as practical after the general election has been completed, the Council shall elect the Vice-Mayor from among their number.

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. Vice-Mayor Elected 2014-2024

FUNDING SOURCE

*Funding is not necessary for this request.

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

**Vice-Mayors Elected
2014 –2024**

March 2014	Ilan Kaufer
March 2015	Jim Kuretski
March 2016	Ilan Kaufer
March 2017	Wayne Posner
March 2018	Ron Delaney
March 2019	Jim Kuretski
March 2020	Ilan Kaufer
April 2021	Cameron May
April 2022	Ron Delaney
April 2023	Cheryl Schneider
August 2023	Ron Delaney
April 2024	Malise Sundstrom

TOWN OF JUPITER
Approval of Town's Charitable Donations for 2025



DATE	April 15, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Approving the Town's Charitable Donations for 2025

EXECUTIVE SUMMARY

Staff seeks Town Council's approval of funding for local non-profit and charitable organizations. Since 2003, the Council has contributed in support of tax-exempt non-profit organizations serving the Jupiter area who seek to improve quality of life and/or offer valuable programs and services to Town residents that are not offered by the Town. The FY 2025 General Fund operating budget includes \$50,000 for this program.

This year, 22 organizations requested funding totaling \$179,300. This amount is \$129,300 over the budgeted amount of \$50,000 for the program.

The chart below summarizes the applicants, program descriptions, application categories, requested funding amounts, and last year's funding (if applicable):

Organization	Program Description	Application Category	2025 Requested Amount	2024 Funding through this program
Andrew Red Harris Foundation, Inc.	The restoration of the three badly deteriorated islands just north of Cato's Bridge.	Environment/conservation program	\$5,000	N/A
AustinBlu Foundation	Free classes to anyone that wishes to participate in a Boating Safely class.	Environment/Conservation program. Education/youth program	\$10,000	N/A
Busch Wildlife	Free medical and rehabilitative care to injured, sick or orphaned wild animals on-call services. Environmental education programming and	Environment/conservation program	\$10,000	N/A

	community outreach programs.			
Childrens Health And Mentor Program Inc. (dba CHAMP)	Free recreational activities to special needs individuals of all ages.	Disability services	\$1,800	\$1,000
Cristy's School Supply Fund	Free backpacks and school supplies for children in local schools.	Education/youth program	\$5,000	N/A
First United Methodist Church of Jupiter	The Weekend Food Bag Program is a community outreach program supported by First United Methodist Church of Jupiter-Tequesta. The program is designed to help address the problem of chronic hunger among elementary-age children in our local public schools.	Food/shelter/job assistance	\$5,000	N/A
Girl Scouts of Southeast Florida, Inc.	The Girl Scout Leadership Experience (GSLE) develops girls of courage, confidence, and character through four essential pillars: STEM education, outdoor activities, life skills, and entrepreneurship.	Education/youth program	\$10,000	N/A
Gulfstream Goodwill Industries, Inc.	The capabilities Program, a robust day program for adults with intellectual and developmental disabilities - some of the communities' most severely disabled residents attend this program on a daily basis.	Disability services	\$50,000	N/A
HealthyMe (MyClinic, Inc. DBA HealthyMe)	Hospital Discharge Assistance Program which is part of the overall Care Coordination/Navigation Program. It provides referrals, linkages and information to help individuals and families who have limited resources	Health services	\$5,000	N/A

	access the care and services.			
Horse Assisted Learning & Therapy (H.A.L.T.)	Horses & Heroes is a 10-week program to support U.S. Veterans' mental health.	Health services	\$5,000	N/A
Jupiter Tequesta Repeater Group	Emergency support during natural disasters, assisting local municipalities and emergency responders in South Florida (primarily the Jupiter Community).	Emergency Communication	\$2,000	N/A
Kiwanis Club	College scholarships for local HS students.	Education/youth program	\$5,000	\$1,000
Merciful Heavens	Free Thanksgiving Meal to low-income residents including seniors.	Food/shelter/job assistance	\$10,000	\$3,000
Palm Beach Shakespeare Festival, Inc.	Fully-produced, professional production of Shakespeare's King Lear at the Seabreeze Amphitheater.	Cultural/history program	\$5,000	\$5,000
Restoration Bridge International	Mobile food distribution program, including two in Jupiter: Cabana Colony and Generation Church.	Food/shelter/job assistance	\$10,000	\$5,000
Sea Turtle Adventures, Inc.	Social Events, Travel Club and Day Program for individuals with moderate to severe autism and related intellectual and developmental disabilities.	Disability services	\$2,500	\$1,000
St. Vincent de Paul of St. Peter	Financial aid including critical bill assistance for people in temporary crisis.	Food/shelter/job assistance	\$3,000	\$2,500
The Friends of Jupiter Beach, Inc.	Cleaning and maintaining the 2.5-mile stretch of Jupiter dog beach to include A1A roadway on both sides and Ocean Cay Park.	Environment/conservation program	\$5,000	\$5,000
The New Studio for the	Low-cost art workshops and after school programs,	Cultural/history program.	\$5,000	N/A

Visual Arts of Jupiter, Inc.	storytelling series, and art shows.	Education/youth program		
The Pearl Mae Foundation	Pearl's Pantry is a food program for low-income Seniors with its own case managers and a registered nutritionist providing oversight.	Food/shelter/job assistance	\$15,000	\$2,500
Trustbridge Hospice Foundation	End-of-life medical care (hospice) services for Town residents.	Health services	\$5,000	\$1,000
Wildblueseas	Expansion of the Mangrove Project (educational events and outreach with business partners) and initiate Vertical Oyster Gardens this summer.	Environment/conservation program	\$5,000	N/A
	Total		\$179,300	

ANALYSIS

Staff analyzed the applications received and determined that 20 area organizations are eligible to receive funding based on minimum eligibility requirements of submitting an application by the deadline and: (1) Having an IRS tax status of Not-For-Profit, (2) serving the Town of Jupiter service area, and (3) Delivering a service not currently provided by the Town of Jupiter. The available \$50,000 of funding was divided between organizations based on the number of residents served annually to determine possible funding levels.

Based on this formula and if Council so wishes, organizations that serve all of the Town residents annually (60,000+) could receive a \$5,000 donation unless they requested less (Jupiter Tequesta Repeater Club); organizations that serve over 5,000 residents could receive a \$3,500 donation; organizations that serve over 1,000 residents could receive a \$3,000 donation; organizations that serve over 500 residents could receive a \$2,500 donation; organizations that serve 100 or more residents could receive a \$2,000 donation; and organizations that serve fewer than 100 residents could receive a \$1,000 donation:

Organization	Number of Jupiter residents served (per application)	Possible Funding level
	60 000 or more	
Andrew Red Harris Foundation, Inc.	62 000	\$5,000
Busch Wildlife	61 291	\$5,000
Jupiter Tequesta Repeater Group	60 000	\$2,500
The Friends of Jupiter Beach, Inc.	61 333	\$5,000
Wildblueseas	62 000	\$5,000
	5000 or more	
Restoration Bridge International	8500	\$3,500
	1000 or more	
Palm Beach Shakespeare Festival, Inc.	2500	\$3,000
The New Studio for the Visual Arts of Jupiter, Inc.	2000	\$0
	100 or more	
Austinblu Foundation	325	\$2,000
Cristy's School Supply Fund	700	\$2,000
First United Methodist Church of Jupiter	247	\$2,000
Girl Scouts of Southeast Florida, Inc.	490	\$2,000
HealthyMe (MyClinic, Inc. DBA HealthyMe)	507	\$2,000
Horse Assisted Learning & Therapy (H.A.L.T.)	120	\$2,000
Merciful Heavens	550	\$2,000
St. Vincent de Paul of St. Peter	140	\$2,000
	Under 100	
Childrens Health And Mentor Program Inc. (dba CHAMP)	50	\$1,000
Gulfstream Goodwill Industries, Inc.	29	\$1,000
Kiwanis Club	5	\$0
Sea Turtle Adventures, Inc.	60	\$1,000
The Pearl Mae Foundation	80	\$1,000

Trustbridge Hospice Foundation	12	\$1,000
	Total	\$50,000

Kiwanis Club and The New Studio for the Visual Arts of Jupiter were not considered for funding at this time. Kiwanis Club did not utilize the 2024 donation of \$1,000 from the Town during the last program year. Although the Kiwanis Club typically provides 3 to 8 scholarships per year, the organization did not award any in 2024. The Kiwanis Club holds its scholarship funds in a foundation account, and these funds can only be used for scholarships per the original foundation documents. The unused funds from 2024 should be available for scholarships in 2025.

The Visual Arts of Jupiter, Inc. did not meet the established eligibility requirement of delivering a service not currently provided by the Town of Jupiter. Per the application, the organization offers art classes, art shows, storytelling, and after-school programming that is currently offered by the Town of Jupiter.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Charitable Donations History
2. Applications Received

FUNDING SOURCE

Approved in Budget	\$50,000	Sources: 00110011-582000 Aid to Private Orgs.
Additional Funding Requested	\$	Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager, at SatuO@jupiter.fl.us or 561-741 2524.

Attachment 1

2020-2024 Town Council Charitable Donations History						
Organization	2025 request	2024 Awarded	2023 Awarded	2022 Awarded	2021 Awarded	2020 Awarded
American Youth Soccer Organization	\$ -		\$ 2,500.00	\$ 5,000.00	\$ -	\$ -
Andrew Red Harris Foundation	\$ 5,000.00		\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
AustinBlu Foundation	\$ 10,000.00		\$ -	\$ 10,000.00	\$ -	\$ -
Beach Buckets Foundation	\$ -	\$ 5,000.00				
Chasin a Dream Foundation	\$ -	\$ 1,000.00	\$ 2,500.00			
Children's Health and Mentor Program (CHAMP)	\$ 1,800.00	\$ 1,000.00	\$ -	\$ 2,500.00		
Cristy's School Supply Fund	\$ 5,000.00					
Dwyer HS Project Graduation	\$ -		\$ -	\$ -	\$ -	\$ -
El Sol	\$ -	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
First United Methodist Church of Jupiter	\$ 5,000.00					
FL Outreach Center for the Blind	\$ -	\$ 1,000.00				
Girl Scouts of Southeast FL	\$ 10,000.00					
Gulfstream Goodwill Industries	\$ 50,000.00					
HealthyMe (MyClinic)	\$ 5,000.00					
Horse Assisted Learning & Therapy (HALT)	\$ 5,000.00					
Humane Society of Greater Jupiter/Tequesta dba Furry Friends	\$ -		\$ -	\$ -	\$ 10,000.00	\$ 5,000.00
Jupiter First/Boy Scouts	\$ -	\$ 2,500.00	\$ -	\$ 4,800.00		
Jupiter HS Project Graduation	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 1,000.00
Jupiter Inlet Foundation	\$ -		\$ -	\$ -	\$ 15,000.00	\$ -
Jupiter Middle School Academic Programs	\$ -		\$ 5,000.00	\$ -	\$ -	\$ -
Jupiter Tequesta Repeater Club	\$ 2,000.00		\$ -	\$ 1,000.00	\$ -	\$ -
Kiwanis Club	\$ 5,000.00	\$ 1,000.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -
Loxahatchee River Historical Society, Inc.	\$ -		\$ -	\$ -	\$ 6,000.00	\$ 5,000.00
Maltz Theater	\$ -		\$ -	\$ -	\$ -	\$ 20,000.00
Merciful Heavens	\$ 10,000.00	\$ 3,000.00	\$ 2,500.00	\$ -	\$ 10,000.00	\$ -
National Autism Registry, Inc	\$ -		\$ -	\$ -	\$ 5,000.00	\$ 1,000.00
National Alliance on Mental Illness	\$ -	\$ 1,000.00				
Palm Beach County Food Project	\$ -	\$ 3,000.00				
Palm Beach Shakespeare Festival, Inc.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00
Peace, Love, Music Inc.	\$ -		\$ -	\$ 2,500.00		
Restoration Bridge International	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00		
Sea Turtle Adventures	\$ 2,500.00	\$ 1,000.00	\$ 2,500.00			
St Vincent de Paul	\$ 3,000.00	\$ 2,500.00				
The New Studio for Visual Arts	\$ 5,000.00					
The Pearl Mae Foundation	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00			
The Bush Wildlife Sanctuary	\$ 10,000.00		\$ 5,000.00	\$ 7,500.00	\$ 10,000.00	\$ 5,000.00
The Friends of Jupiter Beach	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00		
Trustbridge Hospice	\$ 5,000.00	\$ 1,000.00				
West Jupiter Community Group (Edna Runner Tutoring Center)	\$ -	\$ 2,500.00				
WildBlueSea	\$ 5,000.00					
William R Dwyer HS	\$ -		\$ 2,500.00			
			\$ -			
	\$ 179,300.00	\$ 46,500.00	\$ 50,000.00	\$ 75,800.00	\$ 63,000.00	\$ 43,500.00

Town Council Support for Community Organizations (Charitable Giving) - Submission #54017

Date Submitted: 1/12/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Joseph

Contact Last Name*

Mercurio

Role in the Organization

President

Please provide your title in the organization.

Organization Name (must be 501(c)3 serving Jupiter area to be considered)*

St Vincent de Paul of St Peter

Address1*

1701 Indian Creek Parkway

Address2

City*

Jupiter

State*

FL

Zip*

33458

Contact Phone*

(973) 906-3529

Contact Email*

svdpsp.president@gmail.com

501(c)3 Designation*

501(c)(3) IRS Determination Letter.pdf

Please upload a copy of your organization's 501(c)3 designation. If no documentation is provided, the application cannot move forward.

990 Form

Form 990.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$3,000.00

Program Description

We help individuals and families who are temporarily unable to make ends meet due to unforeseen circumstances. They may be on the verge of eviction, without or soon to be without electricity or running water, unable to get to work due to broken down vehicles, etc. Many of these people were holding it together and managing to get by day to day until a sudden financial crisis strikes them. There are many reasons why and it can be just one unexpected hardship that puts them in a hole from which they can't recover without the help of organizations like St Vincent de Paul. We also work with the homeless by providing them with temporary hotel stays, gift cards for food, clothing and gas and by also referring them to other agencies that are better equipped to provide housing solutions.

We help people in times of a temporary financial crisis so they can get back on their feet. We provide full or partial payment of critical bills such as rents, rental deposits and mortgages, utilities (electricity, water, sewer, phone), car payments, car repairs, car insurance, food and gas cards, bus passes, essential furniture (beds, mattresses), essential clothing, short term hotel stays and transportation (bus, train, or airfare) when

relocation is needed to ensure a better or safer life. We are a group of 25 volunteers who dedicate our time and talents to help people in our local community when they have nowhere else to turn. Our volunteers participate on a weekly phone duty assignment using one of our two dedicated cell phones (English and Spanish), taking calls from people in need and presenting their needs to our four board members for review. Most of the process is done virtually through phone and email correspondence.

We serve individuals and families regardless of religion, gender, race, ethnicity, sexual orientation, political views and affiliations.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Please see our progress report submitted on January 9, 2025 for the seven-month period ended December 31, 2024.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$84,063 (FY ended 9/30/24 actual)

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$600

of Jupiter Residents Served Annually

140 individuals / families (FY ended 9/30/24 actual)

Names of Board Members

Joseph Mercurio (President)
Judy Collins (Vice President)
Laura Boscia (Secretary)
Jerry Daltorio (Treasurer)

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

The Quantum Foundation - \$25,000
Jonathan's Landing Cares - \$25,000
4 Individual Donors of \$10,000 - \$40,000

Please list your other major funders and amounts here (\$10,000+).

Additional Information

As you can see from our IRS 501(c)(3) Determination Letter issued in 2005, we were originally incorporated as St. Vincent de Paul Salvage Store of West Palm Beach Inc. Our legally incorporated name has not changed, but we do business as St. Vincent de Paul of St. Peter in Jupiter and our conference is located in Jupiter. We share our 501(c)(3) status with other St. Vincent de Paul conferences in Palm Beach county, but are autonomous in all other respects (i.e., fund raising, providing financial assistance to those in need, etc.). Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54114

Date Submitted: 1/21/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Scott

Contact Last Name*

Harris

Role in the Organization

President

Please provide your title in the organization.

Organization Name (must be 501(c)3 serving Jupiter area to be considered)*

Andrew Red Harris Foundation, Inc

Address1*

18230 River Oaks Dr

Address2

City*

Jupiter

State*

FL

Zip*

33458

Contact Phone*

561 718 7348

Contact Email*

scott@groupinsurancesolutionsinc.com

501(c)3 Designation*

501C3 IRS Determination letter ARHF.pdf
Please upload a copy of your organization's
501(c)3 designation. If no documentation is
provided, the application cannot move forward.

990 Form

990 2023.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$5000

Program Description

To harden and restore the three badly deteriorated islands just north of Cato's Bridge.

If this project is not completed the islands will disappear for all time in the next few years.

The town is not yet engaged in this project.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

The Town has funded us many times over the past 9 years to build offshore artificial reefs.

we have built a mile long reef trail 1.25 miles NE of the Jupiter Inlet in 58' feet of water and another mile long reef trail in 80' off Juno.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$1,000,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

less than \$0.01, it benefits all residents

of Jupiter Residents Served Annually

everyone who enjoys the inland marine environment

Names of Board Members

Scott, Martha, Christina and Ryan Harris
Tim and Kay Anderson
Bruce Boyd
Ken Montgomery
Dale Sugerman

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Marine Industries Assoc of PBC \$25,000
Batchelor Foundation \$25,000
Knopf Family Foundation \$30,000
Triad Foundation \$10,000

Please list your other major funders and amounts here (\$10,000+).

Additional Information

I can send project drawings and budget timeline if requested

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54270

Date Submitted: 2/4/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Elizabeth

Contact Last Name*

Dashiell

Role in the Organization

Managing Producer

Please provide your title in the organization.

Organization Name (must be 501(c)3 serving Jupiter area to be considered)*

Palm Beach Shakespeare Festival, Inc.

Address1*

103 S. US Hwy 1

Address2

Suite F-5

City*

Jupiter

State*

FL

Zip*

33477

Contact Phone*

5615438273

Contact Email*

elizabeth@pbshakespeare.org

501(c)3 Designation*

Tax Exempt 2020.pdf

Please upload a copy of your organization's 501(c)3 designation. If no documentation is provided, the application cannot move forward.

990 Form

TR-CC 2022 990 V1.PDF

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

The Palm Beach Shakespeare Festival is proud to celebrate 35 years of Shakespeare by the Sea in Carlin Park this July. The program features 8 nights of free, outdoor professional productions of William Shakespeare's The Winter Tale. All ages are welcome to bring a beach chair or blanket and a picnic basket or enjoy food truck offerings while watching Shakespeare under the stars. The donation-based performance is Palm Beach County's longest-running, professional performing arts event and is considered a "summertime tradition." Shakespeare by the Sea gives residents and visitors access to the arts and an appreciation of literature regardless of socioeconomic status. It also gives a quality, family-friendly outing targeted to our year-round residents. Donated funds go to offset the \$50,000 costs of hiring the actors, technicians, lighting, sound, set, props, effects, staging, marketing, and other fees. This year, we will hold an evening of celebration for the Town of Jupiter's Centennial with an invitation to the Council to welcome everyone, a booth for the Town's community relations department along with a special giveaway for the first 100 guests.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Last year's production of "King Lear" welcomed thousands of attendees during its two-week, 8-night run. Surveys were administered revealing guests from Jupiter and the surrounding area, along with visitors from Cape Coral, Punta Gorda, Lakeland, Coral Springs, Lake Wales, and throughout the tri-county area. Surveys also list "time with family" and "getting together with the community" as reasons why the program is important. More than a third of the attendees were first-time guests. (Complete survey available includes zip code data, marketing and impressions).

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

50,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

0

of Jupiter Residents Served Annually

2500+

Names of Board Members

Elizabeth Dashiell
Keith Christman
Kermit Christman
Lisa Calberg
Frank Cona

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Gary and Katherine Parr
Cultural Council of Palm Beach County
State of Florida Division of Arts and Culture
Palm Beach County Parks and Recreation (in-kind only)

Please list your other major funders and amounts here (\$10,000+).

Additional Information

We provide outreach productions to Palm Beach County schools at minimal or no cost to the students through our Sharing Shakespeare program. It includes a study guide for teachers and talkback with the Shakespearean scholar and performers.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54308

Date Submitted: 2/6/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Lisa

Contact Last Name*

Mason

Role in the Organization

Assistant Vice President of Community Programs

Please provide your title in the organization.

Organization Name (must be 501(c)3 serving Jupiter area to be considered)*

Gulfstream Goodwill Industries, Inc.

Address1*

1715 Tiffany Drive East

Address2

City*

West Palm Beach

State*

FL

Zip*

33407

Contact Phone*

561-214-8726

Contact Email*

Imason@goggi.org

501(c)3 Designation*

IRS Designation.pdf
Please upload a copy of your organization's
501(c)3 designation. If no documentation is
provided, the application cannot move forward.

990 Form

2023 Gulfstream Goodwill Industries Inc. 990.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$50,000

Program Description

Gulfstream Goodwill Industries (GGI) operates a robust day program for adults with intellectual and developmental disabilities - some of the communities' most severely disabled residents attend this program on a daily basis. Our services are critical for adults and youth who have "aged out" of high school with a special diploma and are seeking life skills instruction, employability/training opportunities, and overall community integration and inclusion. The life skills curriculum is evidence based and includes: Rights & Responsibilities, Nutrition, Health & Safety, Self-Advocacy, Adaptive Exercise, Art and Cultural Outings in the Community, Internet Safety, Financial Literacy, Social Security/Benefits Planning, etc.

The program is a 1:10 ratio service - for every staff member we have 10 participants on site. Recently, the Mindfulness & Meditation Garden was updated, and the participants enjoy the benefits of tending to a working garden and creating healthy/nutritional meals. Typically, this population struggles with medication management, obesity, and making unhealthy eating choices so the introduction of a garden that produces healthy vegetables and fruits provides opportunities for additional lessons on developing healthy eating habits and choices.

The Capabilities Program is open to all Palm Beach County residents. As of the latest data review, there are 29 participants residing in Jupiter being served in Gulfstream Goodwill's programs. There is no indication that this service is offered by the Town of Jupiter. Overall, this program is vital to the community as it also assists with paid On the Job Training opportunities. The program gives a baseline of employment; how to interview, how to be a team player, being on time, following a job description, etc. - all important life skills.

In closing, the life changing impact of the Capabilities Program is seen on a daily basis. Whether the participants are creating their resume, practicing handshake etiquette, or joyfully participating in music therapy classes; all services are better than a loved one remaining isolated and alone. This program is integration in one's community and social space at its core.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

N/A

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$324,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

of Jupiter Residents Served Annually

29

Names of Board Members

Joan McCabe
Michael Cowan
Katie Colon
Dorothy Trefts
Mark Aitken
John Banister
Daniel Barsky
Douglas Campbell
Orlando Chiang
Carl Nicola
Clive Stuart-Findlay
Tim Reeve
Amy Testa
Cedrick Thomas
Raymond Zucaro
Martin Zipern

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

H.U.D.
GL Homes
PBC Community Services Dept.

Please list your other major funders and amounts here (\$10,000+).

Additional Information

The Capabilities Program seeks funding to expand and implement more art and music therapy programs. These programs are vital to the overall mental and behavioral health of persons with disabilities. Given the severity and range of disabilities served, all participants engage in these therapies and experience the positive effects of the neuro-aesthetics which include: art, music, and movement.

Additionally, more staff are needed to provide case management services and support to participants and their caregivers. Currently, FL ranks 49th in the U.S. in support services funded by Medicaid. The needs of families with a loved one with a developmental disability, such as autism and Down Syndrome are vast. Families require case management services to navigate the broad spectrum of needs, services, therapies, doctors, etc. that only a seasoned case manager can provide.

Gulfstream Goodwill's programs operate within a Person-Centered Philosophy. This model promotes independence and advocacy of the participants through goal creation. All participants choose goals they would like to achieve while in program and their case managers assist with mapping out steps to meet those goals. These goals could be employment, building social skills, opening a bank account, etc. Again, all goals are Person-Centered and specific to the person with a barrier.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54343

Date Submitted: 2/11/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Lisa

Contact Last Name*

Wynne

Role in the Organization

Chief Philanthropy Officer

Please provide your title in the organization.

Organization Name (must be 501(c)3 serving Jupiter area to be considered)*

Busch Wildlife Sanctuary

Address1*

17855 Rocky Pines Rd.

Address2

City*

Jupiter

State*

FL

Zip*

33478

Contact Phone*

561-575-3399

Contact Email*

lwynne@buschwildlife.org

501(c)3 Designation*

BWS 501c3 IRS Determination Letter 1pg.pdf

Please upload a copy of your organization's 501(c)3 designation. If no documentation is provided, the application cannot move forward.

990 Form

2022 BWS 990.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

10,000

Program Description

The Busch Wildlife Sanctuary is a non-profit organization dedicated to the protection and conservation of Florida's wildlife and natural resources. To accomplish this goal the Sanctuary has a twofold mission of wildlife rehabilitation and environmental education.

Busch Wildlife Sanctuary provides free comprehensive medical and rehabilitative care to almost 6,000 injured, sick or orphaned wild animals 365 days a year with 24 hour on-call services with the ultimate goal of returning recovered patients to their natural habitats. In addition to its wildlife rehabilitation efforts, the Busch Wildlife Sanctuary offers environmental education programming and community outreach programs to over 200,000 children, adults, school field trips and community groups annually. The Sanctuary offers visitors a rare opportunity to learn about Florida's wildlife & natural environments.

Our services are not offered by the Town of Jupiter; we work alongside the Town of Jupiter to help residents and wildlife in the Jupiter area. Busch Wildlife Sanctuary is the largest wildlife hospital and educational facility of its kind in Palm Beach County saving lives 365 days a year. There are other complementary non-profits which also help wildlife, such as Loggerhead Marine Life Center, but none compare to our size and scope.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Busch Wildlife Sanctuary, #1 thing to do in Jupiter according to TripAdvisor.com, is dedicated to the protection and conservation of South Florida’s wildlife and natural resources. The Town of Jupiter funding has supported our wildlife rescue and rehabilitation efforts and environmental education services in the past.

In 2023-2024 Busch Wildlife Sanctuary provided free comprehensive medical and rehabilitative care to 4,872 animals from 262 species - all of which were provided medical triage, treatment and rehabilitation. This lifesaving work could not have been possible without the Town of Jupiter's continued support. Additionally, we provided environmental education to 145,862 guests and 17,379 students - 3,492 of the students were from Title 1 schools. We had 143 children participate in our Junior Naturalist Program and provided a total of 1,159 educational programs.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

3,795,908.95

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$23.00

of Jupiter Residents Served Annually

61,291

Names of Board Members

Peter W. Busch
Timothy O'Neill
Paul Trabulsy
Michaela Kennedy

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Department of Education (\$500,000)
Palm Beach County Cultural Council (\$214,000)
Mary Mergens-Loughran Foundation (\$10,000)
Florida Fish & Wildlife Foundation (\$25,000)
The Howe Foundation (\$15,000)
Jacarlene Foundation (\$150,000)
Richard Eaton Foundation (\$10,000)
Batchelor Foundation (\$50,000)
Burnap Foundation (\$35,000)

Please list your other major funders and amounts here (\$10,000+).

Additional Information

For over 40 years, Busch Wildlife Sanctuary has been rescuing, rehabilitating and releasing our native species by the thousands. Reintroducing endangered and keystone species back into our shared environment. Our vision is to raise an active community of people who cherish, enjoy, and protect the native wildlife and natural resources of South Florida. Thank you for your partnership and consideration of another grant this year!

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54359

Date Submitted: 2/12/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Valerie

Contact Last Name*

Parks

Role in the Organization

Development Associate

Please provide your title in the organization.

Organization Name (must be 501(c)3 serving Jupiter area to be considered)*

Trustbridge Hospice Foundation

Address1*

5300 East Ave

Address2

City*

West Palm Beach

State*

Florida

Zip*

33407

Contact Phone*

5614946888

Contact Email*

vparks@tbfdn.org

501(c)3 Designation*

TB Foundation IRS Determination Letter.pdf
Please upload a copy of your organization's
501(c)3 designation. If no documentation is
provided, the application cannot move forward.

990 Form

2022 TrustBridge Foundation Form 990 - PDC.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$5,000

Program Description

Trustbridge ensures extraordinary hospice services are available to every Jupiter resident, regardless an ability to pay. This program covers hospice resources including outstanding palliative (comfort) care for patients, as well as spiritual and emotional support for patients' family members during and after their loved one's end-of-life journey. Trustbridge is the only provider of a hospice in-patient unit at Jupiter Medical Center.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Trustbridge provided \$76,965 in charitable care to 12 Jupiter residents in 2024.

Trustbridge's in-patient unit at Jupiter Medical Center provided compassionate care for 464 in their last days. Within Jupiter zip codes last year, 1,005 patients received hospice care that went above and beyond what Medicare, Medicaid or private insurance provides with enhanced services such as music therapy and bereavement services supported by Trustbridge Hospice Foundation. Highly trained grief counselors offer bereavement services not only for each of these patients' loved ones, but for all grieving Jupiter residents.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

Charitable Care \$76,965

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$6,330

of Jupiter Residents Served Annually

12 Charitable Care patients. A total of 1,000 patients as well as their family members with enhanced hospice services.

Names of Board Members

Chris Callahan – Chair
Stuart Klein - Vice Chair
Meredith Tucker – Treasurer
Dari Bowman – Secretary
Jeffrey M. Bishop, D.O.
Jennifer Brancaccio
Peter Clarke
Shari Cohen, Esq
Mark W. Cook
Malcolm Cunningham
Kevin DiLallo
Bob Friedman
Patrick Franklin
Bishop W. Oshea Granger
Naishadh Lalwani
Jessica Lerner
Adolfo Zaralegui

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

No major funders covering the Town of Jupiter Charitable Care.

Please list your other major funders and amounts here (\$10,000+).

Additional Information

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54403

Date Submitted: 2/19/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

lillian

Contact Last Name*

cassidy

Role in the Organization

Founder

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Cristy's School Supply Fund

Address1*

136 Fairview East

Address2

City*

Jupiter

State*

FL

Zip*

33469

Contact Phone*

5617798994

Contact Email*

lillian_cassidy@yahoo.com

501(c)(3) Designation*

FinalLetter_20-
1352290_CRISTYSSCHOOLSUPPLYFUNDINC_04022019.tif
Please upload a copy of your organization's 501(c)(3)
designation. If no documentation is provided, the application
cannot move forward.

990 Form No file chosen

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

We provide backpacks and school supplies for children in local schools. This includes Jupiter area schools including Jupiter Elementary, middle and high school. We provide about 800 backpacks stuffed with school supplies including pencils, calculators, rulers, crayons, binders, notebooks, paper and more.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

5000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

6.25

of Jupiter Residents Served Annually

600-800

Names of Board Members

Lillian Cassidy
Lillian Rionda
Cristina Cassidy

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

This is all privately funded, we do not get any grants or help from other organizations

Please list your other major funders and amounts here (\$10,000+).

Additional Information

We do not currently have a website, but we have been functioning as a 501c3 since my sister, Cristy, passed away. She was a teacher and loved her job, so we decided to start this fund to honor her memory and donate to local schools. In addition to the backpacks, we also donate to teachers throughout the year as requested.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54404

Date Submitted: 2/19/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Mary

Contact Last Name*

Aguiar

Role in the Organization

Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

The Friends of Jupiter Beach Inc

Address1*

PO Box 791

Address2

City*

Jupiter

State*

Florida

Zip*

33468

Contact Phone*

5616023615

Contact Email*

hello@friendsofjupiterbeach.org

501(c)(3) Designation*

2000 IRS determination letter.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2023 990 return.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

The Friends of Jupiter Beach clean and maintain the 2.5 stretch of Jupiter Dog Beach, to include Ocean Cay Park and Beach Road sidewalks as well as both sides of the road. We host a community cleanup once a month attended by 100 to 300 volunteers and a monthly Young Friends cleanup geared to middle and high school children in need of community hours. In addition, our ambassador volunteers clean the beach daily on an on-going basis.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

As a 2023 recipient of the charitable grant, funds awarded were used to replace or add new cleanup equipment such as grabbers, gloves and trash bags which are essential to our program. In 2024, we hosted 10 community cleanups, two months were rained out, attended by 1693 volunteers who recovered 2247 pounds of trash and recyclables from our shores. In addition, 73 ambassadors cleaned the beach on their own volunteering 4410 hours and recovering over 3000 pounds of trash and recyclables from Jupiter Beaches.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

107740

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

1.75

of Jupiter Residents Served Annually

61,333

Names of Board Members

Sophie Schneeberger, President
Geoff Jones, Vice President
Mairim Zalez, Vice President
Melissa Jegers, Treasurer
Mark Holbert, Director
Tracy Navis, Director
Victoria Brialmont, Director
Jeff Sabin, Director
Ofelia Utset, Director
Michelle Borenstein, Director
Gabrielle Countant, Director
Rick Opton, Director
Rachel Erbaugh, Director

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

n/a

Please list your other major funders and amounts here (\$10,000+).

Additional Information

In addition to maintaining the dog beach, Friends of Jupiter Beach volunteers also clean other waterways in Jupiter such as: Carlin Park, Dubois Park, Burt Reynolds Park, and Harbourside mangroves area on the intracoastal. We also provide, free to the public, over 400,000 dog waste bags a year from 29 dispensers along the 2.5-mile dog beach and provide countless community service hours for school age children as well as adults. We also partner with companies from Jupiter and surrounding communities that want to give back to the community by helping the environment. This teaches their employees the importance of keeping our beaches and parks clean for future generations.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54447

Date Submitted: 2/21/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Ronnie

Contact Last Name*

Horowitz

Role in the Organization

Club Secretary

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Kiwanis Club of Jupiter-Tequesta

Address1*

P.O. Box 4144

Address2

City*

Tequesta

State*

FL

Zip*

33469

Contact Phone*

(561) 252-1985

Contact Email*

kiwanisgal@gmail.com

501(c)(3) Designation*

Kiwanis 501(c)3.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

990 JT Kiwanis Club.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$5,000.00

Program Description

The Kiwanis Club of Jupiter-Tequesta was chartered in 1954 and has been an important community service organization in the Jupiter vicinity for more than 70 years. The club awards scholarships to qualified high school graduating seniors residing within the Jupiter area. Applicants are selected by the Scholarship Committee. Our purpose is to encourage young people who might not otherwise have an opportunity to pursue a college education. The awards are made annually.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

The Kiwanis Club of Jupiter-Tequesta has been fortunate to receive funds from the Town of Jupiter in the past few years. Those funds have enabled many Jupiter high school graduating seniors to attend college. We are most appreciative of the town's generosity and look forward to continued funding.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$12,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

Unknown \$

of Jupiter Residents Served Annually

Hundreds thru our community service projects.

Names of Board Members

President - Michael Cohen
Treasurer - Eric Sleeper
Asst. Treasurer - Lee Sayler
Secretary - Ronnie Horowitz
Dave Behar
Taylor Donnini
Bob Horowitz
Ron Long
Gary Mullins
Harvey White

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

N/A

Please list your other major funders and amounts here (\$10,000+).

Additional Information

The scholarship program is just one of the many projects which the Kiwanis Club of Jupiter-Tequesta conducts in our local Jupiter community, focusing on children in need. Our projects include "Little Libraries" at Thelma Pittman Jupiter Preschool and Edna Runner Tutorial Center, as well as participation in the Palm Beach County Food Project to name a few. Feel free to visit our club website at www.kiwanisjupiter.org. Thank you for your consideration of our request.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54448

Date Submitted: 2/22/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Carlson

Contact Last Name*

Black

Role in the Organization

VP

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

AustinBlu Foundation

Address1*

638 North US highway 1

Address2

City*

Jupiter

State*

FL

Zip*

33469

Contact Phone*

5612629292

Contact Email*

Carly@austinblufoundation.org

501(c)(3) Designation*

IMG.jpeg
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2023 ABF Form 990-N e-Postcard.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

10,000

Program Description

This money will provide free classes to anyone that wishes to participate in a Boating Safely class. We have been able to provide over 2,000 locals this opportunity since we began in 2017 with the help of The Loxahatchee River Center as well as the Local USCG Auxiliary

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

We have been honored to be a recipient in the past. We used those funds to sponsor the year of Boating Safely Classes.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

35,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

30

of Jupiter Residents Served Annually

325

Names of Board Members

William Stephanos
Carlson Black
Rachael Dean
Margaux Stephanos

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

None available

Please list your other major funders and amounts here (\$10,000+).

Additional Information

We currently are offering boating classes at 4 locations
From Stuart to Riviera

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54471

Date Submitted: 2/24/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Ashley

Contact Last Name*

Colwell

Role in the Organization

Founder

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Horse Assisted Learning & Therapy (H.A.L.T.)

Address1*

17759 128th Trail N

Address2

City*

Jupiter

State*

Florida

Zip*

33478

Contact Phone*

561-452-2086

Contact Email*

jupiterfarmshalt@gmail.com

501(c)(3) Designation*

IRS letter.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

990N 2023.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

Horses & Heroes is a 10-week program to support U.S. Veterans' mental health. Equine-assisted therapy has been shown to significantly reduce symptoms of PTSD, anxiety, and depression. Once registered, participants attend 90-minute group psychotherapy sessions, one day per week, for 10 consecutive weeks. Our mental health provider is a licensed clinician (LCSW) and our co-facilitator is a certified Equine Specialist (Eagala, & PATH intl.) The program provides outpatient psychotherapy services facilitated in a group setting. Participating in a horse therapy program can help veterans connect with others who share similar experiences. Interacting with horses can help regulate emotions and overall mood. Treatment goals include decreasing symptoms of PTSD, Anxiety, Depression, and/or other mental health diagnosis which are common within the U.S. Veteran population while increasing social skills, mood, and body-based regulation skills. Interacting with horses requires focus, attention, communication, and connection with the therapists and horses. To our knowledge, we are the only program in the Town of Jupiter that offers equine-assisted therapy to veterans.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

This is our first time applying.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

62900

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

650

of Jupiter Residents Served Annually

120

Names of Board Members

Ashley Colwell
Tracy, Esposito
Peter Cornwell
Ashley Davis
Beth Baker
Frances Kennedy

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

We currently do not have any major funders.

Please list your other major funders and amounts here (\$10,000+).

Additional Information

H.A.L.T. specializes in Speech Therapy, Occupational Therapy, and Physical Therapy for age 2-adulthood. We partner with organizations and professionals to provide educational opportunities and mental health therapy services. Our mission is to provide educational opportunities and therapy services for children and adults with the use of horses to promote improved function, independence, and to facilitate personal growth. Our new Veterans Group program began on January 8, 2025. We have provided three successful Veterans Groups programs since becoming a non-profit in September 2022. As a young non-profit striving to provide mental health services to our community with the aid of horses, financial support from Jupiter’s Town Council will give us the stamp of approval we need as we establish awareness of the programs we provide.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54478

Date Submitted: 2/25/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

David

Contact Last Name*

Krell

Role in the Organization

The Pearl Mae Foundation, Inc.

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

The Pearl Mae Foundation, Inc.

Address1*

775 West Indiantown Road

Address2

Suite 4

City*

Jupiter

State*

FL

Zip*

33458

Contact Phone*

5613405693

Contact Email*

dkrell@pearlmaefoundation.ORG

501(c)(3) Designation*

IRS Letter of Determination.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2023 Pearl Mae (990).pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$15,000

Program Description

Pearl's Pantry, the FREE Farmer's Market for Senior Citizens, aims to provide fresh, nutritious, and locally sourced produce and meat to low-income seniors in North Palm Beach County and more specifically, Jupiter. The market will serve as a space where seniors can access high-quality, fresh food at no cost, combat food insecurity, and foster community connection. Our goal is to serve 100 seniors 2x/per month, promoting better health and well-being by providing access to fresh produce, lean proteins, and other nutrient-dense foods. Please note that Pearl's Pantry is the ONLY pantry in Palm Beach County focused entirely on fresh produce and meat. In addition, nearly all of our seniors are unable to afford such healthy foods and are limited to the food pantries available which include nearly 100% processed foods. Ultimately, without our services, seniors in Jupiter would be limited to Chef Boyardee, Tomato Sauce, Canned Red Beans, sugary cereals, among many other unhealthy food items.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Due to your past funding, Pearl's Pantry was able to provide more seniors in need with produce. For example, we were able to take seniors off of the waiting list, and specifically, those requiring at-home deliveries. We measure the success of the program through bi-weekly phone calls that includes checking in on their nutritional intake, along with their overall food security in general. In other words, has the senior been going to other food pantries, is the senior spending more or less on groceries compared to before receiving FREE produce through Pearl's Pantry? We keep track of these results and adjust accordingly.

In addition, our partnership with the Town of Jupiter and the local community services has extended to an annual gift provided during the holidays. All of our seniors receive a large gift bag, and most importantly, a visit from local police and the Town of Jupiter neighborhood staff.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

61,420

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$767.75

of Jupiter Residents Served Annually

80

Names of Board Members

Debra A. Finnel- President and Founder

Brent Hood- Treasurer

Philip M. Sprinkle, III- Secretary

Dr. Vishnu Reddy, M.D- Board Member

Nadia Barreto-Najarro- Board Member

Paola Wierzbicki, MSW,MBA- Board Member

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

JL Cares - \$25,000

Jim Moran Foundation - \$20,000

Walter and Adi Blum Foundation - \$10,000

Please list your other major funders and amounts here (\$10,000+).

Additional Information

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54479

Date Submitted: 2/25/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

David

Contact Last Name*

Krell

Role in the Organization

President

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Merciful Heavens, Inc.

Address1*

106 West Tarpon Lane

Address2**City***

Jupiter

State*

FL

Zip*

33458

Contact Phone*

6467531677

Contact Email*

mercifulheavensflorida@gmail.com

501(c)(3) Designation*

IRS - 501C3.tif

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

990-N.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$10,000

Program Description

Merciful Heaven's Board of Directors is made up of a series of artists and chefs, who manage many of the best restaurants in Palm Beach County. By utilizing the educational expertise of the chefs, Merciful Heavens provides fresh, local produce for low-income families and their children. More specifically, (550) low-income families in North Palm Beach County during the holidays. And most of those families come from Jupiter. Furthermore, we provide the full thanksgiving meal for families to prepare and cook themselves with their families at home. For those seniors who do not have a family to spend the holidays with, we partner with the Pearl Mae Foundation to provide a pre-made 5-course Thanksgiving meal. In addition, the food is delivered to their homes. Ultimately, Merciful Heavens help feed the families in Jupiter who are unable to feed themselves during the holidays, and we make sure that everyone is included by partnering with local schools and organizations to learn the families who need it most.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Due to previous funding, we were able to provide for so many of the low-income families in Jupiter, Florida. More specifically, we were able to purchase the foods required to run the program. We know it was a success, as we worked with every single organization and school in Jupiter and North Palm Beach County to make sure that all families needing food over the holidays were receiving it. But not simply receiving the leftovers, but strategically sourced produce, meats and other items that we, as a proud Board of Directors, would be serving at home. In addition, the food prepared for seniors living at home was made by a special team of chefs at Little Moir's Food Shack.

In regard to measuring the success of the program for following years, we communicate with each organization and school on the number of families requesting the need for food matched with the number who actually show up. For example, Edna Runner Tutorial Center may request help for (50) families, but only (35) families end up showing up. We then adjust the number accordingly, while also following up with those (15) families who did not show up.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$25,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$50

of Jupiter Residents Served Annually

550

Names of Board Members

Mary Tran

Patricia Bowman

Mike Moir

Carole Tran

Drew Shimkus

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Little Moir's LLC - \$15,000

Please list your other major funders and amounts here (\$10,000+).

Additional Information

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54481

Date Submitted: 2/25/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Rick

Contact Last Name*

Sirvaitis

Role in the Organization

Treasurer

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

The New Studio for the Visual Arts of Jupiter, Inc

Address1*

1615 S. Cypress Drive

Address2

City*

Jupiter

State*

Florida

Zip*

33469

Contact Phone*

9179755957

Contact Email*

rick@rsmediamarketing.com

501(c)(3) Designation*

The New Studio.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

The New Studio 2023 990 Tax Return.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$5,000

Program Description

There are several programs that this donation will help fund.

1. We are looking to expand our workshop offerings to teens and children 3 to 12, specifically after school programs and summer programs.
2. We are starting a Storyteller series, the first of which just occurred on February 20. The purpose is to bring in professional storytellers to share their stories with an emphasis on Jupiter. The first in hopefully a long series was entitled Florida Lore and More:

Florida Lore and More, where storytelling and mystery meet. Step into the heart of Florida's rich cultural tapestry. From Native American legends to the eerie tales passed down through generations, Florida is a land steeped in mystery and enchantment. The speaker is a legend who has been featured in the Oxford Handbook of American Folklore, Florida Lore, and her latest book, Only in Florida. Whether you love history, adventure, or just a great story well told, Caren S. Neile will leave you spellbound!

Our goal is to offer one of these per month.

3. Continued growth and support of our special January exhibition entitled "Our Jupiter" which is an art exhibition for only those born, raised or currently residing in Jupiter. "Our Jupiter" has become a cornerstone event in the Jupiter art scene, offering a platform for local artists to share their talent and stories with the community. This year's exhibition promises to be the most inspiring yet, featuring diverse works ranging from painting and sculpture to aerial photography and mixed media—all reflecting the unique perspectives and creativity of our talented neighbors. "Our Jupiter" is more than just an art show; it's a celebration of community, resilience, and the power of creativity. "Each year it has grown, and I feel this show embodies the spirit of our tropical oceanside community," said Peggy Kirkwood, President and Executive Director. "Each piece tells a story that inspires and connects us all." This year was the third year of the event which has attracted many well know Jupiter artists including some of the teachers from Jupiter High who taught many of the artists.

We feel that all of these programs are not offered anywhere else in the Palm Beach area. They help fulfill and expand our mission which is to help nurture a vibrant arts community, foster artistic excellence, lower barriers to arts participation and bring people together for a shared experience that inspires a creative exchange of ideas.

Half of our funding comes from donations and grants.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$10,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$17.86

of Jupiter Residents Served Annually

2,000

Names of Board Members

Peggy Kirkwood, President
Susan Thomas, Vice President
Rick Sirvaitis, Treasurer
Carol Anselmo, Secretary
Whitney Polliseco
Terry Phillips
Sandi O'Malley
Monica Ladd
Deborah Meyers

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

The Cornelius Bailey Foundation.
Kit Seidel

Please list your other major funders and amounts here (\$10,000+).

Additional Information

The New Studio for the Visual Arts of Jupiter, Inc was founded in 2018 to offer a flexible, affordable artistic opportunity to people of all ages. It does not charge a membership fee nor require a semester long commitment to attend classes. People can see our offerings at www.thenewstudiova.net and choose from many different instructors for classes and workshops from watercolor, oil, acrylic, mixed media, cookie decorating and even flaminco dancing.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54492

Date Submitted: 2/26/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Peter

Contact Last Name*

Hood

Role in the Organization

Grant & Business Development Manager

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Restoration Bridge International

Address1*

673 W Fairgrounds Rd

Address2

City*

West Palm Beach

State*

FL

Zip*

33411

Contact Phone*

5618881283

Contact Email*

peter@restorationbridge.net

501(c)(3) Designation*

RBI - 501(c)(3).pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

RBI - 2023 990.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$10,000.00

Program Description

On a Wednesday evening, once a month Restoration Bridge International in partnership with Generation Church provides thousands of pounds of food to Town of Jupiter residents that are suffering from hunger and food insecurity. The event takes place at 430 Center Street, Jupiter, FL 33458, from 5 - 7pm. This partnership has proven to be quite effective in the fight against hunger in the Center Street area of Jupiter for many years now.

This distribution event and partnership aligns perfectly with RBI’s mission to end hunger in Palm Beach County. With the help of volunteers from Generation Church, RBI will distribute 85,000 pounds of nutritious food to more than 2,400 families in need throughout 2025. We anticipate this distribution event will provide the equivalent of more than 69,000 meals to over 8,500 individuals in the Town of Jupiter area throughout 2025. One of the factors that helps this distribution stand out among other free food giveaway events offered in Jupiter is the hours of operation. This is the only event offered during the evening hours so as not to conflict with daytime work schedules of Jupiter residents.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

In 2024, RBI was able to serve over 2,400 families, reach more than 8,000 individuals, and distribute 82,748 pounds of nutritious food (equal to 68,956 meals). This assistance provided vital support to those facing food insecurity, ensuring access to healthy meals and alleviating the stress associated with food scarcity. Thanks to your contribution and the hard work of volunteers from Generation Church, RBI's food distribution events in Jupiter made a significant impact for residents throughout the year.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$174,050

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$20.47

of Jupiter Residents Served Annually

8,500

Names of Board Members

- Tomer Nadler
- Tom DeRita
- Lewis Stahl
- David Shiner
- Meg Weinberger

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

The following is a list of grant funders whose money is used across the programs and services offered by Restoration Bridge International. This list accounts for approximately 60% of the 2025 operating budget for RBI, the remainder comes from individual donations and Donor Advised Fund (DAF) contributions.

Jim Moran Foundation \$65,000

Quantum Foundation \$50,000

Batchelor Foundation \$25,000

Palm Beach County Sheriff's Office (PBSO) - Law

Enforcement Trust Fund (LETf) \$150,000

Leslie L. Alexander Foundation \$100,000

Life Church \$30,000

Scaife Family Foundation \$194,000

Please list your other major funders and amounts here (\$10,000+).

Additional Information

Last year (2024), was Restoration Bridge International's most impactful year to date. We were able to successfully rescue and redistribute over 13 million pounds of food to more than 1.2 million individuals throughout Palm Beach County. All food distributed at RBI events is donated by local supermarkets, farms and food partner agencies (like Feeding South Florida) and is provided to residents of Palm Beach County free of charge. The only requirement to receive food is an expressed need, all are welcome. RBI does not discriminate on the basis of age, race, color, religion, gender, gender expression, national origin, disability, marital status, sex, sexual orientation, military status or any other characteristic, if you are hungry we give you food.

Thank you to the Town of Jupiter Town Council for your continued support of our Jupiter distribution at Generation Church. With your donation and the hard work of volunteers, RBI is able to make a meaningful impact for Town of Jupiter residents in need.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54498

Date Submitted: 2/26/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

STEPHANIE

Contact Last Name*

LOVELL

Role in the Organization

Director Of Missions

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

First United Methodist Church of Jupiter Weekend Food Bag Program

Address1*

815 E. Indiantown Road.

Address2

City*

Jupiter

State*

FL

Zip*

33477

Contact Phone*

5618012549

Contact Email*

srklovell@comcast.net

501(c)(3) Designation*

IMG.jpeg

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

FUMC IRS 990 exemption.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$5000- any amount will make a difference for these children.

Program Description

FUMC Weekend Food Bag Program is a community outreach program supported by First United Methodist Church of Jupiter-Tequesta. The program s designed to help address the problem of chronic hunger among elementary age children in our local public schools. The goals of the program are:

- To work with a select Title 1 school and additional elementary schools to help identify students who meet the criteria of being chronically hungry or having food insecurity.
- To provide a nutritious bag of food to eligible students who might not have adequate food over weekends during the academic year.

WHO IS ELIGIBLE:

- Students from a select Title 1 elementary school and other select elementary schools who are identified by teachers, administrators, and parents as being chronically hungry or food insecure.

HOW TO SIGN UP FOR THE PROGRAM

- Referrals to the program may be generated by any school personnel or hrough parental/guardian request. Referrals may be made at any time during the school year.
- The school liaison is responsible for approving all referrals. The liaison will then contact the student's parents or guardians in order to explain the program and invite them to participate. This can be done by sending an information letter home or by personal contact by the school liaison.
- The school liaison is responsible for keeping the signed Parent/Guardian Participation Agreement on file at the school.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

52,352

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

216

of Jupiter Residents Served Annually

247 plus family members impacted

Names of Board Members

Jon Charles
Cory Beerman
James Radovic

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Please list your other major funders and amounts here (\$10,000+).

Additional Information

This program reaches thousands of Jupiter residents in the effort to help support these underprivileged students. This program not only helps to alleviate hunger in children, but it also shows these students that their community cares about them. This program gives students the opportunity to move from a focus on hunger to being able to focus on school, and essentially will lend the chance to be better future citizens in our community.

Thank you for your consideration of this vital program in our community. We are truly impacting the lives of our most vulnerable who are living right here in our beautiful affluent town. Any amount donated will make an impact on these underprivileged children. We are grateful for your consideration.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54507

Date Submitted: 2/27/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Amy

Contact Last Name*

Pepper

Role in the Organization

Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

HealthyMe (MyClinic, Inc. DBA HealthyMe)

Address1*

411 W. Indiantown Rd

Address2

City*	State*	Zip*
Jupiter	FL	33458

Contact Phone*	Contact Email*
5612037511	apepper@healthymewellness.org

501(c)(3) Designation*

IRS Determination Letter 501c3.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

MyClinic 12.31.2023 990 Filed Copy.pdf
Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$5000

Program Description

HealthyMe (MyClinic, Inc. DBA HealthyMe) is the nonprofit Health and Social Care Resource HUB located in the heart of Jupiter. The program that we are seeding support for in this application is our Hospital Discharge Assistance Program which is part of our overall Care Coordination/Navigation Program. Which provides referrals, linkages and information to help individuals and families who have limited resources access the care and services they need to improve health and quality of life. While our services are available to all PBC residents, the vast majority of our clients reside within the Town of Jupiter. In 2024, HealthyMe's Care Coordination Program provided 1545 referrals (639 unique clients) for medical and other health related issues as well as addressing the Social Determinants of Health including food, rent, utilities and legal assistance as well as Behavioral Health Counseling. During the year 2024, 76% of Care Coordination clients originated from zip code 33458, and another 3.3% from 33469, 33477 and 33478 combined meaning that 507 Care Coordination clients were from Jupiter zip codes.

The HealthyMe Hospital Discharge Assistance Program is operated in collaboration with our partner, Jupiter Medical Center. Under this program, patients who are ready for discharge following an acute hospital stay and facing barriers to obtaining supplies or services necessary for a successful recovery, are referred by JMC Case Management Staff to HealthyMe for assistance. Referrals via this program may include: patients who are uninsured or underinsured, lower income who are not able to pay for things such as medication, home oxygen, durable medical equipment, transportation to home and/or need a referral for follow-up care. Once a referral is received, HealthyMe staff reviews the application and facilitates timely delivery of supplies and services per JMC request as well as arrangements for Primary Care Follow-Up appointment if needed. In many cases this helps not only the patient, but also helps to expedite the discharge, freeing up resources at JMC for the next patient. HealthyMe staff remains in contact with the patient to assess additional needs and support to achieve the best recovery possible. HealthyMe 2025 Operating Budget (calendar year) allocates \$5000 for supplies associated with this program. Due to increased demand and improved electronic communication/referral process with JMC, this program is growing faster than anticipated. For the month of January 2025 alone expenses have already reached 27% of budget (\$1367.06 spent). For the time period 1/1/25-2/24/25, we received a total of 65 requests for assistance, 31 were approved and services provided. At this rate, we expect approximately 180 individuals will be served by this program over the course of 2025. At a total program cost of \$10,000, cost is \$56/client. We are not aware of any other similar assistance programs within the Town of Jupiter or other sources. In order to keep up with demand, we are seeking additional funds to supplement this unique and valuable program.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

not applicable

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$10,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

\$56

of Jupiter Residents Served Annually

507 Care Coordination Clients

Names of Board Members

- Doug Brown
- Barry Byrd
- Julia Click
- Dr. Catherine Drourr
- Debra Erickson
- Don Hearing
- Dr. Jaime Lambrecht
- Steven Seeley
- Dr. Ron Surowitz
- Suzanne Whitbeck

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

- Health Care District of PBC \$15,000
- CTW Foundation \$15,000
- FAFCC \$62,000
- Mirasol Foundation \$15,000
- JMC \$50,000
- Promise Fund of FL \$86,721

Please list your other major funders and amounts here (\$10,000+).

Additional Information

HealthyMe is an independent, nonprofit Health and Social Care Resource HUB that provides information, education, linkages and improved access to care for individuals and families who have limited resources. Since its inception in 2013 as MyClinic, this organization has evolved from its role as a direct provider of medical care under the "Free Clinic" model, to becoming the heart of a true Medical Home in Jupiter. In collaboration with our community partners including Jupiter Medical Center, Health Care District of Palm Beach County Community Health Center (co-located within our building) as well as El Sol, and other local non-profits, MyClinic has transitioned to become a broader reaching, comprehensive center that focuses on identifying needs, providing appropriate information/education and linkages that address the Social Determinants of Health (SDOH). To better reflect this transformative role, the HealthyMe brand was formally introduced to the community at a Ribbon Cutting Event on February 13, 2025, with the theme New Name, Same Heart. This new focus enables HealthyMe to serve a broader population than under the "Free Clinic" model which limited eligibility to uninsured individuals whose family income was below 200% of the Federal Poverty. As of 1/1/25, HealthyMe maintains an active client roster of 4400+ (greater than 75% residing within the Town of Jupiter) and growing. Registered clients receive information on a regular basis about upcoming programs and services as well as general health and wellness tips and reminders. In addition to our Care Coordination/Navigation Program mentioned above, other services include: Women's Health Navigation funded by the Promise Fund of Florida; Full-Time Behavioral Health Counseling; and Healthy for Life Nutrition Program in conjunction with the American Heart Association. HealthyMe is in a unique position to expand access to resources in the Town of Jupiter by coordinating and hosting our Visiting Organization Program. Under this program, organizations that provide complementary services are invited to utilize HealthyMe's space including the recently named DiMino Family conference center, office space or even our parking lot to offer services such as: benefits enrollment; senior resources; maternity assistance distribution program to provide low income women with items such as infant car seats and baby supplies; SNAP enrollment; Brain bus, and other mobile services.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54508

Date Submitted: 2/27/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Samantha

Contact Last Name*

Majors

Role in the Organization

iCare Program Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Sea Turtle Adventures, Inc.

Address1*

235 SW 6th Ave.

Address2

City*

Boynton Beach

State*

FL

Zip*

33435

Contact Phone*

5617897423

Contact Email*

smajors@icareprogram.org

501(c)(3) Designation*

sales tax exemption.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

No file chosen

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

2,500

Program Description

Sea Turtle Adventures iCare Program addresses the unique needs and challenges faced by individuals with moderate to severe autism and related intellectual and developmental disabilities (A/IDD). It's crucial to provide support and opportunities for this population to improve their physical and mental health, reduce isolation, and enhance their overall quality of life. The targeted components of this program are:

- iCare Social Events - Members engage in a wide range of community activities and gatherings, fostering self-assurance, acquiring valuable life and social skills, relishing enjoyable experiences, gaining insights into conservation, cultivating new friendships, and nurturing fresh interests. These activities include beach cleanups, painting sea turtle nest markers, active involvement in sea turtle conservation initiatives, and social events such as bingo, movie nights, theater performances, and monthly dance parties. We provide approximately five to seven social events monthly, with an average turnout of 50 to 90 attendees at each gathering.
- iCare Travel Club - We provide adults with A/IDD a chance to travel outside of their county to experience an adventure with friends, gain essential independent skills, explore new destinations and cultures, and participate in leisurely walks through parks, beaches, and cities.
- iCare Day Program – On Mondays, Tuesdays, and Wednesdays, a comprehensive day program is available for a group of 30 adults with A/IDD. This community-based program features a variety of engaging activities as the participants explore different opportunities within the community. Some examples of these activities include music therapy, yoga sessions, swimming, volunteering with local non-profit organizations, nature walks, visits to cultural and nature centers in Palm Beach County, outings to the movies, shopping excursions, and much more.
- iCare WAVE Program (Work and Volunteer Experiences) - We provide adults with A/IDD the chance to collaborate with Vocational Rehabilitation work initiatives. Additionally, our Micro-business enables participants to create and sell crafts, with support from STA. STA holds the certification as a Florida Unique Abilities Partner, a recognition of our commitment to offering career and financial prospects to individuals with unique abilities.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

In 2023 and 2024, Sea Turtle Adventures was honored to receive grant funding that significantly enhanced our iCare Program, which serves adults with intellectual and developmental disabilities in Palm Beach County, including 60 residents from the Town of Jupiter. The 2023 grant of \$2,500 was allocated to transportation, low-income scholarships, and local events. \$1,000 helped offset transportation costs for Town of Jupiter residents, ensuring they could attend events outside their area. Another \$750 provided scholarships for five low-income participants, making social programs more accessible. The remaining \$750 supported local events in Jupiter, including trips to the Maltz Jupiter Theater, Roger Dean Stadium, and local parks.

The success of the 2023 funding was measured by increased participation, improved community engagement, and greater accessibility for low-income residents. In 2024, Sea Turtle Adventures received an additional \$1,000 from the Town of Jupiter, which was used for transportation, local event support, and registration fees for Jupiter residents. This funding continued to foster inclusion by ensuring that all participants could access activities and events, regardless of financial or transportation barriers. Overall, the funding from 2023 and 2024 has allowed us to expand the reach and impact of the iCare Program, providing adults with special needs the opportunity to engage in nature-based, social, and community activities that promote their well-being and inclusion.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

\$458,500.00

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

458,500/210 participants in Palm Beach County = \$2183.33

of Jupiter Residents Served Annually

60

Names of Board Members

Patrick Lorne - Chair
Business owner
Lorne & Sons Funeral Home
745 NE Sixth Ave., Delray Beach, Florida
Dockfly@gmail.com
561-573-3657

Bill Reilly
Founder, Champion Title and Settlements, Inc.
21 NW 2nd St., Delray Beach, FL 33444
Bill@championtitle.com
703-347-5907

Nicole DeFlorio
Director of Transition Services
Palm Beach School for Autism
8480 Lantana Rd., Lake Worth, Florida
NicoleD@pbsfa.org
845-821-8907

Dr. Jessica Graham
Executive Director
St. Andrews and St. Joseph Bays Estuary Program
4750 Collegiate Drive., Panama City, FL 32405
Graham6@fsu.edu
321-536-8932

Bonnie Chachkes
Parent of special needs adult, past business owner
3165 Siena Circle, Wellington, FL
bchachkes@aol.com
646-642-8831

Please list the organization's board members.

Please note that any current board members cannot be staff of
the Town of Jupiter due to conflict of interest.

Other Major Funders

Levitetz Foundation
Mirasol Foundation
Extraordinary Charities
Great Charities Challenge
BallenIsles Charities Foundation

Please list your other major funders and amounts here
(\$10,000+).

Additional Information

Please share any additional information on your organization, programs or services that is not included
above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54512

Date Submitted: 2/27/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Laurence

Contact Last Name*

Grayhills

Role in the Organization

Grant Procurement / Webmaster

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Jupiter Tequesta Repeater Group

Address1*

11826 154th Road North

Address2

City*

Jupiter

State*

FL

Zip*

33478

Contact Phone*

954-995-4794

Contact Email*

DrGrayhills@gmail.com

501(c)(3) Designation*

JTRG_Tax.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

GetDocument.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

\$2000

Program Description

Jupiter Tequesta Repeater Group has demonstrated emergency support during natural disasters, assisting local municipalities and emergency responders in South Florida (primarily the Jupiter Community) especially in the area of adjunct communication during infrastructure failures. While primarily serving the Jupiter Community, our emergency services assist all residents of South and Central Florida as well as several Caribbean nations.

Additionally, our organization has provided a variety of Jupiter community services including participation in "Adopt a Highway" clean-ups, "Food for Families" drives, Town of Jupiter civic event coordination and communication (ie., Christmas Parade and Jupiter Jubilee) and participation with NOAA in their Skywarn program during hurricane season.

Our organization has worked closely with the Jupiter Police, Palm Beach Country Fire Rescue, Palm Beach County EOC, and other agencies to provide emergency communications, services and supplies to the residents of South Florida and the Bahamas in preparation for and in the aftermath of catastrophic storms.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Having been a recipient of grant monies in 2022, we have been able to utilize those funds to repair and replace outdated equipment, or replace radio towers damaged by hurricanes and tornados. Funds have also been utilized in the training of personnel and procurement of new FCC licenses.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

>\$5000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

<\$25

of Jupiter Residents Served Annually

>60,000

Names of Board Members

Registered Agent/ President
Albert Moreschi

Title D VP
Craig Eller

Title P
Albert Moreschi

Title Treasurer
Kathleen Scionti Prater

Title D
Gerald Gumbus

Title Secretary
Robert Feeher

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Publix
iHeart Radio
WPTV
WPEC
Papa Johns
Marriott
Miller's Ale House
The American Red Cross

Please list your other major funders and amounts here
(\$10,000+).

Additional Information

The Jupiter Tequesta Repeater Group is a vital component of CERT, The Community Emergency Response Team, for education and volunteer participation in disaster preparedness for the hazards that have impacted our area. We are engaged in basic disaster response skills including fire safety, light search and rescue, team organization, disaster medical operations and vital communications during infrastructure failure.

The Jupiter Tequesta Repeater Group is a local group of more than 150 volunteer amateur radio enthusiasts who meet weekly to maintain and perfect our South Florida communication network. The cost of maintaining our equipment requires a modest capital outlay which often exceeds our resources from membership dues. Additional funding is essential for the maintenance, repair and replacement of our transmitter, towers and repeater equipment.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54527

Date Submitted: 2/28/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Kathy

Contact Last Name*

Benson

Role in the Organization

Grants Manager

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Girl Scouts of Southeast Florida, Inc

Address1*

6944 Lake Worth Rd

Address2

City*

Lake Worth

State*

FL

Zip*

33467

Contact Phone*

5618151797

Contact Email*

kbenson@gssef.org

501(c)(3) Designation*

IRS 501(C)3 GSSEF.pdf
Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2023 Form 990 Public Disclosure Copy.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

10000

Program Description

The Girl Scout Leadership Experience (GSLE) develops girls of courage, confidence, and character through four essential pillars: STEM education, outdoor activities, life skills, and entrepreneurship. The program delivers "fun with purpose" through year-round programming that emphasizes girl-led activities, hands-on learning, and cooperative problem-solving. Throughout the year, Girl Scouts participate in specific program series that allows them to experience new ideas, skills, and opportunities to grow with curriculum developed by and often involving local organizations and subject matter experts. Girls engage in age-appropriate activities divided between Daisies, Brownies, Juniors (DBJs) and Cadettes, Seniors, Ambassadors (CSAs).

The program's comprehensive approach includes STEMapalooza, which introduces girls to different aspects of STEM including coding, robotics, and engineering, which they can later explore further through specialized programs. In outdoor programming, girls develop confidence through activities like camping, outdoor cooking, orienteering, 21st century mariner and trailblazing programming, and exploring the wilds, fostering an enduring love for our natural world. Life skills development encompasses practical skills, tools, and activities that help girls grow into problem solvers who take the lead in their own lives and communities, including civic engagement, community service, healthy relationships, diversity, equity, and inclusion, and financial literacy. Through entrepreneurship programs like the Cookie Program and Career Spark!, girls learn essential business skills such as communication with customers, marketing strategy development, and product promotion.

The Girl Scout Leadership Experience is guided by three key processes: Girl Led, Learning by Doing, and Cooperative Learning. Girl Led means that girls of every age take an active and grade-appropriate role in figuring out the what, where, when, why, and how of what they do. Learning by Doing provides hands-on learning that engages girls in an ongoing cycle of action and reflection. Cooperative Learning is designed to promote sharing of knowledge, skills, and learning in an atmosphere of respect and cooperation as girls work together on goals that can only be accomplished with the help of others.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

N/A

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

7012991

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

20.40

of Jupiter Residents Served Annually

490

Names of Board Members

- Kathy Burstein
- Vicki Chouris
- Nika Coleman-Ferrell
- Kenyatta Connaway
- Jennifer Eaton
- Mary Gavin
- Shirley Gordon
- Kathleen Hillman
- Tula Hudson-Miller
- Deborah Johnson
- Rhoda Mae Kerr
- Kim Kisslan
- Katrina Long-Robinson
- Charles Michelson
- Jennifer Montalto
- Nancy Proffitt
- Christine Seal
- Lauren Sterlacci
- Linda Strutt
- Ofie Utset
- Denise Valz
- Ashley Vertuno

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Palm Beach County Youth Services Department
112,000.00
Florida Power & Light 72,500.00
Palm Beach County Sheriff's Office 54,000.00
Publix Super Markets Charities 37,500.00
Greg and Pat Kissel 34,120.00
Palm Beach International Boat Show Gives Back
Fund 25,000.00
UKG 25,000.00
HCA East Florida Division 23,500.00
State of Florida-Department of Education
23,165.30
Hooters Restaurants of South Florida 15,000.00
Charles D. Bert Fund of the Community Foundation
of Broward 11,533.40
The Monica and Douglas Taylor Foundation
10,000.00
Hobe Sound Community Chest, Inc. 10,000.00
Broward County Sheriff's Office 10,000.00

Please list your other major funders and amounts here
(\$10,000+).

Additional Information

According to the Status of Girls Well-Being in Florida (2019) study, girls face concerning educational, emotional, social, and career disadvantages that are often compounded within BIPOC and marginalized communities. The study revealed alarming statistics: two in three Florida girls in high school reported being verbally bullied (63%), one in three have experienced physical bullying (30%), and one in three have experienced cyberbullying (35%). Additionally, more than one in three girls experience depression (38%) compared to one in five boys (18%). The Girl Scout Leadership Experience directly addresses these challenges through its comprehensive approach. Research from the Girl Scouts Research Institute shows that girls who engage in GSLE are more likely to exhibit strong leadership outcomes, earn "excellent" grades, expect to graduate college, aspire to STEM, business, and law careers, and feel hopeful about their future. The Girl Scout Leadership Experience teaches girls numerous skills including personal and civic responsibility, and girls who are involved with these programs take what they have learned back into their community, creating a far-reaching positive impact on the overall quality of life of all the people with whom these girls interact.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54537

Date Submitted: 2/28/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Linda

Contact Last Name*

Emerson

Role in the Organization

Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Wildblueseas

Address1*

3900 County Line Road 20A

Address2

City*

Jupiter

State*

FL

Zip*

33469

Contact Phone*

561-339-3919

Contact Email*

lindae@wildblueseas.org

501(c)(3) Designation*

Letter of Determination.jpg

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

IRS_990N.docx

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

Discover the Palm Beaches states: "Jupiter, Florida is primarily known for two things: its lighthouse and celebrities" Yet, without its waterways, Jupiter would not exist. Jupiter has grown rapidly and as scientists and people who have lived here 30 or more years know, much has been damaged and degraded. The waters aren't as clear. The fishing's not as good. The shorelines that protect us from storms and the seagrass habitat that is the "Nursery of the Sea" are fragments of what was only 50 years ago. Our goal is to reverse this trend. We believe many residents and visitors care deeply, yet either don't have a clear understanding, accurate information or aren't sure how they can make a difference. We're asking for funding to expand the Mangrove Project and initiate Vertical Oyster Gardens this summer. We believe these efforts compliment Town of Jupiter environmental and sustainability projects and help create a more informed, engaged public that values and protects local waterways. By doing so, our economy and population can benefit and thrive.

Mangrove Project: to learn about mangroves and the valuable role they play Red mangrove propagules are rescued from the beach and displayed on the windows of local business partners to spark community conversation and involve the business community in caring for the environment that sustains them. An interpretive sign at each display explains main points with a QR code to learn more and get involved. Wildblueseas holds educational events and outreach with our business partners. For example, Pinders Seafood celebrates 60 years in Jupiter on March 29. WBS will have an outreach table to educate and engage the community in discussing the connection between mangroves and the seafood they are buying. JHS students will help with outreach. Funds are needed to hold more programs and print associated handouts. Jupiter small business partners include Modern Juice, Ocean Magic, Soul Rebel, Food Shack, The Nook, Jupiter Inlet Car Wash, Oceana Coffee Roasters, Jupiter Farms Massage, Sand and Salt Salon and Hibiscus Streatory (10 partners in Tequesta) In early June, we will take down the displays and invite the community to help make mangrove seed bombs where they are wrapped in burlap with substrate so roots can take hold. This activity was covered last year by local television station WPBF.

Vertical Oyster Gardens A single oyster can filter up to 50 gallons of water a day. Wildblueseas is in the planning stage of bringing vertical oyster gardens to Jupiter this year. This impactful project doesn't require permits or heavy equipment, only the support of local residents. We want to engage the community in helping to restore healthy waterways by providing the opportunity to help assemble the "gardens" and attach them to every dock along the Loxahatchee, Sim's Creek, Harborside, the Inlet Village and Riverwalk. This project gives residents a sense of ownership and let's them feel they can make a difference with small actions. We are seeking funding to make this project, which has been successful in the central Indian River Lagoon and Sarasota, a reality for Jupiter waterways.

Our focus moving forward is on building community that is knowledgeable and engaged in valuing mangroves, seagrass, oysters, stormwater and water quality.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

n/a

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

30,000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

.48

of Jupiter Residents Served Annually

62,000

Names of Board Members

Linda Emerson
Janet Herbert
Joe DePinto

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Surfings Evolution and Preservation license plate
\$8000/2024, \$6000/2025

Please list your other major funders and amounts here (\$10,000+).

Additional Information

-Wildblueseas is only the second non-profit to qualify for and hold an annual permit for programs at the Jupiter Inlet Lighthouse Outstanding Natural Area, primarily on the lighthouse deck, lawn and dock. At the confluence of the ocean, inlet, river and lagoon, this unique location allows participants to experience all four waterways during our programs, gatherings and events. Our goal is to give everyone the chance to appreciate Jupiter's natural beauty and be reminded that the waterways are part of everything in our community from economy to well-being. In our first permit year, we offered 13 programs on site and over 300 local residents attended. This spring we are partnering with Jupiter business Little Moirs for a Sea to Table dinner on the Lighthouse deck, bringing everyone together for fun and meaningful discussion by the inlet. Another event being planned is a Waterway Celebration with live music and the chance to share memories and stories as a living history of Jupiter waterways.

-We are in our second year of partnering with Jupiter High School/JERFSA Blue Team students. They have participated in installing displays, maintaining and planting mangroves and sharing education at outreach tables. They participated in a beach cleanup and outreach for our Climate Week event with VoLo Foundation

-Founder/Executive Director Linda Emerson is a Jupiter resident since 1975. Her pioneering career in marine conservation embodies a life of dedication to the ocean. Her diverse body of work focuses on nurturing our connection with the natural world and each other. Her multi-disciplinary projects have touched tens of thousands of people from professional conference attendees to students and at-risk youths, the general public attending outreach events to volunteers in sea turtle nesting programs. She is known in Palm Beach Co. and beyond for visionary, collaborative science-based projects and programs that at their core recognize and celebrate our interdependence and emotional connection to nature, especially within the North Atlantic watershed. In 2021, she was awarded the Blue Friend of the Year from Loggerhead Marinelife Center for exemplifying significant contributions in marine conservation through work-related activities.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #54538

Date Submitted: 2/28/2025

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2025 is March 1, 2025.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2025 is \$50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Brett

Contact Last Name*

Carpenter

Role in the Organization

CEO/Preident

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Childrens Health and Mentor Program Inc.(dba CHAMP)

Address1*

6148 FOSTER STREET

Address2**City***

JUPITER

State*

FL

Zip*

33458

Contact Phone*

5613083305

Contact Email*

brettc@myychamp.com

501(c)(3) Designation*

LOD on IRS Website MAR 19 2019.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

990N thru 2023 submittal.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

1800

Program Description

CHAMP is an all volunteer non-profit organization providing FREE recreational activities to special needs individuals of ALL ages. The recreational activities help the special needs individuals improve their social skills and conversational skills to help them reach their full potential. Although CHAMP also helps train and provide employment referrals to individuals with special needs 18+ years and older, the funding request is only for the recreational program.

Using the incident rate that 1 in 36 people are impacted by autism, 1700 people in Jupiter are impacted by autism. Although CHAMP serves individual with other special needs(down syndrome , cerebral palsy), autistic individuals are the majority of its members. CHAMP estimates that we serve 50 Jupiter families plus more outside of Jupiter. Through word of mouth and social media the total members has grown to 225 in 2025 from 200 in 2024.

The FREE activities in 2024 are not offered by TOJ and not FREE of charge.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Based on serving 50 special needs individuals in Jupiter , CHAMP was awarded \$1000 to add to its operating funds and serve the Jupiter residents.These monies were used to fund X activities involving approximately 50 Jupiter residents.

These projects include 1)Two mini-golf and an ice cream sessions, 2)One Busch wildlife visit 3) Weekly Golf lessons at First tee 4)Four Animal interactions with Faith the Horse,5) One Jupiter Lighthouse Visit 6)Weekly Special Olympics Bowling at Jupiter Bowlero 7)One Bingo session at a Jupiter restaurant 8)One Take me out to the ball game at Roger dean stadium. Success of the programs is measured in the amount of increased participation in each of the events and 25 person growth in membership.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget (\$)

25000

Cost Per Beneficiary (total cost divided by number of residents served) (\$)

25000/50=\$500

of Jupiter Residents Served Annually

50

Names of Board Members

Angela Carpenter-Chairman of the Board
Reese Carpenter-Director and individual with autism
Lee Edmondson- Fundraising/Event Director
Inman Lanier- Regulatory/Event Director
Matilde Lanier- Secretary/Event director

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

MAC Charitable Foundation-\$10,000
Please list your other major funders and amounts here (\$10,000+).

Additional Information

In addition to event, CHAMP used the monies hosting events at the following Jupiter business
ALL STAR GRILL (Now Bartoni's)
Moon Dog Creations
Donated a \$800 Buddy Bench to the new Eastview Manor Playground in Jupiter.
Jupiter Bowlero bowling alley
Lighthouse ove
Please share any additional information on your organization, programs or services that is not included above.