



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 3, 2026
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

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

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

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

1. January 20, 2026, Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC HEARING

2. **Ordinance 16-26, First Reading,** Infrastructure Element Comprehensive Plan Text Amendment. (Second Reading TBD)

PUBLIC BUSINESS

3. Approval of Work Order No. 1 to LP Asphalt, LLC (Contract EPW2025-33A) for the Egret Landing Resurfacing project in the amount of \$1,450,637.
4. Approval of Work Order No. 2 to Arkest LLC (Contract EPW 2025-34B) for the Abacoa Temporary Fire Station Renovation project in the amount of \$199,873.
5. Approval of Work Order No. 2 to LP Asphalt, LLC (Contract EPW2025-33A) for the Dolphin Drive Resurfacing project in the amount of \$163,889.
6. **Resolution 18-26**, Approving a Uniform Collection Agreement with the Palm Beach County Tax Collector for the implementation and collection of a non-ad valorem assessment for fire services.
7. **Resolution 19-26**, Approving an Agreement with the Palm Beach County Property Appraiser for the implementation and collection of a non-ad valorem assessment for fire services.
8. **Resolution 33-26**, for the Amended Dedication of a Perpetual Easement to Florida Power and Light Company at Public Works Maintenance Facility.
9. **Resolution 35-26**, 240 Jupiter Street - Dissolve Unity of Title.

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving a Purchase and Sale Agreement with MESO Scale Diagnostics, LLC for 9-acres of Land at a Purchase Price of \$9 million.

ROUNDTABLE

11. 2026-2028 Proposed Strategic Plan

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

Tuesday, February 17, 2026 7:00 p.m. — Town Council Chambers
Tuesday, March 3, 2026 7:00 p.m. — Town Council Chambers

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.

Notices:

*Town Council and CRA Meetings are now webcast in real-time and viewable on your computer or mobile device - www.jupiter.fl.us/Live. Backup materials for the Town Council Meetings are available online one (1) week before the regular meetings.

*# means no backup materials are attached — revisions may occur

*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, F.S.

**Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2530 at least 48 hours in advance to request accommodations.*



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JANUARY 20, 2026**

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

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

CITIZEN COMMENTS

Mr. Joe Spano, a resident of Kingsley Road, noted concerns about various Town matters and expressed his support for the purchase of the Suni Sands property and requested that Council consider converting the property into a green space.

Mr. Robert Rosa, President of American Indian Movement Florida Chapter, discussed his concerns regarding Suni Sands.

Ms. Christine Pinello, a resident of Tequesta Drive, expressed her concerns regarding the proposed Town portion of the Suni Sands property.

MINUTES

1. January 6, 2026, Town Council Meeting Minutes.

Councilor Choy moved to approve the January 6, 2026, Town Council Meeting Minutes; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

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

- Prior to the vote on the Consent Agenda, Item 2 was taken up and voted on individually.

PUBLIC HEARING

2. **Getz Subdivision**– Applications for a 0.36± acre property located on the north side of Center Street, approximately 1500 feet west of North Pennock Lane, to request the following:

A. Ordinance 4-26, First Reading, Voluntary annexation;

Title for Ordinance 4-26 was read by Mr. Baird.

Councilor Sundstrom moved to approve Ordinance 4-26, First Reading; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

- B. Ordinance 5-26, First Reading**, Small-scale Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Low Residential, 1 Unit per Acre (LR-1), to Town of Jupiter (TOJ) Low Density Residential; and

Title for Ordinance 5-26 was read by Mr. Baird.

Councilor Sundstrom moved to approve Ordinance 5-26, First Reading; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

- C. Ordinance 6-26, First Reading**, Zoning Map amendment from PBC Single-Family Residential (RS) to TOJ Compact Single-Family Residential (R-1A). (Second Reading 2/17/2026)

Title for Ordinance 6-26 was read by Mr. Baird.

Councilor Sundstrom moved to approve Ordinance 6-26, First Reading; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

REGULAR AGENDA

PUBLIC HEARING

3. **Beacon Park** — Applications for 57.7± acres of property, generally located south of Jupiter Community Park, west of Limestone Creek Road, north of Indiantown Road, and east of the I-95 interchange for the following:
- A. Ordinance 2-26, First Reading**, Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Low Density Residential, on 34.3± acres located on the east side of Island Way;
- C. Ordinance 7-26, First Reading**, Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R-1, Residential Single-Family District, on 34.3± acres located on the east side of Island Way; and,

Mr. Zach Ciciera, with the Cotleur & Hearing Firm, representing the applicant, provided an overview of the proposed project request. He reviewed the location of the property and previous development proposals.

Mr. Ciciera continued his presentation by explaining the future land use map amendment, which included the removal of the bioscience research protection overlay, the status of the upcoming site plan, and related policy decisions. He also discussed the surrounding development and summarized the feedback received through the community outreach process.

Mr. Ciciera provided a brief overview of expected traffic reductions resulting from the proposed change in land use, and requested Council approval to allow residential uses on both sides of Island Way.

Mr. Garrett Watson, Principal Planner, highlighted key points and issues related to the applicant's request for a land use map amendment and rezoning, including explaining that Items A and C are referred to as the east side and Items B and D are referred to as the west side.

Mr. Watson reviewed the Planning and Zoning Commission's (PZC) recommendations for approval, which included changing the east side to residential, and their request that Council consider expanding commercial and/or industrial use on the west side. Mr. Watson noted that the PZC also requested a trip cap be considered as part of the overall package to align with the applicant's proposed development. Mr. Watson next discussed the applicant's request for the single-family compact zoning district, which is classified as R1-A, and noted that the PZC recommended the R1 standard single-family zoning district instead be applied to the property. He next provided an overview of the differences between the two districts. As part of the PZC recommendation, it was noted that they recommended Council consider removing the Bioscience Research Protection Overlay and consider expanding commercial and industrial uses on the property. Mr. Watson also provided a summary of the Commission's additional concerns and suggested uses for the property.

Mr. Watson explained that Council had two options, which were to adopt the applicant's request to change the land use to all residential or to take the PZC recommendation, which consisted of residential use on the east side and commercial/industrial use on the west side. He also provided pros and cons for each option if selected, and explained unique characteristics for both the east and west sides. Mr. Watson also clarified that the property currently had no entitlements on it, such as an approved site plan, but that there was a current development agreement in place.

Mayor Kuretski summarized the history of the property's land use, which also included how the Bioscience Protection Overlay had been implemented and why there currently was a development agreement on the property. Mayor Kuretski also discussed his involvement on the Bioscience Overlay Advisory Board. He then asked Staff to confirm the facts he presented.

Mr. John Sickler, Planning and Zoning Director, stated he had not verified all of the information provided; however, he could verify portions of the discussion related to the land use history that he and Mayor Kuretski had reviewed. Mayor Kuretski and Mr. Sickler had a brief discussion on the development agreement, the land use, and the prior discussions of possibly allowing a corporate headquarters on the site.

Mayor Kuretski asked whether the developer was agreeable to the existing development agreement ceasing to exist, if action were taken on both the east side and west side of the property. Mr. Sickler confirmed they were.

Mayor Kuretski noted that if development proceeded on the east side but not the west side, it could result in complications and would require an amendment to the development agreement. He asked whether such an amendment had been prepared. Mr. Sickler stated that he was waiting for Council input before moving forward.

Mayor Kuretski explained that the situation complicated the decision-making process because any action on the west side would constitute a legislative decision. He stated that he supported the requested future land use amendment based on the need to reduce traffic, but with an established trip cap to limit development on the property. He noted that he was comfortable with development on both the east and west sides, and remarked that there had been significant development in the Town since the property had been designated Industrial.

Councilor Guisinger asked for clarification regarding the proposed trip cap. Mayor Kuretski confirmed that a trip cap would apply to both sides of the property and explained the history of the land use designation. He noted that the property had previously functioned as a hybrid commercial use, and expressed support for clarifying and cleaning up the designation through a legislative decision by Council.

Councilor Sundstrom stated that she supported development on the east side, the implementation of a trip cap, and efforts to reduce traffic, and emphasized the importance of creating a more cohesive neighborhood. She expressed concerns regarding development on the west side, citing the structure of the Town's land use patterns and noting that approximately 72 percent of the Town is designated residential. She stated that the Town's industrial land supply is lower than that of neighboring jurisdictions. She did not support an I-2 designation and described the current I-4 designation as a "unicorn" use, noting it is the only I-4 designation in the Town. She also expressed concern that in the next couple of months through various applications it is possible for 20 to 25 percent of the Town's industrial land use capacity to be eliminated, particularly given the volatile times. While acknowledging the presence of a significant conservation buffer, she stated she was interested in learning more about potential uses, such as those in I-1, and associated traffic impacts before making a final decision.

Councilor Choy stated that she agreed with items A and C, including the trip cap and residential use. She requested clarification regarding limited multi-family use on the west side. Mr. Josh Simon with FLF Holdings, explained that the proposal included slightly denser residential development to meet workforce housing requirements. He described both on-site and off-site workforce housing, as well as the associated process and requirements.

Vice-Mayor Delaney stated that he agreed with Councilor Sundstrom, and would not want to necessarily give up the industrial aspect of the land use, but he was in favor of residential development on both the east and west sides due the reduced impact on the roads, and the suitability to the surrounding residents.

Councilor Guisinger asked what the expected reduction in traffic would be for east and west residential areas versus industrial uses. Mr. Watson stated that the information was not currently available but could be provided.

Councilor Sundstrom stated that the situation was complex, comparing it to a Rubik's Cube, and expressed a desire to learn more about the traffic counts.

Mayor Kuretski noted that the Town's traffic counts were already very high and that the opportunity to lock in this agreement was unique. He stated that if Council decided not to change the west side zoning, a different developer's agreement would be required.

Councilor Guisinger asked whether leaving the property industrial could provide opportunities for industrial businesses displaced along Toney Penna. Mr. Watson stated that this could be explored.

Mayor Kuretski opened the Agenda Item up for public comment:

Ms. Kaitlin Wood, resident of Leslie Street, asked Council to reject the proposed changes in zoning for both parcels. She expressed appreciation for Councilor Sundstrom's comments regarding gathering additional information, especially given that there are approximately 600 homes for sale in the Jupiter area. She expressed a preference for preserving some of the property for green space rather than developing additional housing.

Mr. Dean Butters, resident of Parey Island Place, stated that he fully supported the development and commented on the compatibility of the surrounding area.

Mr. Ross Aronovitz, resident of Behring Way, stated that he believed the site would be better used as open space. He noted that if Council decided to rezone the property, traffic impacts should be carefully considered and that the surrounding green space should be evaluated at the same time.

Mr. Randy Wilkinson, resident of Umbrella Place, stated that a majority of his community attended a presentation by Mr. Simon and his staff at the Rialto

clubhouse. He felt the development would be a gift to the community and believed the proposed homes and green spaces were compatible with the surrounding area.

Ms. Elizabeth Murray, resident of North Palm Beach, stated that she did not understand the synergy between the proposed development, conservation efforts, and a reduction in traffic. She also spoke in favor of preserving all of the Suni Sands property.

Mayor Kuretski stated that Council could take action on the two ordinances. He commented on the public input and noted that Council had already preserved 33.2 acres. He explained that the property had been set aside specifically for a wildlife corridor, and emphasized that the action was a down-zoning and not an up-zoning. He acknowledged that Jupiter property values are high, but noted that developers have property rights.

Vice-Mayor Delaney stated that the applicant had sold land to the Town for conservation purposes approximately three or four years ago. There was a brief discussion about code requirements for conservation, and the continuous efforts of the Town to conserve land.

Councilor Sundstrom asked if there would be a trip cap. Mayor Kuretski noted it would need to be part of a motion.

A. Ordinance 2-26, First Reading

Title for Ordinance 2-26 was read by Mr. Baird.

Councilor Guisinger moved to approve Ordinance 2-26, First Reading; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

C. Ordinance 7-26, First Reading

Title for Ordinance 7-26 was read by Mr. Baird.

Councilor Sundstrom moved to approve Ordinance 7-26, First Reading; seconded by Councilor Choy; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

Mr. Ciciera stated the approval should be on R1A and not R1. Mayor Kuretski stated Mr. Ciciera could bring that up on Second Reading, and that the Council was taking action on R1 based on lot sizes.

Councilor Guisinger asked if the trip cap should have been added to the motion of Ordinance 2-26. Mr. Baird stated it could come back on Second Reading, due to it

already being voted on.

B. Consideration of a Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Medium Density Residential, on 23.4± acres located on the west side of Island Way;

D. Consideration of a Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R-3, Residential, Limited Multi-Family District, on 23.4± acres located on the west side of Island Way. (Second Reading - TBD)

Mayor Kuretski asked Staff whether they were seeking direction from Council to return with Land Use and Zoning Map amendments reflecting what was being requested. Mr. Sickler stated that Staff would prepare ordinances based on what the Applicant proposed or what Council directed and would provide additional information.

Mayor Kuretski asked where the trip cap would be incorporated. Mr. Sickler responded that it would be included in the Future Land Use Map Amendment.

Mayor Kuretski expressed support for providing direction to proceed with Land Use and Zoning Map amendments consistent with the Applicant's request, including a trip cap, a release of the development agreement, and the Applicant's provision of right-of-way.

Mr. Sickler explained that the Applicant had requested that ordinances not be brought back until the site plan process had progressed further, which would be presented to Council at a later date.

Mayor Kuretski stated that Council heard that if they did not move in this direction, it could create uncertainty on the east side of the property due to workforce housing considerations. Mr. Sickler stated that if development on the west side were not approved, a portion of the site should be reserved on the east side to accommodate workforce housing onsite.

Vice-Mayor Delaney agreed with allowing residential development on the west side.

Councilor Sundstrom noted that the process did not need to slow down and that Ordinances could be drafted, but emphasized the need for due diligence and acknowledgment of options brought back by Staff. She expressed concern about risking a low-density project, which had not been seen in years, and stressed the importance of carefully evaluating proposed uses. She noted that the project had undergone years of processing, and that she wanted all relevant information before making a decision.

Councilor Guisinger expressed support for residential development on both the east and west sides, requested trip caps, and supported seeking additional information.

Councilor Choy stated she would like to see more information and was in favor of residential development on both the east and west sides. She also expressed appreciation for discussions related to conservation.

Mayor Kuretski stated that Council had reviewed the traffic impacts associated with the zoning and site plan proposed by the Applicant and noted that there was a margin. He added that some of the questions raised could lead to alternative outcomes. He asked Mr. Baird whether a motion was required. Mr. Baird confirmed that a motion was not necessary. Staff confirmed that they had received sufficient direction to proceed.

PUBLIC BUSINESS

4. Approval of a Proposed Settlement Agreement between 961 A1A LLC and 997 A1A LLC (Suni Sands), and the Town of Jupiter.

Town Attorney Tom Baird presented a proposed mediated settlement agreement arising from the Town Council's Certificate to Dig Order for the Suni Sands property. He provided a procedural and legal history of the Certificate to Dig process, including review by the Historic Resources Board (HRB), the HRB's Final Order denying a Certificate to Dig on the entire 10.4-acre property, and the subsequent appeal to Town Council. Mr. Baird explained the Council's Order requiring preservation of the 4.07-acre Midden with a buffer, the Celestial Railway right-of-way, and a view corridor. He also noted that the Order did not define for the view corridor the precise size, location or how it would be preserved. He explained the historical importance of the preserved areas.

Mr. Baird advised that following Council action, the property owner filed a request for relief under the Florida Land Use and Environmental Dispute Resolution Act (FLUEDRA), alleging the Council's order rendered the property undevelopable and constituted an unfair burden. He explained the risks to the Town associated with potential litigation, including the possibility of a court-ordered purchase of the property and attorney's fees. The parties participated in a very laborious and lengthy mediation process with a Special Magistrate, who recommended approval of the mediated settlement agreement.

Mr. Baird provided an overview of the settlement agreement and stated that the agreement provides for preservation in perpetuity of the Suni Sands Midden, the Celestial Railway right-of-way, and a defined view corridor, all to be conveyed to the Town. He explained that the agreement establishes a framework requiring future development applications to proceed through the Town's standard public hearing and review processes, and that acceptance of approved applications would resolve the FLUEDRA claim, while rejection would allow the owner to pursue further legal remedies.

Mayor Kuretski opened the Agenda Item up for public comment:

Ms. Anna Current, resident of North Hwy A1A, expressed her strong support of the mediation settlement agreement, and that she felt the project was a unique opportunity to revitalize a key piece of the waterfront and would help to keep the small-town feel.

Ms. Kaitlin Wood, resident of Leslie Street, expressed that she did not support the settlement agreement, the reasons for not supporting, and that she felt the entire 10-acre property should be preserved.

Ms. Christine Pinello, resident of Tequesta Drive, stated she was concerned with preserving public access to the water, that she would like to see mitigation due to the damage done to the indigenous tribes and historical teaching opportunities regarding the site.

Mr. Daniel Williams, resident of Delray Beach, spoke on protecting the ceremonial site, and noted dredging activity he has seen near the site. Mr. Williams also provided historical information regarding his heritage.

Mayor Kuretski commented that there was no Certificate to Dig provided for the 4.07-acre Midden. The property owner challenged this, but the settlement protects the land. He addressed the fear about a blanket approval, noting there were no terms for a development order included so that it could come back through the public process. Mayor Kuretski stated that most of the comments heard will be dealt with in a site plan and development order, and the current agreement would allow for open space along the water for the public. He referenced emails received. He noted he supported the settlement agreement and appreciated the work that was done.

Councilor Guisinger agreed and supported the settlement agreement as written. He felt it was a meaningful public benefit, and that it was a good compromise.

Councilor Sundstrom expressed that this was a wonderful compromise, and that it was a rare opportunity to secure waterfront property. She noted that the price was a lot of money, but it was at a discounted rate otherwise it would be at a market rate and much higher. She explained that with future approvals or applications, Planning & Zoning would be brought in, and the Council would be able to fully vet what is brought to them in a public process.

Vice-Mayor Delaney expressed appreciation for all of the work done. However, he had two concerns for the configuration and the way the property is divided up, and he expressed a desire to see development on the south side of the property. He also had concerns about a dock and the natural estuary.

Councilor Choy spoke about the framework and expressed her appreciation. She felt the Town would preserve more acreage than the property owner. She appreciated

Vice-Mayor Delaney's comments. She spoke about the economic impact and stated the agreement reflects the Town's Strategic Plan and had a small-town feel.

Mayor Kuretski described his site plan visits with the property owner. He expressed his support of the agreement, and noted that the agreement was in the best interest of the Town, and other items would still have to come before the Council for public input.

Councilor Choy moved to approve the Proposed Settlement Agreement between 961 A1A LLC and 997 A1A LLC (Suni Sands), and the Town of Jupiter; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	No	Yes	Yes	Yes

REPORTS

TOWN ATTORNEY:

- Mr. Baird reported that he had one item to share and extended birthday wishes to Mayor Golonka.

TOWN MANAGER:

- 2025 Citizen Survey – Mr. Kitzerow noted that as a follow-up to a question from the prior meeting, Council Members were emailed the results of the 2025 Citizen Survey earlier in the day. He stated the results would be posted on the Town's website and Staff was coordinating with the survey contractor to schedule a public presentation at a future Town Council meeting.
- Upcoming Swearing-In Ceremonies – Mr. Kitzerow announced the following ceremonies were scheduled:
 - Thursday, January 22, 2026 at 10:00 a.m.: Swearing-in of Don Hennessy as Chief of Police, to be held in the Council Chambers.
 - Monday, February 2, 2026 at 1:00 p.m.: Swearing-in ceremony for three Jupiter Fire Rescue Battalion Chiefs, an EMS Captain, and a Training Captain.
- Jupiter Inlet Dredging and Beach Renourishment Project – Mr. Kitzerow stated that the Jupiter Inlet District had begun an inlet dredging and beach renourishment project, which is expected to last approximately one month and operate 24 hours per day. He reported that sand from the inlet would be used to renourish the beach from the inlet to Ocean Trails Condominiums. The Town is using all available communication channels to notify boaters and residents.
- Bush Road Closure – Mr. Kitzerow announced beginning Monday, January 26, 2026, Bush Road would be closed to traffic for approximately ten days to allow utility work associated with a nearby development. The closure will be located just

south of the Atria Park of St. Joseph Senior Living Facility. Access to all homes will be maintained, with residents south of the work area accessing via Toney Penna Drive and residents north of the work area accessing via Indiantown Road. Variable message boards have been placed out, and the Town will provide updates via its website and social media.

- Future Traffic Improvements – Mr. Kitzerow stated a Town project to improve traffic flow at the intersection of Toney Penna Drive and Bush Road will begin in the near future and will require intermittent single-lane closures and flagging operations.
- Carver Avenue Closure (Future) – Mr. Kitzerow noted that there would be a future closure of Carver Avenue related to construction of the new Cinquez Fire Station to allow for utility installations. During the closure, residents will access the area via the new road through Cinquez Park. The schedule has not yet been set, and was pending approval of the maintenance-of-traffic plan. Advance notice will be provided once finalized.
- Fire Rescue Transition Planning – Mr. Kitzerow stated that Chief Donatto and Deputy Chief Steve Shaw of JFRD met with Palm Beach County Fire Rescue leadership to discuss a Transition of Service Plan. The Departments agreed to conduct a joint walkthrough of the Abacoa Fire Station on February 20, 2026, and to begin bi-monthly meetings focused on transition planning, development of a mutual aid agreement, and exploration of an automatic aid agreement. Fire Marshals from both Departments will also meet monthly to prepare for the transition of services to the Town.
- Employee Service Anniversaries – The Town Manager recognized the following employee service anniversaries:
 - Police Officer Jason Flesch – 10 years of service (January 11)
 - Frank Anastasio, Building Inspector – 25 years of service (January 22)
 - Mark Ellis, Senior Service Worker Supervisor, Parks and Recreation – 10 years of service (January 25)
 - Edwin Velasquez, Service Desk Supervisor, Information Systems Department – 25 years of service (January 29)

TOWN COUNCIL LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI:

- Meeting Procedures - Mayor Kuretski noted being flexible in how Council discussion is conducted and emphasized that Council Members are not required to comment when recognized. He also discussed Council policy requiring applicant presentation materials to be included in Council agenda packets one week in advance of the meeting, except in emergency circumstances, and requested reinforcement of this policy.
- Public Comment Procedures - Mayor Kuretski suggested clarifying speaker comment cards to better distinguish between agenda and non-agenda items to improve meeting management.

- Inlet Village Marina - Mayor Kuretski referenced the Staff follow-up that had been included in the Weekly Report and noted that agency feedback indicates potential interest in a change of use. He requested that the item be scheduled for discussion at a future Community Redevelopment Agency (CRA) meeting, and identified parking availability as a key consideration.
- Bush Road Closure - Mayor Kuretski expressed concerns regarding the upcoming Bush Road closures and emphasized the importance of ensuring continuous work activity during any period in which a public roadway is fully closed.
- League of Women Voters Presentation - Mayor Kuretski advised that he and Scott Reynolds would be presenting to the League of Women Voters on the topic of property taxes and that the presentation would be shared with Council following the event.

COUNCILOR GUISINGER:

- Sun Sands Mediation Settlement Agreement - Councilor Guisinger expressed his appreciation to the Town Attorney, Town Manager, and Planning and Zoning Staff for their work on the mediation settlement agreement.
- Staff Appreciation - Councilor Guisinger expressed appreciation to the Parks and Recreation Staff for addressing safety concerns at Cinquez Park related to Royal Poinciana tree seed pods.

COUNCILOR SUNDSTROM:

- PBA Contract - Councilor Sundstrom expressed her pleasure with the ratification of the Police Benevolent Association contract, and wished everyone a Happy New Year since she was unable to attend the last meeting.
- Inlet Village Marina - Councilor Sundstrom expressed appreciation for Staff and their proactive efforts and thorough reporting related to the item.
- Abacoa - Councilor Sundstrom provided an overview of concerns in Abacoa regarding mollusk growth and algae affecting irrigation infrastructure associated with IQ Water and impacts to homeowners' associations and residents. She noted that she was looking into the issue.

COUNCILOR CHOY:

- E-Bike Safety - Councilor Choy discussed e-bike safety concerns and sightline obstructions caused by landscaping near community and commercial entrances, with a request to explore mitigation and communication strategies.
- Police Chief - Councilor Choy congratulated Chief Hennessy
- Suni Sands Mediation Settlement Agreement - Councilor Choy expressed appreciation to Town Attorney Baird and Town Manager Kitzerow and all of the Staff members for their work.

VICE-MAYOR DELANEY:

- Public Comment Cards - Vice-Mayor Delaney made comments specific to cards, and the need for them to be more specific.

- Cinquez Dog Park – Vice-Mayor Delaney suggested there needed to be a review of dog park surface materials to reduce potential hazards to pets.

Mayor Kuretski concluded by thanking Staff for the thoroughness of Weekly Reports, and extended appreciation to the Police Department for ensuring public safety.

ADJOURNMENT – 9:51 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Comprehensive Plan Text Amendment – Water Supply Plan



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Infrastructure Element Comprehensive Plan Text Amendment</u> – To modify Policy 1.3.13 to adopt by reference the Town's 2025 10-year Water Supply Facilities Work Plan. <i>(Second Reading TBD)</i>

EXECUTIVE SUMMARY

Consideration of an amendment to the Infrastructure Element of the Comprehensive Plan to update Policy 1.3.13 to the reflect the date of the latest 10-year Water Supply Facilities Work Plan and adopt the Plan by reference.

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

ANALYSIS

Background and Analysis:

The South Florida Water Management District (the District) Governing Board adopted the Lower East Coast Water Supply Plan Update on September 23, 2024. As noted in Section 163.3177(6)(c)4, Florida Statutes (F.S.), the Town is required to update its Water Supply Facilities Work Plan within 18 months of the Governing Board's adoption. The proposed text amendment is Town initiated to ensure the Comprehensive Plan is in compliance with the Statute.

The District has provided local governments with a Technical Assistance Guide that provides a framework for reviewing and upgrading its 10-year Water Supply Facilities Work Plan and Comprehensive Plan, as necessary, to be consistent with the District's 2023-24 10-year Lower East Coast Water Supply Plan Update. The analyses contained in the Town's 2025 10-year Water Supply Facilities Work Plan concludes these documents are consistent with the District's 2023-2024 10-year Lower Coast Water Supply Plan Update. Therefore, the proposed text amendment to Infrastructure Element Policy 1.3.13 will accomplish the consistency requirement with the District's Plan Update, as mandated in Section 163.3177(6)(c)4, F.S.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their January 13, 2026, meeting, the Planning and Zoning Commission, acting as the Local Planning Agency (LPA), voted to unanimously (6-0) recommend **approval** of the Amendment to Infrastructure Element Policy 1.3.13 to adopt by reference the Town's 2025 10-year Water Supply Facilities Work Plan (Ordinance #16-26).

STRATEGIC PRIORITY

- Manage Growth
- Fiscal Responsibility

ATTACHMENTS

1. Ordinance 16-26
2. Staff Report and Attachments

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Martin Schneider at martins@jupiter.fl.us or 561-741-2290.

ORDINANCE NO. 16-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE NO. 57-89, THE COMPREHENSIVE PLAN OF THE TOWN OF JUPITER, TO AMEND POLICY 1.3.13 OF THE INFRASTRUCTURE ELEMENT OF THE COMPREHENSIVE PLAN BY INCORPORATING BY REFERENCE THE 2025 10-YEAR WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida (Town) has adopted a comprehensive plan which has been determined by the state's Land Planning Agency to be in compliance with Chapter 163, Part II, Florida Statutes (the Act); and

WHEREAS, pursuant to the Act, the Jupiter Planning and Zoning Commission, sitting as the Local Planning Agency (the LPA) has conducted a public hearing, as required by Section 163.3174(4)(a), Florida Statutes, and has recommended the amendment of the text of Policy 1.3.13 of the Infrastructure Element of the Comprehensive Plan by incorporating by reference the Town's 2025 10-year Water Supply Facilities Work Plan (the Amendment); and,

WHEREAS, The Town Council has determined that the amendment of Policy 1.3.13 would be in compliance with the Act; and,

WHEREAS, pursuant to Section 163.3184(11), Florida Statutes, the Town Council has conducted a public hearing, and after considering public comments the

Town Council, has voted to transmit the Amendment to the Florida Department of Commerce, appropriate reviewing agencies, and any other local government or governmental agency that has filed a written request with the Town requesting the Amendment pursuant to Section 163.3184(3)(b)1., Florida Statutes;

WHEREAS, the Florida Department of Commerce and appropriate reviewing agencies have reviewed the proposed Amendment for consistency with the Act and sent any comments to the Town pursuant to Section 163.3184(3)(b)2. through 4., Florida Statutes.

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

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

Section 2. Ordinance No. 57-89 of the Town of Jupiter, entitled "Comprehensive Plan of the Town of Jupiter," is hereby amended to amend the text of Policy 1.3.13 of the Infrastructure Element to indicate that the Town's 2025 10-year Water Supply Facilities Work Plan as shown in the attached Exhibit "A", which is incorporated herein.

Section 3. The Town Clerk is hereby directed to transmit the required copies of the proposed Amendment to the Department of Commerce and all other local governments or governmental agencies pursuant to Section 163.3184(3)(c)2., Florida Statutes.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

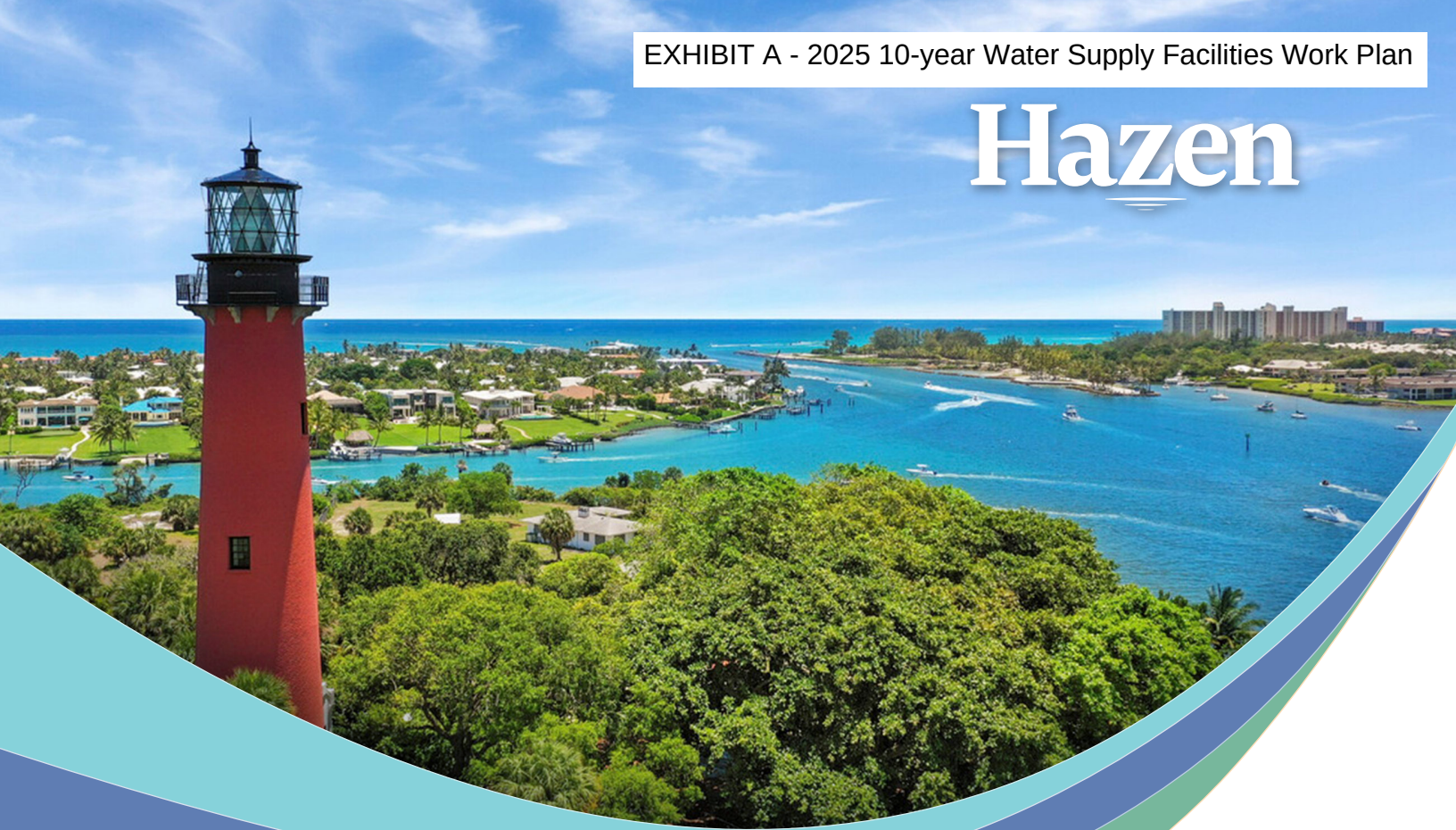
independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of laws in conflict. All ordinances, resolutions or other regulations, or parts of thereof which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. The effective date of this ordinance amending the Town's Comprehensive Plan shall be 31 days after the adoption of this Ordinance by the Town Council, unless it is challenged by an affected party. If challenged, the ordinance amending the comprehensive plan shall not become effective until either the state land planning agency or the Administrative Commission issues a Final Order determining that the plan amendment is in compliance with the Act pursuant to Section 163.3187(3)(c), Fla. Stat.

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— TOWN OF —
JUPITER

Water Supply Facilities Work Plan 2025 Update

January 2026

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1. Introduction

The Town of Jupiter (Town) 10-Year Water Supply Facilities Work Plan Update (Work Plan) identifies water supply sources and their availability in addition to the facilities needed to serve existing and new development within the local government’s jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update.

The 2023-2024 Lower East Coast Water Supply Plan Update (2023-2024 LECWSP Update) was adopted by the District’s Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by March 23, 2026.

The State of Florida requires that the Work Plan update addresses the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections, water demands and service areas must cover at least a 10-year planning period and be consistent with the 2023-2024 LECWSP Update and the updated comprehensive plan amendment.

The Town’s 2025 Work Plan Update is divided into eight sections:

- 1.0 – Introduction
- 2.0 – Water Service Area Overview
- 3.0 – Summary of Existing Water Infrastructure
- 4.0 – Population and Water Demand Projections
- 5.0 – Conservation and Reuse Efforts
- 6.0 – Regional Supply Issues
- 7.0 – Capital Improvements Program
- 8.0 – Goals, Objectives and Policies

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011, 2012, 2015 and 2016 sessions to address the state’s water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S., by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use and water supply planning.

1.2 Statutory Requirements

The Town has considered the following statutory provisions in updates to this 10-year Water Supply Facilities Work Plan.

1. Coordinate appropriate aspects of its comprehensive plan with the 2023-2024 LECWSP [Section 163.3177(4) (a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [Section 163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [Section 163.3180 (2), F.S.].
4. Revision of the related comprehensive planning elements within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2023-2024 LECWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.];
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2023-2024 LECWSP [Section 163.3177(6)(c)3, F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Section 163.3177(6)(c)3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2023-2024 LECWSP, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the 2023-2024 LECWSP [s.163.3177 (6) (h) 1., F.S.].
8. An Evaluation and Appraisal Report is required every seven years. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government needs to update their 10-year Water Supply Facilities Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2. Water Service Area Overview

The Town of Jupiter service area encompasses a total area of 58 square miles, approximately one-tenth the total area of urban Palm Beach County. The Town provides potable water service to residential, commercial, and industrial properties within the Town of Jupiter municipal limits, the Town of Juno Beach, and unincorporated areas of Palm Beach and Martin Counties. The utility has no wholesale customers. As of December 2025, the Town’s water service area has 31,243 individual accounts. **Figure 2-1** depicts the Town’s municipal boundary, water service area, and key Town assets including, the Water Treatment Plant (WTP), Central Boulevard High Service Pump Station, Juno Beach Repump Station, and Riverbend Repump Station.

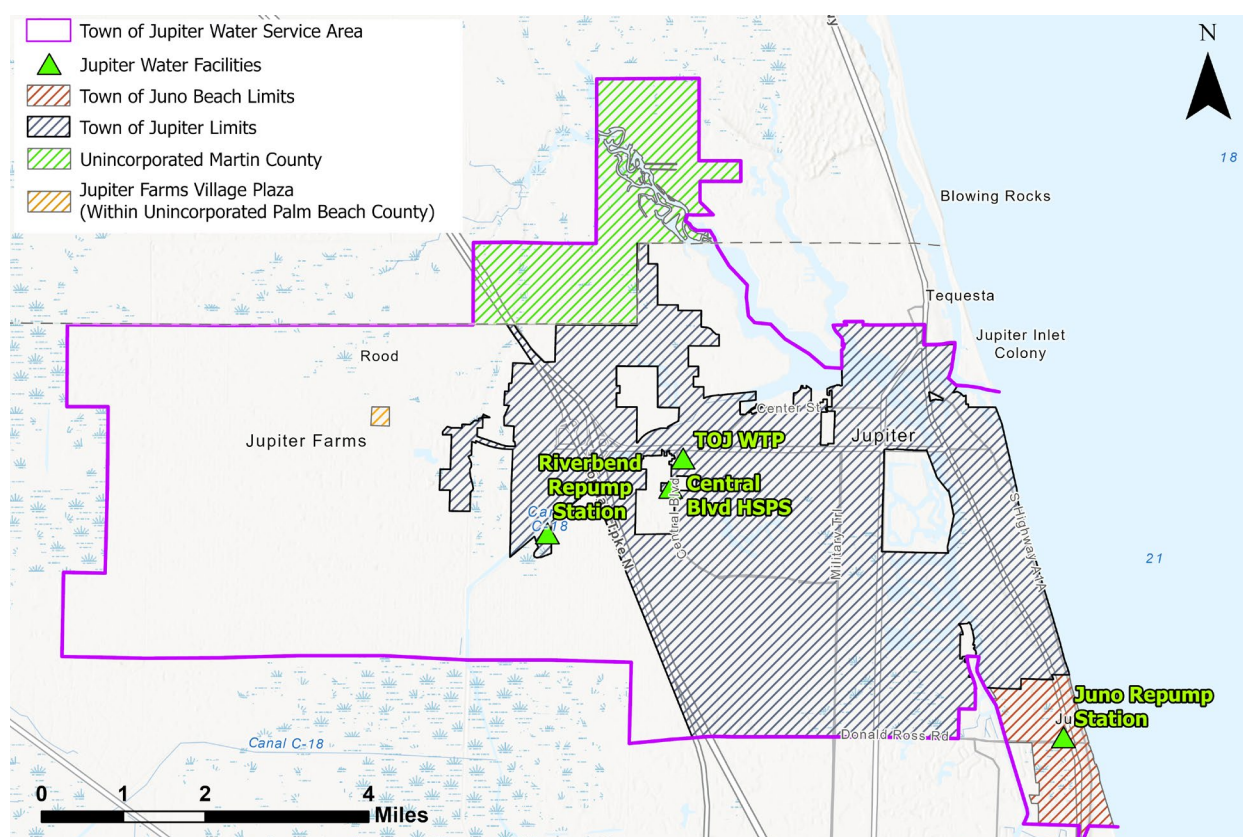


Figure 2-1: Town of Jupiter Water Service Area

2.1 Description of Town’s Water Supply System

The Town of Jupiter currently owns and operates 61 water supply wells; 49 surficial aquifer system (SAS) supply wells and 12 Floridan Aquifer System (FAS) supply wells. Raw water is treated using advanced membrane technologies at the Town’s WTP, and finished water is pumped into the storage and distribution system. Section 3 of this report provides a detailed description of the Town’s existing water system infrastructure.

2.2 Areas of Self Supply

Residents of the Jupiter Farms community, an unincorporated area of Palm Beach County, self-supply potable water by using private wells. The Town supplies potable water service to commercial customers in Jupiter Farms at the Sierra Square and Jupiter Farms Village commercial plazas. The Town currently does not have plans to extend potable water service to Jupiter Farms during the planning period of this report. However, requests for potable water service will be evaluated and considered on a case-by-case basis.

2.3 Summary of Existing Interlocal Water Supply Agreements

The Town currently has multiple interlocal agreements in place for the purpose of emergency water supply and conservation efforts.

- The Town of Jupiter has emergency water interconnect agreements with both the Village of Tequesta and Seacoast Utility Authority. The agreements allow for the sharing of water supplies in times of emergency through designated piped and metered connections within the water distribution systems.
- The Town currently has an agreement with the Loxahatchee River District (LRD) that provides for collaborative approaches to regional water supply issues. Under this agreement, the Town supplies nanofiltration (NF) treatment by-product water to the LRD to augment their reuse water supply. For the past 12 months, from the date of this report, an average of 1.65 MGD was supplied to the LRD. The existing agreement is set to expire in June 2026. Though the Town is constructing a deep injection well for disposal of concentrate with anticipated completion in the Summer of 2027, the Town and the LRD do plan on entering into a new agreement to enable the supply of NF concentrate for regional water supply benefit to continue as needed by either the LRD or the Town.
- The Town has an interlocal agreement with the SFWMD for development of the Town's FAS wellfield along the C-18 Canal right of way. The agreement provides easements and the District's support of the Town's FAS wellfield.
- Agreements for the operation of the Town's SAS recharge system exist with LRD, the South Indian River Water Control District, Northern Palm Beach County Improvement District, North Palm Beach Heights Water Control District, and multiple homeowner associations within the Town. The Town has a permit from the SFWMD for the operation of the surficial aquifer recharge system.

The Town does not provide wholesale water to other jurisdictions via master meters. The Town will enter into a new interlocal agreement with the LRD for supply of NF treatment by-product water.

2.4 Sector Plans

This section applies to local governments that have adopted a Sector Plan consistent with the requirements of Section 163.3245, F.S. This section is not applicable to the Town of Jupiter.

3. Summary of Existing Water Infrastructure

This section provides the following:

- Summary of Existing Water Supply Infrastructure
- Summary of Existing Water Treatment Infrastructure
- Summary of Existing Treatment Byproduct Disposal Infrastructure
- Summary of Existing Water Distribution System Infrastructure
- Summary of Historical Distribution System Water Losses
- Summary of Outstanding Compliance Issues

3.1 Summary of Existing Water Supply Infrastructure

The Town obtains its raw water supply from two groundwater aquifers: the SAS, a shallow freshwater source that is highly influenced by drought and low rainfall conditions but benefits from rapid recharge through infiltration; and the Upper Floridan aquifer, which is a brackish water supply in a confined aquifer part of the FAS. The following subsections describe the Town’s water allocation, water sources, and water infrastructure.

3.1.1 Water Use Permit

The Town’s water use permit (WUP) under Consumptive Use Permit number 50-00010-W, was issued by the SFWMD on August 23, 2010, and will expire on September 30, 2030. The WUP was most recently modified by letter on March 3, 2021, and described as follows: the relocation of two proposed SAS wells within the Beacon Park development, relocation of four proposed FAS wells, removal of two permitted proposed locations of FAS wells and addition of two proposed FAS well sites.

The permit allows the Town to withdraw up to 8,909 million gallons per year (MGY) with a maximum monthly withdrawal of 925 million gallons per month. The Town’s annual withdrawal average must not exceed 24.4 MGD, but this is not a daily limit; on any day, the Town may withdraw as much water from wells as needed to meet demand while also abiding by the withdrawal limits of the WUP. **Table 3-1** provides the Town’s WUP limitations for annual and maximum monthly withdrawals from each source.

Table 3-1: WUP Source Allocation Limitations

Source	Annual (MG)	Maximum Monthly (MG)
Surficial Aquifer	6,862	617
Floridan Aquifer	4,275	555
SAS Wellfield		

Source	Annual (MG)	Maximum Monthly (MG)
2		319.3
3		512.12
4		98.27

Refer to Table 3-2 and Figures 3-1, 3-2, and 3-3 for SAS well details and wellfield maps, respectively. Table 3-3 and Figure 3-4 present well construction details and map location of the FAS wellfield.

3.1.2 Raw Water Supply Wells

The Town utilizes two distinct water supply sources to meet the needs of its water treatment facilities. Raw water from the SAS (fresh) is used to supply the NF membrane and anion exchange (IX) treatment plants, while raw water from the FAS (brackish) is used to supply the reverse osmosis (RO) plant.

While each source has a permitted maximum withdrawal rate (annual and max month), the total allowable withdrawal rate is less than the sum of the two sources. The Town's general approach to operating the utility is to depend more heavily on the brackish water source (and the RO Plant) during low rainfall (dry season) periods. This operating approach aids in reducing impacts on the SAS, which is typically strained during periods of the year with low rainfall. During periods of high rainfall (wet season), the Town can rely more heavily on the SAS and the NF plant, which has lower operating costs as compared to RO. Increased salinity and reduced well production of the Town's FAS raw water supply wells has limited the Town's flexibility to rely more heavily on FAS supply over the past several years. However, with construction of three additional FAS wells, currently underway, the Town expects to restore operational flexibility. The new wells will serve to supplement the Town's existing FAS supply, not increase it. Permitted withdrawal rates will remain unchanged. Permitted raw water resources and facilities provide the capacity and operational flexibility needed by the water system to serve demand throughout the service area to build out. Currently, the Town's water service area is nearly built out, with the exception of a few parcels of vacant land, future redevelopment and supply of potable water to the residential areas of Jupiter Farms. Based on the population projections included in this report, the Town has sufficient raw water and treatment facilities to meet the projected water demands.

3.1.2.1 Surficial Aquifer Wellfield

The Town of Jupiter's SAS raw water supply currently includes 49 in service production wells that have a combined raw water producing capacity of approximately 21,800 gallons per minute (gpm) or 31.4 MGD. The wells are located throughout the largely residential areas of the Town; located as far north as Island Way north of Indiantown Road and as far south as the Abacoa Golf Course on Heights Blvd. As of 2025, the Town's SAS wells range from 4 to 50 years old. The Town's SAS production wells typically produce between 170 and 800 gpm (0.25 and 1.15 MGD) with the older wells producing at the lower end of the scale and the newer wells having higher capacities.

The Town is permitted for six additional SAS wells (Wellfield 4) through its WUP, for a total of 55 SAS supply wells. Four of these additional wells have been drilled and are expected to be placed into service within the next two years. The remaining two wells are programmed to be drilled in 2031, but timing is dependent upon development of the surrounding area.

Table 3-2 provides an inventory of the Town’s existing and proposed SAS supply wells, while **Figures 3-1, 3-2, and 3-3** depict the location of SAS wells in Wellfield 2, 3 and 4, respectively.

Table 3-2: Town of Jupiter Surficial Aquifer Supply Wells

SAS Well Number	WUP Well ID Number	Wellfield	Diameter (inch)	Total Depth (feet)	Casing Depth (feet)	Capacity (gpm)	Status
8A	281226	2	20	160	120	500	Existing
9A	281227	2	20	160	120	500	Existing
10A	281228	2	20	160	120	500	Existing
11A	281229	2	20	160	120	500	Existing
12A	281230	2	20	160	120	700	Existing
13	23542	2	12	200	136	430	Existing
14	23543	2	12	201	117	270	Existing
15	23544	2	12	185	110	325	Existing
16	23545	2	12	165	130	370	Existing
17	23546	2	12	165	132	550	Existing
18	13563	2	12	177	120	285	Existing
19R	259139	2	16	153	138	385	Existing
20	23548	2	16	148	104	220	Existing
21	23549	2	16	161	144	190	Existing
22	23550	2	16	153	137	450	Existing
23	23551	3	12	148	142	520	Existing
24	23552	3	12	148	142	500	Existing
25	23554	3	12	140	138	440	Existing
26	23553	3	12	145	140	280	Existing
27	23555	3	12	140	135	480	Existing
28	23556	3	12	158	125	170	Existing
29	23557	3	12	175	130	255	Existing
30	23558	3	12	175	130	315	Existing
31	27767	2	10	202	103	360	Existing
32	27768	3	10	160	105	300	Existing
33	27769	3	10	207	105	300	Existing
34	27770	3	10	220	120	360	Existing
35	27771	2	10	205	120	300	Existing
36	27772	2	10	200	120	300	Existing

SAS Well Number	WUP Well ID Number	Wellfield	Diameter (inch)	Total Depth (feet)	Casing Depth (feet)	Capacity (gpm)	Status
37R	259138	2	10	153	135	300	Existing
39	23559	3	8	116	112	750	Existing
40	23560	3	8	131	117	700	Existing
41	23561	3	8	138	116	840	Existing
42	23562	3	8	138	116	1000	Existing
43	23563	3	8	140	118	1200	Existing
44	23564	3	8	118	113	400	Existing
45	24661	3	8	141	124	400	Existing
46	23633	3	8	122	105	750	Existing
47	23634	3	8	132	126	500	Existing
48	27787	3	8	180	124	300	Existing
49	27788	3	8	180	138	300	Existing
50	23635	3	8	131	109	400	Existing
51	27789	3	8	152	114	300	Existing
52	27790	3	8	142	110	300	Existing
53	27791	3	8	150	110	300	Existing
54	27792	3	8	142	118	300	Existing
55	27793	3	8	143	112	300	Existing
56	23636	4	20	160	120	500	Proposed (permitted)
57	23637	4	20	160	120	500	Proposed (permitted)
58	23638	4	20	160	120	500	Existing (not yet in service)
59	23639	4	20	160	120	500	Existing (not yet in service)
60	23640	4	20	125	92.5	367	Existing (not yet in service)
62	23642	4	20	125	96	367	Existing (not yet in service)
67	27581	3	8	135	111	400	Existing
68	27582	3	8	145	121	1000	Existing

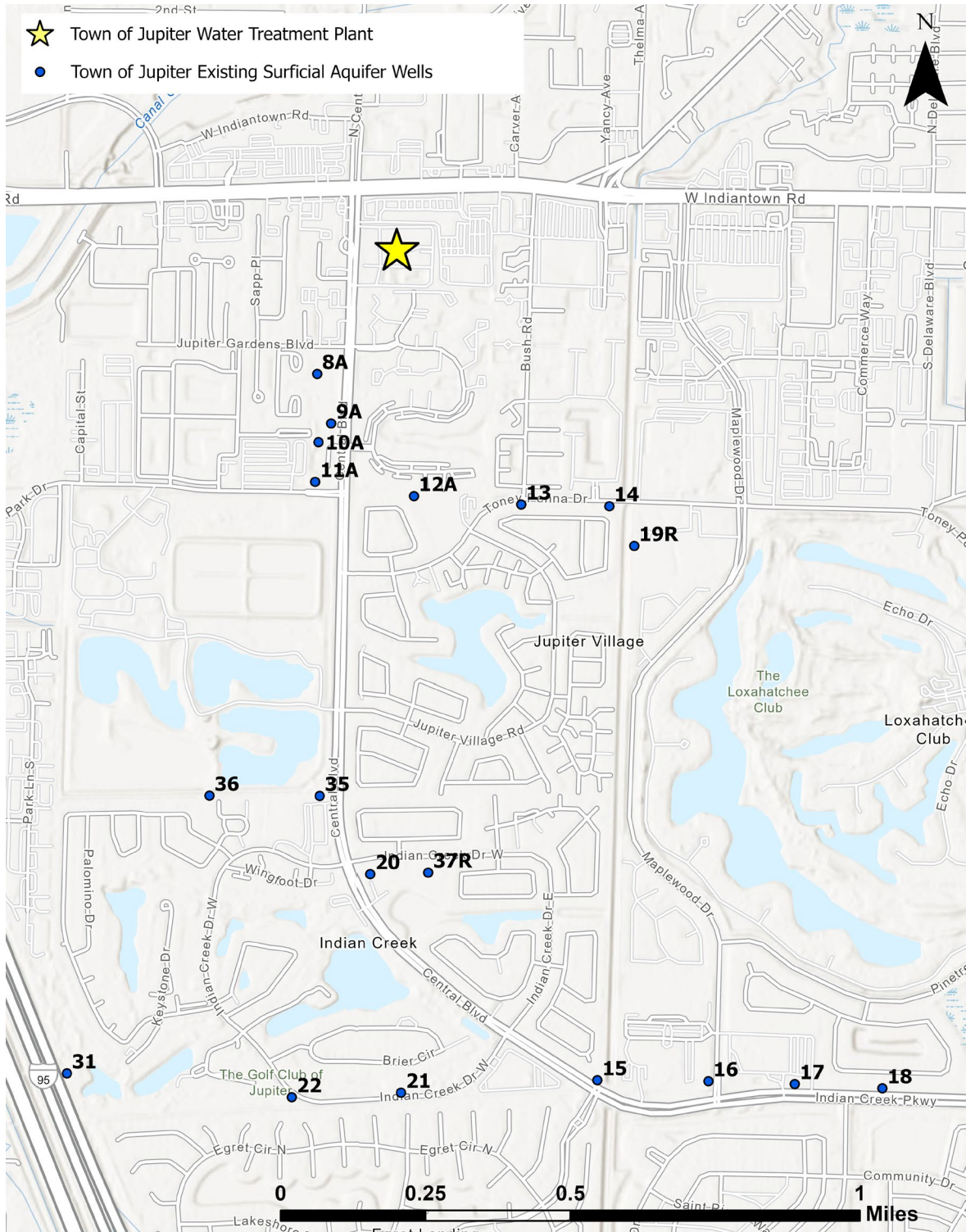


Figure 3-1: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 2

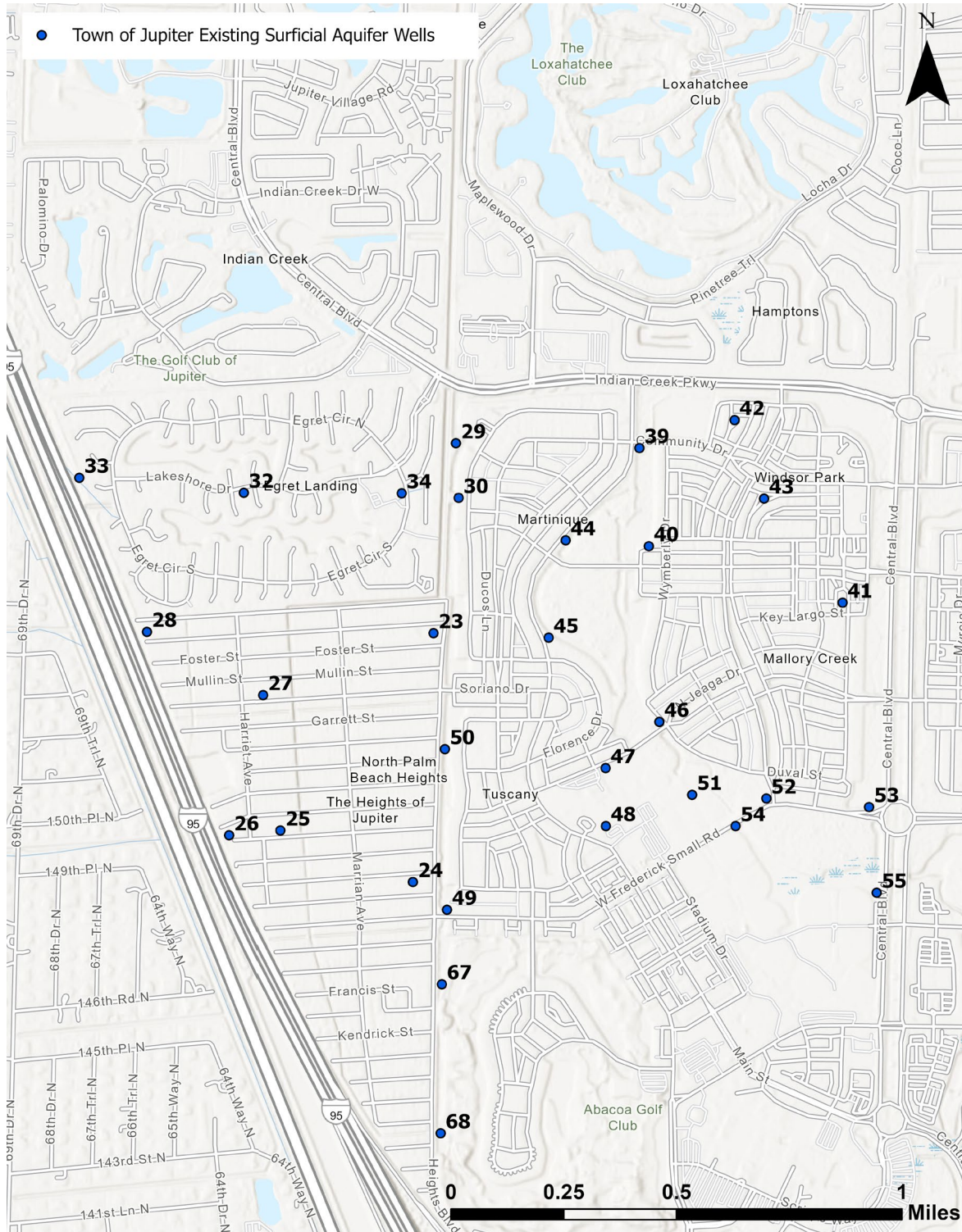


Figure 3-2: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 3

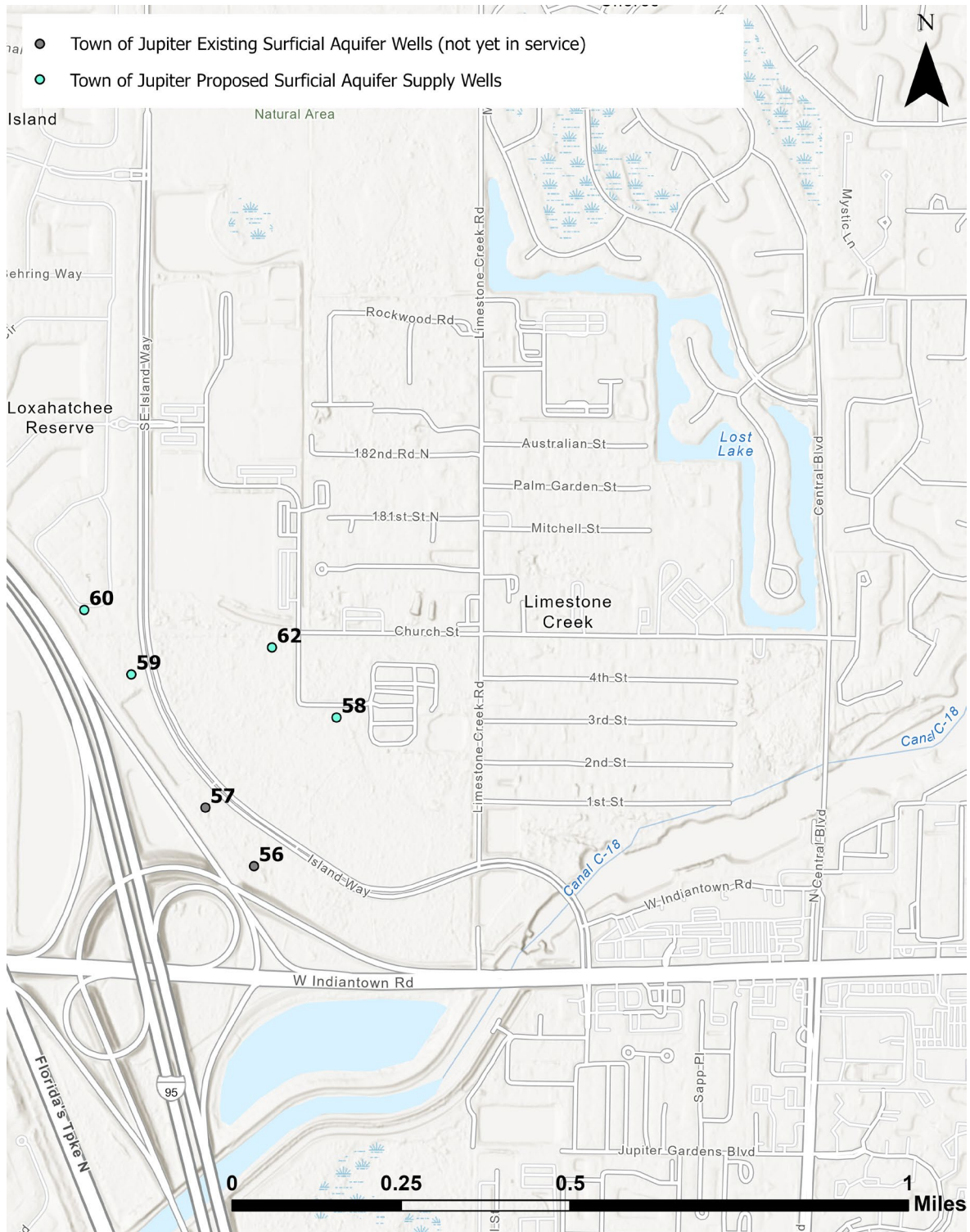


Figure 3-3: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 4

3.1.2.2 Floridan Aquifer Wellfield

The Town of Jupiter's Floridan aquifer raw water supply currently includes 12 production wells with a combined raw water production capacity of approximately 12,500 gpm or 18 MGD. Individually these wells produce between 600 and 1,700 gpm. Existing FAS wells are completed within the Upper FAS at depths between 1,373 feet and 1,673 feet below land surface. Existing FAS wells are located at the Central Blvd Ground Storage Tank and High Service Pumping Facility (RO-2 and RO-3); at the WTP site (RO-4); along the South Indian River Water Control District outfall canal (RO-7 and RO-10); and within the SFWMD C-18 Canal Right of Way (RO-5, RO-6, RO-8, RO-9, RO-11, RO-12 and RO-13).

As of 2025, the Town's FAS wells range between 19 and 37 years old. Raw water from the FAS is naturally corrosive due to its brackish nature. FASAs such, FAS wells are constructed with either fiberglass reinforced plastic (FRP) casing or polyvinyl chloride (PVC) casing. Six additional FAS wells (RO-14, RO-15, RO-16, RO-17, RO-18 and RO-19) are permitted by SFWMD to be constructed to supplement the Town's existing FAS raw water supply. FAS wells RO-14, RO-15, and RO-16 are currently under construction and scheduled to become operational in 2028. Construction of future wells RO-17, RO-18, and RO-19 are planned for 2031, however construction timing is contingent upon on private development of the surrounding areas. It is expected that these three future additional FAS wells will be completed to depths of approximately 1,650 feet below land surface, however completed depths will be dependent on aquifer water quality and geologic conditions determined during drilling. **Table 3-3** provides an inventory of the Town's existing and proposed FAS supply wells. **Figure 3-4** depicts the locations of the FAS supply wells.

Table 3-3: Town of Jupiter Floridan Aquifer Supply Wells

FAS Well Number	WUP Well ID Number	Wellfield	Diameter (inch)	Total Depth (feet)	Casing Depth (feet)	Capacity (gpm)	Status
RO-2	23566	Floridan	16	1,673	1,032	2,000	Existing
RO-3	23567	Floridan	16	1,615	1,017	2,000	Existing
RO-4	23568	Floridan	16	1,373	1,065	2,040	Existing
RO-5	27794	Floridan	16	1,665	1,451	1,100	Existing
RO-6	27795	Floridan	16	1,660	1,465	1,300	Existing
RO-7	27796	Floridan	16	1,662	1,330	2,000	Existing
RO-8	27797	Floridan	16	1,540	1,295	1,500	Existing
RO-9	27798	Floridan	16	1,520	1,235	1,500	Existing
RO-10	27799	Floridan	16	1,617	1,224	1,500	Existing
RO-11	23569	Floridan	16	1,500	1,050	1,000	Existing
RO-12	23570	Floridan	16	1,500	1,050	1,000	Existing
RO-13	23571	Floridan	16	1,500	1,050	1,000	Existing
RO-14	281222	Floridan	16	1,437	1,070	1,390	Existing (not yet in service)
RO-15	281223	Floridan	16	1,514	1,119	1,500	Existing (not yet in service)
RO-16	281224	Floridan	16	1,633	1,245	1,395	Existing (not yet in service)
RO-17	281225	Floridan	16	1,650	1,050	1,500	Proposed (permitted)
RO-18	286841	Floridan	16	1,650	1,050	1,500	Proposed (permitted)
RO-19	286842	Floridan	16	1,650	1,050	1,500	Proposed (permitted)

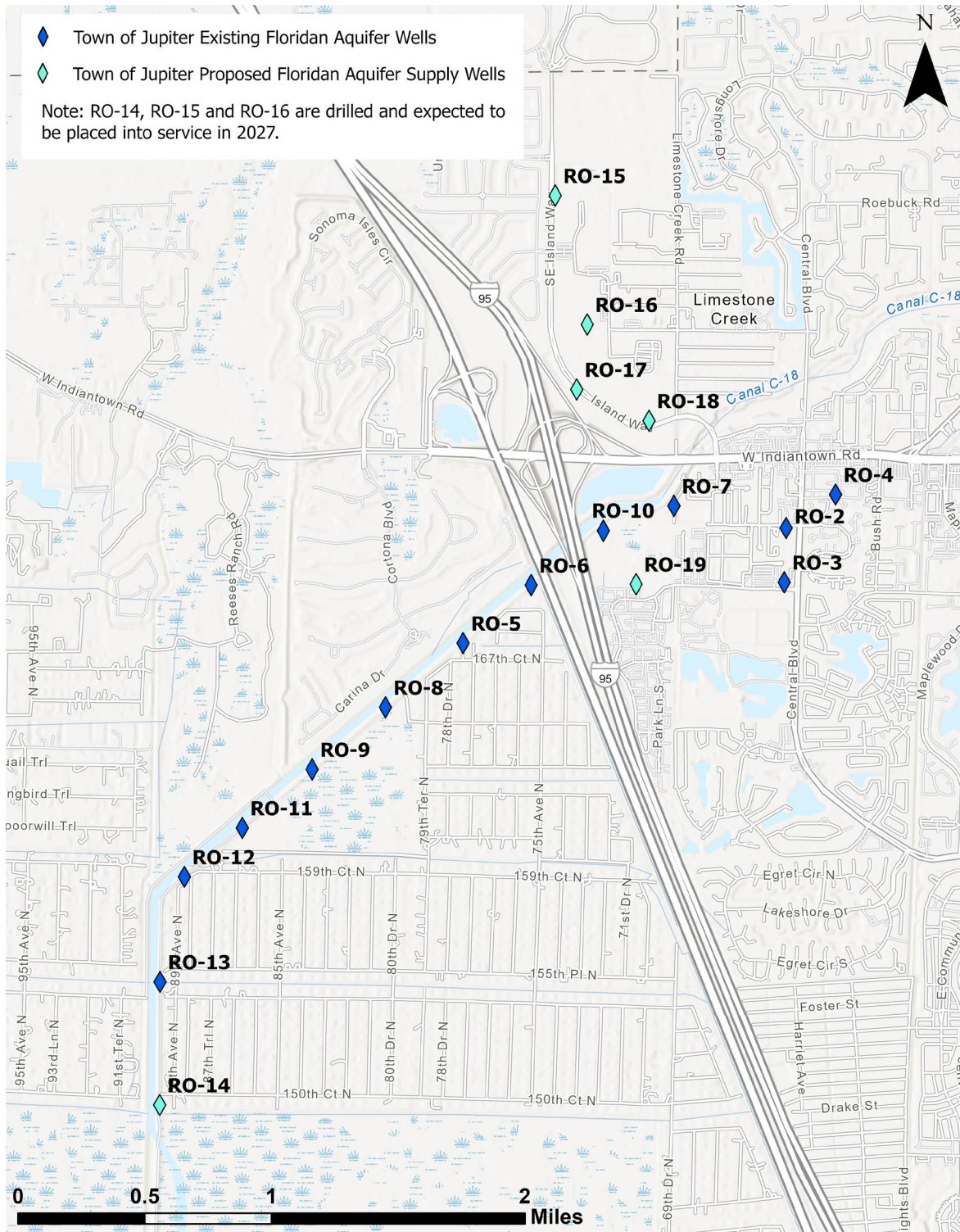


Figure 3-4: Town of Jupiter's Floridan Aquifer Supply Wellfield

3.1.3 Deep Injection Well

Currently, the Town disposes of nanofiltration concentrate by conveyance to the Loxahatchee River Environmental Control District (LRD) where it is blended with secondary treated effluent from the LRD’s Wastewater Treatment Facility and sold as irrigation supply or pumped down LRD’s deep injection well. The Town is constructing a deep injection well for disposal of RO concentrate and NF concentrate, which is anticipated to be placed into service in the summer of 2027. The Town and the LRD intend to execute a new agreement for supply of NF concentrate.

In 2024, the Town began construction of a Class I injection well under Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Construction and Testing Permit Number: 0427187-001-UC/1X. A petition for Variance from Rule 62-521.400(1)(f), F.A.C was granted on May 4, 2023, to construct the injection well within 500 feet of a water FAS supply well (RO-4). The injection well is designed to dispose of membrane concentrate from RO and NF membrane treatment processes. The maximum allowable injection velocity is 10 feet per second (fps) which corresponds to a peak flow rate of 7,913 gpm (11.4 mgd) for the nominal 20-inch FRP tubing (except during planned testing, maintenance or emergency conditions, in which case the flow rate shall not exceed 12 fps). The injection well is expected to be operational by the end of 2027.

A summary of the construction details of each facility’s injection well is presented in **Table 3-4**.

Table 3-1: Injection Well Construction and Operation Details

Owner	Well Name	Final Casing (inches OD)	Final Casing Depth (feet bls)	Injection Tubing (inches OD)	Injection Tubing Depth (feet bls)	Injection Interval (feet bls)	Maximum Permitted Injection Rate (gpm)	Maximum Permitted Injection Rate (mgd)
TOJ	IW-1	28-inch steel ¹	2,850 ¹	20-inch FRP ¹	2,840 ¹	2,850 – 3,300 ¹	7,913 ¹	11.4 ¹
LRD	IW-1	34-inch steel	2,839	24-inch Steel	2,839	2,839 – 3,505	12,950	18.65

¹Proposed construction and operation details in accordance with FDEP UIC Permit 0427187-001-UC/1X

3.1.4 Surficial Aquifer Recharge

Since 1990, the Town has incrementally constructed a system of control structures, flow-ways and salinity barriers intended to increase surface water storage and SAS recharge utilizing freshwater that would otherwise be wasted to tide. The recharge system, when fully developed, is expected to offset some of the effects of urban groundwater withdrawals by replenishing the local aquifer, thereby minimizing the risk of environmental harm, including wetland drawdowns and saltwater intrusion. The recharge system is seen as a prudent insurance policy for Jupiter’s water supply given its susceptibility to impacts. The long-term sustainability of the region’s water resources and freshwater environment will be greatly enhanced through operation of this system.

Currently, the Town is permitted to withdraw approximately 12 cfs from the C-18 Canal to supply the SAS recharge system. The SFWMD plans to supply 25 cfs of recharge flows to Limestone Creek and the C-18 Canal as part of the CERP Loxahatchee River Watershed restoration Project, which the Town hopes will increase opportunities to utilize the recharge system that has been constructed. Implementation of these recharge flows would aid significantly in reducing natural area impacts to groundwater levels during dry periods (low rainfall and drought) while providing protection to natural systems and wetlands. The renewed permit was issued November 2019; however restrictive permit conditions are not conducive to use the system.

3.2 Summary of Existing Water Treatment Facilities

The Town’s existing water treatment facility consists of three separate processes: Reverse Osmosis, Ion Exchange, and Nanofiltration. Each of the processes is permitted by the FDEP and have rated treatment capacities as shown in **Table 3-5**.

Table 3-5: Existing Rated Plant Capacities

Facility	FDEP Permitted Treatment Capacity (MGD)
Reverse Osmosis	13.7
Ion Exchange	1.8
Nanofiltration	14.5
Total	30.0

The RO plant is capable of producing 13.7 MGD of finished water. The Utility has a permitted (by SFWMD) daily withdrawal allocation from the Floridian aquifer of 17.90 MGD (max month basis), which allows the RO plant the ability to produce 13.7 MGD of finished water at the 75% recovery rate of the process.

In 1999, a 1.8 MGD ion exchange treatment plant was constructed. The ion exchange plant utilizes SAS water to produce water of increased alkalinity and low color which when blended with the RO permeate waters improves the chemical and aesthetic characteristics of the total blended finish water. However, the Town’s strategy to comply with forthcoming PFAS regulations will require that the use of the ion exchange treatment plant be discontinued. Therefore, the Town plans to demolish the ion exchange treatment facility and construct one additional NF membrane treatment train of like capacity (2.9 mgd) to the existing five NF trains thereby increasing the capacity of the NF facility from 14.5 mgd to 17.4 mgd. .

In 2010, the Town commissioned a 14.5 MGD NF plant. The plant utilizes raw water from the SAS, which is the same source used by the ion exchange plant. As mentioned above, the Town strategy will discontinue usage of the ion exchange treatment plant and increase the capacity of the NF system by adding one NF train and demolishing the IX system.

The Utility has a permitted (by SFWMD) daily withdrawal allocation from the SAS of 19.90 MGD (max month basis), which allows the ion exchange plant to operate in conjunction with the NF plant. The NF plant produces 14.5 MGD of product at an 85% process recovery rate.

3.2.1 Treatment Losses

Treatment loss, for the purpose of this report, is defined as the difference between raw water pumped and finished water produced and pumped to the water distribution system. Treatment losses vary depending on the treatment technology utilized. For example, RO membrane treatment has an inherent recovery rate of approximately 75% (potable water), meaning that 25% of the feedwater is rejected as concentrate. By comparison, NF membrane treatment generally achieves a higher recovery rate of around 85%, corresponding to a treatment loss of about 15%. In addition, there are processes within the treatment plant that utilized treated water before pumping to the distribution system, these are also considered treatment losses. The Town's WTP, utilizes both RO and NF membrane treatment technologies. The Town's annual average treatment loss over the five-year period from 2020 to 2024 varied from approximately 19 to 23 percent of the raw water pumped as shown in Figure 3-5. Average treatment losses experienced by the Town are typical of other membrane treatment plants in south Florida.

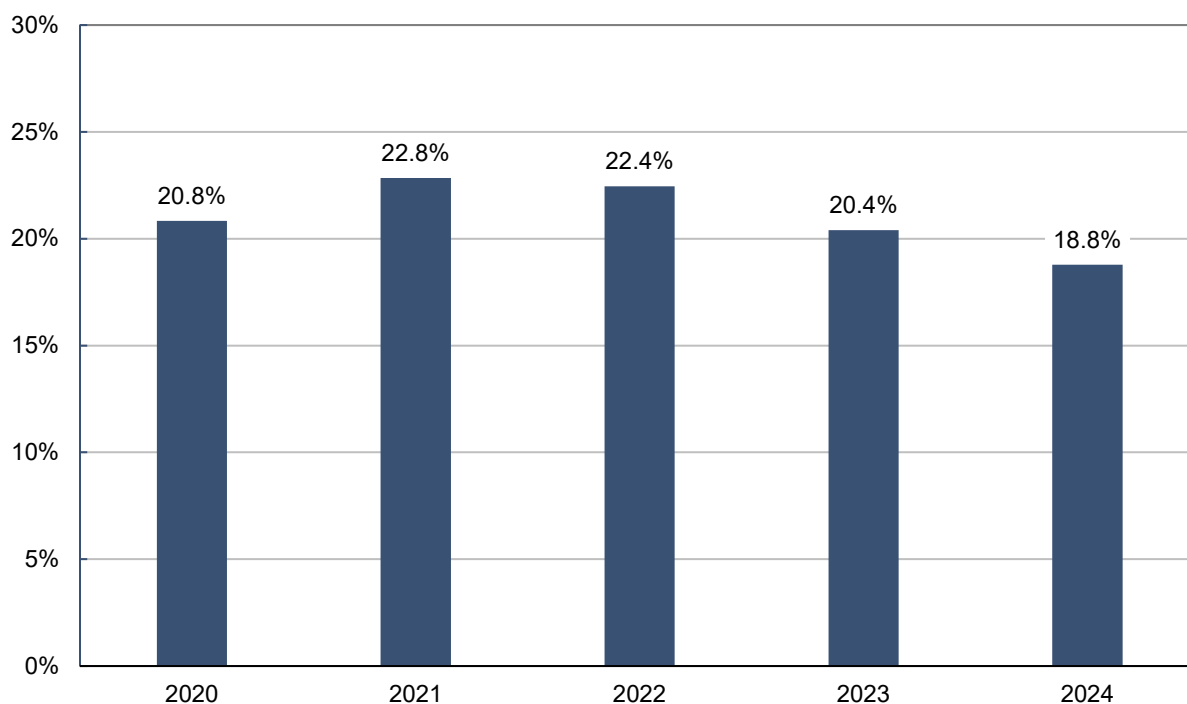


Figure 3-5: Annual Average Percent Water Treatment Loss

3.2.2 Level of Service Criteria

The Town of Jupiter has set level of service standards for its water system as summarized in **Table 3-6**.

Table 3-6: Level of Service Standards

Component	Level of Service Standard / Goal
Raw Water Supply	26.2 MGD – SAS 23.5 MGD – FAS 49.7 MGD – Total
Treatment Capacity	30 MGD
Minimum system pressure during peak hour demand with largest pump out of service during non-fire flow conditions	Maintain a minimum of 45 psi in the distribution system
Minimum system pressure during peak hour demand with largest pump out of service during fire flow conditions	Maintain a minimum of 20 psi in the distribution system
Finished Water Pumped Per Capita – 2019 Comprehensive Plan Volume 1, Infrastructure Element	Policy 1.4.4 of the Comprehensive Plan Volume 1, Infrastructure Element indicates that the level of service for finished water pumped shall be 153 gallons per capita per day for residential customers and 100 gallons per 1,000 square feet for non-residential customers
Finished Water Storage	A minimum of 5.1 MG based on water demand in the past 12 months (FAC 62-555.320). Current storage capacity: 29.5 MG.
Maximum Distribution System Water Loss	10 Percent of Finished Water Pumped

3.2.3 Outstanding Compliance Issues

FDEP issued an Administrative Order (AO-22-001-IW-50-SED) to cease the primary disposal of RO concentrate into Class II Marine Waters via outfall to the C-18 Canal (Southwest Fork of the Loxahatchee River) within 28 months from issuance of the UIC permit. The existing outfall will remain in place and is permitted for emergency/backup use only.

3.3 Finished Water Distribution System

The Town's water distribution system consists of over 467 miles of 2 to 30-inch diameter water mains that convey finished water from the ground storage and repumping facilities to the Town's water customers. In general, the larger diameter transmission mains originate at the WTP ground storage and high service pumping and repumping stations and decrease in size as they extend through the water service area. The majority of the Town's water customers are to the east, north and south of the WTP. The distribution system is interconnected in a loop configuration that provides reliable service throughout the entire water service area. **Figure 3-6** illustrates the Town's water customers within the water service area.

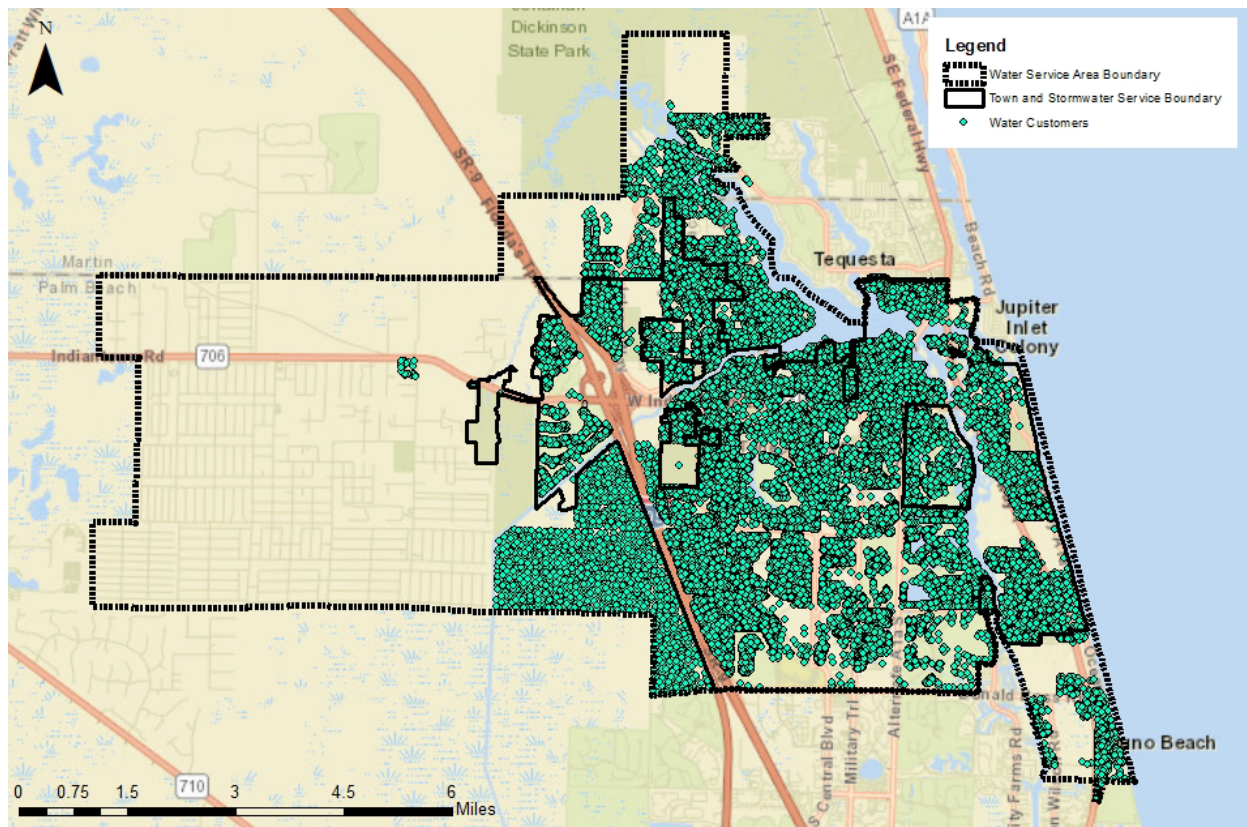


Figure 3-6: Town of Jupiter Water Customers

3.3.1 Distribution System Interconnects

The Town maintains metered distribution system interconnections with two neighboring utilities, the Village of Tequesta to the north, and the Seacoast Utility Authority to the south. These interconnections are closed during normal operations. The interconnects are maintained to allow for the sharing of water supplies in case of an emergency need. The Town's interconnects are listed below:

- There are two interconnections with the Village of Tequesta: one 8-inch, and one 12-inch.
- There are three interconnections with Seacoast Utility Authority: one 8-inch, one 10-inch and one 12-inch.

3.3.2 Distribution System Water Storage Facilities

The Town's water storage system consists of a total of seven ground storage tanks (GSTs), with a total combined storage capacity of 29.5 MG:

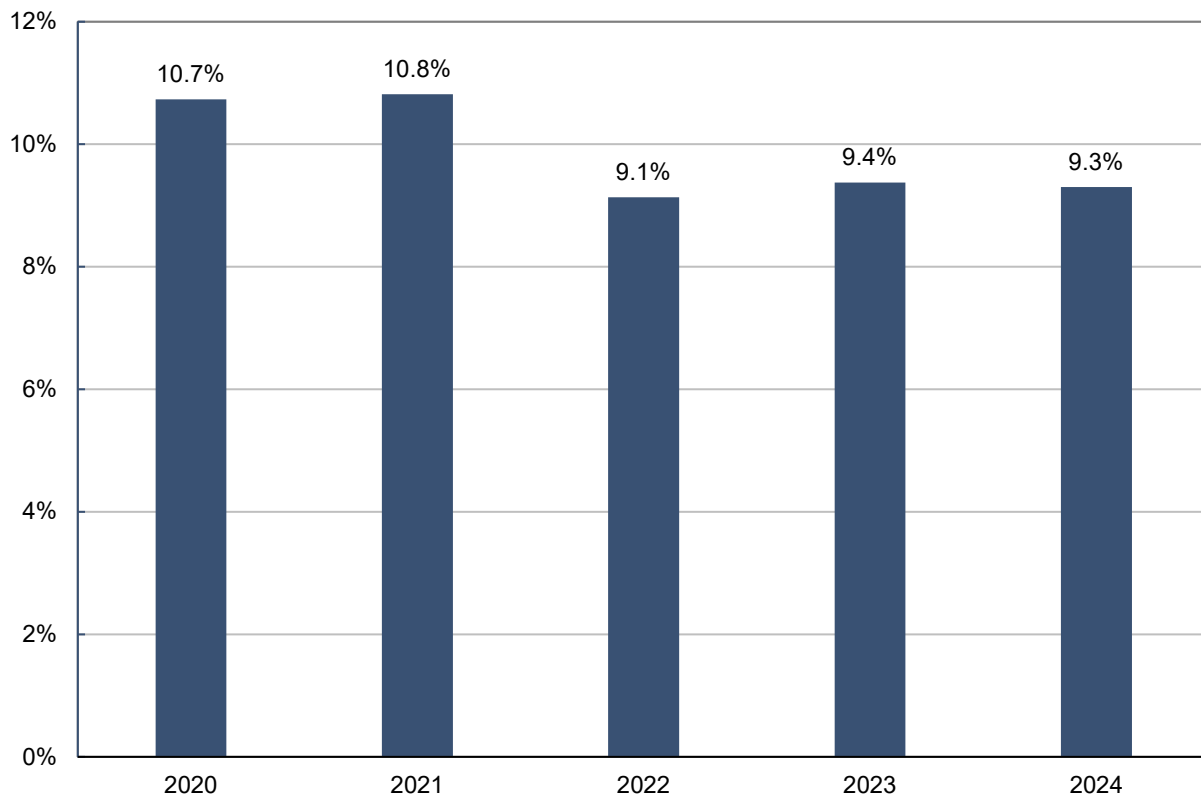
- Two of the GSTs are located at the Town's WTP, and have a combined capacity of 4.5 MG.
- Three of the GSTs are located at the Central Boulevard Repumping Station, with a combined capacity of 21.0 MG.

- One GST is located at the Juno Beach Repump Station, and has a capacity of 1.0 MG.
- One GST is located at the Riverbend Repump Station and has a capacity of 3.0 million gallons.

3.3.3 Distribution System Losses

Distribution system loss refers to the difference in the amount of finished water pumped to the distribution system compared to that measured at customer meters, as a percentage of the finished water pumped. Historical annual distribution system losses are presented in **Figure 3-7**. For the Town of Jupiter, the distribution system losses during the timeframe from 2020 through 2024, ranged from 9.1% to 10.8%. The goal for distribution loss as established by the SFWMD is 10% or less. The Town has been successful in the last three years in reducing distribution system losses below 10%.

Figure 3-7: Annual Average Percent Distribution System Loss



4. Population and Water Demand Projections

4.1 Introduction

This section summarizes historical and forecasted population along with historical and forecasted water demand through 2045.

4.2 Population Projections

The population modeling used for the water demand forecast was performed by Palm Beach County Planning and Zoning Department (PBCPZD) using the Countywide Population Projections Through 2045 by Traffic Analysis Zones, to develop the projected populations based on the Office of Economic and Demographic Research (OEDR) and University of Florida’s Bureau of Economic and Business Research (UFBEBR). Palm Beach County utilizes the OEDR/BEBR medium range projections for the County’s Population Allocation Model. Note that the Town has requested UFBEBR to conduct an in-depth population study specific to the Town’s water service area. The study is underway but will not be completed in time for this update.

Martin County does not disaggregate population to traffic analysis zones. Therefore, values for this service area were derived by multiplying the number of Martin County service area households by average person per household for the entire utility service area, then projected using the average annual percent change within the Palm Beach County portion of the service area.

Table 4-1 presents the population forecast for the Town of Jupiter’s water service area from 2025 through the year 2045.

Table 4-1: Population Projections for the Town’s Water Service Area

Location	2025	2030	2035	2040	2045
Jupiter	62,867	65,027	66,733	68,459	69,500
Juno Beach	2,451	2,489	2,599	2,639	2,682
Unincorporated Palm Beach County	12,908	13,247	13,463	13,683	13,882
Unincorporated Martin County	2,574	2,657	2,724	2,789	2,831
TOTAL	80,800	83,420	85,519	87,570	88,895
Jupiter Farms (unincorporated PBC)	13,183	13,492	13,630	13,831	14,126

Jupiter Farms, located generally west of the Florida’s Turnpike/Interstate 95 corridor, represents the largest portion of the Town of Jupiter’s water service area to which potable water service has yet to be extended. Jupiter Farms was excluded from the demand projections included in this update because there are currently no plans to extend water service to the residential areas of Jupiter Farms in the next 10 years. If potable water service were to be extended to this area, it is expected that demand for water would not include an irrigation component, as households have existing private water systems that could be utilized for irrigation.

Hence, per capita water demand would likely be lower than the rest of the water service area by approximately 25%. Jupiter Farms is nearly built out. Based on the population projections included for Jupiter Farms in Table 4-1, the Town’s existing water supply and treatment facilities are adequately sized to support Jupiter Farms.

4.3 Historical Raw Water Used

Table 4-2 presents the Town of Jupiter’s water system historical raw water use from the FAS and SAS from 2020 to 2024. Historical per capita water usage and maximum day peaking factors for 2020 to 2024 are calculated based on combined annual raw water withdrawals from the SAS and FAS, and the water service area population. Based on this data for 2020 to 2024, raw water usage per person ranged from 250 gallons per capita per day (gpcd) to 259 gpcd, averaging 253 gpcd over the 5-year period. Based on combined maximum day withdrawals from the FAS and SAS during the same 5-year time period, the raw water maximum day peaking factor, ranged from 1.28 to 1.55, averaging 1.42, over the 5-year period. Both the average per capita raw water usage and the average peaking factor are used later in this report to calculate projected raw water demands.

Table 4-2: Historical Combined Raw Water Used

Year	Water Service Area Population	Combined Raw Water Demand					
		Annual Withdrawal (mgd)	Avg Day Demand (mgd)	Avg Day Per Capita (gpcd)	Max Day Factor	Max Day Demand (mgd)	Max Day Per Capita (gpcd)
2020	78,180	7,133	19.5	250	1.55	30.3	387
2021	78,704	7,435	20.4	259	1.49	30.3	385
2022	79,228	7,316	20.0	253	1.28	25.7	324
2023	79,752	7,382	20.2	254	1.39	28.1	352
2024	80,276	7,289	19.9	249	1.38	27.5	343

4.4 Historical Finished Water Distribution

Finished water distribution demand is defined as water pumped to customers from the high service pumps, before distribution system losses. **Table 4-3** presents the historical finished water production demand for the Town’s water service area from 2020 to 2024. Historical water consumption per person in the Town’s water service area is calculated based on the annual finished water production converted to million gallons per day, divided by the total water service area population. For the time period from 2020 to 2024, the average finished water production demand ranged from 199 gpcd to 207 gpcd, averaging 202 gpcd over the 5-year period. Historical maximum day finished water demands result in a maximum day peaking factor ranging from 1.24 to 1.34 and averaging 1.30 over the 5-year period. This historical per capita finished water demand and max day peaking factor will be applied to population projections to estimate future

finished water demands and verify adequate plant capacity exists to serve Jupiter’s water service area into the future.

Table 4-3: Historical Finished Water Production Demand

Year	Water Service Area Population	Finished Water Production Demand					
		Annual Finished Water Production (mgd)	Avg Day Demand (mgd)	Avg Day Per Capita (gpcd)	Max Day Factor	Max Day Demand (mgd)	Max Day Per Capita (gpcd)
2020	78,180	5,703	15.6	200	1.32	20.6	264
2021	78,704	5,941	16.3	207	1.30	21.2	270
2022	79,228	5,830	15.9	202	1.24	19.8	249
2023	79,752	5,907	16.2	203	1.27	20.6	258
2024	80,276	5,834	15.9	199	1.34	21.3	266

4.5 Water Demand Forecast

Table 4-4 summarizes the raw and finished water distribution demand forecasts on an annual average day and maximum day basis for the Town’s water service area for 2025 to 2045 in five-year increments. **Figure 4-1** illustrates the finished water distribution demand in bar chart format in five-year increments through 2045. **Figure 4-2** and **Figure 4-3** illustrate the SAS and FAS raw water demand, respectively, in bar chart format in five-year increments through 2045.

This information shows that Jupiter’s water treatment plant capacity of 30 mgd is sufficient to meet average day and maximum day finished water demands projected for the water service area. In addition, the Town’s raw water supply facilities are adequate to support a treatment capacity of 30 mgd and therefore also sufficient to meet the forecasted raw water demands through 2045.

Table 4-4: Water Demand Forecast

Year	Water Service Area Population	Finished Water Distribution Demand (mgd)		Surficial Aquifer Raw Water Demand (mgd)		Floridan Aquifer Raw Water Demand (mgd)	
		Avg Day	Max Day	Avg Day	Max Day	Avg Day	Max Day
2025	80,800	16.3	21.2	10.5	14.2	9.9	13.4
2030	83,420	16.9	21.9	10.9	14.7	10.2	13.8
2035	85,519	17.3	22.5	11.1	15.1	10.5	14.2
2040	87,570	17.7	23.0	11.4	15.4	10.7	14.5
2045	88,895	18.0	23.4	11.6	15.7	10.9	14.7

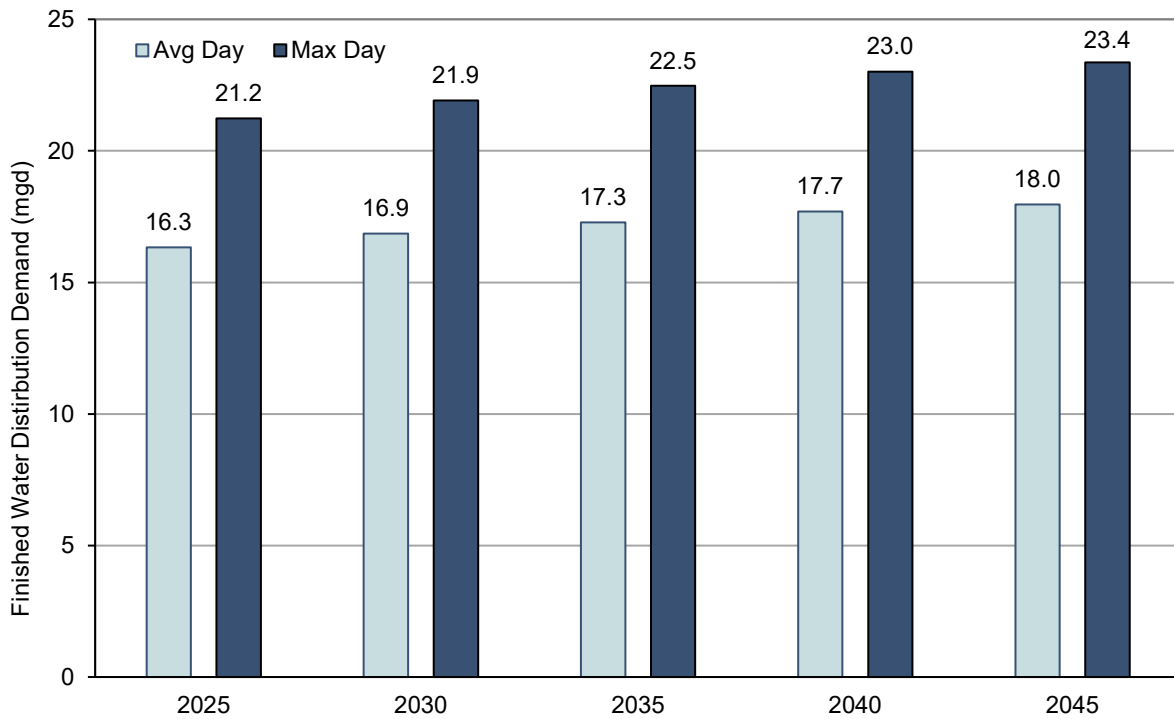


Figure 4-1: Finished Water Distribution Demand Forecast 2025 to 2045

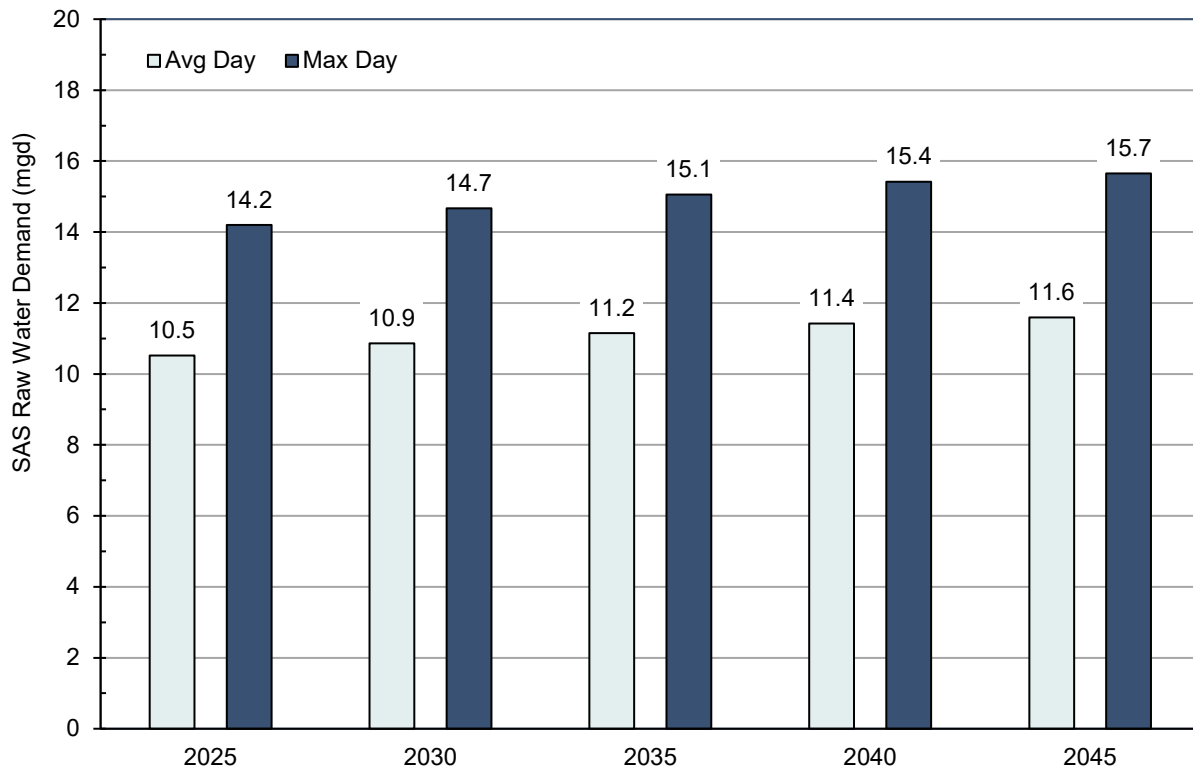


Figure 4-2: Surficial Aquifer Raw Water Demand Forecast 2025 to 2045

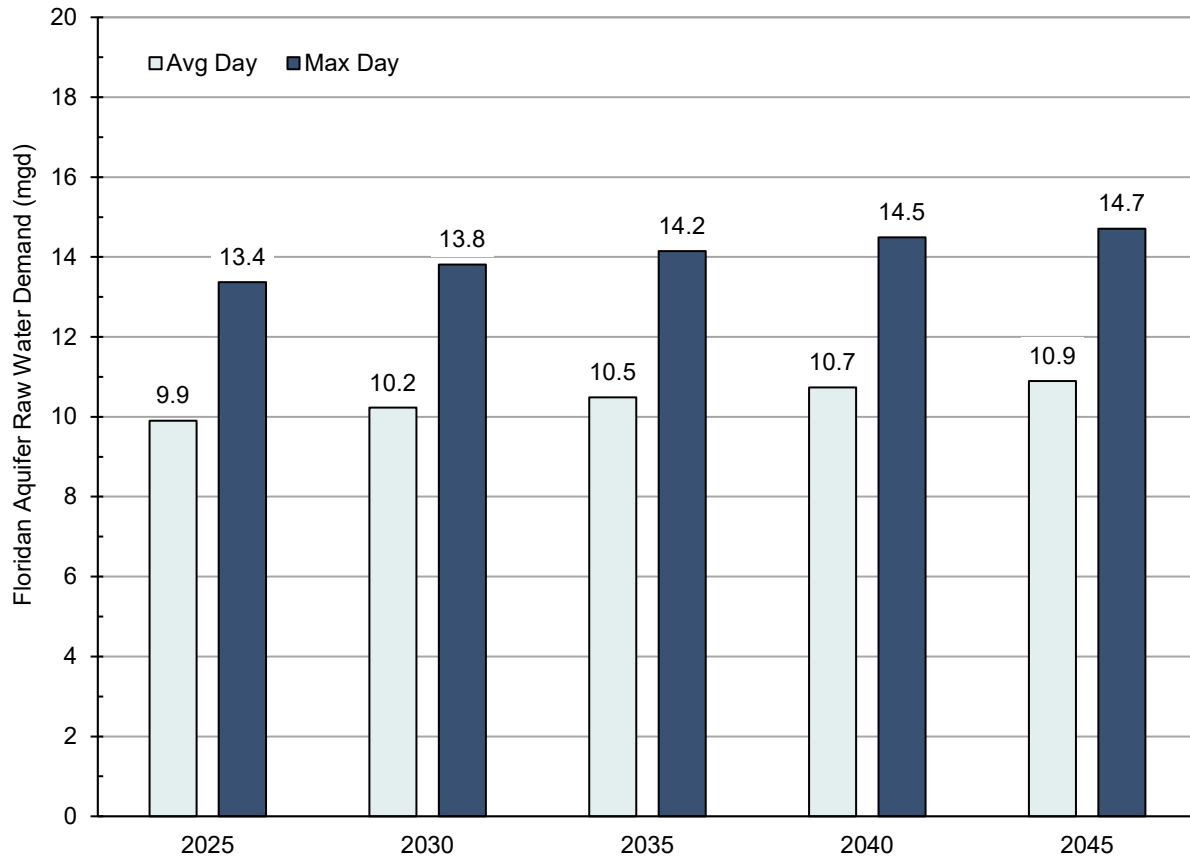


Figure 4-3: Floridan Aquifer Raw Water Demand Forecast 2025 to 2045

4.6 Finished Water Production Capacity is Adequate to Meet Demand

Figure 4-4, which considers the planned infrastructure improvements defined in **Table 4-4**, further illustrates that the existing water treatment plant finished water production capacity of 30 mgd will adequately meet projected finished water demands through the year 2045. The solid red line in **Figure 4-4** depicts the existing 30 mgd rated treatment capacity of Jupiter’s water treatment plant and the dashed red line (75% Plant Capacity 22.5 mgd) illustrates the threshold that would trigger the Town to complete a Capacity Analysis Report (CAR) as required by Rule 62-555.348 F.A.C., when the total maximum-day water production exceeds 75 percent of the permitted capacity.

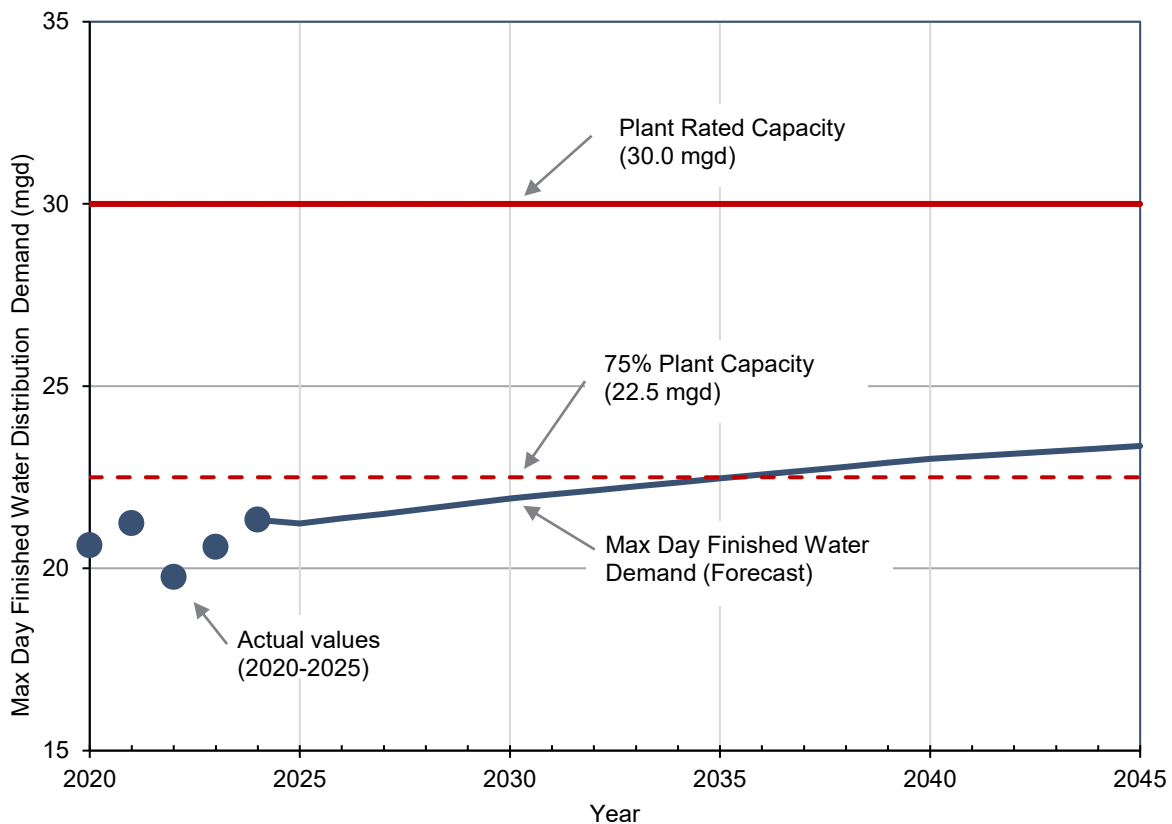


Figure 4-4: Max Day Finished Water Demand vs Water Production Capacity

5. Conservation and Reuse Efforts

5.1 Conservation

5.1.1 Conservation Rate Structure

The Town has implemented a progressive conservation rate structure that increases rates as water usage increases. **Table 5-1** presents the residential conservation-based block rate structure, effective October 1, 2025. Section 20-159 of the Town Code includes a surcharge of up to 100 percent on customer accounts whose water use exceeds the average of the preceding four months by 10 percent.

Table 5-1: Residential Rate Structure

Gallons	Consumption Cost per 1,000 Gallons
0 – 6,000	\$1.61
6,001 – 14,000	\$2.16
14,001 – 30,000	\$3.84
Over 30,000	\$5.05

5.1.2 Water Shortage Restrictions

Section 20-149 through 20-164 of the Town’s Code of Ordinances provides for the imposition of water restrictions under an array of circumstances, including drought, requests by the SFWMD (pursuant to section 40E-21 of the Florida Administrative Code), deterioration of aquifer, saltwater intrusion, and water availability. Restricted water uses are established and provisions for enforcement are addressed. The Town has been successful in enforcing the various implemented restrictions and requirements. Water restrictions shall include, but are not limited to the following:

1. The intentional wasting of water by the excessive and unnecessary use thereof.
2. The sprinkling, watering or irrigation of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables and crops.
3. The washing of automobiles, trucks, trailers, mobile homes, campers, boats, railroad cars, or any type of mobile equipment; except a bona fide business enterprise where vehicle washing is done.
4. The washing of sidewalks, driveways, filling station aprons, porches, exteriors of homes, apartments, office buildings or other outdoor surfaces.
5. The washing of any business or industrial equipment and machinery, except where required by public health.
6. The operation of any ornamental fountain or other structure using water without a recirculating system.

7. The filling of swimming and wading pools not using a filter and recirculating system.
8. Permitting the wasting or escape of water through defective plumbing, which means to knowingly allow water to escape through a system that is in disrepair.
9. Unnecessary or excessive water uses by business and industries, which shall be restricted to the minimum amount of water necessary to reasonably conduct operations.
10. The use of water to serve a customer in a restaurant, unless requested by a customer.
11. The use of water for the expansion of a commercial nursery.
12. The use of water from hydrants for construction purposes, fire drills, or any other use, other than firefighting.
13. The use of water to put new agricultural land into production.
14. The use of water by a golf course, except those areas designated as tees and greens.
15. The use of water for dust control.

5.1.3 Landscape Irrigation Restrictions

The Town has successfully implemented progressive landscape irrigation restrictions under Section 20-156 and Section 20-344 of the Town Code that meet the requirements of the SFWMD. These restrictions can apply to all individuals who use the Town's water, as well as water from private wells, lakes, canals, or other sources. Violators are subject to fines and imprisonment. To raise awareness of water conservation to its water customers, the Town offers information on their website and social media outlets, provides presentations to school groups, offers information at the Town's annual Jupiter Jubilee, and annually hosts the Florida Section American Waterworks Association (FSAWWA) water conservation Drop Savers poster contest. In addition, as described in Sections 5.1.4 and 5.1.5 that follow, the Town has committed significant financial investment to implement a state-of-the-art water metering system that will increase customer awareness of water consumption and promote water conservation.

5.1.4 Advanced Metering Infrastructure Project

The Town currently uses a drive-by radio read system (AMR). While this radio-read system was a significant process improvement over in-person visits to each meter every month to obtain a single read, it has now become outdated technology. As such, the Town is planning to undertake a program to systematically convert to the latest best management practice for the water meter reading industry known as Advanced Metering Infrastructure (AMI). The system upgrade is expected to prove pivotal in minimizing system losses or non-revenue water losses which continue to rise as the Town's infrastructure ages. The proposed AMI system fully automates meter reading, billing and data collection processes making it a sustainable long-term solution for the Town.

This AMI project will also contribute to the transition of small multi-jet meters to solid state meters, which represents the most advanced and accurate metering technology. Solid state meters, also known as ultrasonic or electromagnetic meters, have no moving parts and generally warrant 98.5% to 101.5% accuracy over the lifetime of the meter. In contrast, positive displacement and multi-jet meters generally

warrant 99% accuracy for 10 years, and above 91.7% for meters over 10 years of age. By maintaining meter accuracy, water loss due to underbilling actual usage can be kept to a minimum, allowing the utility to have a more refined water loss estimate due to leaks, breaks, and other events. The AMI system is expected to be in service in 2028.

5.1.5 Leak Detection Program

The aforementioned AMI Project allows the utility to advance its leak detection program due to the following:

1. Installation of pressure sensors throughout the distribution system which will automatically alert utility staff when pressure drops below a certain threshold, such as due to a leak or main break or when water is being used from a hydrant without permission.
2. Meter reads, which occur 4 times a day in the proposed AMI system rather than once a month with the AMR system. This increased frequency allows for alerts to be generated the same day an issue occurs, such as a leak downstream of a customer's meter.
3. The AMI system can be coupled with virtual District Metering Areas to identify problem areas that have high water loss, comparing the amount of water entering a region versus amount used by the meters in the region.
4. Smart online platform to quickly obtain and analyze flow and pressure data from sensors.

5.1.6 Plumbing Code

An essential part of the Town's conservation program is the implementation of high efficiency plumbing requirements. Section 20-158 establishes the requirements for water saving devices on water supply faucets or valves which limit flows to 3.0 gpm. Tank-type water closets discharging more than 3½ gallons per flush shall be provided with volume-limiting devices or methods. Palm Beach County (including the Town of Jupiter) adopts each update of the Florida Building Code (FBC) Plumbing Table 604.4 that requires new construction within Palm Beach County to use "low flow" plumbing fixtures. **Table 5-2** documents the most recently adopted 2023 FBC (Florida Department of Business and Professional Regulation, 2023) flow requirements of key fixtures.

Table 5-2: Maximum Flow Rates and Consumption for Key Fixtures in New Construction

Fixture	2023 FBC
Lavatory, Private	2.2 gpm
Shower Head	2.5 gpm
Urinal	1.0 gallon per flush
Toilet	1.6 gallons per flush

5.1.7 Public Outreach

The Town prides itself in being a very environmentally conscious community that embraces water conservation, which is encouraged through the Town's public outreach efforts. On an annual basis, the utility works with local schools and Jupiter area students to promote resource protection and conservation through a water conservation poster contest. The program has been a tremendous success in increasing awareness of natural resource issues and advocating for conservation efforts to the many local students who participate.

5.2 Reuse

Florida law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1)(a) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by FDEP, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse of reclaimed water is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

5.2.1 Local Government Specific Actions, Programs, Regulations, or Opportunities

The Loxahatchee River District, founded in 1971, began its reuse program, also known as irrigation quality (IQ) Water, in 1983. Today, this respected wastewater recycling program serves residential communities, golf courses, public parks and recreational facilities such as Roger Dean Stadium, with an average of 6.8 MGD of reuse water distributed in 2024.

The LRD operates an extensive network of reuse distribution throughout the Town of Jupiter and the Village of Tequesta communities with almost 184,000 feet or 35 miles of 2 inch to 36-inch force mains. Because IQ Water must meet strict health standards, using it to water lawns and landscaping provides for a safe, economical and environmentally beneficial use of this resource.

Thoroughly treated and disinfected according to exacting regulations, IQ Water must meet the requirements of the FDEP and the Public Health Department. LRD's IQ Water system is monitored 24 hours a day by trained operators and tested at an on-site, state-certified laboratory, as well as other independent research laboratories. The LRD IQ Water program has garnered numerous awards from state and national environmental managers for its safety and innovation.

LRD continues to expand its reuse program to reach a larger customer base by installing additional infrastructure and by evaluating options to supplement the reclaimed water produced. LRD also plans to evaluate alternative beneficial uses for the IQ water during wet periods when demand is not as great. LRD also plans to develop additional IQ water storage facilities. The goal of these improvements is to minimize the amount of IQ water disposed of through LRD's deep injection well by increasing the amount of reuse water able to be used and stored.

The Town of Jupiter water utility and the LRD through the establishment of enhanced intergovernmental cooperation and coordination have assisted each other, where and when possible, over many years in order

to ensure the effective and efficient delivery of services to their respective customers with substantive benefits with respect to regional water supply. For the past twenty (20) years, the Town has supplied the LRD with NF concentrate to supplement the LRD's water reuse supplies, thereby reducing irrigation demands on fresh water supplies. Both entities are environmentally conscious and agree that such enhanced intergovernmental cooperation brings about lasting environmental benefits thereby preserving our local natural resources for generations to come. The Town and the LRD are committed to continuing their leadership roles in the development and protection of water resources within the Loxahatchee River watershed through development and use of alternative water supplies, water reuse, conservation and other methods.

5.2.2 Local Financial Responsibilities

The Town does not have any financial responsibilities relative to reuse. Therefore, this section is not applicable to the Town.

6. Regional Issues

6.1 Introduction

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm-related flooding, and ensuring that future planning efforts are flexible to adapt to changes to ensure a sustainable water supply infrastructure.

The Town, together with its municipal and regional partners, understands it is imperative that local governments and water utilities begin to formalize the integration of water supply and climate change considerations as part of coordinated planning efforts and work to provide relevant updates to the 10-Year Water Supply Facilities Work Plan and enhance Goals, Objectives and Policies (GOPs) of its comprehensive plan. The Town is a leader in developing planning tools and identifying achievable and cost-effective goals that meet the needs of its community.

The 2023-24 LECWSP Update identified eight key regional water supply issues. Of these eight issues the following three impact the Town of Jupiter:

1. Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources.
2. Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource.
3. Recent developments by the United States Environmental Protection Agency on the regulatory criteria for polyfluoroalkyl substances (PFAS) could require changes in the level of treatment required and may result in increased demands.

The following subsections further describe regional issues affecting the Town of Jupiter within the planning period.

6.2 Climate Change

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm related flooding, and ensuring that future planning efforts are flexible to adapt to changes to ensure a sustainable water supply infrastructure. The Town is currently completing a flood vulnerability assessment of critical infrastructure in the Town's water service area.

6.3 Saltwater Intrusion

The Town operates a saltwater intrusion monitoring program in accordance with the limiting conditions of its SFWMD Water Use Permit. Its goal is to locate and monitor the saltwater interface in and around the Town's wellfields. The purpose of the program is to provide an early warning monitoring system to assist

wellfield managers in tracking the location and to manage withdrawals to limit the inland movement of the saltwater interface. The Town currently has 24 active saltwater monitoring wells.

There is an increased probability of the saltwater interface migrating within the immediate proximity of portions of the Town's wellfields, especially in times of prolonged drought. Sustainability of the SAS would be reinforced through frequent and substantive deliveries of excess stormwater to the Town's recharge system during dry periods and heightened limitations on additional permitted SAS withdrawals (i.e. private wells) in the areas between the SAS wellfield and the saltwater interface.

In 2024, the SFWMD published an updated saltwater intrusion map presenting the position of the position of the 250 mg/L chloride concentration (isochlor). **Figure 6-1** presents the 2019 and 2024 isochlor contours in relation to the Town's water supply wells. From 2019 to 2024 the isochlor migrated approximately 1,200 feet southwest towards the Town's wellfields in the area near the intersection of West Indiantown Road and Maplewood Drive. This is likely due to tidal influence from the Loxahatchee River into Jones Creek and the Heights Canal. Within this timeframe the isochlor also migrated approximately 0.8 miles southwest in the Pine Gardens South, Admiral's Cove, and Jonathan's Landing neighborhood area. This is not surprising as both Admiral's Cove and Jonathan's Landing contain tidal canals. The Town will continue routine monitoring of groundwater salinity for the protection of its water supply wells.

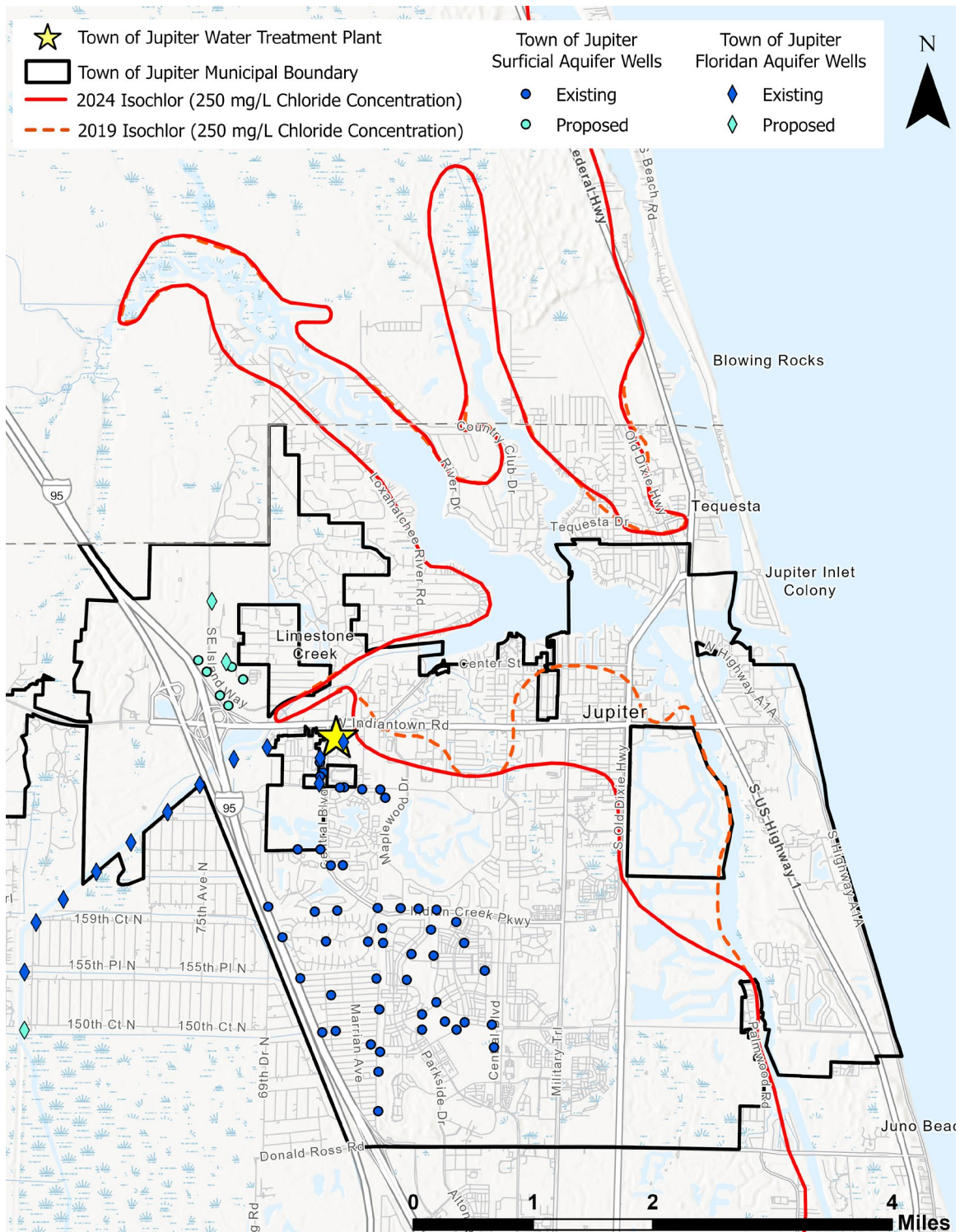


Figure 6-1: Extent of Saltwater Intrusion in the Town of Jupiter

6.4 Northwest Fork of the Loxahatchee River Minimum Flows and Water Levels

The SFWMD adopts minimum flows and minimum water levels (MFLs) to establish the point at which either water resources or the ecology of an area would be expected to experience significant harm from further withdrawals. The SFWMD also adopts prevention and recovery strategies alongside the MFL to recover waterbodies to the MFL and prevent future violations of the MFL (SFWMD, 2024).

The SFWMD has adopted the MFL for the Northwest Fork of the Loxahatchee River through subsection 40E-8.221(4), F.A.C. as 35 cubic feet per second over Lainhart Dam for and an average daily salinity of less than 2 parts per thousand (ppt) at river mile 9.2. An MFL exceedance occurs when flows decline below 35 cubic feet per second (cfs) for more than 20 consecutive days or salinity, expressed as a 20-day rolling average, is greater than 2 ppt at river mile 9.2. **Figure 6-2**, adopted from Chapter 40E-8 of the F.A.C., provides a map defining the extent of the MFL waterbody for the Northwest Fork of the Loxahatchee River.



Figure 6-2: Northwest Fork of Loxahatchee River MFL

6.5 Loxahatchee River Watershed Restoration Project

Regional water managers have long recognized the importance of capturing excess surface water runoff and the use of such water for SAS recharge, for protecting natural systems, maintaining public water supplies and providing a barrier to saltwater intrusion to the SAS. The Loxahatchee River Watershed Restoration Project (LRWRP), (formerly known as Northern Palm Beach County - Part 1), which is a component of the Comprehensive Everglades Restoration Plan (CERP) can benefit the SAS supply in Jupiter in these ways provided that excess surface water upstream of the SFWMD S-46 discharge structure is diverted to the Town's surface water recharge system instead of being discharged to tide. The SFWMD expects that the increased diversion and attenuation of stormwater runoff to the Town through the CERP will also reduce nutrient levels reaching the impaired waters in the Southwest Fork and main embayment of the Loxahatchee River.

The Loxahatchee River is a blend of freshwater and estuarine environments, which was originally connected to the Everglades via the Loxahatchee Slough, where freshwater was freely exchanged with the Everglades based on water levels in the river and slough. Over time, natural areas across the watershed were converted to agricultural and urban uses that created barriers to freshwater flows and disconnected the river from the everglades (USACE, 2023). The purpose of the LRWRP is to restore and sustain the overall quantity, quality, timing, and distribution of fresh waters to the federally designated "National Wild and Scenic" Northwest Fork of the Loxahatchee River. The project was authorized under the Water Resources Development Act of 2020 and is currently ongoing as a joint effort between the United States Army Corps of Engineers (USACE) and the SFWMD.

The recommended plan would restore volume and seasonal timing of flows by using a 9,500 acre-foot reservoir, a 4-well aquifer storage and recovery system, and associated small pump stations, canals, and water control structures in the watershed to capture and store water that is currently discharged away from the Northwest Fork of the Loxahatchee River, and then release the water to the river with a natural seasonal timing. Wet season flows would be 98% and dry season flows would be 91% of the restoration targets, versus 78% and 65% for the future without the project (USACE, 2020).

The Town supports the LRWRP and other CERP projects through the South Florida Ecosystem Restoration Task Force and other relevant working groups. The Town also publicizes the role of CERP as a regional climate resilience strategy, particularly to increase freshwater flows to the Everglades system, which improves water quality, maximizes regional freshwater storage and aquifer recharge, and creates the potential to abate saltwater intrusion, an increasingly important effort under variable climate conditions and sea level rise.

6.6 Excess Surface Water for Aquifer Recharge

Since 1990, the Town has incrementally constructed a system of control structures, flow-ways and salinity barriers intended to increase surface water storage and SAS recharge utilizing freshwater that would otherwise be wasted to tide. The recharge system is expected to offset some of the effects of urban groundwater withdrawals by replenishing the resource, thereby minimizing the risk of environmental harm, including wetland drawdowns and saltwater intrusion. The long-term sustainability of the Town's water resources and freshwater environment will be greatly enhanced through operation of this system. See Section 3.1.4 for additional details on the Town's recharge system.

6.7 Floridan Aquifer Water Quality

Since initial construction of the Floridan aquifer wellfield in 1990, the utility has monitored water quality trends and strategized wellfield operation to minimize withdrawal impacts to water quality in the aquifer. It is expected that chloride concentrations in the FAS will continue to increase over time; however, it is believed that the rate of increase can be reduced or controlled by operationally managing the wellfield by sustainable pumping rates and rotation of wells in service. Since 2004, the Town has implemented, when possible, more equal pumping from each of the FAS wells which has slowed the increasing trend in chloride concentrations.

The Town also recognizes the need for additional FAS wells to reduce the rate of water quality decline and protect wells from over pumping. The Town's plans for construction of new FAS wells is further discussed in Section 3.1.2 of this report. In addition to preventative measures, the Town is also planning to construct improvements to the Reverse Osmosis membrane treatment plant equipment to continue producing drinking water that meets membrane design criteria if total dissolved solids (TDS) continue to increase, as observed.

Finally, the Town is exploring another alternative water supply strategy to re-purpose nanofiltration membrane concentrate as a source water by blending it with FAS raw water supply to the RO membrane treatment plant. Pilot testing of this strategy is underway.

6.8 Changes in the Regulatory Criteria for PFAS

6.8.1 The PFAS Rule

The Per- and Polyfluoroalkyl Substances (PFAS) National Primary Drinking Water Regulation (a.k.a., PFAS Rule) was promulgated in April 2024 (USEPA, 2024), requiring removal of PFAS from drinking water to four parts per trillion (ppt) for key compounds (i.e., PFOA and PFOS). Utilities impacted by this rule would be required to reduce PFOA and PFOS by late 2029 to ensure compliance. On May 14, 2025, the EPA announced a plan to modify the PFAS Rule to extend the compliance deadline to 2031.

6.8.2 SFWMD Position on the PFAS Rule

Regulatory criteria for PFAS will require changes in the level of treatment for many water utilities resulting in increased raw water demands (SFWMD, 2024). Compliance with the 4 ppt MCLs for PFOA and PFOS by 2031, will have a significant impact on the Lower East Coast Planning Area during the 10-year planning period. Conventional lime softening and filtration treatment processes, employed by the majority of the public water systems in the LEC Planning Area, do not sufficiently remove PFAS compounds. As a result, many public water systems will be transitioning to membrane treatment, which is the most common and effective treatment process for removing PFAS compounds. Membrane treatment requires higher raw water demands than conventional treatment methods. In accordance with the Regional Water Availability Rule, additional water demands would have to be met with Alternative Water Sources (AWS), likely through increased withdrawals from the FAS.

6.8.3 Impact of the PFAS Rule on the Town and the Town's Strategy for Compliance

The Town recently completed an evaluation of PFAS in its water supply along with an evaluation of its current treatment processes. These evaluations are detailed in the report titled “Town of Jupiter Utilities Ion Exchange (IX) System and Polyfluoroalkyl Substances (PFAS) Evaluation” dated April 28, 2025 (Hazen and Sawyer, 2025). Sampling results indicate that the Town’s SAS raw water supply does contain PFAS.

However, evaluations have shown that a blend of the Town’s finished water (RO and nanofiltration permeate blend) is well below the compliance level of 4 ppt. Treated water produced by the IX system exceeds the EPA MCL for PFAS, the projected blend of 90% RO permeate with 10% IX product water would meet the MCLs depending on what surficial aquifer wells are in service. To address PFAS, the Town has plans to replace its 1.8 mgd IX facility with an additional (2.9 mgd) NF membrane treatment train increasing NF treatment capacity from 14.5 mgd to 17.4 mgd, to ensure regulatory compliance is achieved in all instances. The resulting net change increase to surficial raw water demand will be 1.6 mgd. The Town’s existing SAS raw water supplies are sufficient to support the increase in nanofiltration treatment capacity combined with elimination of the IX treatment facility.

7. Capital Improvements

This section provides a brief description of the Town’s Capital Improvements Program (it is noted that the terminology “Community Investment Plan” and “Community Investment Program” is utilized by the Town) for Water Supply.

7.1 Water Utility Capital Improvement Projects

Table 7-1 presents the funded water supply, treatment, storage and distribution system projects identified in the Town’s current Community Investment Program (Fiscal Year 2026 – 2030). SAS supply wells 58 through 60, and 62 were constructed between 2013 and 2026. The wells remain to be equipped with wellheads, instrumentation/controls, pumps, and electrical equipment. Construction timing of SAS supply wells 56 and 57 is contingent upon on private development of the surrounding areas. This project was previously funded by the FY 2023 adopted CIP project known as North Limestone Creek Wellfield (Town project number W0128) and is estimated to be complete by 2027.

Table 7-1: Fiscal Year 2026-2030 CIP Water Projects

Project No.	Project Name	2026	2027	2028	2029	2030	Total
W0002	New Meters	\$ 26,000	\$ 25,350	\$ 24,050	\$ 22,425	\$ 21,125	\$ 118,950
W0002	Small Meter Replacements	1,732,872	1,732,872	1,732,872	1,732,872	1,732,872	8,664,360
W0329	Large Meter Replacements	397,166	397,166	397,166	397,166	397,166	1,985,830
W1290	Water Asset Maintenance Program	1,769,061	2,171,324	1,903,353	1,408,206	1,550,527	8,802,471
W1402	Pump Replacement Program	213,000	1,764,057			1,187,981	3,165,038
W1702	Generator Replacement Program	1,496,700			883,100	2,627,261	5,007,061
W1704	Loxahatchee River Road Area Dist. Sys Improv - Ph II			1,519,670			1,519,670
W1817	Production Well Replacement Program	2,757,036	1,824,000	1,352,000	2,441,000	1,434,000	9,808,036
W1914	WTP Control System Cybersecurity	66,500	66,500	66,500	66,500	66,500	332,500
W2007	WTP Hardened Server Building	218,672					218,672
W2010	RO Plant Improvements to Address Raw Water Degradation	2,996,507					2,996,507
W2011	Construction of FAS Wells RO-14, RO-15 & RO-16	609,311					609,311

Project No.	Project Name	2026	2027	2028	2029	2030	Total
W2120	Distribution System Water Quality Sampling Stations	100,000					200,000
W2313	Deep Injection Well System	446,105					446,105
W26XX	Water Treatment Plant South Wall Replacement	588,000					588,000
W26XX	Holly Lane Distribution Improvements	209,000					209,000
W27XX	Church Street Water Main Relocation		988,000				988,000
W27XX	Via Rio Road-New 6" Watermain and Water Services		469,600				469,600
W27XX	SE Island Way Water Main Bridge Crossing Replacement		1,032,000				1,032,000
W28XX	Water Treatment Plant Asphalt Mill and Overlay			432,000			432,000
W28XX	Bendross Road Distribution Improvements			245,700			245,700
W28XX	Center St Valves and Services Replacement		100,000	500,000			600,000
W28XX	Storage Reservoir Replacement Program			197,400		250,000	447,400
W28XX	Water Treatment Plant (WTP) Liquid Chlorine Conversion			2,378,000			2,378,000
W28XX	Ion Exchange System Replacement for PFAS Compliance			692,000	4,037,000		4,729,000
W29XX	Hampton Place and Hampton Circle Distribution Improvements				300,000		300,000
W30XX	Water Treatment Plant Replacement Program					1,669,900	1,669,900
W30XX	New 30-inch SAS Raw Water Main					1,888,000	1,888,000
Total Funds		\$ 3,625,930	\$ 10,670,869	\$ 11,440,711	\$ 11,288,269	\$ 12,825,332	\$ 59,851,111

7.2 Work Plan Projects

A detailed description and implementation schedule of each of the projects listed in Section 7.1 is provided within the approved Community Investment Program budget published on the Town’s website. The information is located starting within the “Water” section on pages 69 through 126. The document can be accessed at the link below:

<https://www.jupiter.fl.us/DocumentCenter/View/36773/Adopted-2026-CIP-Budget?bidId=>

8. Goals, Objectives and Policies

The Town of Jupiter's Comprehensive Plan addresses the needs and aspirations of the community. This has tremendous implications regarding the importance of community input in the development and implementation of the Comprehensive Plan. The Comprehensive Plan also plays a significant role within Florida's growth management system. The Comprehensive Plan is required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), and to be consistent with the Regional and County Comprehensive Plans. The Comprehensive Plan connects Town, State of Florida, Regional, and Palm Beach County plans. The Comprehensive Plan establishes long-term direction of goals as well as short-term objectives and policies to guide implementation efforts.

The Comprehensive Plan Goals, Objectives and Policies have been reviewed for consistency with the 10-Year Water Supply Facilities Work Plan 2025 Update. Overall, no conflicts were found between the Comprehensive Plan and this 10-Year Water Supply Facilities Work Plan. Therefore, this 10-Year Water Supply Facilities Work Plan will be adopted by reference in the Town of Jupiter's Comprehensive Plans, along with the Town's recent Water Master Plan. To accomplish this, the Goals Objectives and Policies listed below will be updated as necessary for coordination with this 10-Year Water Supply Facilities Work Plan – 2025:

1. Revision of Policies adopting the Work Plan by reference to implement the 10-Year Water Supply Facilities Work Plan – 2025.
2. Revision of Policies incorporating the Town's Water Master Plan to implement the 2022 Water Master Plan Update.

**Comprehensive Plan Text Amendment – Water Supply Plan
TOWN MANAGER’S OFFICE**



DATE: February 3, 2026
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Infrastructure Element Comprehensive Plan Text Amendment** – To modify Policy 1.3.13 to adopt by reference the Town’s 2025 10-year Water Supply Facilities Work Plan

JS

Ord #16-26	P&Z Commission:	01/13/26
PZ 25-6656	Town Council:	02/03/26 – 1 st Reading
M. Schneider	Town Council:	TBD – 2 nd Reading

Project Information

Applicant: Town-initiated
Request: Amendment to Infrastructure Element Policy 1.3.13 to adopt by reference the Town’s 2025 10-year Water Supply Facilities Work Plan (Attachment A) to provide for the coordination of the [South Florida Water Management District’s 2023-24 10-year Lower East Coast Regional Water Supply Plan Update](https://www.sfwmd.gov/our-work/water-supply/lower-east-coast) (<https://www.sfwmd.gov/our-work/water-supply/lower-east-coast>)

Staff Update

After the Planning and Zoning Commission (PZC) meeting, the 10-year Water Supply Facilities Work Plan was updated to provide additional information and further clarification to several sections of the report to address questions and comments. Attachment A to this report is a strike-thru/underline version of the Work Plan; the final version of the Work Plan is Exhibit A of Ordinance #16-26. None of the data or results in the Work Plan were amended. The revisions are intended to provide further explanation and clarification to the data, analysis, and results of the Work Plan.

Planning and Zoning Commission/Local Planning Agency (LPA) Action

At their January 13, 2026 meeting, the Planning and Zoning Commission, acting as the LPA, unanimously (6-0 vote) recommended **approval** of the Amendment to Infrastructure Element Policy 1.3.13 to adopt by reference the Town’s 2025 10-year Water Supply Facilities Work Plan (Ordinance #16-26).

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds that the following amendment is consistent with Town's Comprehensive Plan and Town's Zoning Code (as shown in a ~~strike-through~~ and underline format):

Policy 1.3.13 The Town's 2022 Water Master Plan Update and ~~2019~~ 2025 10-year Water Supply Facilities Work Plan prepared by the Utilities Department are adopted by reference in the Comprehensive Plan.

Based upon raw water demands forecasted for the Town of Jupiter's water service area in the 2025 update to the 10-year Water Supply Facilities Work Plan, the Town's existing traditional water supply and alternative water supply sources are adequate to meet future demands through the year 2045. Nevertheless, the Town will continue to pursue water conservation efforts and evaluate alternative water supply projects to protect and sustain its water supply resources.

Background

The South Florida Water Management District (the District) Governing Board adopted the Lower East coast Water Supply Plan Update on September 23, 2024. As noted in Section 163.3177(6)(c)4, Florida Statutes (F.S.), the Town is required to update its Water Supply Facilities Work Plan within 18 months of the Governing Board's adoption. The Work Plan adopted by the Town must cover a minimum of 10 years. The 2022 [Water Utility Master Plan Update](https://www.jupiter.fl.us/2351/Water-Utility-Master-Plan) (https://www.jupiter.fl.us/2351/Water-Utility-Master-Plan) was completed in June 2022 (Adopted by Resolution 60-22 on October 6, 2022). The Town Council adopted the 2022 Update to the Water Utility Master Plan Update into the Infrastructure Element of the Comprehensive Plan by reference (Ordinance #7-23) at their December, 22, 2023 meeting, as part of the Town's EAR process. The 2025 update to the 10-year Water Supply Facilities Work Plan is included with this staff report (Attachment A). This 2025 update of the Town of Jupiter 10-Year Water Supply Facilities Work Plan forecasts future population projections, finished water demands, and raw water demands based upon Palm Beach County's 2025 Allocation Model as applied to the Town's water service area to verify if existing water supply sources and treatment facilities are adequate to serve existing and future development within the local government's water service area, or if additional supplies and facilities will be needed.

Analysis

A. Supporting Data and Analysis

The District has provided local governments with a [Technical Assistance Guide](https://www.sfwmd.gov/sites/default/files/documents/SFWMD_Work_Plan_Updates_Technical_Assistance_Guide.pdf) (https://www.sfwmd.gov/sites/default/files/documents/SFWMD_Work_Plan_Updates_Technical_Assistance_Guide.pdf) that provides a framework for reviewing and upgrading its 10-year Water Supply Facilities Work Plan and Comprehensive Plan, as necessary, to be consistent with the District's 2023-24 10-year Lower East Coast Water Supply Plan Update. The checklist includes the following six general consistency requirements:

1. Population Projections;
2. Water Suppliers (not applicable to the Town);
3. Water Demand Projections;
4. Water Supply Sources and Treatment Capacities;

5. Water Supply Projects;
6. Comprehensive Plan Goals, Objectives and Policies (see section B below).

The Town's 2025 10-Year Water Supply Facilities Work Plan updates the following four applicable statutory consistency requirements with the District's 2023-24 10-year Lower East Coast Water Supply Plan Update, as summarized below:

1. *Population Projections (Attachment A, pages 4-1 to 4-2)* – The following population projections through 2045 are based on 2025 Palm Beach County Allocation Model for the Town's water service area:

Location	2025	2030	2035	2040	2045
Jupiter	62,867	65,027	66,733	68,459	69,500
Juno Beach	2,451	2,489	2,599	2,639	2,682
Unincorporated Palm Beach County*	12,908	13,247	13,463	13,683	13,882
Unincorporated Martin County	2,574	2,657	2,724	2,789	2,831
Total	80,800	83,420	85,519	87,570	88,895
Jupiter Farms (residential areas)	13,183	13,492	13,630	13,831	14,126

* Excludes residential areas of Jupiter Farms

In 2026, the Town will begin working on the 5-year update to its 2022 Water Master Plan, which will include an in-depth population study conducted by the University of Florida's Bureau of Economic and Business Research (UFBEER) specific to the Town's Water Service Area, which includes the Town of Jupiter, Town of Juno Beach, and areas of Unincorporated Palm Beach and Martin Counties.

2. *Water Demand Projections (Attachment A, pages 4-2 to 4-6)* – The following water demand projections through 2045 are based on respective population forecasts and assume that the Town's average gross per capita water demand from 2020 to 2025 remains stable through 2045:

Year	Water Service Area Population	Finished Water Demand (mgd)		Surficial Aquifer Raw Water Demand (mgd)		Floridan Aquifer Raw Water Demand (mgd)	
		Avg Day	Max Day	Avg Day	Max Day	Avg Day	Max Day
2025	80,800	16.3	21.2	10.5	14.2	9.9	13.4
2030	83,420	16.9	21.9	10.9	14.7	10.2	13.8
2035	85,519	17.3	22.5	11.1	15.1	10.5	14.2
2040	87,570	17.7	23.0	11.4	15.4	10.7	14.5
2045	88,895	18.0	23.4	11.6	15.7	10.9	14.7

The Water Demand Projections above illustrate that through the year 2045, the annual average day combined raw water demand (22.5 MGD) does not exceed the annual

average day combined raw water allocation (24.4 MGD) established by the Town's Water Use Permit (#50-00010-W) as issued by the District. It also shows that the Town's total treatment capacity rating of 30.0 million gallons per day is sufficient to meet the maximum day projected demand with all treatment units in service through Year 2045.

It should be noted that the Town's Water Utility will be required to complete and submit a Capacity Analysis Report (CAR) to the Palm Beach County Department of Health at such time as actual treated flows reach 75% of the total permitted operating capacity of the treatment plant. The purpose of the CAR is to assess the water facility's ability to handle future growth and demand and indicates if expansion or upgrades are needed to meet regulatory requirements and community needs. Based on the maximum day finished water demands projected in the table above, a CAR will likely need to be completed by or before 2035.

3. *Water Supply Sources and Treatment Capacities (Attachment A, pages 3-1 to 3-16)* - This section briefly describes the water supply, treatment, storage and distribution infrastructure that is owned and operated by the Town of Jupiter. Notable infrastructure includes the Town's reverse osmosis, ion exchange, and nanofiltration water treatment plants and its 49 Surficial Aquifer and 12 Floridan Aquifer production wells.
4. *Water Supply Projects (Attachment A, pages 7-1 to 7-2)* – The work plan concludes with a brief description of the Town's Capital Improvements Program (it is noted that the terminology "Community Investment Plan" and "Community Investment Program" is utilized by the Town) for Water Supply. Additionally, the Town plans on the following actions relative to water supply planning over the next 10 years.
 - a. The Town of Jupiter will continue to implement its ongoing conservation programs as outlined in Section 5 of the Work Plan.
 - b. The Town plans to continue addressing regional issues within the planning period as outlined by the 2023-24 LECWSP Update as outlined in Section 6 of the Work Plan.

Based upon the raw water demand forecast, further development of traditional water supply, alternative water supply, and reuse projects are not required to meet the demand within the Town of Jupiter's water service area over the period from 2025 to 2045.

The analyses contained in the Town's 2025 10-year Water Supply Facilities Work Plan concludes these documents are consistent with the District's 2023-2024 10-year Lower Coast Water Supply Plan Update in all six areas of the checklist. Therefore, the proposed text amendment to Infrastructure Element Policy 1.3.13 will accomplish the consistency requirement with the District's Plan Update, as mandated in Section 163.3177(6)(c)4, F.S.

- B. Internal Consistency with the Comprehensive Plan** – The proposed modification to Infrastructure Element Policy 1.3.13 is internally consistent and supported by the following policies of the Town's Comprehensive Plan:

Infrastructure Element

Policy 1.3.12 - The Town, through the Utilities Department, shall continue to update, no less than every five years, and implement the recommendations of the Water System Master Plan. The Water System Master Plan shall include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the Town's utility is responsible. The Town's Water System

Master Plan shall consider and be coordinated with the SFWMD's Lower East Coast Regional Water Supply Plan.

Intergovernmental Coordination Element

Policy 1.1.37 - Within 18 months of the adoption of SFWMD's 10-year Lower East Coast Regional Water Supply Plan update and any future updates to the Plan, the Town shall amend its Infrastructure Element to consider the District's plan updates. These updates will include the following:

- a) The Town's 10-year water supply plan;
- b) Identification of adequate water supply sources to meet future demand;
- c) Identification of alternate water supply projects.

Implementing Infrastructure Element Policy: The Town's Utility Department shall continue to update, no less than every five years, and implement the recommendations of the Water System Master Plan. The Water System Master Plan shall include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the Town's utility is responsible. The Town's Water System Master Plan and inclusive 10-year Water Supply Facilities Work Plan shall consider and be coordinated with the SFWMD's Lower East Coast Regional Water Supply Plan.

Staff Comment (for both policies): The proposed text amendment to Policy 1.3.13 adopts by reference the Town's 2025 10-year Water Supply Facilities Work Plan. The 2025 10-year Water Supply Facilities Work Plan consider and are consistent with the SFWMD's 2023/24 10-year Lower East Coast Regional Water Supply Plan Update. The proposed text amendment is consistent with and is supported by Infrastructure Element Policy 1.3.12 and Intergovernmental Coordination Element Policy 1.1.37.

C. Intergovernmental Coordination – Staff has submitted an executive summary of the proposed Infrastructure Element text amendment to the Palm Beach County Interlocal Plan Amendment Review Committee (IPARC). As of the date of this report, staff has not received any comments related to the text amendment.

Findings

Based on the analysis herein, staff has identified the following findings related to the request:

1. The South Florida Water Management District (the District) Governing Board adopted the Lower East coast Water Supply Plan Update on September 23, 2024.
2. As noted in Section 163.3177(6)(c)4, Florida Statutes (F.S.), the Town is required to update its Water Supply Facilities Work Plan within 18 months of the Governing Board's adoption.
3. The 10-Year Water Supply Facilities Work Plan (Attachment A) updates and is consistent with the applicable statutory consistency requirements with the District's 2023/24 10-year Lower East Coast Water Supply Plan Update.

Conclusions

The conclusions of the Town Council shall be based on the findings and recommendations of the Local Planning Agency, and Planning and Zoning Commission. Staff finds the proposed comprehensive plan text amendment necessary, consistent with the comprehensive plan, and supported by data and analysis.

Attachments:

Attachment A –10-year Water Supply Facilities Work Plan 2025 Update (strike-
thru/underline version)

Contact Martin Schneider at martins@jupiter.fl.us or 561-741-2290 for attachments.

Town of Jupiter

~~December 30,~~

~~2025~~January 23, 2026

10-Year Water Supply Facilities Work Plan – 2025 Update

(Insert cover created by marketing)

Town of Jupiter

10-Year Water Supply Facilities Work Plan 2025 Update

~~December 19, 2025~~January 23, 2026

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1. Introduction

The Town of Jupiter (Town) 10-Year Water Supply Facilities Work Plan Update (Work Plan) identifies water supply sources and their availability in addition to the facilities needed to serve existing and new development within the local government’s jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt 10-Year Water Supply Facilities Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update.

The 2023-2024 Lower East Coast Water Supply Plan Update (2023-2024 LECWSP Update) was adopted by the District’s Governing Board on September 23, 2024. Therefore, local governments within the Lower East Coast Region are required to amend their comprehensive plans and include an updated 10-year Water Supply Facilities Work Plan and related planning elements by March 23, 2026.

The State of Florida requires that the Work Plan update addresses the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections, water demands and service areas must cover at least a 10-year planning period and be consistent with the 2023-2024 LECWSP Update and the updated comprehensive plan amendment.

The Town’s 2025 Work Plan Update is divided into eight sections:

- 1.0 – Introduction
- 2.0 – Water Service Area Overview
- 3.0 – Summary of Existing Water Infrastructure
- 4.0 – Population and Water Demand Projections
- 5.0 – Conservation and Reuse Efforts
- 6.0 – Regional Supply Issues
- 7.0 – Capital Improvements Program
- 8.0 – Goals, Objectives and Policies

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011, 2012, 2015 and 2016 sessions to address the state’s water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S., by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use and water supply planning.

1.2 Statutory Requirements

The Town has considered the following statutory provisions in updates to this 10-year Water Supply Facilities Work Plan.

1. Coordinate appropriate aspects of its comprehensive plan with the 2023-2024 LECWSP [Section 163.3177(4) (a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [Section 163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [Section 163.3180 (2), F.S.].
4. Revision of the related comprehensive planning elements within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2023-2024 LECWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.];
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2023-2024 LECWSP [Section 163.3177(6)(c)3, F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Section 163.3177(6)(c)3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2023-2024 LECWSP, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the 2023-2024 LECWSP [s.163.3177 (6) (h) 1., F.S.].
8. An Evaluation and Appraisal Report is required every seven years. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government needs to update their 10-year Water Supply Facilities Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2. Water Service Area Overview

The Town of Jupiter service area encompasses a total area of 58 square miles, approximately one-tenth the total area of urban Palm Beach County. The Town provides potable water service to residential, commercial, and industrial properties within the Town of Jupiter municipal limits, the Town of Juno Beach, and unincorporated areas of Palm Beach and Martin Counties. The utility has no wholesale customers. As of December 2025, the Town’s water service area has 31,243 individual accounts. **Figure 2-1** depicts the Town’s municipal boundary, water service area, and key Town assets including, the Water Treatment Plant (WTP), Central Boulevard High Service Pump Station, Juno Beach Repump Station, and Riverbend Repump Station.

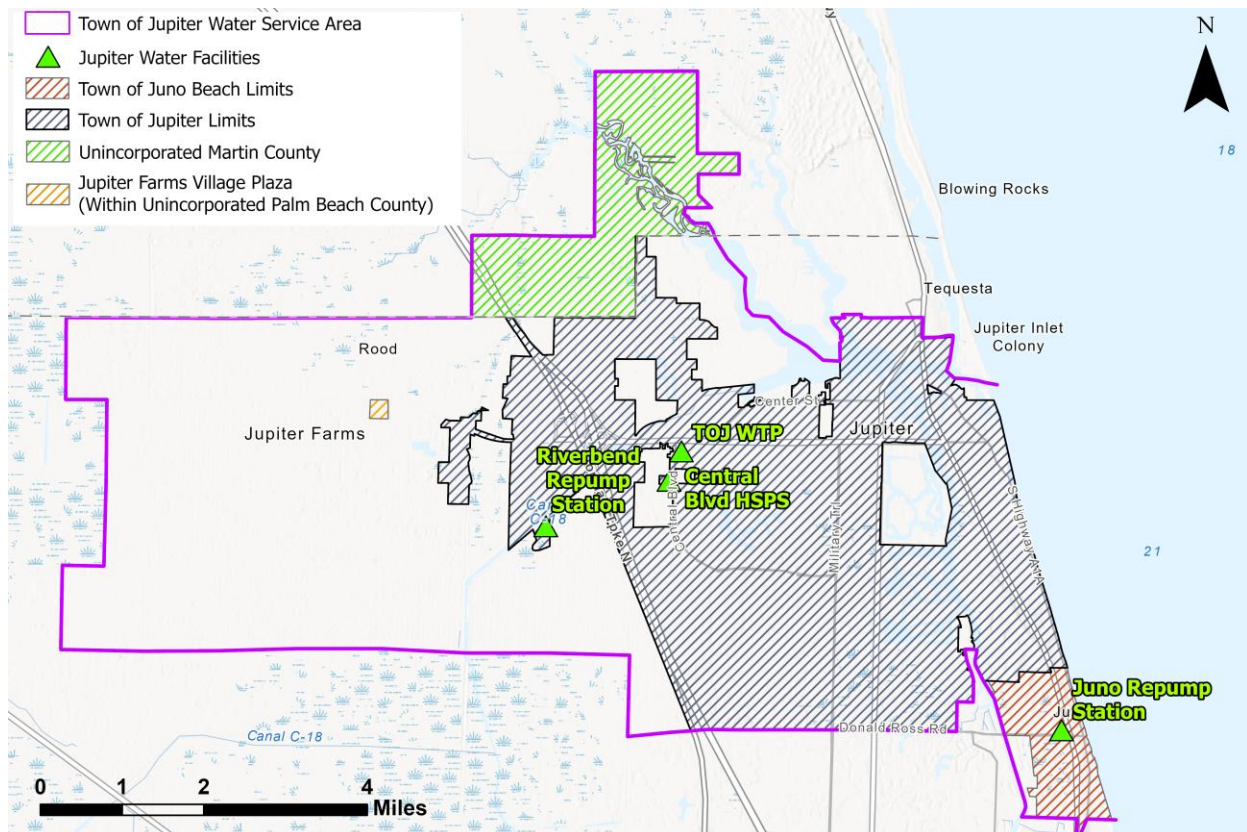


Figure 2-1: Town of Jupiter Water Service Area

2.1 Description of Town’s Water Supply System

The Town of Jupiter currently owns and operates 61 water supply wells; 49 surficial ~~aquifer~~ aquifer system (SAS) supply wells and 12 Floridan ~~aquifer~~ Aquifer System (FAS) supply wells. Raw water is treated using advanced membrane technologies at the Town’s WTP, and finished water is pumped into the storage and distribution system. Section 3 of this report provides a detailed description of the Town’s existing water system infrastructure.

2.2 Areas of Self Supply

Residents of the Jupiter Farms community, an unincorporated area of Palm Beach County, self-supply potable water by using private wells. The Town supplies potable water service to commercial customers in Jupiter Farms at the Sierra Square and Jupiter Farms Village commercial plazas. The Town currently does not have plans to extend potable water service ~~withinto~~ Jupiter Farms during the planning period of this report. However, requests for potable water service will be evaluated and considered on a ~~case-by-case~~ basis.

2.3 Summary of Existing Interlocal Water Supply Agreements

The Town currently has multiple interlocal agreements in place for the purpose of emergency water supply and conservation efforts.

- The Town of Jupiter has emergency water interconnect agreements with both the Village of Tequesta and Seacoast Utility Authority. The agreements allow for the sharing of water supplies in times of emergency through designated piped and metered connections within the water distribution systems.
- The Town currently has an agreement with the Loxahatchee River District (LRD) that provides for collaborative approaches to regional water supply issues. Under this agreement, the Town supplies nanofiltration (NF) treatment by-product water to the LRD to augment their reuse water supply. For the past 12 months, from the date of this report, an averageaverage of 1.65 MGD was supplied to the LRD. The existing agreement is set to expire in June 2026. Though the Town is constructing a deep injection well for disposal of concentrate with anticipated completion in the Summer of 2027, - ~~The Town and the LRD do plan on to entering~~ into a new agreement to enable the supply of NF concentrate for regional water supply benefit to continue as needed by either the LRD or the Town. ~~Construction of a deep injection well for concentrate disposal is underway at the Town's water plant and completion is expected Summer 2027.~~
- The Town has an interlocal agreement with the SFWMD for development of the Town's FAS wellfield along the C-18 Canal right of way. The agreement provides easements and the District's support of the Town's FAS wellfield.
- Agreements for the operation of the Town's SAS recharge system exist with LRD, the South Indian River Water Control District, Northern Palm Beach County Improvement District, North Palm Beach Heights Water Control District, and multiple homeowner associations within the Town. The Town has a permit from the SFWMD for the operation of the surficial aquifer recharge system.

The Town does not provide wholesale water to other jurisdictions via master meters. The Town will enter into a new interlocal agreement with the LRD for supply of NF treatment by-product water.

2.4 Sector Plans

This section applies to local governments that have adopted a Sector Plan consistent with the requirements of Section 163.3245, F.S. This section is not applicable to the Town of Jupiter.

3. Summary of Existing Water Infrastructure

This section provides the following:

- Summary of Existing Water Supply Infrastructure
- Summary of Existing Water Treatment Infrastructure
- Summary of Existing Treatment Byproduct Disposal Infrastructure
- Summary of Existing Water Distribution System Infrastructure
- Summary of Historical Distribution System Water Losses
- Summary of Outstanding Compliance Issues

3.1 Summary of Existing Water Supply Infrastructure

The Town obtains its raw water supply from two groundwater aquifers: the SAS, a shallow freshwater source that is highly influenced by drought and low rainfall conditions but benefits from rapid recharge through infiltration; and the Upper Floridan aquifer, which is a brackish water supply in a confined aquifer part of the FAS. The following subsections describe the Town’s water allocation, water sources, and water infrastructure.

3.1.1 Water Use Permit

The Town’s water use permit (WUP) under Consumptive Use Permit number 50-00010-W, was issued by the SFWMD on August 23, 2010, and will expire on September 30, 2030. The WUP was most recently modified by letter on March 3, 2021, and described as follows:- The modification to the WUP included the relocation of two proposed SASS wells within the Beacon Park development, relocation of four proposed FAS wells, removal of two permitted proposed locations of FAS wells and addition of two proposed FAS well sites.

The permit allows the Town to withdraw up to 8,909 million gallons per year (MGY) with a maximum monthly withdrawal of 925 million gallons per month. The Town’s annual withdrawal average must not exceed 24.4 MGD, but this is not a daily limit; on any day, the Town may withdraw as much water from wells as needed to meet demand while also abiding by the withdrawal limits of the WUP. **Table 3-1** provides the Town’s WUP limitations for annual and maximum monthly withdrawals from each source.

Table 3-1: WUP Source Allocation Limitations

Source	Annual (MG)	Maximum Monthly (MG)
Surficial Aquifer	6,862	617
Floridan Aquifer	4,275	555

Source	Annual (MG)	Maximum Monthly (MG)
SAS Wellfield		
2		319.3
3		512.12
4		98.27

Refer to Table 3-2 and Figures 3-1, 3-2, and 3-3 for SAS well details and wellfield maps, respectively. Table 3-3 and Figure 3-4 present well construction details and map location of the FAS wellfield.

3.1.2 Raw Water Supply Wells

The Town utilizes two distinct water supply sources to meet the needs of its water treatment facilities. Raw water from the SAS (fresh) is used to supply the NF membrane and anion exchange (IX) treatment plants, while raw water from the FAS (brackish) is used to supply the reverse osmosis (RO) plant.

While each source has a permitted maximum withdrawal rate (annual and max month), the total allowable withdrawal rate is less than the sum of the two sources. The Town's general approach to operating the utility is to depend more heavily on the brackish water source (and the RO Plant) during low rainfall (dry season) periods. This operating approach aids in reducing impacts on the SAS, which is typically strained during periods of the year with low rainfall. During periods of high rainfall (wet season), the Town can rely more heavily on the SAS and the NF plant, which has lower operating costs as compared to RO. Increased salinity and reduced well production of the Town's FAS raw water supply wells has limited the Town's flexibility to rely more heavily on FAS supply over the past several years. However, with construction of three additional FAS wells, currently underway, the Town expects to restore operational flexibility. The new wells will serve to supplement the Town's existing FAS supply, not increase it. Permitted withdrawal rates will remain unchanged. Permitted raw water resources and facilities provide the capacity and operational flexibility needed by the water system to serve demand through out the service area to build out. Currently, the Town's water service area is nearly built out, with the exception of a few parcels of vacant land, future redevelopment and supply of potable water to the residential areas of Jupiter Farms. Based on the population projections included in this report, the Town has sufficient raw water and treatment facilities to meet the projected water demands.

3.1.2.1 Surficial Aquifer Wellfield

The Town of Jupiter's SAS raw water supply currently includes 49 in service production wells that have a combined raw water producing capacity of approximately 21,800 gallons per minute (gpm) or 31.4 MGD. The wells are located throughout the largely residential areas of the Town; located as far north as Island Way north of Indiantown Road and as far south as the Abacoa Golf Course on Heights Blvd. As of 2025, the Town's SAS wells range from 4 to 50 years old. The Town's SAS production wells typically produce between 170 and 800 gpm (0.25 and 1.15 MGD) with the older wells producing at the lower end of the scale and the newer wells having higher capacities.

The Town is permitted for six additional SAS wells (Wellfield 4) through its WUP, for a total of 55 SAS supply wells. Four of these additional wells have been drilled and are expected to be placed into service

within the next two years. The remaining two wells are programmed to be drilled in 2031, but timing is dependent upon development of the surrounding area.

Table 3-2 provides an inventory of the Town’s existing and proposed SAS supply wells, while **Figures 3-1, 3-2, and 3-3** ~~depicts~~depict the location of SAS wells in Wellfield 2, 3 and 4, respectively.

Table 3-2: Town of Jupiter Surficial Aquifer Supply Wells

SAS Well Number	WUP Well ID Number	Wellfield	Diameter (inch)	Total Depth (feet)	Casing Depth (feet)	Capacity (gpm)	Status
8A	281226	2	20	160	120	500	Existing
9A	281227	2	20	160	120	500	Existing
10A	281228	2	20	160	120	500	Existing
11A	281229	2	20	160	120	500	Existing
12A	281230	2	20	160	120	700	Existing
13	23542	2	12	200	136	430	Existing
14	23543	2	12	201	117	270	Existing
15	23544	2	12	185	110	325	Existing
16	23545	2	12	165	130	370	Existing
17	23546	2	12	165	132	550	Existing
18	13563	2	12	177	120	285	Existing
19R	259139	2	16	153	138	385	Existing
20	23548	2	16	148	104	220	Existing
21	23549	2	16	161	144	190	Existing
22	23550	2	16	153	137	450	Existing
23	23551	3	12	148	142	520	Existing
24	23552	3	12	148	142	500	Existing
25	23554	3	12	140	138	440	Existing
26	23553	3	12	145	140	280	Existing
27	23555	3	12	140	135	480	Existing
28	23556	3	12	158	125	170	Existing
29	23557	3	12	175	130	255	Existing
30	23558	3	12	175	130	315	Existing
31	27767	2	10	202	103	360	Existing
32	27768	3	10	160	105	300	Existing
33	27769	3	10	207	105	300	Existing
34	27770	3	10	220	120	360	Existing
35	27771	2	10	205	120	300	Existing
36	27772	2	10	200	120	300	Existing

SAS Well Number	WUP Well ID Number	Wellfield	Diameter (inch)	Total Depth (feet)	Casing Depth (feet)	Capacity (gpm)	Status
37R	259138	2	10	153	135	300	Existing
39	23559	3	8	116	112	750	Existing
40	23560	3	8	131	117	700	Existing
41	23561	3	8	138	116	840	Existing
42	23562	3	8	138	116	1000	Existing
43	23563	3	8	140	118	1200	Existing
44	23564	3	8	118	113	400	Existing
45	24661	3	8	141	124	400	Existing
46	23633	3	8	122	105	750	Existing
47	23634	3	8	132	126	500	Existing
48	27787	3	8	180	124	300	Existing
49	27788	3	8	180	138	300	Existing
50	23635	3	8	131	109	400	Existing
51	27789	3	8	152	114	300	Existing
52	27790	3	8	142	110	300	Existing
53	27791	3	8	150	110	300	Existing
54	27792	3	8	142	118	300	Existing
55	27793	3	8	143	112	300	Existing
56	23636	4	20	160	120	500	Proposed (permitted)
57	23637	4	20	160	120	500	Proposed (permitted)
58	23638	4	20	160	120	500	Existing (not yet in service)
59	23639	4	20	160	120	500	Existing (not yet in service)
60	23640	4	20	125	92.5	367	Existing (not yet in service)
62	23642	4	20	125	96	367	Existing (not yet in service)
67	27581	3	8	135	111	400	Existing
68	27582	3	8	145	121	1000	Existing

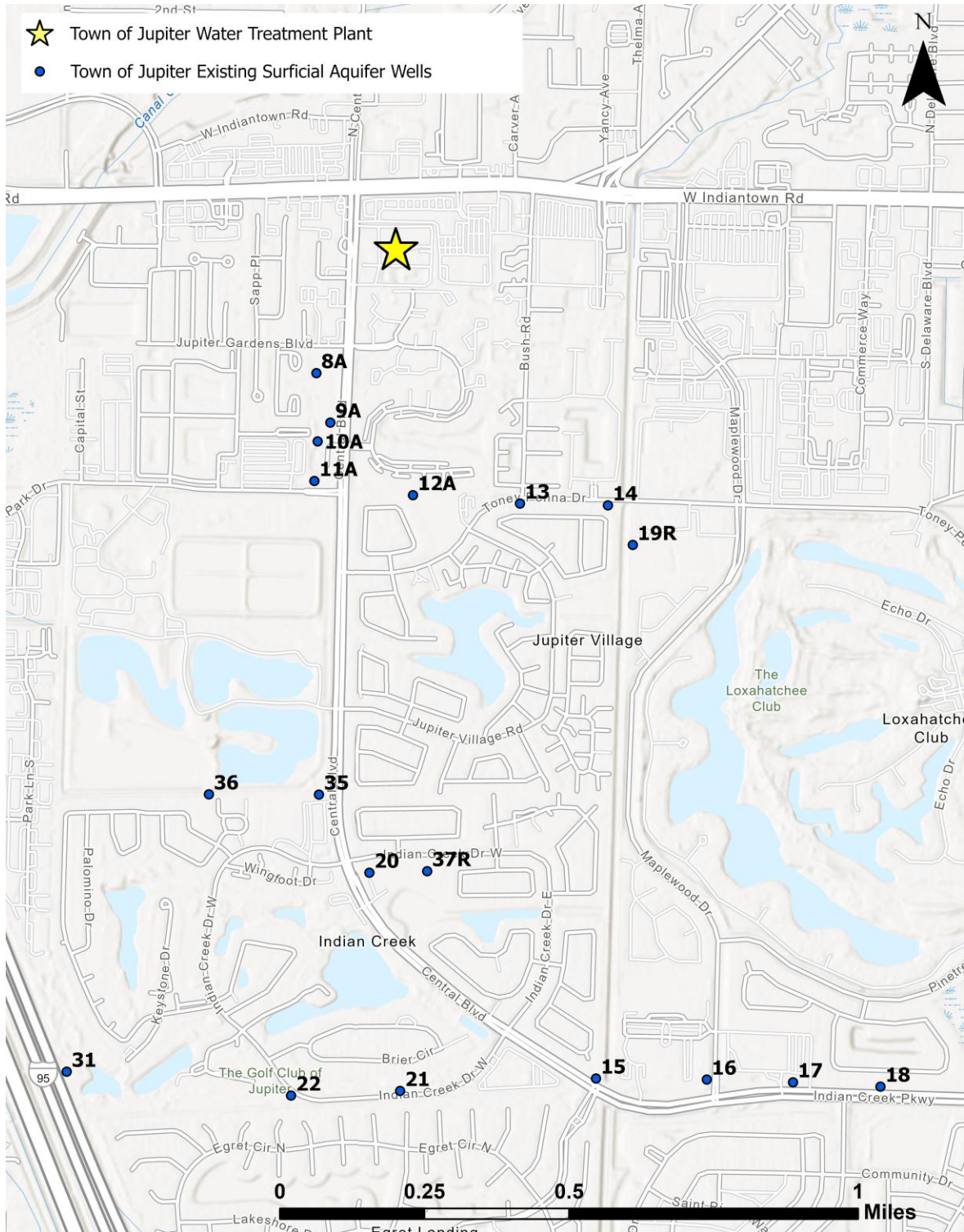


Figure 3-1: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 2

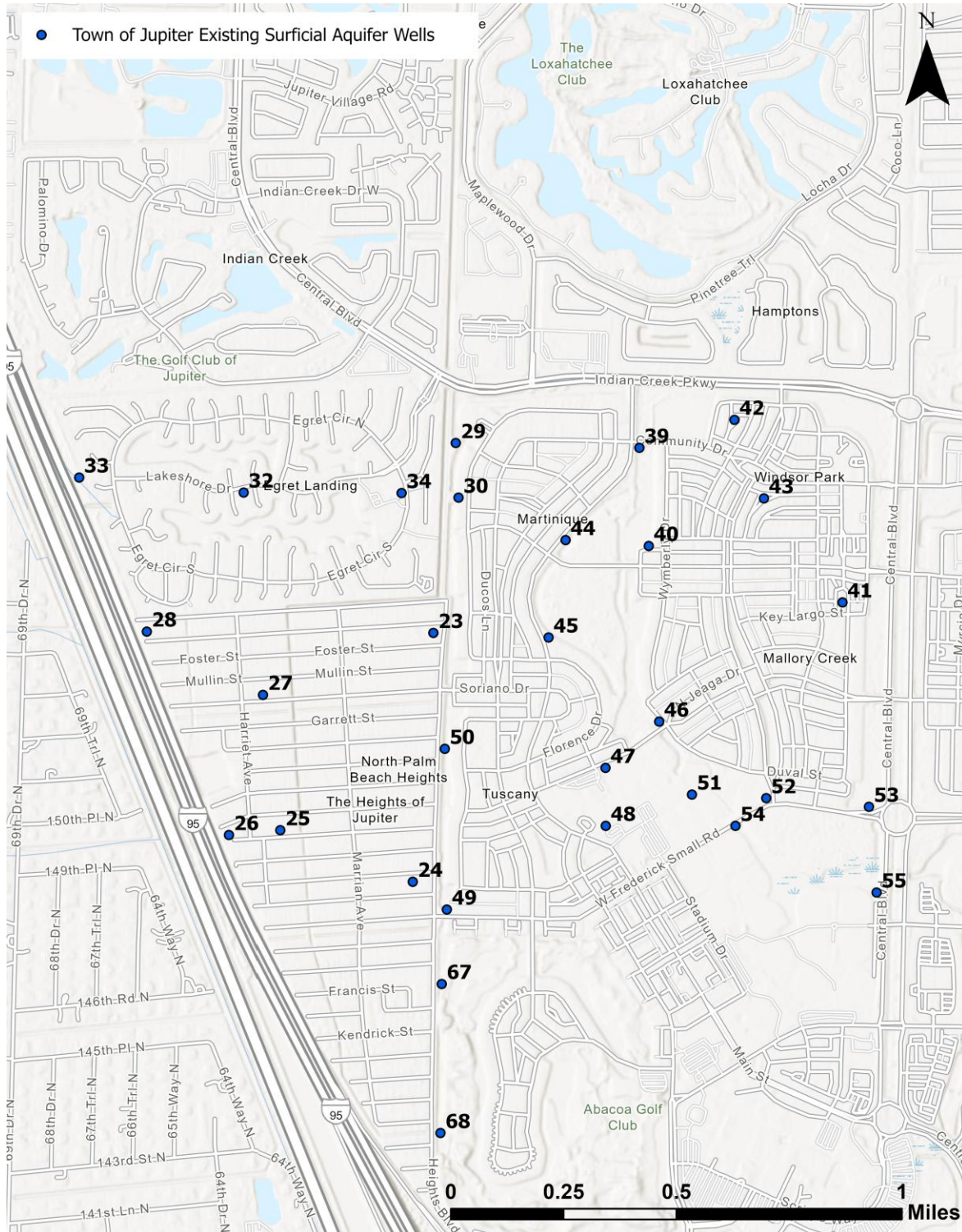


Figure 3-2: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 3

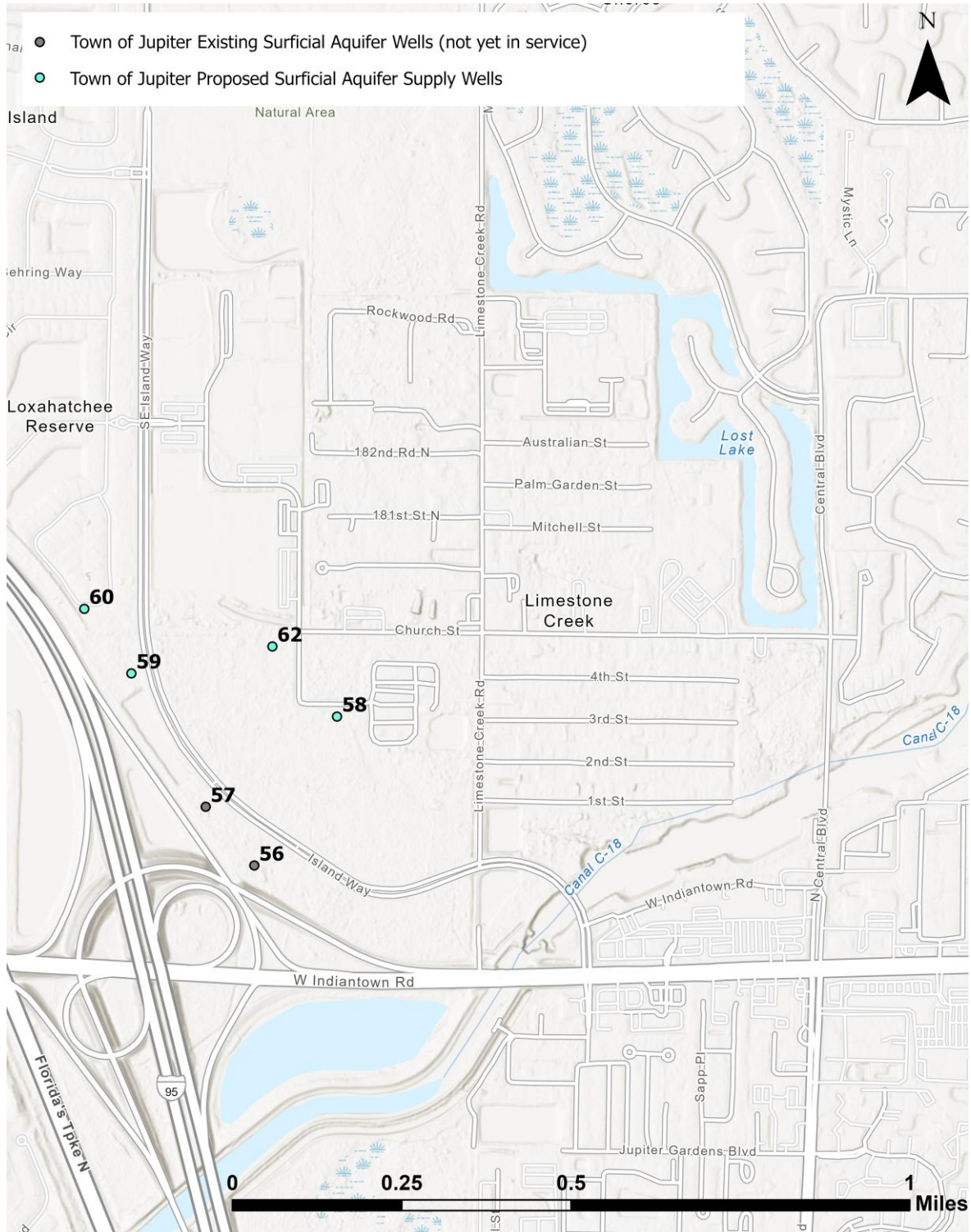


Figure 3-3: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 4

3.1.2.2 Floridan Aquifer Wellfield

The Town of Jupiter's Floridan aquifer raw water supply currently includes 12 production wells with a combined raw water production capacity of approximately 12,500 gpm or 18 MGD. Individually these wells produce between 600 and 1,700 gpm. Existing FAS wells are completed within the Upper FAS at depths between 1,373 feet and 1,673 feet below land surface. Existing FAS wells are located at the Central Blvd Ground Storage Tank and High Service Pumping Facility (RO-2 and RO-3); at the WTP site (RO-4); along the South Indian River Water Control District outfall canal (RO-7 and RO-10); and within the SFWMD C-18 Canal Right of Way (RO-5, RO-6, RO-8, RO-9, RO-11, RO-12 and RO-13).

As of 2025, the Town's FAS wells range between 19 and 37 years old. ~~Raw water from the FAS is naturally corrosive due to its brackish nature. conditions of the FAS, the raw water is naturally corrosive, As such, therefore the FAS~~ wells are constructed with either fiberglass reinforced plastic (FRP) casing or polyvinyl chloride (PVC) casing. Six additional ~~permitted~~ FAS wells (RO-14, RO-15, RO-16, RO-17, RO-18 and RO-19) ~~are permitted by SFWMD to will~~ be constructed to supplement ~~the Town's~~ existing ~~limited FAS raw water~~ supply. FAS wells RO-14, RO-15, and RO-16 are currently under construction and scheduled to become operational in ~~2027~~2028. Construction of ~~future~~ wells RO-17, RO-18, and RO-19 are planned for 2031; however, construction timing is contingent upon on ~~private~~ development of the surrounding areas. ~~It is expected that t~~These three ~~future~~ additional FAS wells ~~are designed to be completed will be completed to a depth of~~ approximately 1,650 feet below land surface, however completed depths will be dependent on aquifer water quality and geologic conditions ~~determined during drilling~~. **Table 3-3** provides an inventory of the Town's existing and proposed FAS supply wells. **Figure 3-4** depicts the locations of the FAS supply wells.

Table 3-3: Town of Jupiter Floridan Aquifer Supply Wells

FAFAS Well Number	WUP Well ID Number	Wellfield	Diameter (inch)	Total Depth (feet)	Casing Depth (feet)	Capacity (gpm)	Status
RO-2	23566	Floridan	16	1,673	1,032	2,000	Existing
RO-3	23567	Floridan	16	1,615	1,017	2,000	Existing
RO-4	23568	Floridan	16	1,373	1,065	2,040	Existing
RO-5	27794	Floridan	16	1,665	1,451	1,100	Existing
RO-6	27795	Floridan	16	1,660	1,465	1,300	Existing
RO-7	27796	Floridan	16	1,662	1,330	2,000	Existing
RO-8	27797	Floridan	16	1,540	1,295	1,500	Existing
RO-9	27798	Floridan	16	1,520	1,235	1,500	Existing
RO-10	27799	Floridan	16	1,617	1,224	1,500	Existing
RO-11	23569	Floridan	16	1,500	1,050	1,000	Existing
RO-12	23570	Floridan	16	1,500	1,050	1,000	Existing
RO-13	23571	Floridan	16	1,500	1,050	1,000	Existing
RO-14	281222	Floridan	16	1,437	1,070	1,390	Existing (not yet in service)
RO-15	281223	Floridan	16	1,514	1,119	1,500	Existing (not yet in service)
RO-16	281224	Floridan	16	1,633	1,245	1,395	Existing (not yet in service)
RO-17	281225	Floridan	16	1,650	1,050	1,500	Proposed (permitted)
RO-18	286841	Floridan	16	1,650	1,050	1,500	Proposed (permitted)
RO-19	286842	Floridan	16	1,650	1,050	1,500	Proposed (permitted)

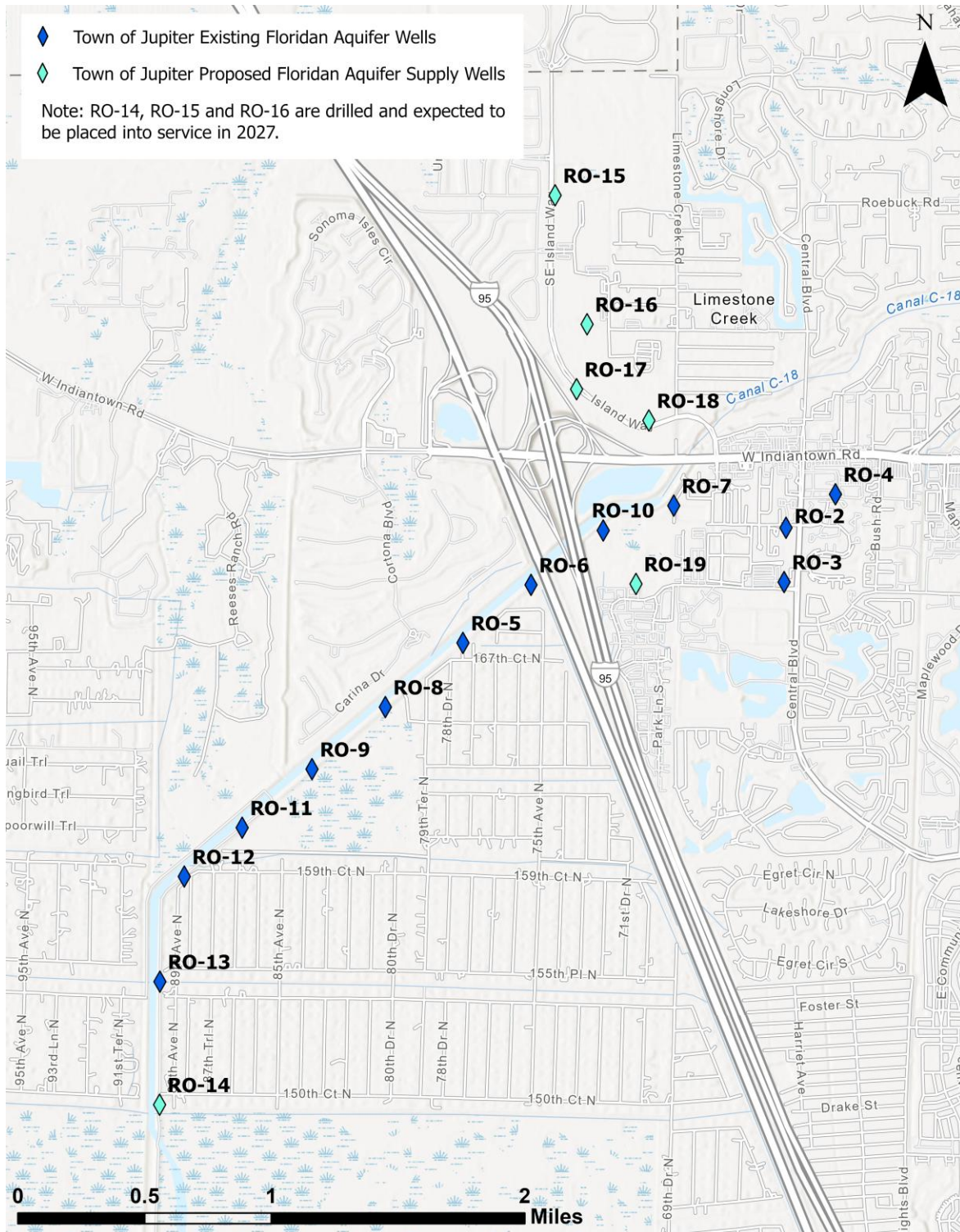


Figure 3-4: Town of Jupiter's Floridan Aquifer Supply Wellfield

3.1.3 Deep Injection Well

Currently, the Town disposes of nanofiltration concentrate by conveyance to the Loxahatchee River Environmental Control District (LRD) where it is blended with secondary treated effluent from the LRD’s Wastewater Treatment Facility and sold as irrigation supply or pumped down LRD’s deep injection well. The Town is constructing a deep injection well for disposal of RO concentrate and NF concentrate, which is anticipated to be placed into service in the summer of 2027. The Town and the LRD intend to execute a new agreement for supply of NF concentrate.

In 2024, the Town began construction of a Class I injection well under Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Construction and Testing Permit Number: 0427187-001-UC/1X. A petition for Variance from Rule 62-521.400(1)(f), F.A.C was granted on May 4, 2023, to construct the injection well within 500 feet of a water FAS supply well (RO-4). The injection well is designed to dispose of membrane concentrate from RO and NF membrane treatment processes. The maximum allowable injection velocity is 10 feet per second (fps) which corresponds to a peak flow rate of 7,913 gpm (11.4 mgd) for the nominal 20-inch FRP tubing (except during planned testing, maintenance or emergency conditions, in which case the flow rate shall not exceed 12 fps). The injection well is expected to ~~operational~~ be operational by in the end-summer of 2027.

A summary of the construction details of each facility’s injection well is presented in **Table 3-4**.

Table 3-1: Injection Well Construction and Operation Details

Owner	Well Name	Final Casing (inches OD)	Final Casing Depth (feet bls)	Injection Tubing (inches OD)	Injection Tubing Depth (feet bls)	Injection Interval (feet bls)	Maximum Permitted Injection Rate (gpm)	Maximum Permitted Injection Rate (mgd)
TOJ	IW-1	28-inch steel ¹	2,850 ¹	20-inch FRP ¹	2,840 ¹	2,850 – 3,300 ¹	7,913 ¹	11.4 ¹
LRD	IW-1	34-inch steel	2,839	24-inch Steel	2,839	2,839 – 3,505	12,950	18.65

¹Proposed construction and operation details in accordance with FDEP UIC Permit 0427187-001-UC/1X

3.1.4 Surficial Aquifer Recharge

Since 1990, the Town has incrementally constructed a system of control structures, flow-ways and salinity barriers intended to increase surface water storage and SAS recharge utilizing freshwater that would otherwise be wasted to tide. The recharge system, when fully developed, is expected to offset some of the effects of urban groundwater withdrawals by replenishing the local aquifer, thereby minimizing the risk of environmental harm, including wetland drawdowns and saltwater intrusion. The recharge system is seen as a prudent insurance policy for Jupiter’s water supply given its susceptibility to impacts. The long-term sustainability of the region’s water resources and freshwater environment will be greatly enhanced through operation of this system.

Currently, the Town is permitted to withdraw approximately 12 cfs from the C-18 Canal to ~~supply to~~supply the SAS recharge system. The SFWMD plans to supply 25 cfs of recharge flows to Limestone Creek and the C-18 Canal as part of the CERP Loxahatchee River Watershed restoration Project, which the Town hopes will increase opportunities to utilize the recharge system that has been constructed. Implementation of these recharge flows would aid significantly in reducing natural area impacts to groundwater levels during dry periods (low rainfall and drought) while providing protection to natural systems and wetlands. The renewed permit was issued November 2019, however, restrictive permit conditions are not conducive to use the system.

3.2 Summary of Existing Water Treatment Facilities

The Town's existing water treatment facility consists of three separate processes: Reverse Osmosis, Ion Exchange, and Nanofiltration. Each of the processes is permitted by the FDEP and have rated treatment capacities as shown in **Table 3-5**.

Table 3-5: Existing Rated Plant Capacities

Facility	FDEP Permitted Treatment Capacity (MGD)
Reverse Osmosis	13.7
Ion Exchange	1.8
Nanofiltration	14.5
Total	30.0

The RO plant is capable of producing 13.7 MGD of finished water. The Utility has a permitted (by SFWMD) daily withdrawal allocation from the Floridian aquifer of 17.90 MGD (max month basis), which allows the RO plant the ability to produce 13.7 MGD of finished water at the 75% recovery rate of the process.

In 1999, a 1.8 MGD ion exchange treatment plant was constructed. The ion exchange plant utilizes SAS water to produce water of increased alkalinity and low color which when blended with the RO permeate waters improves the chemical and aesthetic characteristics of the total blended finish water. However, the Town's strategy to comply with forthcoming PFAS regulations will require that the use of the ion exchange treatment plant be discontinued. Therefore, the Town plans to demolish the ion exchange treatment facility and construct one additional NF membrane treatment train of like capacity (2.9 mgd) to the existing five NF trains thereby increasing e-the capacity of the NF facility system ~~from 14.5 mgd to 17.4 mgd. and demolish the ion exchange treatment plant.~~

In 2010, the Town commissioned a 14.5 MGD NF plant. The plant utilizes raw water from the SAS, which is the same source used by the ion exchange plant. As mentioned above, the Town strategy will discontinue usage of the ion exchange treatment plant and increase the capacity of the NF system by adding one NF train and demolishing the IX system.

The Utility has a permitted (by SFWMD) daily withdrawal allocation from the SAS of 19.90 MGD (max month basis), which allows the ion exchange plant to operate in conjunction with the NF plant. The NF plant produces 14.5 MGD of product at an 85% process recovery rate.

3.2.1 Treatment Losses

Treatment losses, for the purpose of this report, is defined as the difference between raw water pumped and finished water produced and pumped to the water distribution system. Treatment losses vary depending on the with the efficiency of the treatment technology utilized. For example, RO membrane treatment has an inherent recovery rate of approximately 75% (potable water), meaning that 25% of the feedwater is rejected as concentrate. By comparison, NF membrane treatment generally achieves a higher recovery rate of around 85%, corresponding to a treatment loss of about 15%. In addition, there are processes within the treatment plant that utilized treated water before pumping to the distribution system, these are also considered treatment losses. The treatment loss for the Town's WTP, utilizes both which uses a combination of RO and NF membrane treatment and RO technologies. The Town's annual average treatment loss over the five-year period from 2020 to 2024 varied from approximately 19 to 23 percent, is roughly 16 to 20 percent of the raw water pumped as shown in Figure 3-5 depicts the system treatment losses from the years 2020 to 2024. Average treatment losses experienced by the Town are typical of other membrane treatment plants in south Florida.

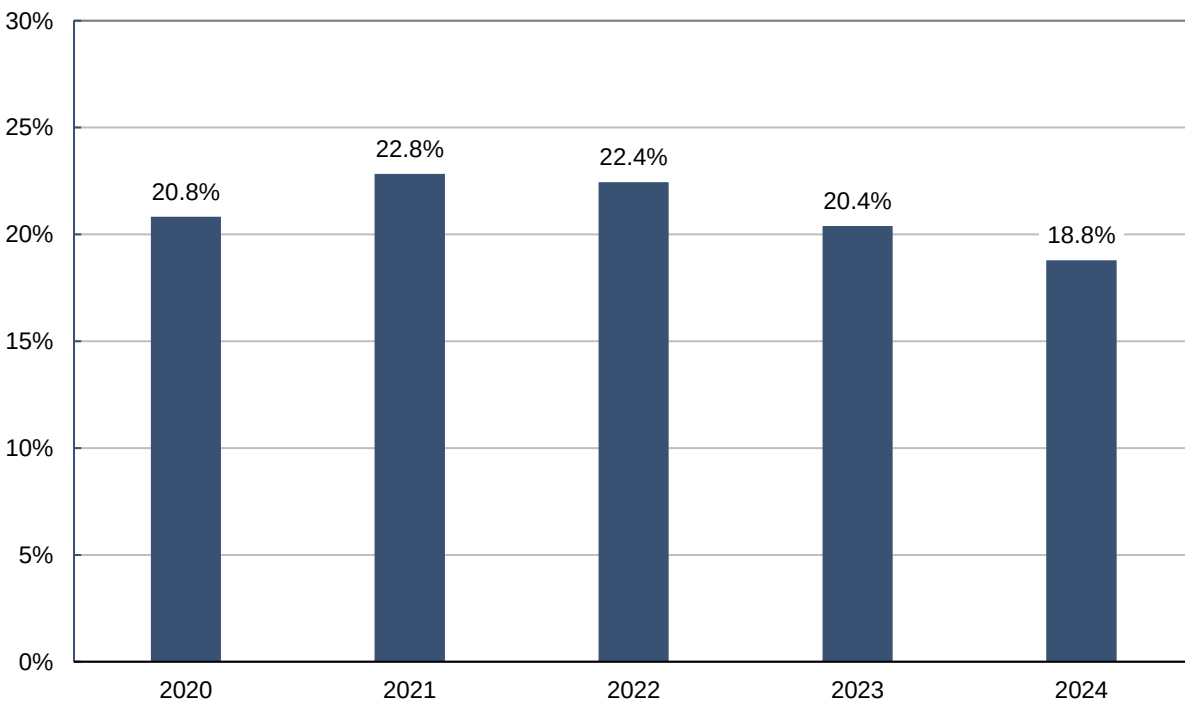


Figure 3-5: Annual Average Percent Water Treatment Loss

3.2.2 Level of Service Criteria

The Town of Jupiter has set level of service standards for its water system as summarized in Table 3-6.

Table 3-6: Level of Service Standards

Component	Level of Service Standard / Goal
Raw Water Supply	26.2 MGD – SAS 23.5 MGD – FAS 49.7 MGD – Total
Treatment Capacity	30 MGD
Minimum system pressure during peak hour demand with largest pump out of service during non-fire flow conditions	Maintain a minimum of 45 psi in the distribution system
Minimum system pressure during peak hour demand with largest pump out of service during fire flow conditions	Maintain a minimum of 20 psi in the distribution system
Finished Water Pumped Per Capita – 2019 Comprehensive Plan Volume 1, Infrastructure Element	Policy 1.4.4 of the Comprehensive Plan Volume 1, Infrastructure Element indicates that the level of service for finished water pumped shall be 153 gallons per capita per day for residential customers and 100 gallons per 1,000 square feet for non-residential customers
Finished Water Storage	A minimum of 5.1 MG based on water demand in the past 12 months (FAC 62-555.320). Current storage capacity: 29.5 MG.
Maximum Distribution System Water Loss	10 Percent of Finished Water Pumped

3.2.3 Outstanding Compliance Issues

FDEP issued an Administrative Order (AO-22-001-IW-50-SED) to cease the primary disposal of RO concentrate into Class II Marine Waters via outfall to the C-18 Canal (Southwest Fork of the Loxahatchee River) within 28 months from issuance of the UIC permit. The existing outfall will remain in place and is permitted for emergency/backup use only.

3.3 Finished Water Distribution System

The Town's water distribution system consists of over 467 miles of 2 to 30-inch diameter water mains that convey finished water from the ground storage and repumping facilities to the Town's water customers. In general, the larger diameter transmission mains originate at the WTP ground storage and high service pumping and repumping stations, and decrease in size as they extend through the water service area. The majority of the Town's water customers are to the east, north and south of the WTP. The distribution system is interconnected in a loop configuration that provides reliable service throughout the entire water service area. **Figure 3-6** illustrates the Town's water customers within the water service area.

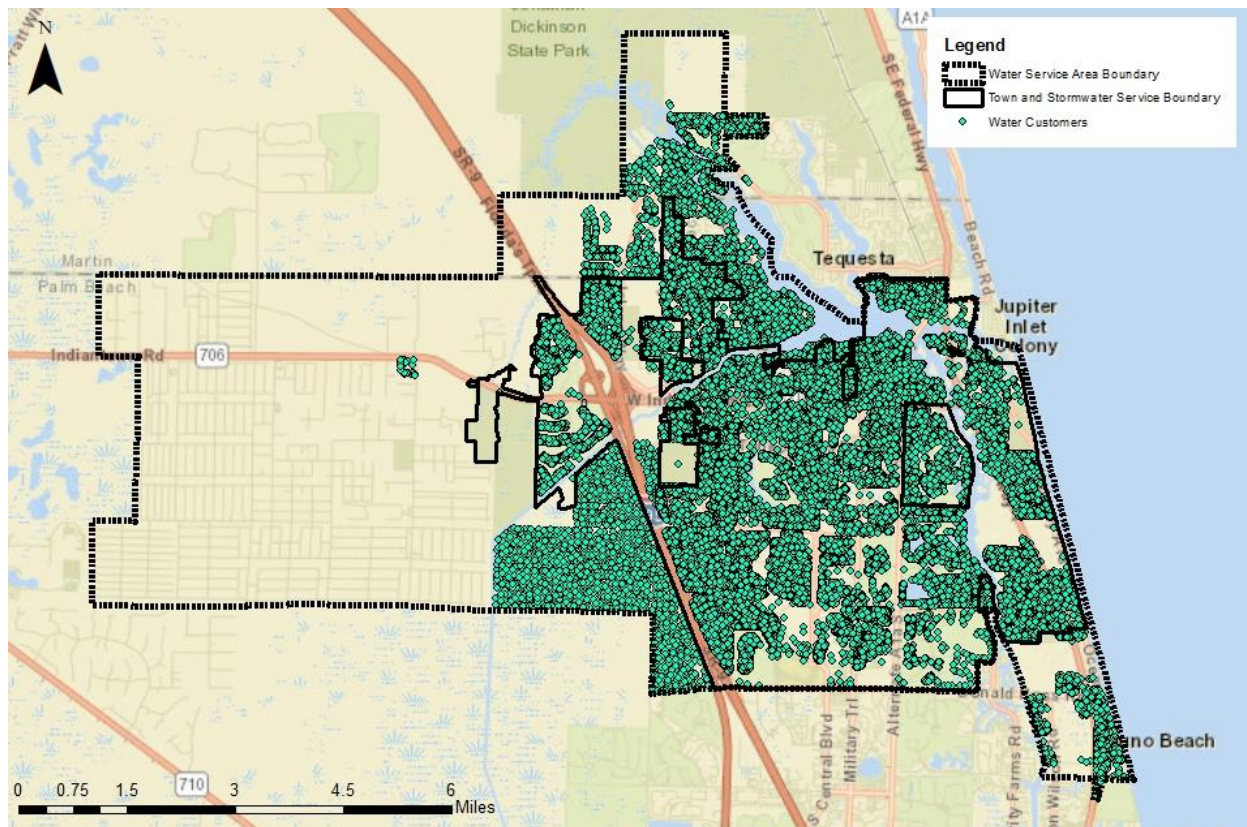


Figure 3-6: Town of Jupiter Water Customers

3.3.1 Distribution System Interconnects

The Town maintains metered distribution system interconnections with two neighboring utilities, the Village of Tequesta to the north, and the Seacoast Utility Authority to the south. These interconnections are closed during normal operations. The interconnects are maintained to allow for the sharing of water supplies in case of an emergency need. The Town's interconnects are listed below:

- There are two interconnections with the Village of Tequesta: one 8-inch, and one 12-inch.
- There are three interconnections with Sea-Coast Utility Authority: one 8-inch, one 10-inch and one 12-inch.

3.3.2 Distribution System Water Storage Facilities

The Town's water storage system consists of a total of seven ground storage tanks (GSTs), with a total combined storage capacity of 29.5 MG:

- Two of the GSTs are located at the Town's WTP, and have a combined capacity of 4.5 MG.
- Three of the GSTs are located at the Central Boulevard Repumping Station, with a combined capacity of 21.0 MG.

- One GST is located at the Juno Beach Repump Station, and has a capacity of 1.0 MG.
- One GST is located at the Riverbend Repump Station and has a capacity of 3.0 million gallons.

3.3.3 Distribution System Losses

~~Historical distribution system losses are presented in Figure 3-7. The percent of finished water pumped to the distribution system compared to that is measured at the customer meters, as a percentage of the finished water pumped. Historical annual distribution system losses are presented in Figure 3-7. For the Town of Jupiter, the distribution system losses during the timeframe from 2020 through 2024, ranged from 9.1% to 10.8%. The goal for distribution loss as established by the SFWMD is 10% or less. The Town has been successful in the last three years in reducing distribution system losses below 10%. have averaged 9.9 percent over the timeframe from 2020 through 2024.~~

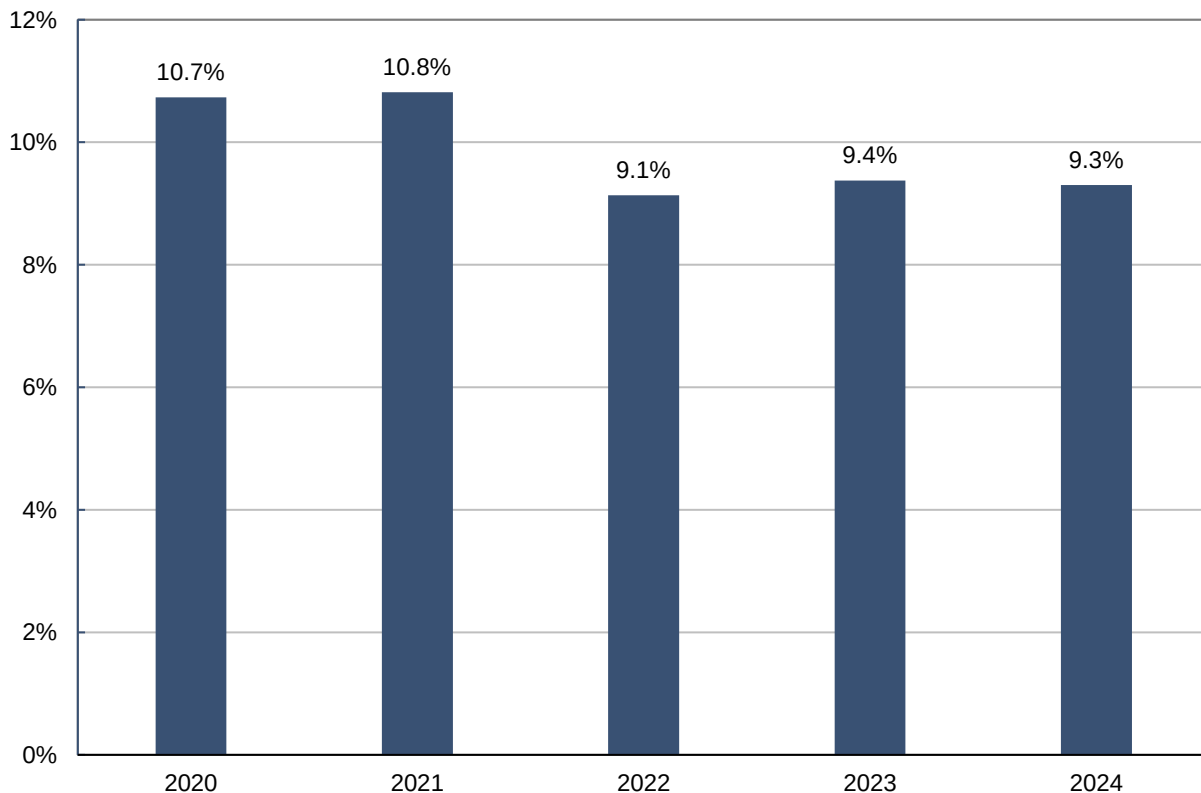


Figure 3-7: Annual Average Percent Distribution System Loss

4. Population and Water Demand Projections

4.1 Introduction

This section summarizes historical and forecasted population along with historical and forecasted water demand through 2045.

4.2 Population Projections

The population modeling used for the water demand forecast was performed by Palm Beach County Planning and Zoning Department (PBCPZD) using the Countywide Population Projections Through 2045 by Traffic Analysis Zones, to develop the projected populations based on the Office of Economic and Demographic Research (OEDR) and University of Florida's Bureau of Economic and Business Research (UFBEER). Palm Beach County utilizes the OEDR/BEER medium range projections for the County's Population Allocation Model. Note that the Town has requested UFBEER to conduct an in-depth population study specific to the Town's water service area. The study is underway but will not be completed in time for this update.

Martin County does not disaggregate population to traffic analysis zones. Therefore, values for this service area were derived by multiplying the number of Martin County service area households by average ~~persons~~person per household for the entire utility service area, then projected using the average annual percent change within the Palm Beach County portion of the service area.

Table 4-1 presents the population forecast for the Town of Jupiter's water service area from 2025 through the year 2045.

~~Jupiter Farms, located generally west of the Florida's Turnpike/Interstate 95 corridor, represents the largest portion of the Town of Jupiter service area to which potable water service has yet to be extended. Jupiter Farms was excluded from the population projections because there are currently no plans to extend water service to the residential areas of Jupiter Farms. If potable water service were to be extended to this area, it is expected that demand for water would not likely include an irrigation component, as households have existing private water systems that could be utilized for irrigation. Hence, per capita water demand would likely be lower than the rest of the service area by approximately 25%.~~

~~Table 4-1 presents the population forecast for the Town of Jupiter's water service area from 2025 through the year 2045.~~

Table 4-1: Population Projections for the Town's Water Service Area

Location	2025	2030	2035	2040	2045
Jupiter	62,867	65,027	66,733	68,459	69,500
Juno Beach	2,451	2,489	2,599	2,639	2,682
Unincorporated Palm Beach County	12,908	13,247	13,463	13,683	13,882
Unincorporated Martin County	2,574	2,657	2,724	2,789	2,831
TOTAL	80,800	83,420	85,519	87,570	88,895
Jupiter Farms (unincorporated PBC)	13,183	13,492	13,630	13,831	14,126

Jupiter Farms, located generally west of the Florida's Turnpike/Interstate 95 corridor, represents the largest portion of the Town of Jupiter's water service area to which potable water service has yet to be extended. Jupiter Farms was excluded from the demand projections included in this update because there are currently no plans to extend water service to the residential areas of Jupiter Farms in the next 10 years. If potable water service were to be extended to this area, it is expected that demand for water would not include an irrigation component, as households have existing private water systems that could be utilized for irrigation. Hence, per capita water demand would likely be lower than the rest of the water service area by approximately 25%. Jupiter Farms is nearly built out. Based on the population projections included for Jupiter Farms in Table 4-1, the Town's existing water supply and treatment facilities are adequately sized to support Jupiter Farms.

4.3 Historical Raw Water Used

Table 4-2 presents the Town of Jupiter's water system historical raw water use from the FAS and SAS from 2020 to 2024. This period also includes information on historical per capita water usage and maximum day peaking factors for 2020 to 2024 are calculated based on combined annual raw water withdrawals from the SAS and FAS, and the water service area population. Based on this data for 2020 to 2024, the average raw water usage per person ranged from 250 gallons per capita per day (gpcd) to 259 gpcd, averaging was 253 gallons per capita per day (gpcd) over the 5-year period. Based on combined maximum day withdrawals from the FAS and SAS during the same 5-year time period, the raw water maximum day peaking factor, ranged from 1.28 to 1.55, averaging 1.42, over the 5-year period. average of 2020 to 2024, is 1.42. Both the average per capita raw water usage and the average peaking factor are used later in this report to calculate projected raw water demands.

Table 4-2: Historical Combined Raw Water Used

Year	Water Service Area Population	Combined Raw Water Demand					
		Annual Withdrawal (mgd)	Avg Day Demand (mgd)	Avg Day Per Capita (gpcd)	Max Day Factor	Max Day Demand (mgd)	Max Day Per Capita (gpcd)
2020	78,180	7,133	19.5	250	1.55	30.3	387

2021	78,704	7,435	20.4	259	1.49	30.3	385
2022	79,228	7,316	20.0	253	1.28	25.7	324
2023	79,752	7,382	20.2	254	1.39	28.1	352
2024	80,276	7,289	19.9	249	1.38	27.5	343

4.4 Historical Finished Water Distribution

Finished water distribution demand is defined as water pumped to customers from the high service pumps, before distribution system losses. **Table 4-3** presents the historical finished water production demand for the Town’s water service area from 2020 to 2024. Historical water consumption per person in the Town’s water service area is calculated based on the annual finished water production converted to million gallons per day, divided by the total water service area population. For the time period from 2020 to 2024, the average finished water production demand ranged from 199 gpcd to 207 gpcd, averaging was 202 gpcd over the 5-year period. Historical maximum day finished water demands result in a maximum-max day peaking factor ranging from 1.24 to 1.34 and averaging, average from 2020 to 2024, is 1.30 over the 5-year period. This historical per capita finished water demand and max day peaking factor will be applied to population projections to estimate future finished water demands and verify adequate plant capacity exists to serve Jupiter’s water service area into the future.

Table 4-3: Historical Finished Water Production Demand

Year	Water Service Area Population	Finished Water Production Demand					
		Annual Finished Water Production (mgd)	Avg Day Demand (mgd)	Avg Day Per Capita (gpcd)	Max Day Factor	Max Day Demand (mgd)	Max Day Per Capita (gpcd)
2020	78,180	5,703	15.6	200	1.32	20.6	264
2021	78,704	5,941	16.3	207	1.30	21.2	270
2022	79,228	5,830	15.9	202	1.24	19.8	249
2023	79,752	5,907	16.2	203	1.27	20.6	258
2024	80,276	5,834	15.9	199	1.34	21.3	266

4.5 Water Demand Forecast

Table 4-4 summarizes the raw and finished water distribution demand forecasts on an annual average day and maximum day basis for the Town’s water service area for 2025 to 2045 in five-year increments. **Figure 4-1** illustrates the finished water distribution demand in bar chart format in five-year increments through 2045. **Figure 4-2** and **Figure 4-3** illustrate the SAS and FAS raw water demand, respectively, in bar chart format in five-year increments through 2045.

This information shows that Jupiter’s water treatment plant capacity of 30 mgd is sufficient to meet average day and maximum day finished water demands projected for the water service area. In addition, the Town’s raw water supply facilities are adequate to support a treatment capacity of 30 mgd and therefore also sufficient to meet the forecasted raw water demands through 2045.

Table 4-4: Water Demand Forecast

Year	Water Service Area Population	Finished Water Distribution Demand (mgd)		Surficial Aquifer Raw Water Demand (mgd)		Floridan Aquifer Raw Water Demand (mgd)	
		Avg Day	Max Day	Avg Day	Max Day	Avg Day	Max Day
2025	80,800	16.3	21.2	10.5	14.2	9.9	13.4
2030	83,420	16.9	21.9	10.9	14.7	10.2	13.8
2035	85,519	17.3	22.5	11.1	15.1	10.5	14.2
2040	87,570	17.7	23.0	11.4	15.4	10.7	14.5
2045	88,895	18.0	23.4	11.6	15.7	10.9	14.7

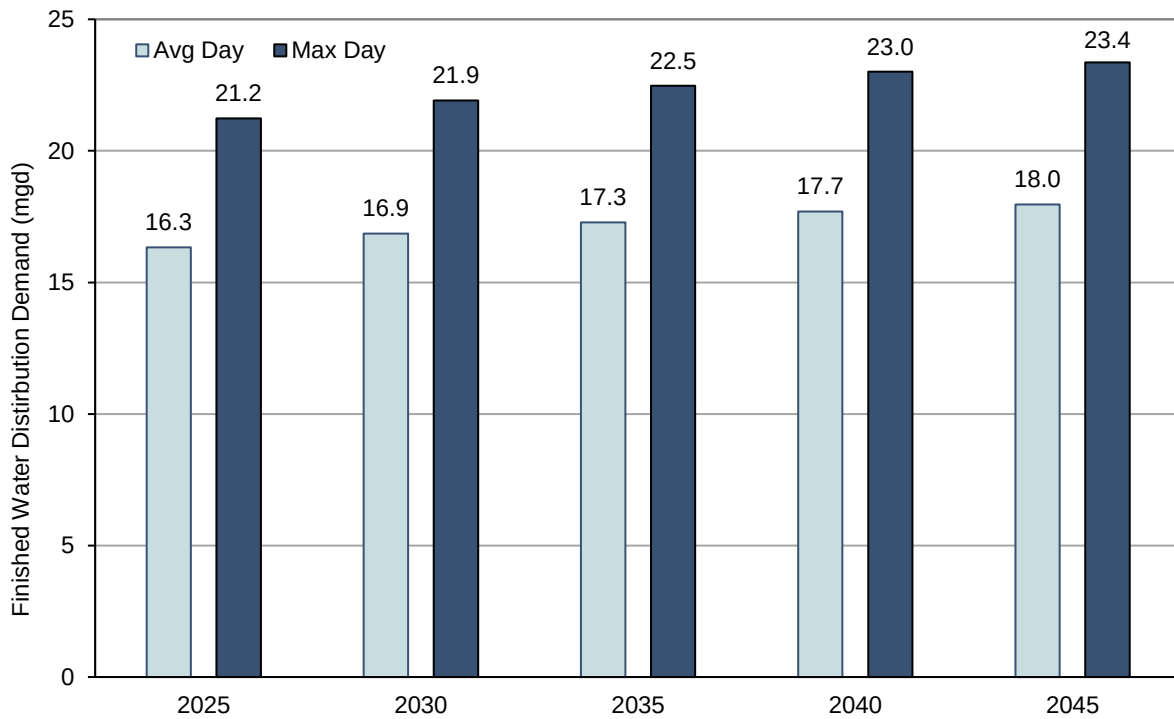


Figure 4-1: Finished Water Distribution Demand Forecast 2025 to 2045

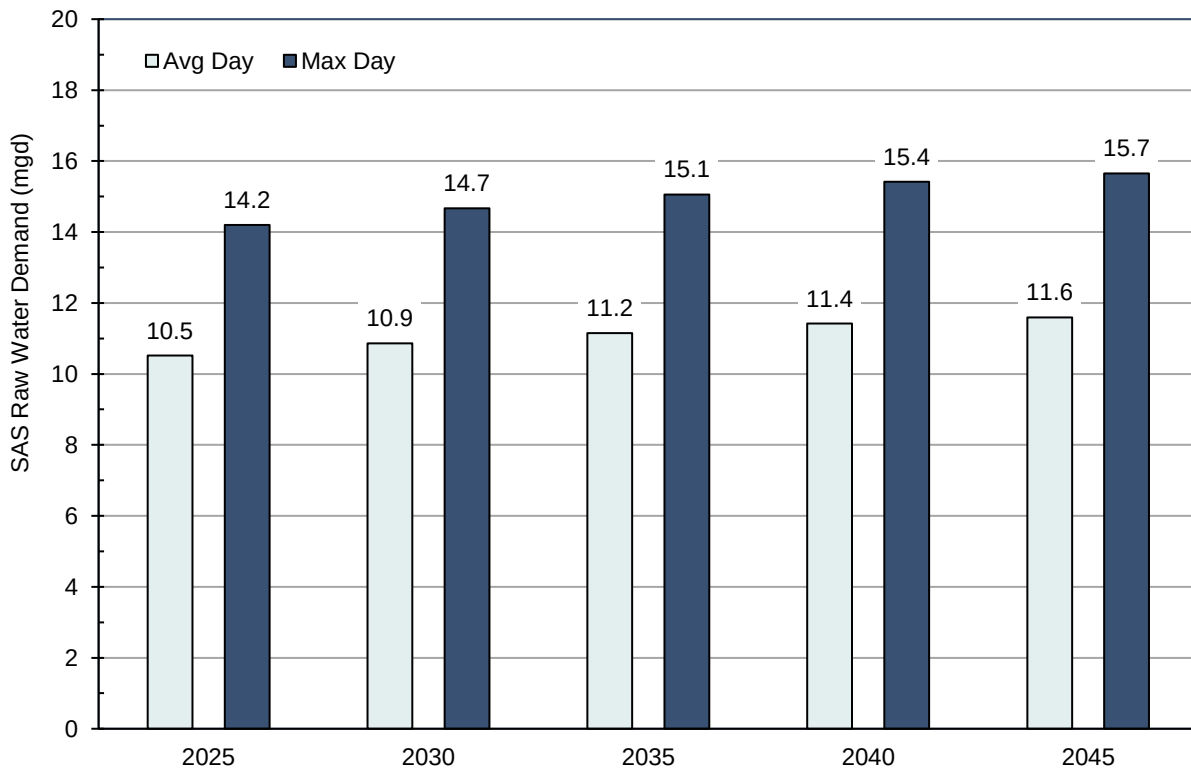


Figure 4-2: Surficial Aquifer Raw Water Demand Forecast 2025 to 2045

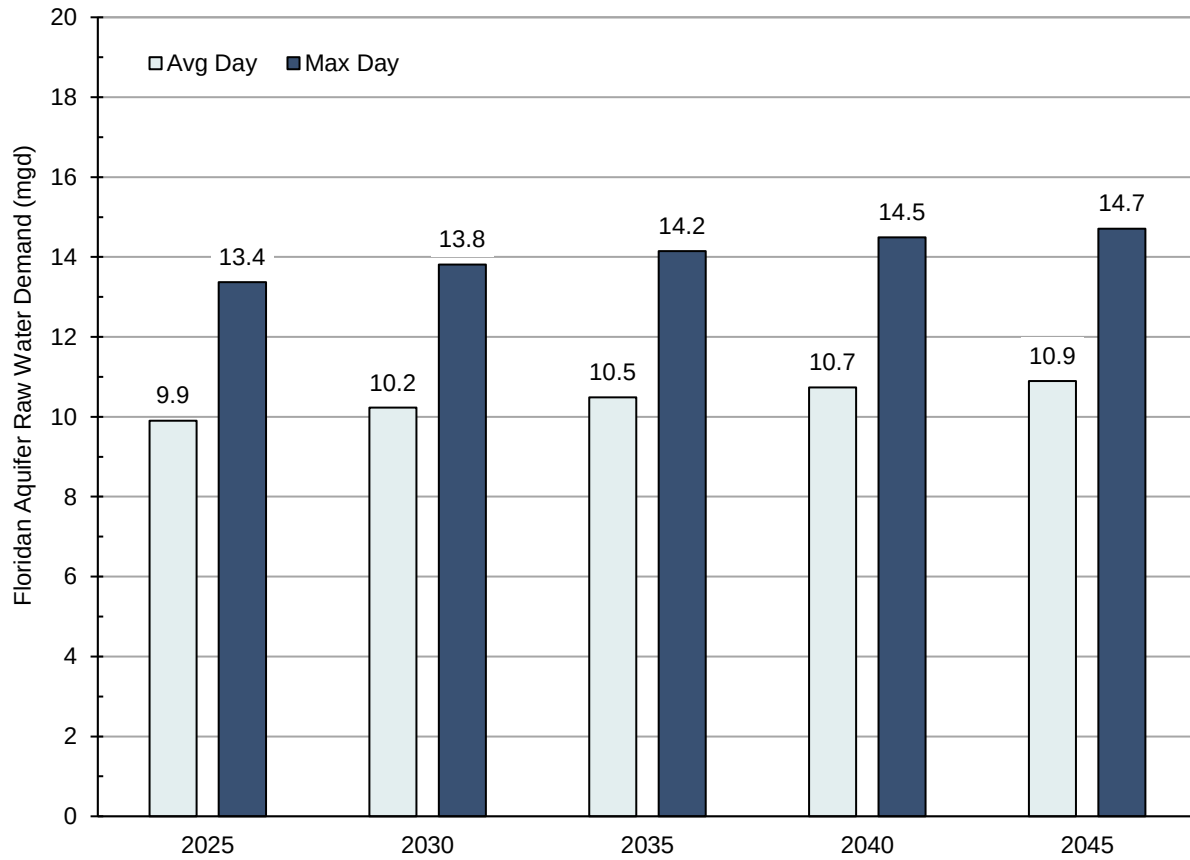
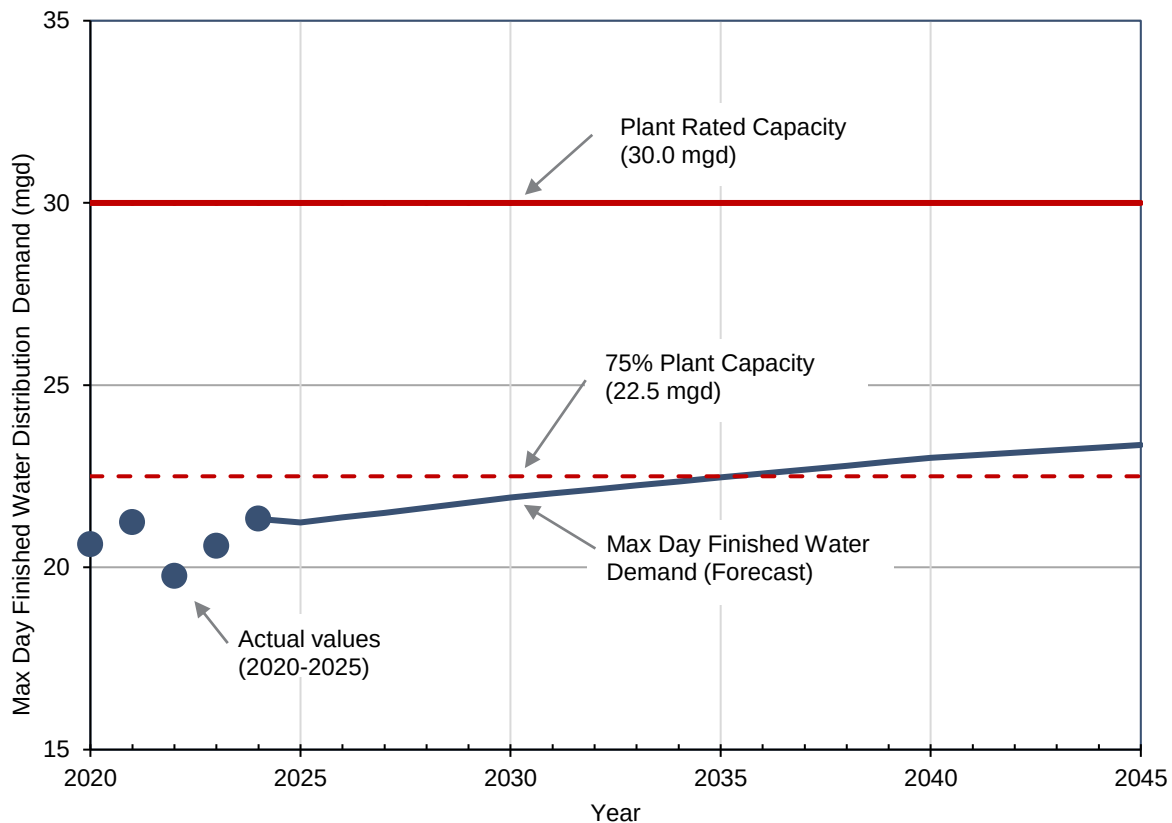


Figure 4-3: Floridan Aquifer Raw Water Demand Forecast 2025 to 2045

4.6 Finished Water Production Capacity is Adequate to Meet Demand

Figure 4-4, which considers the planned infrastructure improvements defined in **Table 4-4**, further illustrates that the existing water treatment plant finished water production capacity of rated at 30 mgd will is adequately to meet projected finished water demands through the year 2045. The solid red line in **Figure**



4-4 depicts the existing 30 mgd rated treatment capacity of Jupiter’s water treatment plant and the dashed red line (75% Plant Capacity 22.5 mgd) illustrates the threshold that would trigger the Town to complete a Capacity Analysis Report (CAR) as required by Rule 62-555.348 F.A.C., when the total maximum-day water production exceeds 75 percent of the permitted capacity. The figure considered is based upon the planned infrastructure improvements defined in **Table 4-4**.

Figure 4-4: Max Day Finished Water Demand vs Water Production Capacity

Town of Jupiter

~~2025~~January 23, 2025 ~~15~~, 2026

10-Year Water Supply Facilities Work Plan – 2025 Update

~~December 30,~~

5. Conservation and Reuse Efforts

5.1 Conservation

5.1.1 Conservation Rate Structure

The Town has implemented a progressive conservation rate structure that increases rates as water usage increases. **Table 5-1** presents the residential conservation-based block rate structure, effective October 1, 2025. Section 20-159 of the Town Code includes a surcharge of up to 100 percent on customer accounts whose water use exceeds the average of the preceding four months by 10 percent.

Table 5-1: Residential Rate Structure

Gallons	Consumption Cost per 1,000 Gallons
0 – 6,000	\$1.61
6,001 – 14,000	\$2.16
14,001 – 30,000	\$3.84
Over 30,000	\$5.05

5.1.2 Water Shortage Restrictions

Section 20-149 through 20-164 of the Town’s Code of Ordinances provides for the imposition of water restrictions under an array of circumstances, including drought, requests by the SFWMD (pursuant to section 40E-21 of the Florida Administrative Code), deterioration of aquifer, saltwater intrusion, and water availability. Restricted water uses are established and provisions for enforcement are addressed. The Town has been successful in enforcing the various implemented restrictions and requirements. Water restrictions shall include, but are not limited to the following:

1. The intentional wasting of water by the excessive and unnecessary use thereof.
2. The sprinkling, watering or irrigation of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables and crops.
3. The washing of automobiles, trucks, trailers, mobile homes, campers, boats, railroad cars, or any type of mobile equipment; except a bona fide business enterprise where vehicle washing is done.
4. The washing of sidewalks, driveways, filling station aprons, porches, exteriors of homes, apartments, office buildings or other outdoor surfaces.
5. The washing of any business or industrial equipment and machinery, except where required by public health.
6. The operation of any ornamental fountain or other structure using water without a recirculating system.

7. The filling of swimming and wading pools not using a filter and recirculating system.
8. Permitting the wasting or escape of water through defective plumbing, which means to knowingly allow water to escape through a system that is in disrepair.
9. Unnecessary or excessive water uses by business and industries, which shall be restricted to the minimum amount of water necessary to reasonably conduct operations.
10. The use of water to serve a customer in a restaurant, unless requested by a customer.
11. The use of water for the expansion of a commercial nursery.
12. The use of water from hydrants for construction purposes, fire drills, or any other use, other than firefighting.
13. The use of water to put new agricultural land into production.
14. The use of water by a golf course, except those areas designated as tees and greens.
15. The use of water ~~of~~ for dust control.

5.1.3 Landscape Irrigation Restrictions

The Town has successfully implemented progressive landscape irrigation restrictions under Section 20-156 and Section 20-344 of the Town Code that meet the requirements of the SFWMD. These restrictions can apply to all individuals who use the Town's water, as well as water from private wells, lakes, canals, or other sources. Violators are subject to fines and imprisonment. To raise awareness of water conservation to its water customers, the Town offers information on their website and issues pamphlets to residents and posts notifications on social media outlets, provides presentations to school groups, offers information at the Town's annual Jupiter Jubilee, and ~~To raise awareness of water conservation the Town annually hosts the Ids poster contests~~ Florida Section American Waterworks Association (FSAWWA) water conservation such as Drop Savers poster contest. In addition, as described in Sections 5.1.4 and 5.1.5 that follow, the Town has committed significant financial investment to implement a ~~state-of-the-art~~ state-of-the-art water metering system that will increase customer awareness of water consumption and promote water conservation.

5.1.4 Advanced Metering Infrastructure Project

The Town currently uses a drive-by radio read system (AMR). While this radio-read system was a significant process improvement over in-person visits to each meter every month to obtain a single read, it has now become outdated technology. As such, the Town is planning to undertake a program to systematically convert to the latest best management practice for the water meter reading industry known as Advanced Metering Infrastructure (AMI). The system upgrade is expected to prove pivotal in minimizing system losses or non-revenue water losses which continue to rise as the Town's infrastructure ages. The proposed AMI system fully automates meter reading, billing and data collection processes making it a sustainable long-term solution for the Town.

This AMI project will also contribute to the transition of small multi-jet meters to solid state meters, which represents the most advanced and accurate metering technology. Solid state meters, also known as

ultrasonic or electromagnetic meters, have no moving parts and generally warrant 98.5% to 101.5% accuracy over the lifetime of the meter. In contrast, positive displacement and multi-jet meters generally warrant 99% -accuracy for 10 years, and above 91.7% for meters over 10 years of age. By maintaining meter accuracy, water loss due to underbilling actual usage can be kept to a minimum, allowing the utility to have a more refined water loss estimate due to leaks, breaks, and other events. The AMI system is expected to be in service in 2028.

5.1.5 Leak Detection Program

The aforementioned AMI Project allows the utility to advance its leak detection program due to the following:

1. Installation of pressure sensors throughout the distribution system which will automatically alert utility staff when pressure drops below a certain threshold, such as due to a leak or main break or when water is being used from a hydrant without permission.
2. Meter reads, which occur 4 times a day in the proposed AMI system rather than once a month with the AMR system. This increased frequency allows for alerts to be generated the same day an issue occurs, such as a leak downstream of a customer’s meter.
3. The AMI system can be coupled with virtual District Metering Areas to identify problem areas that have high water loss, comparing the amount of water entering a region versus amount used by the meters in the region.
4. Smart online platform to quickly obtain and analyze flow and pressure data from sensors.

5.1.6 Plumbing Code

An essential part of the Town’s conservation program is the implementation of high efficiency plumbing requirements. Section 20-158 establishes the requirements for water saving devices on water supply faucets or valves which limit flows to 3.0 gpm. Tank-type water closets discharging more than 3½ gallons per flush shall be provided with volume-limiting devices or methods. Palm Beach County (including the Town of Jupiter) adopts each update of the Florida Building Code (FBC) Plumbing Table 604.4 that requires new construction within Palm Beach County to use “low flow” plumbing fixtures. **Table 5-2** documents the most recently adopted 2023 FBC (Florida Department of Business and Professional Regulation, 2023) flow requirements of key fixtures.

Table 5-2: Maximum Flow Rates and Consumption for Key Fixtures in New Construction

Fixture	2023 FBC
Lavatory, Private	2.2 gpm
Shower Head	2.5 gpm
Urinal	1.0 gallon per flush
Toilet	1.6 gallons per flush

5.1.7 Public Outreach

The Town prides itself in being a very environmentally conscious community that embraces water conservation, which is encouraged through the Town's public outreach efforts. On an annual basis, the utility works with local schools and Jupiter area students to promote resource protection and conservation through a water conservation poster contest. The program has been a tremendous success in increasing awareness of natural resource issues and advocating for conservation efforts to the many local students who participate.

5.2 Reuse

Florida law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1)(a) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by FDEP, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse of reclaimed water is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

5.2.1 Local Government Specific Actions, Programs, Regulations, or Opportunities

The Loxahatchee River District, founded in 1971, began its reuse program, also known as irrigation quality (IQ) Water, in 1983. Today, this respected wastewater recycling program serves residential communities, golf courses, public parks and recreational facilities such as Roger Dean Stadium, with an average of 6.8 MGD of reuse water distributed in 2024.

The LRD operates an extensive network of reuse distribution throughout the Town of Jupiter and the Village of Tequesta communities with almost 184,000 feet or 35 miles of 2 inch to 36-inch force mains. Because IQ Water must meet strict health standards, using it to water lawns and landscaping provides for a safe, economical and environmentally beneficial use of this resource.

Thoroughly treated and disinfected according to exacting regulations, IQ Water must meet the requirements of the FDEP and the Public Health Department. LRD's IQ Water system is monitored 24 hours a day by trained operators and tested at an on-site, state-certified laboratory, as well as other independent research laboratories. The LRD IQ Water program has garnered numerous awards from state and national environmental managers for its safety and innovation.

LRD continues to expand its reuse program to reach a larger customer base by installing additional infrastructure and by evaluating options to supplement the reclaimed water produced. LRD also plans to evaluate alternative beneficial uses for the IQ water during wet periods when demand is not as great. LRD also plans to develop additional IQ water storage facilities. The goal of these improvements is to minimize the amount of IQ water disposed of through LRD's deep injection well by increasing the amount of reuse water able to be used and stored.

[The Town of Jupiter water utility and the LRD through the establishment of enhanced intergovernmental cooperation and coordination have assisted each other, where and when possible, over many years in order](#)

to ensure the effective and efficient delivery of services to their respective customers with substantive benefits with respect to regional water supply. For the past twenty (20) years, the Town has supplied the LRD with NF concentrate to supplement the LRD's water reuse supplies, thereby reducing irrigation demands on fresh water supplies. Both entities are environmentally conscious and agree that such enhanced intergovernmental cooperation brings about lasting environmental benefits thereby preserving our local natural resources for generations to come. The Town and the LRD are committed to continuing their leadership roles in the development and protection of water resources within the Loxahatchee River watershed through development and use of alternative water supplies, water reuse, conservation and other methods.

5.2.2 Local Financial Responsibilities

The Town does not have any financial responsibilities relative to reuse. Therefore, this section is not applicable to the Town.

6. Regional Issues

6.1 Introduction

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm-related flooding, and ensuring that future planning efforts are flexible to adapt to changes to ensure a sustainable water supply infrastructure.

The Town, together with its municipal and regional partners, understands it is imperative that local governments and water utilities begin to formalize the integration of water supply and climate change considerations as part of coordinated planning efforts and work to provide relevant updates to the 10-Year Water Supply Facilities Work Plan and enhance Goals, Objectives and Policies (GOPs) of its comprehensive plan. The Town is a leader in developing planning tools and identifying achievable and cost-effective goals that meet the needs of its community.

The 2023-24 LECWSP Update identified eight key regional water supply issues. Of these eight issues the following ~~four~~ three impact the Town of Jupiter:

1. Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources.
- ~~2. Increased withdrawal from the surficial aquifer system (SASASS) are limited by the Biscayne aquifer minimum flow and minimum water level (MFL), LEC Regional Water Availability criteria, potential impacts on the regional system, wetlands, pollution, and existing legal users as well as the potential for saltwater intrusion of upcoming relict seawater in the western portions of the planning area.~~
- 3.2. Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource.
- 4.3. Recent developments by the United States Environmental Protection Agency on the regulatory criteria for polyfluoroalkyl substances (PFAS) could require changes in the level of treatment required and may result in increased demands.

The following subsections further describe regional issues affecting the Town of Jupiter within the planning period.

6.2 Climate Change

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm related flooding, and ensuring that future planning efforts are flexible to adapt to changes to ensure a sustainable water supply infrastructure. The Town is currently completing a flood vulnerability assessment of critical infrastructure in the Town's water service area.

6.3 Saltwater Intrusion

The Town operates a saltwater intrusion monitoring program in accordance with the limiting conditions of its SFWMD Water Use Permit. Its goal is to locate and monitor the saltwater interface in and around the Town's wellfields. The purpose of the program is to provide an early warning monitoring system to assist wellfield managers in tracking the location and to manage withdrawals to limit the inland movement of the saltwater interface. The Town currently has 24 active saltwater monitoring wells.

There is an increased probability of the saltwater interface migrating within the immediate proximity of portions of the Town's wellfields, especially in times of prolonged drought. Sustainability of the SAS would be reinforced through frequent and substantive deliveries of excess stormwater to the Town's recharge system during dry periods and heightened limitations on additional permitted SAS withdrawals (i.e. private wells) in the areas between the SAS wellfield and the saltwater interface.

In 2024, the SFWMD published an updated saltwater intrusion map presenting the position of the position of the 250 mg/L chloride concentration (isochlor). **Figure 6-1** presents the 2019 and 2024 isochlor contours in relation to the Town's water supply wells. From 2019 to 2024 the isochlor migrated approximately 1,200 feet southwest towards the Town's wellfields in the area near the intersection of West Indiantown Road and Maplewood Drive. This is likely due to tidal influence from the Loxahatchee River into Jones Creek and the Heights Canal. Within this timeframe the isochlor also migrated approximately 0.8 miles southwest in the Pine Gardens South, Admiral's Cove, and Jonathan's Landing neighborhood area. This is not surprising as both Admiral's Cove and Jonathan's Landing contain tidal canals. The Town will continue routine monitoring of groundwater salinity for the protection of its water supply wells.



6.4 Northwest Fork of the Loxahatchee River Minimum Flows and Water Levels

The SFWMD adopts minimum flows and minimum water levels (MFLs) to establish the point at which either water resources or the ecology of an area would be expected to experience significant harm from further withdrawals. The SFWMD also adopts prevention and recovery strategies alongside the MFL to recover waterbodies to the MFL and prevent future violations of the MFL (SFWMD, 2024).

The SFWMD has adopted the MFL for the Northwest Fork of the Loxahatchee River through subsection 40E-8.221(4), F.A.C. as 35 cubic feet per second over Lainhart Dam for and an average daily salinity of less than 2 parts per thousand (ppt) at river mile 9.2. An MFL exceedance occurs when flows decline below 35 [cubic feet per second \(cfs\)](#) for more than 20 consecutive days or salinity, expressed as a 20-day rolling average, is greater than 2 ppt at river mile 9.2. **Figure 6-2**, adopted from Chapter 40E-8 of the F.A.C., provides a map defining the extent of the MFL waterbody for the Northwest Fork of the Loxahatchee River.

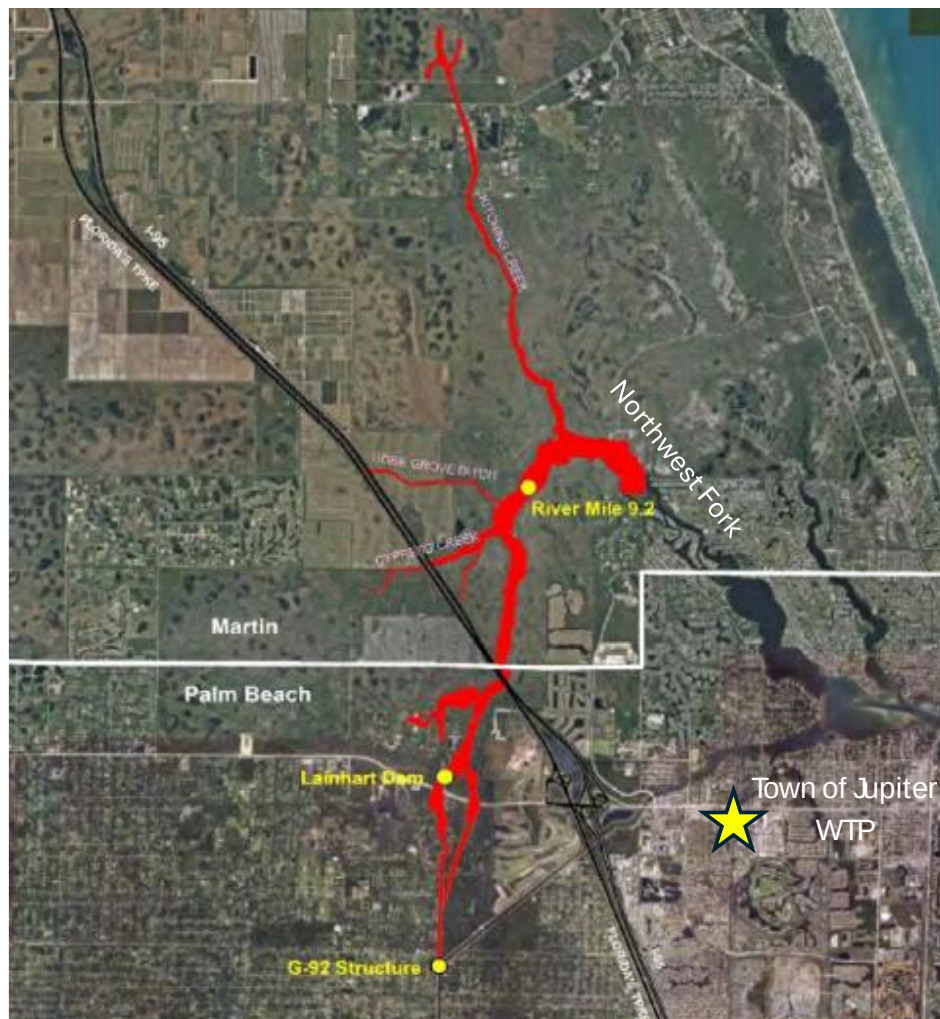


Figure 6-2: Northwest Fork of Loxahatchee River MFL

6.5 Loxahatchee River Watershed Restoration Project

Regional water managers have long recognized the importance of capturing excess surface water runoff and the use of such water for SAS recharge, for protecting natural systems, maintaining public water supplies and providing a barrier to saltwater intrusion to the SAS. The Loxahatchee River Watershed Restoration Project (LRWRP), (formerly known as Northern Palm Beach County - Part 1), which is a component of the Comprehensive Everglades Restoration Plan (CERP) can benefit the SAS supply in Jupiter in these ways provided that excess surface water upstream of the SFWMD S-46 discharge structure is diverted to the Town's surface water recharge system instead of being discharged to tide. The SFWMD expects that the increased diversion and attenuation of stormwater runoff to the Town through the CERP will also reduce nutrient levels reaching the impaired waters in the Southwest Fork and main embayment of the Loxahatchee River.

The Loxahatchee River is a blend of freshwater and estuarine environments, which was originally connected to the Everglades via the Loxahatchee Slough, where freshwater was freely exchanged with the Everglades based on water levels in the river and slough. Over time, natural areas across the watershed were converted to agricultural and urban uses that created barriers to freshwater flows and disconnected the river from the everglades (USACE, 2023). The purpose of the LRWRP is to restore and sustain the overall quantity, quality, timing, and distribution of fresh waters to the federally designated "National Wild and Scenic" Northwest Fork of the Loxahatchee River. The project was authorized under the Water Resources Development Act of 2020 and is currently ongoing as a joint effort between the United States Army Corps of Engineers (USACE) and the SFWMD.

The recommended plan would restore volume and seasonal timing of flows by using a 9,500 acre-foot reservoir, a 4-well aquifer storage and recovery system, and associated small pump stations, canals, and water control structures in the watershed to capture and store water that is currently discharged away from the Northwest Fork of the Loxahatchee River, and then release the water to the river with a natural seasonal timing. Wet season flows would be 98% and dry season flows would be 91% of the restoration targets, versus 78% and 65% for the future without the project (USACE, 2020).

The Town supports the LRWRP and other CERP projects through the South Florida Ecosystem Restoration Task Force and other relevant working groups. The Town also publicizes the role of CERP as a regional climate resilience strategy, particularly to increase freshwater flows to the Everglades system, which improves water quality, maximizes regional freshwater storage and aquifer recharge, and creates the potential to abate saltwater intrusion, an increasingly important effort under variable climate conditions and sea level rise.

6.6 Excess Surface Water for Aquifer Recharge

Since 1990, the Town has incrementally constructed a system of control structures, flow-ways and salinity barriers intended to increase surface water storage and SAS recharge utilizing freshwater that would otherwise be wasted to tide. The recharge system is expected to offset some of the effects of urban groundwater withdrawals by replenishing the resource, thereby minimizing the risk of environmental harm, including wetland drawdowns and saltwater intrusion. The long-term sustainability of the Town's water resources and freshwater environment will be greatly enhanced through operation of this system. See Section 3.1.4 for additional details on the Town's recharge system.

6.7 Floridan Aquifer Water Quality

Since initial construction of the Floridan aquifer wellfield in 1990, the utility has monitored water quality trends and strategized wellfield operation to minimize withdrawal impacts to water quality in the aquifer. It is expected that chloride concentrations in the FAS will continue to increase over time; however, it is believed that the rate of increase can be reduced or controlled by operationally managing the wellfield by sustainable pumping rates and rotation of wells in service. Since 2004, the Town has implemented, when possible, more equal pumping from each of the FAS wells which has slowed the increasing trend in chloride concentrations.

The Town also recognizes the need for additional FAS wells to reduce the rate of water quality decline and protect wells from over pumping. The Town's plans for construction of new FAS wells ~~isare~~ further discussed in Section 3.1.2 of this report. In addition to preventative measures, the Town is also planning to construct improvements to the Reverse Osmosis membrane treatment plant equipment to continue producing drinking water that meets membrane design criteria if total dissolved solids (TDS) continue to increase, as observed.

Finally, the Town is exploring another alternative water supply strategy to re-purpose nanofiltration membrane concentrate as a source water by blending it with FAS raw water supply to the RO membrane treatment plant. Pilot testing of this strategy is underway.

6.8 Changes in the Regulatory Criteria for PFAS

6.8.1 The PFAS Rule

The Per- and Polyfluoroalkyl Substances (PFAS) National Primary Drinking Water Regulation (a.k.a., PFAS Rule) was promulgated in April 2024 (USEPA, 2024), requiring removal of PFAS from drinking water to four parts per trillion (ppt) for key compounds (i.e., PFOA and PFOS). Utilities impacted by this rule would be required to reduce PFOA and PFOS by late 2029 to ensure compliance. On May 14, 2025, the EPA announced a plan to modify the PFAS Rule to extend the compliance deadline to 2031.

6.8.2 SFWMD Position on the PFAS Rule

Regulatory criteria for PFAS will require changes in the level of treatment for many water utilities resulting in increased raw water demands (SFWMD, 2024). Compliance with the 4 ppt MCLs for PFOA and PFOS by 2031, will have a significant impact on the Lower East Coast Planning Area during the 10-year planning period. Conventional lime softening and filtration treatment processes, employed by the majority of the public water systems in the LEC Planning Area, do not sufficiently remove PFAS compounds. As a result, many public water systems will be transitioning to membrane treatment, which is the most common and effective treatment process for removing PFAS compounds. Membrane treatment requires higher raw water demands than conventional treatment methods. In accordance with the Regional Water Availability Rule, additional water demands would have to be met with Alternative Water Sources (AWS), likely through increased withdrawals from the FAS.

6.8.3 Impact of the PFAS Rule on the Town and the Town's Strategy for Compliance

The Town recently completed an evaluation of PFAS in its water supply along with an evaluation of its current treatment processes. These evaluations are detailed in the report titled "Town of Jupiter Utilities Ion Exchange (IX) System and Polyfluoroalkyl Substances (PFAS) Evaluation" dated April 28, 2025 (Hazen and Sawyer, 2025). Sampling results indicate that the Town's SAS raw water supply does contain PFAS.

However, evaluations have shown that a blend of the Town's finished water (RO and nanofiltration permeate blend) is well below the compliance level of 4 ppt. Treated water produced by the IX system exceeds the EPA MCL for PFAS, the projected blend of 90% RO permeate with 10% IX product ~~waterwaters~~ would meet the MCLs depending on what surficial aquifer wells are in service. To address PFAS, the Town has plans to replace its 1.8 mgd IX facility with an additional (2.9 mgd) NF membrane treatment train increasing NF treatment capacity from 14.5 mgd to 17.4 mgd, to ensure regulatory compliance is achieved in all instances. ~~The~~is resulting net change ~~will~~ increase to surficial raw water demand will be of the nanofiltration facility by 1.6 mgd, with the addition of a 6th treatment train. NF treatment capacity will increase from 14.5 mgd to 17.4 mgd. The Town's existing SAS raw water supplies are sufficient to support the increase in sixth nanofiltration treatment capacity combined with elimination of the IX treatment facility. train.

7. Capital Improvements

This section provides a brief description of the Town’s Capital Improvements Program (it is noted that the terminology “Community Investment Plan” and “Community Investment Program” is utilized by the Town) for Water Supply.

7.1 Water Utility Capital Improvement Projects

Table 7-1 presents the funded water supply, treatment, storage and distribution system projects identified in the Town’s current Community Investment Program (Fiscal Year 2026 – 2030). SAS supply wells 58 through 60, and 62 were constructed between 2013 and 2026. The wells remain to be equipped with wellheads, instrumentation/controls, pumps, and electrical equipment. Construction timing of SAS supply wells 56 and 57 is contingent upon on private development of the surrounding areas. This project was previously funded by the FY 2023 adopted CIP project known as North Limestone Creek Wellfield (Town project number W0128) and is estimated to be complete by 2027.

Table 7-1: Fiscal Year 2026-2030 CIP Water Projects

Project No.	Project Name	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>Total</u>
W0002	New Meters	<u>\$ 26,000</u>	<u>\$ 25,350</u>	<u>\$ 24,050</u>	<u>\$ 22,425</u>	<u>\$ 21,125</u>	<u>\$ 118,950</u>
W0002	Small Meter Replacements	<u>1,732,872</u>	<u>1,732,872</u>	<u>1,732,872</u>	<u>1,732,872</u>	<u>1,732,872</u>	<u>8,664,360</u>
W0329	Large Meter Replacements	<u>397,166</u>	<u>397,166</u>	<u>397,166</u>	<u>397,166</u>	<u>397,166</u>	<u>1,985,830</u>
W1290	Water Asset Maintenance Program	<u>1,769,061</u>	<u>2,171,324</u>	<u>1,903,353</u>	<u>1,408,206</u>	<u>1,550,527</u>	<u>8,802,471</u>
W1402	Pump Replacement Program	<u>213,000</u>	<u>1,764,0`57</u>			<u>1,187,981</u>	<u>3,165,038</u>
W1702	Generator Replacement Program	<u>1,496,700</u>			<u>883,100</u>	<u>2,627,261</u>	<u>5,007,061</u>
W1704	Loxahatchee River Road Area Dist. Sys Improv - Ph II			<u>1,519,670</u>			<u>1,519,670</u>
W1817	Production Well Replacement Program	<u>2,757,036</u>	<u>1,824,000</u>	<u>1,352,000</u>	<u>2,441,000</u>	<u>1,434,000</u>	<u>9,808,036</u>
W1914	WTP Control System Cybersecurity	<u>66,500</u>	<u>66,500</u>	<u>66,500</u>	<u>66,500</u>	<u>66,500</u>	<u>332,500</u>
W2007	WTP Hardened Server Building	<u>218,672</u>					<u>218,672</u>
W2010	RO Plant Improvements to Address Raw Water Degradation	<u>2,996,507</u>					<u>2,996,507</u>
W2011	Construction of FAS Wells RO-14, RO-15 & RO-16	<u>609,311</u>					<u>609,311</u>

Project No.	Project Name	2026	2027	2028	2029	2030	Total
W2120	Distribution System Water Quality Sampling Stations	<u>100,000</u>					<u>200,000</u>
W2313	Deep Injection Well System	<u>446,105</u>					<u>446,105</u>
W26XX	Water Treatment Plant South Wall Replacement	<u>588,000</u>					<u>588,000</u>
W26XX	Holly Lane Distribution Improvements	<u>209,000</u>					<u>209,000</u>
W27XX	Church Street Water Main Relocation		<u>988,000</u>				<u>988,000</u>
W27XX	Via Rio Road-New 6" Watermain and Water Services		<u>469,600</u>				<u>469,600</u>
W27XX	SE Island Way Water Main Bridge Crossing Replacement		<u>1,032,000</u>				<u>1,032,000</u>
W28XX	Water Treatment Plant Asphalt Mill and Overlay			<u>432,000</u>			<u>432,000</u>
W28XX	Bendross Road Distribution Improvements			<u>245,700</u>			<u>245,700</u>
W28XX	Center St Valves and Services Replacement		<u>100,000</u>	<u>500,000</u>			<u>600,000</u>
W28XX	Storage Reservoir Replacement Program			<u>197,400</u>		<u>250,000</u>	<u>447,400</u>
W28XX	Water Treatment Plant (WTP) Liquid Chlorine Conversion			<u>2,378,000</u>			<u>2,378,000</u>
W28XX	Ion Exchange System Replacement for PFAS Compliance			<u>692,000</u>	<u>4,037,000</u>		<u>4,729,000</u>
W29XX	Hampton Place and Hampton Circle Distribution Improvements				<u>300,000</u>		<u>300,000</u>
W30XX	Water Treatment Plant Replacement Program					<u>1,669,900</u>	<u>1,669,900</u>
W30XX	New 30-inch SAS Raw Water Main					<u>1,888,000</u>	<u>1,888,000</u>
Total Funds		<u>\$ 3,625,930</u>	<u>\$ 10,670,869</u>	<u>\$ 11,440,711</u>	<u>\$ 11,288,269</u>	<u>\$ 12,825,332</u>	<u>\$ 59,851,111</u>

7.2 Work Plan Projects

A detailed description and implementation schedule of each of the projects listed in Section 7.1 is provided within the approved Community Investment Program budget published on the Town’s website. –The information is located starting within the “Water” section on pages 69 through 126. The document can be accessed at the link below:

<https://www.jupiter.fl.us/DocumentCenter/View/36773/Adopted-2026-CIP-Budget?bidId=>

8. Goals, Objectives and Policies

The Town of Jupiter's Comprehensive Plan addresses the needs and aspirations of the community. This has tremendous implications regarding the importance of community input in the development and implementation of the Comprehensive Plan. The Comprehensive Plan also plays a significant role within Florida's growth management system. The Comprehensive Plan is required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), and to be consistent with the Regional and County Comprehensive Plans. The Comprehensive Plan connects Town, State of Florida, Regional, and Palm Beach County plans. The Comprehensive Plan establishes long-term direction of goals as well as short-term objectives and policies to guide implementation efforts.

The Comprehensive Plan Goals, Objectives and Policies have been reviewed for consistency with the 10-Year Water Supply Facilities Work Plan —2025 Update. Overall, no conflicts were found between the Comprehensive Plan and this 10-Year Water Supply Facilities Work Plan. Therefore, this 10-Year Water Supply Facilities Work Plan will be adopted by reference in the Town of Jupiter's Comprehensive Plans, along with the Town's recent Water Master Plan. To accomplish this, the Goals Objectives and Policies listed below will be updated as necessary for coordination with this 10-Year Water Supply Facilities Work Plan – 2025:

1. Revision of Policies adopting the Work Plan by reference to implement the 10-Year Water Supply Facilities Work Plan – ~~2019~~2025.
2. Revision of Policies incorporating the Town's Water Master Plan to implement the ~~2017~~2022 Water Master Plan Update.

TOWN OF JUPITER
Egret Landing Resurfacing Project



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Work Order No. 1 to LP Asphalt, LLC (Contract EPW2025-33A) for the Egret Landing Resurfacing project in the amount of \$1,450,637.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order No. 1 from Contract EPW2025-33A with LP Asphalt, LLC for the Egret Landing Resurfacing in an amount not to exceed \$1,450,637.

Work Order No. 1 authorizes LP Asphalt, LLC to complete the resurfacing of the roads in Egret Landing. The scope of work includes but is not limited to: milling of existing asphalt pavement, adjustments to utility manholes and valves, concrete removal and installation, asphaltic concrete roadway overlay, striping rehabilitation, and striping of new asphalt.

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

ANALYSIS

LP Asphalt, LLC was awarded a unit price continuing services contract (EPW2025-33A) by the Town Council in November 2025. Staff has determined that LP Asphalt, LLC is qualified to provide the necessary contracting services for the Egret Landing Resurfacing project.

Approval of this item will authorize the Town Manager to execute Work Order No. 1 with LP Asphalt, LLC in an amount not to exceed \$1,450,637 for the Egret Landing Resurfacing project.

STRATEGIC PRIORITY

- Manage Growth
- Mobility

ATTACHMENTS

1. Work Order
2. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$1,450,637.00	
Amount Approved in Budget	\$1,244,737.00 \$205,900.00	Sources: Street Resurfacing 31031041-553000-E1003 Sources: Utilities 41151038- 563100-S2227
Additional Funding Requested		

For more information or copies of the attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



EPW 2025-33
STREET RESURFACING SERVICES – EGRET LANDING
WORK ORDER NO. 1

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and LP Asphalt, LLC (“**CONTRACTOR**”) dated November 18, 2025, **CONTRACTOR** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$1,450,637.00 all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: 180 calendar days

Final Completion Time: **30** calendar days upon issuance of the Punchlist
(Pursuant to Section 218.735, Florida Statutes)

Liquidated Damages: **\$1,685.00** per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 3rd day of February 2026.

LP Asphalt, LLC

REVIEWED BY:

 Don Mancil, Jr.
 Manager

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

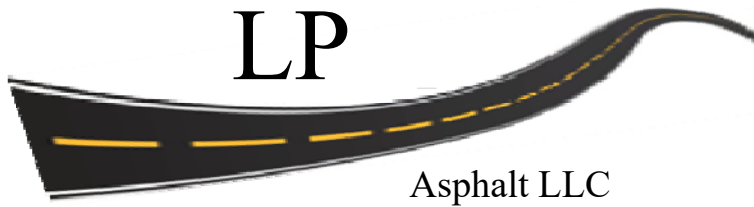
TOWN OF JUPITER

 Frank Kitzerow
 Town Manager

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

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

Exhibit A

PROPOSAL

Asphalt LLC

PHYSICAL ADDRESS: 4060 SELVITZ RD, FORT PIERCE, FL 34981

BILLING: 10790 SW CITRUS BLVD, PALM CITY, FL 34990

PHONE: 772-521-PAVE (7283)

EMAIL: LPASPHALTLLC@GMAIL.COM

DATE: 1/20/2026
 ESTIMATOR: RICK MANCIL
 PROJECT: EGRET LANDING STREET RESURFACING
 PER PLANS: PROVIDED BY TOWN OF JUPITER
 LOCATION: JUPITER
 ASPHALT

BID TO: TOWN OF JUPITER
 CONTACT: SCOTT ISBERNER
 PHONE: 561-284-4983
 EMAIL: scotti@jupiter.fl.us

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
4	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC LEVEL C ROADWAY OVERLAY	6,450	TN	\$ 124.00	\$ 799,800.00
15	SKIP TRAFFIC STRIPE, THERMOPLASTIC (WHITE, 6", 10'-30'	1,955	LF	\$ 2.40	\$ 4,692.00
18	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)	2,710	LF	\$ 2.40	\$ 6,504.00
18	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" DOUBLE YELLOW)	2,680	LF	\$ 4.80	\$ 12,864.00
19	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6"	75	LF	\$ 2.40	\$ 180.00
22	SOLID TRAFFIC STRIPE, THERMOPLASTIC (12"	1,085	LF	\$ 7.20	\$ 7,812.00
23	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24"	1,820	LF	\$ 14.40	\$ 26,208.00
23	SOLID TRAFFIC STRIPE, THERMOPLASTIC (18" YELLOW)	255	LF	\$ 9.60	\$ 2,448.00
26	DIRECTIONAL ARROWS, THERMOPLASTIC	5	EA	\$ 180.00	\$ 900.00
28	RETRO REFLECTIVE PAVEMENT MARKERS BI-DIRECTIONAL (WHITE-RED)	100	EA	\$ 7.80	\$ 780.00
28	RETRO REFLECTIVE PAVEMENT MARKERS BI-DIRECTIONAL (AMBER-AMBER)	600	EA	\$ 7.80	\$ 4,680.00
28	RETRO REFLECTIVE PAVEMENT MARKERS BI-DIRECTIONAL (BLUE - FIRE HYDRANT)	55	EA	\$ 7.80	\$ 429.00
32	REGULAR EXCAVATION (INCLUDING REMOVAL & DISPOSAL	250	CY	\$ 40.00	\$ 10,000.00
39	BASEROCK (8", INCLUDING REMOVAL & DISPOSAL)	250	SY	\$ 56.00	\$ 14,000.00
46	MILL EXISTING ASPHALT PAVEMENT .75" (TAPERED 7 FT WIDE)	5	DAY	\$ 4,500.00	\$ 22,500.00
46	MILL EXISTING ASPHALT PAVEMENT 1" (FULL	15	DAY	\$ 4,500.00	\$ 67,500.00
52	CONCRETE F CURB	20	LF	\$ 45.00	\$ 900.00
53	CONCRETE VALLEY CURB	4,100	LF	\$ 50.00	\$ 205,000.00
69	SAW CUT ASPHALT	1,500	LF	\$ 4.00	\$ 6,000.00
66	ADJUSTING MAHOLE TOPS	60	EA	\$ 450.00	\$ 27,000.00
67	ADJUSTING VALVE BOXES	50	EA	\$ 450.00	\$ 22,500.00
70	CONCRETE SIDEWALK (5.5")	20	SY	\$ 129.00	\$ 2,580.00
76	CONCRETE REMOVAL	15	TN	\$ 44.00	\$ 660.00
N/A	DETECTABLE WARNINGS ON WALKING SURFACE (BLACK)	20	SY	\$ 60.00	\$ 1,200.00
107	FLORITAM SOD	500	SY	\$ 7.00	\$ 3,500.00
1000-1	CONTINGENCY	1	LS	\$ 200,000.00	\$ 200,000.00
				TOTAL \$	1,450,637.00

TERMS AND CONDITIONS:

THIS QUOTE IS VALID FOR 30 DAYS AND MAY BE EXTENDED AT THE SOLE DISCRETION OF LP ASPHALT LLC.
 LP ASPHALT LLC WILL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO COMPLETE THE ITEMS AS SPECIFICALLY

Exhibit A

PROPOSAL

LISTED ABOVE. ADDITIONAL WORK OR MATERIALS WILL BE PROVIDED AT AN ADDITIONAL COST, IF NECESSARY.
FINAL PAYMENT DETERMINED BY UNIT PRICES ACTUAL FIELD MEASUREMENTS.

THE FOLLOWING EXCLUSIONS APPLY UNLESS SPECIFICALLY NOTED ABOVE:

- 1 ANY REQUIRED PERMITS AND ASSOCIATED FEES.
- 2 ALL TESTING, INSPECTION, SURVEYS, LAYOUT, AS BUILTS AND ASSOCIATED FEES.
- 3 MILLING BASED ON AN 8 HOUR SHIFT
- 4 OVERAGE ON TONNAGE IS ADDITIONAL \$125.00/TON

PROPOSAL IS BASED ON MEASUREMENTS SUPPLIED BY:

CUSTOMER

WORK WILL NOT BE SCHEDULED UNTIL EXECUTED PROPOSAL HAS BEEN RECEIVED

RESPECTFULLY SUBMITTED BY:

ACCEPTED BY:

NAME: _____

TITLE: _____

DATE: _____

Don Mancil Jr.



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Billie Hancock, Procurement Manager BSH
Date: January 22, 2026
Re: Procurement Review - Work Order No. 1 to LP Asphalt, LLC
Egret Landing Resurfacing – EPW 2025-33A

After reviewing Work Order No. 1 to LP Asphalt, LLC for the Egret Landing Resurfacing, I have found that the procurement meets all requirements of continuing services contract EPW 2025-33A.

Work Order No. 1 to LP Asphalt, LLC for the Egret Landing Resurfacing from continuing services contract EPW 2025-33A complies with all Federal, State, County and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes Chapter 287.

TOWN OF JUPITER
Abacoa Temporary Fire Station Renovation Project



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Work Order No. 2 to Arkest LLC (Contract EPW 2025-34B) for the Abacoa Temporary Fire Station Renovation project in the amount of \$199,873.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order No. 2 from Contract EPW2025-34B with Arkest, LLC for the Abacoa Temporary Fire Station Renovation project in an amount not to exceed \$199,872.18.

Work Order No. 2 authorizes Arkest, LLC to complete the relocation of the Temporary Fire Station to Abacoa Community Park. The scope of work includes but is not limited to: modular building relocation, anchorage, site improvements, interior renovations, plumbing, electrical, and finishes.

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

ANALYSIS

Arkest, LLC was awarded a continuing services contract (EPW 2025-34B) by the Town Council in December 2025. Staff has determined that Arkest, LLC can provide the necessary contracting services for the Abacoa Temporary Fire Station.

Approval of this item will authorize the Town Manager to execute Work Order No. 2 with Arkest, LLC in an amount not to exceed \$199,872.18 for the Abacoa Temporary Fire Station Renovation project.

STRATEGIC PRIORITY

- Safety
- Manage Growth

ATTACHMENTS

1. Work Order
2. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$199,872.18	
Amount Approved in Budget	\$199,872.18	Sources: Fire Facilities 31034022-534000-F2602
Additional Funding Requested	\$	Sources:

For more information or copies of the attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



EPW2025-34

**GENERAL CONTRACTOR CONTINUING SERVICES - ABACOA TEMPORARY FIRE STATION
WORK ORDER NO. 2**

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and Arkest, LLC (“**CONTRACTOR**”) dated December 3, 2025, **CONTRACTOR** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$199,872.18 all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: 45 calendar days

Final Completion Time: 30 calendar days upon issuance of the Punchlist
(Pursuant to Section 218.735, Florida Statutes)

Liquidated Damages: \$375 per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 3rd day of February, 2026.

Arkest, LLC

REVIEWED BY:

Rafael E. Caldera
President/CEO

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

TOWN OF JUPITER

Frank J. Kitzerow
Town Manager

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

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



SCHEDULE OF VALUES

OWNER:	TOWN OF JUPITER	DATE OF CONTRACT	N/A	DATE:	20-Jan-26
	JFRD TEMPORARY FIRE STATION	NOTICE OF COMMENCEMENT	N/A	REQ. NO.	0
	1501 W FREDERICK SMALL ROAD	NOTICE TO OWNER	N/A	Period to:	JANUARY
	JUPITER FL 33458	DATE PERMIT ISSUED	N/A	Last Rev:	N/A
PERMIT NO.:	N/A	CONSTRUCTION START	N/A	SIZE IN SF:	1,600.00

	ITEM DESCRIPTION	SCHEDULED VALUE	PREVIOUS PREVIOUS	THIS PERIOD	STORED MATERIALS	COMPLETE TO DATE	% COMP.	BALANCE TO FINISH	%
DIV 1	GENERAL REQUIREMENTS								
01200	PRICE & PAYMENT PROCEDURES								
01210	CONSTRUCTION SET AND DRAWING	\$4,815.00				\$0.00	0.00%	\$4,815.00	2.41
01211	PERFORMANCE AND PAYMENT BOND	\$0.00				\$0.00	0.00%	\$0.00	2.41
01212	PERMITS	\$0.00				\$0.00	0.00%	\$0.00	-
01213	INSPECTIONS AND TESTING	\$0.00				\$0.00	0.00%	\$0.00	
01230	ALTERNATES	\$20,000.00				\$0.00	0.00%	\$20,000.00	10.01
01300	ADMINISTRATIVE REQUIREMENTS								
01311	PROJECT MANAGER	\$6,369.22				\$0.00	0.00%	\$6,369.22	3.19
01312	SUPERINTENDENT	\$13,269.18				\$0.00	0.00%	\$13,269.18	6.64
01313	JOB VEHICLE GAS & TRAVEL	\$225.00				\$0.00	0.00%	\$225.00	0.11
01530	TEMPORARY CONSTRUCTION								
01513	Temporary Telephone	\$37.50				\$0.00	0.00%	\$37.50	0.02
01700	EXECUTION REQUIREMENTS								
01730	EXECUTION	\$750.00				\$0.00	0.00%	\$750.00	0.38
01732	WASTE DISPOSAL	\$1,750.00				\$0.00	0.00%	\$1,750.00	0.88
01740	CLEANING	\$1,000.00				\$0.00	0.00%	\$1,000.00	0.50
DIV 2	SITE CONSTRUCTION								26.53
02500	UTILITY SERVICES								
02510	WATER DISTRIBUTION	\$1,750.00				\$0.00	0.00%	\$1,750.00	0.88
02530	SANITARY SEWERAGE	\$750.00				\$0.00	0.00%	\$750.00	0.38
02700	BASES, BALLAST, PAVEMENT & APPURTENANCES								
02760	PAVING SPECIALITIES	\$1,680.00				\$0.00	0.00%	\$1,680.00	
02775	SIDEWALK	\$7,000.00				\$0.00	0.00%	\$7,000.00	3.50
02900	PLANTING								
02920	LAWNS & GRASSES	\$3,351.60				\$0.00	0.00%	\$3,351.60	1.68
02950	SITE RESTORATION & REHABILITATION								
02980	RIGID PAVEMENT REHABILITATION	\$2,500.00				\$0.00	0.00%	\$2,500.00	1.25
DIV 3	CONCRETE								7.27
DIV 4	MASONRY								-
DIV 5	METALS								-
DIV 6	WOOD & PLASTICS								-
DIV 7	THERMAL & MOISTURE PROTECTION								-
DIV 8	DOORS & WINDOWS								-
DIV 9	FINISHES								-
09600	FLOORING								
09650	RESILIENT FLOORING	\$9,337.50				\$0.00	0.00%	\$9,337.50	4.67
09900	PAINTS & COATINGS								
09910	PAINT	\$8,798.00				\$0.00	0.00%	\$8,798.00	4.40
DIV10	SPECIALTIES								9.07
DIV11	EQUIPMENT								-
11425	HOOD & VENTILATION EQUIPMENT	\$1,000.00				\$0.00	0.00%	\$1,000.00	0.50
DIV12	FURNISHINGS								
DIV13	SPECIAL CONSTRUCTION								
13120	PRE-ENGINEERED STRUCTURES	\$82,388.30				\$0.00	0.00%	\$82,388.30	41.22
13850	DETECTION & ALARM	\$1,500.00				\$0.00	0.00%	\$1,500.00	0.75
13900	FIRE SUPPRESSION	\$1,750.00				\$0.00	0.00%	\$1,750.00	0.88
DIV15	MECHANICAL								
15400	PLUMBING FIXTURES & EQUIPMENTS								
15410	PLUMBING FIXTURE	\$1,936.00				\$0.00	0.00%	\$1,936.00	0.97
15700	HEATING, VENTILATING & AIR CONDITIONING EQUIPMENT								
15720	AIR HANDLING UNIT	\$1,000.00				\$0.00	0.00%	\$1,000.00	0.50
DIV16	ELECTRICAL								1.47
16200	ELECTRICAL POWER	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00	2.75
	TOTAL - ALL DIVISIONS	\$178,457.31	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$178,457.31	89.29
6.00%	OVERHEAD	\$10,707.44	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,707.44	5.36
6.00%	PROFIT	\$10,707.44	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,707.44	5.36
TOTAL:		\$199,872.18	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$199,872.18	100.00
		\$124.92 Sq.Ft.							



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Billie Hancock, Procurement Manager *BH*
Date: January 22, 2026
Re: Procurement Review - Work Order No. 2 to Arkest LLC
Abacoa Temporary Fire Station Relocation – EPW 2025-34B

After reviewing Work Order No. 2 to Arkest, LLC for the Abacoa Temporary Fire Station Relocation, I have found that the procurement meets all requirements of continuing services contract EPW 2025-34B.

Work Order No. 2 to Arkest, LLC for the Abacoa Temporary Fire Station Relocation from continuing services contract EPW 2025-34B complies with all Federal, State, County and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes Chapter 287.

TOWN OF JUPITER
Dolphin Drive Resurfacing Project



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Work Order No. 2 to LP Asphalt, LLC (Contract EPW2025-33A) for the Dolphin Drive Resurfacing project in the amount of \$163,889.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order No. 2 from Contract EPW 2025-33A with LP Asphalt, LLC for the Dolphin Drive Resurfacing in an amount not to exceed \$163,889.00.

Work Order No. 2 authorizes LP Asphalt, LLC to complete the resurfacing of Dolphin Drive. The scope of work includes but is not limited to: milling of existing asphalt pavement, adjustments to utility manholes and valves, concrete removal and installation, driveway turnout construction, asphaltic concrete roadway overlay, and striping of new asphalt.

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

ANALYSIS

LP Asphalt, LLC was awarded a unit price continuing services contract (EPW 2025-33A) by the Town Council in November 2025. Staff has determined that LP Asphalt, LLC is qualified to provide the necessary contracting services for the Egret Landing Resurfacing project.

Approval of this item will authorize the Town Manager to execute Work Order No. 2 with LP Asphalt, LLC in an amount not to exceed \$163,889.00 for the Dolphin Drive Resurfacing project.

STRATEGIC PRIORITY

- Manage Growth
- Mobility

ATTACHMENTS

1. Work Order
2. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$163,889.00	
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Amount Approved in Budget	\$163,889.00	Sources: Street Resurfacing 31031041-553000-E1003
Additional Funding Requested	\$	Sources:

For more information or copies of the attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



EPW 2025-33
STREET RESURFACING SERVICES – DOLPHIN DRIVE
WORK ORDER NO. 2

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and LP Asphalt, LLC (“**CONTRACTOR**”) dated November 18, 2025, **CONTRACTOR** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$163,889.00 all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: **30** calendar days

Final Completion Time: **30** calendar days upon issuance of the Punchlist
(Pursuant to Section 218.735, Florida Statutes)

Liquidated Damages: **\$904.00** per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 3rd day of February 2026.

LP Asphalt, LLC

REVIEWED BY:

 Don Mancil, Jr.
 Manager

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

TOWN OF JUPITER

 Frank Kitzerow
 Town Manager

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

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

LP



EMAIL: LPASPHALTLLC@GMAIL.COM

BID TO: TOWN OF JUPITER
CONTACT: SCOTT ISBERNER
PHONE: 561-284-4983
EMAIL: scotti@jupiter.fl.us

TOTAL	\$	163,889.00
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1 ANY REQUIRED PERMITS AND ASSOCIATED FEES.
2 ALL TESTING, INSPECTION,SURVEYS, LAYOUT, AS BUILT AND ASSOCIATED FEES.
3 MAINTENANCE OF TRAFFIC IS NOT INCLUDED
4 EACH ADDITIONAL MOBILIZATION WILL BE CHARGED
5 MILLING BASED ON AN 8 HOUR SHIFT
6 PAVING ON FINISHED ROCK BY OTHERS
7 OVERAGE ON TONNAGE IS ADDITIONAL \$125.00/TON

WORK WILL NOT BE SCHEDULE UNTIL EXECUTED PROPOSAL HAS BEEN RECEIVED

Exhibit A

RESPECTFULLY SUBMITTED BY:

Don Mancil Jr.

ACCEPTED BY:

NAME: _____
TITLE: _____
DATE: _____



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Billie Hancock, Procurement Manager *BH*
Date: January 22, 2026
Re: Procurement Review - Work Order No. 2 to LP Asphalt, LLC
Dolphin Drive Resurfacing – EPW 2025-33A

After reviewing Work Order No. 2 to LP Asphalt, LLC for the Dolphin Drive Resurfacing, I have found that the procurement meets all requirements of continuing services contract EPW 2025-33A.

Work Order No. 2 to LP Asphalt, LLC for the Dolphin Drive Resurfacing from continuing services contract EPW 2025-33A complies with all Federal, State, County and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes Chapter 287.

TOWN OF JUPITER

Uniform Collection Agreement with the Palm Beach County Tax Collector for the Implementation and Collection of a Non-Ad Valorem Assessment for Fire Services



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 18-26 , Approving a Uniform Collection Agreement with the Palm Beach County Tax Collector for the implementation and collection of a non-ad valorem assessment for fire services

EXECUTIVE SUMMARY

Staff seeks approval of Resolution No. 18-26 for Town Council approval of a uniform collection agreement with the Palm Beach County Tax Collector to facilitate the use of the uniform method of collecting a non-ad valorem assessment for fire services on the Town's behalf, pursuant to Chapter 197.3632, Florida Statutes.

Chapter 197.3632, Florida Statutes, requires the Town to enter into a written agreement with the tax collector which contains the associated costs and terms.

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

ANALYSIS

Staff requests approval of the uniform collection agreement so that the assessment may be placed on the annual real estate property tax bill for collection by the Palm Beach County Tax Collector should the Town Council decide to move forward with a non-ad valorem assessment for fire services. If the Town Council does not authorize the assessment, the agreement will be canceled. If this item is approved, the Mayor is authorized to execute the uniform collection agreement.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 18-26 and Uniform Collection Agreement
2. Procurement Review Memo

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 561-741-2327.

RESOLUTION NO. 18-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A UNIFORM COLLECTION AGREEMENT WITH THE TAX COLLECTOR FOR PALM BEACH COUNTY FOR THE IMPLEMENTATION AND COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR FUNDING FIRE SERVICES WITHIN THE TOWN OF JUPITER; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE UNIFORM COLLECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, through the adoption of Resolution No. 109-25 on October 21, 2025, the Town Council stated its intent to levy a non-ad valorem assessment for real property owners in the incorporated area of the Town to assist in funding the fire services in the Town; and

WHEREAS, the Town Council has determined it is necessary and appropriate to levy a special assessment to assist in funding of fire services in the Town (the Assessment Program); and

WHEREAS, the Assessment Program is to be paid for through the collection of a non-ad valorem assessment to be assessed against the benefitted properties of the real

property owners within the incorporated area of the Town as a fee on the property tax bill;
and

WHEREAS, pursuant to this Uniform Collection Agreement the Tax Collector agrees to assist the Town in its implementation of the Town's Assessment Program by billing and collecting a non-ad valorem assessment through the issuance of tax bills to the real property owners who are subject to and benefitted by the Assessment Program.

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

Section 1. The whereas clauses are incorporated herein, are true and correct, and as an expression of the Council's legislative intent.

Section 2. Uniform Collection Agreement approval. The mayor is hereby authorized and directed to execute the Uniform Collection Agreement on behalf of the Town, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. Effective date. This resolution shall take effect immediately upon its execution.

02/03/2026

UNIFORM COLLECTION AGREEMENT
Town of Jupiter

THIS AGREEMENT made and entered into this ____ day of _____ 2026, by and between the Town of Jupiter ("Town"), whose address for notice purposes is 210 Military Trail, Jupiter Florida, 33458, and the Honorable Anne M. Gannon, Constitutional Tax Collector, serving Palm Beach County, Florida, whose address is Palm Beach County Tax Collector, 301 N. Olive Avenue, Third Floor, West Palm Beach, Florida 33401 ("Tax Collector").

SECTION 1
FINDINGS AND DETERMINATIONS

The parties find and determine:

The Town of Jupiter represents to Tax Collector that it is a public body corporate and politic within the State of Florida, established pursuant to Chapter 163, Part I, Florida Statutes, created for purposes set forth in and is authorized by Section 163.08, Florida Statutes (2012), and Interlocal Agreement between the Town of Jupiter, pursuant to Section 163.01, Florida Statutes to fund, finance, impose and to levy certain non-ad valorem assessments, for the imposition and collection of special assessments for fire protection services, facilities and programs within the incorporated area of the Town and by appropriate Resolution Number 109-25 has expressed its intent to use the statutory uniform methodology form of collection thereof ("Assessments"), as authorized and required by the Town of Jupiter Interlocal Agreement and Sections 163.08, 197.3631, 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18, Florida Administrative Code, all as amended.

SECTION 2
APPLICABLE LAW AND REGULATIONS

The Florida Constitution, Sections 163.01, 163.08, 197.3631, 197.3632 and 197.3635, Florida Statutes; Rule 12D-18, Florida Administrative Code; and all other applicable provisions of constitutional and statutory law and related rules as amended, or their successors in function, and the Town's Interlocal Agreement govern the exercise by the Town of Jupiter of its power to arrange for collection of non-ad valorem assessments.

SECTION 3
PURPOSE

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall use 197.3632 to perform locally the state duty to collect and to enforce the collection of those certain non-ad valorem special assessments, the "Assessments", imposed and levied by the Town of Jupiter to include those as provided in Section 197.3632(2), Florida Statutes including necessary administrative costs incurred under this section. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

SECTION 4
TERM

The term of this Agreement shall commence upon execution, effective for the 2026 and subsequent tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the Town of Jupiter shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 of each calendar year, if the Town intends to discontinue to use the uniform methodology for such Assessments pursuant to Section 197.3632(6), Florida Statutes and Rule 12D-18.006(3), Florida Administrative Code, using form DR-412 promulgated by the Florida Department of Revenue.

SECTION 5
DUTIES AND RESPONSIBILITIES OF THE TOWN OF JUPITER

Town agrees, covenants and contracts to:

1. Compensate the Tax Collector for actual collection costs incurred pursuant to Section 197.3632(8)(c), Florida Statutes and 12D-18.004(2), Florida Administrative Code.
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified by Town pursuant to Section 197.3532(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.
4. The Town of Jupiter will fund, finance, impose and levy certain non-ad valorem assessments, as permitted by Section 163.08, F.S. and evidenced by Interlocal Agreement which has been provided to the Palm Beach County Tax Collector's Office authorizing the Town of Jupiter to be the Agent to fund, finance, impose and to levy certain non-ad valorem assessments.
5. By September 15th of each calendar year, the Town of Jupiter, or her or his designee, shall certify, using Form DR-408A, to the Tax Collector, the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number provided by the Property Appraiser to the Department of Revenue. The Town or its agent on behalf of the Town shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem assessment roll of the Town and shall exercise its responsibility that such non-ad valorem assessment roll be free of error and omissions. Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code
6. The Town of Jupiter acknowledges that the Tax Collector has no duty, authority or responsibility in the valid assessment, imposition and levy of any non-ad valorem assessments, including the Town's assessments authorized by general law or otherwise, and that it is the sole responsibility and duty of Town to follow all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.
7. The Town of Jupiter acknowledges that the Tax Collector is entering this Agreement without any determination that Town of Jupiter is legally authorized or qualified to assess these non-ad valorem assessments pursuant to Section 197.362, Florida Statutes, determine the legality of the assessment, or determine the constitutionality of any lien resulting from nonpayment of the assessment.
8. To the extent permitted by law, and without exceeding the limits of liability established in Sec. 768.28, Florida Statutes, indemnify and save harmless and defend the Tax Collector, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, improper action, negligent act or omission of the Town, its servants, or employees in the performance of services under this Agreement.

SECTION 6
DUTIES OF THE TAX COLLECTOR

The Tax Collector agrees, consents and contracts to:

Timely merge the legally certified "Assessment" roll of the Town of Jupiter with all other non-ad valorem assessment rolls, if certified timely, and merge subsequent said rolls with the Property Appraiser's tax roll, certified to the Tax Collector by the Property Appraiser; prepare a collection roll; and prepare a combined

notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for all imposing and levying local governments within the county political subdivision, including general purpose and special purpose and, in this Agreement, the Town, pursuant to Sections 163.08, 197.3632 and 197.3635, Florida Statutes, and its successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific resolutions adopted by the Town, so long as said resolutions shall themselves, each and every one, state intent clearly to ask the Tax Collector to use the uniform methodology of collecting such assessments and so long as they are, further, not inconsistent with, or contrary to, the provisions of law, including but not limited to Sections 163.08, 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

SECTION 7 COMPENSATION FOR COLLECTION COSTS AND REIMBURSEMENT FOR NECESSARY ADMINISTRATIVE COSTS

The Town of Jupiter shall reimburse Tax Collector for necessary administrative costs and compensate Tax Collector for actual collection costs as set forth in Section V, paragraphs 1 and 2 hereof. Specifically, the Town will provide for reimbursement to the Tax Collector on a timely basis for necessary administrative costs and to compensate the Tax Collector for actual collection costs through the payment of an amount equal to two percent (2%) of the amount of assessments collected each year, to be withheld from distribution to the "Town". The Tax Collector reserves the right to adjust the compensation rate as necessary to cover actual costs.

SECTION 8 TERMINATION

This Agreement may be terminated without cause by either Party as permitted by law. Any such termination shall only be effective upon ninety (90) days prior written notice to the other Party. Further, if the entire agreement is declared to be illegal by a court of competent jurisdiction, it shall be deemed terminated upon such finding becoming final.

SECTION 9 NOTICE

All notices or other communication hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested and addressed as follows:

If to the Town

With a copy to:

TOWN OF JUPITER
210 Military Trail
Jupiter, FL 33458

If to the Tax Collector:

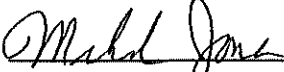
Honorable Anne M. Gannon
Constitutional Tax Collector
Serving Palm Beach County
301 N. Olive Avenue, Third Floor
West Palm Beach, FL 33401

Carmen Richardson
Director, Finance and Budget
301 N. Olive Avenue, Third Floor
West Palm Beach, FL 33401

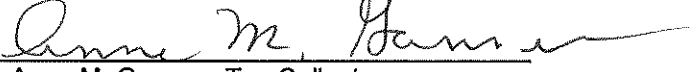
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:


Name MICHEL JONES

PALM BEACH COUNTY TAX COLLECTOR

By: 
Anne M. Gannon, Tax Collector

Date: 11-17-25

ATTEST:

Name: Merriane Lahmeur
Town Clerk

Approved as to form and legal
sufficiency:

.

.

By: _____
Thomas J. Baird, Esq.

TOWN OF JUPITER

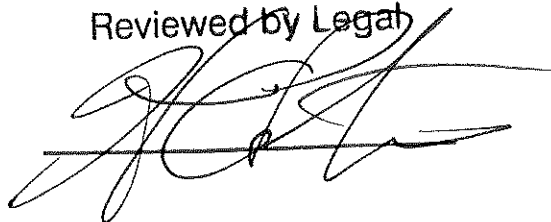
By: _____
Authorized Signature by the Town

Name: Jim Kuretski

Title: Mayor

Date: 2/3/2026

Reviewed by Legal





MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Billie Hancock, Procurement Manager *BH*
Date: January 22, 2026
Re: Procurement Review – Resolution 18-26

After reviewing Resolution 18-26 to approve a Uniform Collection Agreement with the Palm Beach County Tax Collector to facilitate the use of the uniform method of collecting a non-ad valorem assessment for fire services, I have found that the agreement meets all procurement requirements pursuant to both Section 197.3632 and Chapter 163 Florida Statutes.

Resolution 18-26 complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
**Agreement with the Palm Beach County Property Appraiser for the Implementation and
Collection of a Non-Ad Valorem Assessment for Fire Services**



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 19-26 , Approving an Agreement with the Palm Beach County Property Appraiser for the implementation and collection of a non-ad valorem assessment for fire services

EXECUTIVE SUMMARY

Staff seeks approval of Resolution No. 19-26 for Town Council approval of an agreement with the Palm Beach County Property Appraiser to facilitate the use of the uniform method of collecting a non-ad valorem assessment for fire services on the Town's behalf, pursuant to Chapter 197.3632, Florida Statutes.

Chapter 197.3632, Florida Statutes, requires the Town to enter into a written agreement with the property appraiser which contains the associated costs and terms.

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

ANALYSIS

Staff requests approval of the agreement so that the assessment may be placed on the annual real estate property tax bill should the Town Council decide to move forward with a non-ad valorem assessment for fire services. If the Town Council does not authorize the assessment, the agreement will be canceled. If this item is approved, the Mayor is authorized to execute the agreement.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 19-26 and Agreement
2. Procurement Review Memo

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 561-741-2327.

RESOLUTION NO. 19-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PALM BEACH COUNTY PROPERTY APPRAISER FOR THE IMPLEMENTATION AND COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR FUNDING FIRE SERVICES WITHIN THE TOWN OF JUPITER; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has created the Department of Fire Rescue to provide fire rescue and emergency medical services within the Town; and

WHEREAS, through the adoption of Resolution No. 109-25 on October 21, 2025, the Town Council stated its intent to levy a non-ad valorem assessment on the real property owners within the incorporated area of the Town to provide fire services in the Town (the Assessment Program); and

WHEREAS, the Assessment Program is to be paid for through the collection of a non-ad valorem assessment to be assessed against the benefitted properties of real property owners within the incorporated area of the Town as a fee on the property tax bill; and

WHEREAS, the Property Appraiser agrees to use the information provided to it by the Town to prepare a Notice of Property Taxes and to include the non-ad valorem assessment levied as a separate itemized entry in the Notice or Property Taxes.

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

Section 1. The whereas clauses are incorporated herein are true and correct, and as an expression of the Council's legislative intent.

Section 2. **Agreement approval.** The mayor is hereby authorized and directed to execute the agreement with the Palm Beach County Property Appraiser; a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. **Effective date.** This resolution shall take effect immediately upon its execution.

02/03/2026

Exhibit "A"
AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, _____, by and between Dorothy Jacks, as Palm Beach County Property Appraiser (the "Appraiser"), and Town of Jupiter – Fire Assessment, hereinafter "Local Government",

WHEREAS, Local Government has elected under Section 197.363(1), Florida Statutes, for the collection of its Fire Assessment non-ad valorem assessments pursuant to the uniform method for the levy, collection and enforcement of non-ad valorem assessments as provided for in Section 197.3632, Florida Statutes, and Local Government's adoption and

WHEREAS, the Appraiser and Local Government are required to enter into an agreement pursuant to Section 197.3632(2), Florida Statutes, for the Appraiser to provide the Local Government with the information outlined in Section 197.3632(3)(b), Florida Statutes; and

WHEREAS, Chapter 92-264, Laws of Florida was enacted to provide that non-ad valorem assessments be set forth in the Notice of Proposed Property Taxes for Palm Beach County;

NOW, THEREFORE, in consideration of the following covenants, conditions and promises the parties agree as follows:

1. The above representations are true and correct.
2. The Appraiser is entering into this Agreement without any determination that Local Government is qualified to collect its non-ad valorem assessments by the uniform method, and to the extent permitted by law, Local Government will indemnify and hold the Appraiser harmless from any challenge thereto, subject to the provisions of Florida Statute 768.28 relating to sovereign immunity.
3. The Appraiser will provide to Local Government the information described in Section 197.3632(3)(b), Florida Statutes, in compatible electronic medium by June 1, 2026.
4. Local Government in levying and collecting non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, will provide to the Appraiser the assessment rate expressed in dollars and cents per unit of assessment, the associated assessment amount and the purpose of the assessment, extended against each parcel within the boundaries of Local Government in compatible electronic medium prior to July 28, 2026. Should the above date fall upon a Holiday, Saturday or Sunday the Local Government will agree to provide to the Appraiser by the last business day prior to the Holiday, Saturday or Sunday.
5. The Appraiser will utilize the information provided by the Local Government pursuant to paragraph 4 herein in preparing the Notice of Proposed Property Taxes pursuant to Section 200.069, Florida Statutes, and, in addition to the information required in the Notice required by Section 200.069, Florida Statutes, the Appraiser shall include the non-ad valorem assessment levied pursuant to Section 197.3632, Florida Statutes, as separate, itemized entries.
6. Additionally, the Appraiser agrees to make available to Local Government an additional list of the information described in Section 197.3632(3)(b), Florida Statutes, shortly before the September 12, 2026 certification date for Local Government to reflect the changes to the assessment roll between said date and June 1, 2026.
7. In return for the providing of the information as outlined in Paragraphs 3 and 6, Local Government agrees to reimburse the Appraiser, in accordance with Section 197.3632(2), Florida Statutes, for the necessary administrative costs, as described in exhibit 'A', incurred in providing the information.
8. The parties recognize the Appraiser processes changes to the assessment roll through a procedure known as Certificate of Corrections (C of C's). The Appraiser agrees to provide a copy of each C of C's processed to Local Government. The parties recognize Local Government has a process to make changes on its assessment roll. Local Government agrees to provide the Appraiser with information in written form, of any changes it makes.
9. This agreement shall automatically be extended hereafter, from year to year, unless and until terminated by either of the parties. This Agreement may be terminated at any time by the Local Government upon written notice to the Appraiser and payment for all services provided under this Agreement through the date of termination. This Agreement may be terminated at any time by the Appraiser upon written notice to the Local Government; however, notice given by the Appraiser after January 1 and prior to October 1, shall be effective only following completion of certification of that year's non-ad valorem tax roll. Upon cancellation of the Agreement by the Appraiser, the Local Government shall reimburse all outstanding bills to the Appraiser within a reasonable time.

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

Local Government

By: _____
Jim Kuretski, Mayor

Attest: _____
Merriane Lahmeur, Town Clerk

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird, Esq.

Property Appraiser

Dorothy Jacks, as Palm Beach County Property Appraiser

Exhibit 'A'

Non Ad Valorem - Cost Summary

The following is a summary of costs which this office will assess to each Local Government that utilizes the uniform method of collection. All costs will be assessed on an annual basis at the end of each Tax Roll cycle. These costs are subject to change, and if a change is to be made the Local Government will be notified of that change at the beginning of the Tax Roll cycle.

(A) There will be an initial cost for setting up the new NAV assessment to the tax roll. The amount to be charged will be the greater of the actual cost and expenses incurred by the Property Appraiser's Office or \$500. This cost may include personnel cost, forms, supplies, data processing computer equipment, postage and programming cost.

(B) Administrative services: This fee covers administrative costs and services per F.S. 197.3632(2) which will be assessed to each Local Government annually until the cancellation of the Agreement.

Administrative services = \$150.00/ Local Government per year



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director
From: Billie Hancock, Procurement Manager *BH*
Date: January 22, 2026
Re: Procurement Review – Resolution 19-26

After reviewing Resolution 19-26 to approve an agreement with the Palm Beach County Property Appraiser to facilitate the use of the uniform method of collecting a non-ad valorem assessment for fire services, I have found that the agreement meets all procurement requirements pursuant to both Section 197.3632 and Chapter 163 Florida Statutes.

Resolution 19-26 complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
**Amended Dedication of a Perpetual Easement to Florida Power and Light Company at
Public Works Maintenance Facility**



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 33-26 for the Amended Dedication of a Perpetual Easement to Florida Power and Light Company at Public Works Maintenance Facility.

EXECUTIVE SUMMARY

Town staff is seeking Town Council approval of Resolution 33-26 to execute an amended easement to Florida Power and Light Company (FPL) for the Public Works Maintenance Facility. This amendment provides FPL with an additional perpetual easement area necessary to deliver electric service to the site.

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

ANALYSIS

On December 16, 2025, the Jupiter Town Council approved Resolution No. 134-25, which authorized the dedication of a perpetual easement to Florida Power & Light (FPL) at the Public Works Maintenance Facility. Following the approval of this dedication, the sketch and legal description was amended to include 15-foot by 15-foot easement for a transformer pad. This amended easement area provides FPL with a perpetual easement for the construction, operation, and maintenance of the electric facility which may be added to or altered from time to time. FPL requires the easement be recorded prior to releasing the job to their contractor for construction. This amended sketch and legal description will supersede the previous documents.

The Town Attorney has reviewed FPL Standard Easement Document for legal sufficiency and the Town has prepared an amended sketch and legal description defining the proposed limits of the FPL Easement.

Town staff is providing Resolution 33-26 for consideration by Town Council for approval to execute the FPL Easement document.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 33-26

2. FPL Easement Documents

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 33-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF AN AMENDED DEDICATION OF A PERPETUAL EASEMENT TO FLORIDA POWER AND LIGHT COMPANY AT PUBLIC WORKS MAINTENANCE FACILITY

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

WHEREAS, Florida Power and Light Company (FPL) developed design plans for providing electric service to Public Works Maintenance Facility; and

WHEREAS, FPL requires perpetual easement rights within Town of Jupiter owned land lying within the Public Works Maintenance Facility at 3131 Washington Street; and

WHEREAS, FPL requires their standard Easement document be executed and recorded which includes a Town amended sketch and legal description defining the proposed limits of the Easement; and

WHEREAS, the Town has determined it to be in the best interest of the public to grant the aforementioned amended easement to FPL; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the FPL's easement document, a copy of which is attached hereto and incorporated herein as Exhibit "1".

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

Work Request No. 14064866

**UNDERGROUND EASEMENT
(BUSINESS)**

Sec. 04, Twp 41, Rge 42

Parcel I.D. 30424104000001020
(Maintained by County Appraiser)

This Instrument Prepared By
Name: Andrew Boutte
Co. Name: Florida Power and Light
Address: 100 S Delaware Blvd
Jupiter, FL 33458

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Town of Jupiter

(Witness' Signature)
Print Name: _____
(Witness)
Print Address: 210 Military Trail
Jupiter, FL 33458

By: _____
Print Name: Jim Kuretski
Print Title: Mayor
Print Address: 210 Military Trail
Jupiter, FL 33458

(Witness' Signature)
Print Name: _____
(Witness)
Print Address: 210 Military Trail
Jupiter, FL 33458

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature
Print Name _____

IN WITNESS WHEREOF, the **TOWN** has caused these presents to be executed in its name by its Town Council acting by the Mayor of said Council, the day and year aforesaid.

THE TOWN OF JUPITER

The terms and conditions of the foregoing Florida Power and Light Easement Form, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by Jim Kuretski as its duly authorized representative, this _____ day of _____, 2026.

BY: _____
Jim Kuretski, Mayor

ATTESTED BY: _____
Merriane Lahmeur, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

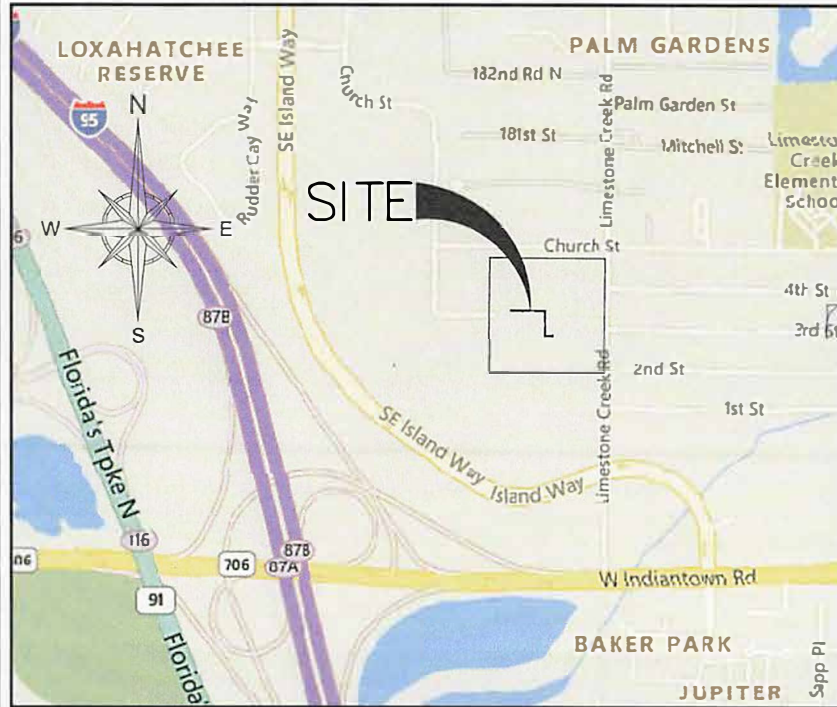
The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2026, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF S0°36'38"W ALONG THE WEST PROPERTY LINE OF OFFICIAL RECORDS BOOK 6585, PAGE 219 OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON NOVEMBER 14, 2025, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

Elizabeth A Lindsay

Digitally signed by Elizabeth A

Lindsay

Date: 2026.01.07 09:50:16 -05'00'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON January 7, 2026

SHEET NO. <u>1</u>	DATE <u>01/06/2026</u>	REVISIONS
OF <u>3</u> SHEETS	REVISE SKETCH & DESCRIPTION PER CLIENT	
PROJECT NO. <u>2011830.019</u>		
(25-54A)		

A PORTION OF O.R.B. 6585, PAGE 219
PALM BEACH COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DATE 11/14/2025
SCALE NOT TO SCALE
FIELD BK. _____
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTIONFLORIDA POWER & LIGHT EASEMENT

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6585, PAGE 219 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4; THENCE NORTH 89°30'50" WEST ALONG THE NORTH LINE OF SAID SECTION 4, 966.38 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6585, PAGE 219; THENCE SOUTH 0°36'38" WEST ALONG SAID WEST LINE AND IT'S NORTHERLY EXTENSION, 516.65 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°23'22" EAST, 172.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST, 5.00 FEET; THENCE SOUTH 88°44'06" EAST, 72.28 FEET; THENCE SOUTH 89°25'47" EAST, 209.79 FEET; THENCE SOUTH 0°12'30" WEST, 200.99 FEET; THENCE NORTH 90°00'00" EAST, 44.98 FEET; THENCE NORTH 0°00'00" EAST, 2.50 FEET; THENCE NORTH 90°00'00" EAST, 15.00 FEET; THENCE SOUTH 0°00'00" EAST, 15.00 FEET; THENCE NORTH 90°00'00" WEST, 15.00 FEET; THENCE NORTH 0°00'00" EAST, 2.50 FEET; THENCE NORTH 90°00'00" WEST, 55.01 FEET; THENCE NORTH 0°12'30" EAST, 201.09 FEET; THENCE NORTH 89°25'47" WEST, 199.91 FEET; THENCE NORTH 88°44'06" WEST, 72.12 FEET; THENCE NORTH 0°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING.

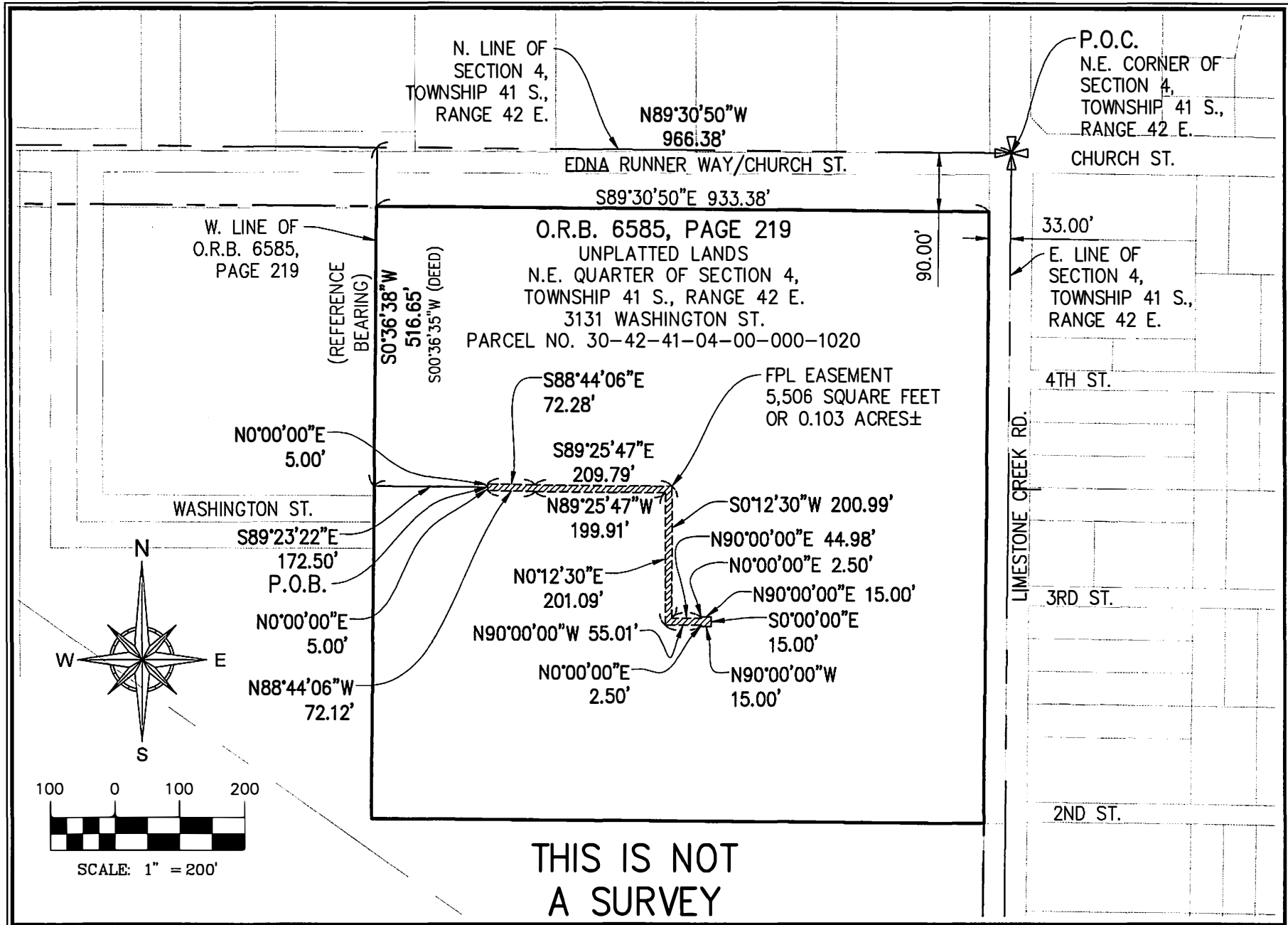
CONTAINING 5,506 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

FPL FLORIDA POWER & LIGHT
 NO. NUMBER
 O.R.B. OFFICIAL RECORDS BOOK
 P.L.S. PROFESSIONAL LAND SURVEYOR
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

SHEET NO. <u>2</u> OF <u>3</u> SHEETS PROJECT NO. <u>2011830.019</u> (25-54A)	DATE <u>01/06/2026</u> REVISIONS REVISE SKETCH & DESCRIPTION PER CLIENT	A PORTION OF O.R.B. 6585, PAGE 219 PALM BEACH COUNTY, FLORIDA	DATE <u>11/14/2025</u> SCALE <u>NOT TO SCALE</u> FIELD BK. DRAWING BY <u>D.B.</u> CHECKED BY <u>E.A.L.</u>	B Betsy Lindsay A DIVISION OF HALEY WARD, INC. 7897 B.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933 FAX LICENSED BUSINESS NO. 6852
	SKETCH AND LEGAL DESCRIPTION FLORIDA POWER & LIGHT EASEMENT			



SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
2011830.019
(25-54A)

DATE	REVISIONS
01/06/2026	REVISE SKETCH & DESCRIPTION PER CLIENT

A PORTION OF O.R.B. 6585, PAGE 219
PALM BEACH COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

DATE 11/14/2025
SCALE 1" = 200'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5763 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

TOWN OF JUPITER
240 Jupiter Street Unity of Title



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>240 Jupiter Street</u> – Request to Dissolve a Unity of Title between Lots 8 and 9, Section 3 of the Jupiter Center Plat.

EXECUTIVE SUMMARY

Consideration of a request to dissolve an existing Unity of Title between Lots 8 and 9, Section 3 of the Jupiter Center Plat.

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

ANALYSIS

2GHO (the Applicant) on behalf of the Owner (WILL RACE HOLDINGS LLC – Wendy D. Smozanek) has submitted a request for the Town Council to dissolve the existing unity of title at 240 Jupiter Street between Lots 8 and 9, Section 3 (see Attachment 2 – Request Letter and Existing Unity of Title). The lots were unified in 1979 in order to allow for a permit for an aluminum shed roof awning to cross the common lot line. With the request to dissolve the unity of title, the Applicant has submitted a demolition permit for the awning which is currently in review with the building department.

The Applicant has also submitted administrative site plan applications to demonstrate that each property conforms to the parking and zoning requirements upon separation. The plans have been reviewed by staff and conform to the Town Code. Should the Town Council approve the request to dissolve the unity of title, staff will finalize approval of the individual lot site plans.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 35-26
2. Request Letter and Existing Unity of Title
3. Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Garret Watson, Principal Planner, at garretw@jupiter.fl.us or 561-741-2549.

RESOLUTION NO. 35-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, TO APPROVE DISSOLVING A UNITY OF TITLE BETWEEN TWO LOTS, LOCATED AT 240 JUPITER STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Will Race Holdings, LLC., is the owner ("the Owner") of Lots 8 and 9 which is approximately 0.28± acres of property ("the subject property") located at 240 Jupiter Street; and,

WHEREAS, the legal description of the subject property is attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, a unity of title combining Lots 8 and 9, Block 3, was executed on June 13, 1979 and submitted as part of a building permit; and,

WHEREAS, 2GHO, Inc. ("the Agent") has applied to dissolve a unity of title that unified two parcels of land known as Lots 8 and 9, Block 3, within the Jupiter Center Plat ("the Application"); and,

WHEREAS, the Town Council has considered the Application; and,

WHEREAS, administrative site plan applications have been submitted to the Department of Planning and Zoning to ensure development on lots 8 and 9, block 3, once separated will meet the Town's Land Development regulations.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The Town Council hereby approves the application to dissolve the unity of title recorded to join Lots 8 and 9, Block 3, with in the Jupiter Center Plat.

Section 3. The Mayor is hereby authorized to execute a release of Unity of Title as requested.

Section 3. Prior to execution of the dissolution of unity of title document, the Owner shall obtain separate Development Orders pertaining to the site plans for Lot 8 and Lot 9.

Section 4. Should any section or provision of this resolution, or any portion thereof, and paragraph, sentence, or word, ever be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Section 5. This resolution shall become effective upon its execution.

Attachments: Exhibit "A" – Legal Description

#7568076 v1 26503-00001

Exhibit A – Legal Description

LOTS 8, 9 BLOCK 3, JUPITER CENTER, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH, FLORIDA, AS IN PLAT BOOK 11, PAGE 56



LA-0000530

George G. Gentile, PLA ■ Emily M. O'Mahoney, PLA ■ M. Troy Holloway, PLA

January 18, 2026

**Mr. Peter Meyer, Sr. Planner
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458**

RE: Request to Dissolve Unity of Title
240 A&B, Jupiter Street.
Lots 8 & 9 Block 3

Dear Mr. Meyer:

Please accept this letter on behalf of our Client and owner of 240 Jupiter Street, to request the dissolution of the Unity of Title approved by the Town of Jupiter, June 3, 1979. We have attached the unity of title and survey for the same in our documents for this request.

We have also, as directed by the Town of Jupiter, submitted for site plan amendments on 240 A and 240 B, Jupiter Street which will amend both sites to conform individually. We further understand the dissolution of the unity of title by the Town Council will be held in escrow until the site plan amendments are approved and implemented.

We have attached the following documents for this request online for PZ# 26-6699:

Unity of Title June 3, 1979
Survey for the Unity of Title
Consent from Owner to file documents
This letter of request

Please let us know should you need additional information and we look forward to this request being reviewed by the Town Council.

**2GHO, Inc., Landscape Architects, Planners
Environmental Consultants**

A handwritten signature in blue ink, appearing to be "GGG", written over a horizontal line.

George G. Gentile, FASLA, PLA
Director/Vice President

CC: Wendy D. Smozanek
James Burns

UNITY OF TITLE

In consideration of the issuance of a Permit to JOIN LOT# 8+9 Block 3
25 ONE LOT at location of 240 S. 1st Street.

for the construction of Aluminum shed roof
in Palm Beach County, Florida, and for other good and valuable considerations,
the undersigned hereby agree to restrict the use of lot/s 8+9 The same as is
Block 3, of Jupiter Center Subdivision, Plat
Book 11, at Page 56 of the Public Records of
Palm Beach County, Florida, or property being otherwise described by meets
and bounds as:

in the following manner:

1. That said property shall be considered as one plot and parcel of lands and that no portion of said plot and parcel of land shall be sold, transferred, devised, assigned, or mortgaged separately except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Town Council of the Town of Jupiter.
3. The undersigned further agrees that this instrument may be recorded in the public records of Palm Beach County, Florida, provided, however, that the Town Council may approve the rescinding of this covenant upon the presentation of a new recorded covenant which complies with the laws applicable to the new uses intended.
4. This covenant shall be automatically rescinded and the record title automatically cleared thereof upon the filing of a plat of record of the entire property above described or of any portion so subdivided.

signed, sealed, executed, and acknowledged on this 13 day of June
1979 at Jupiter, Florida.

WITNESSES: Phil C. Beach (SEAL)
James M. Matthews (SEAL)
Carol Matthews (SEAL)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS

HEREBY CERTIFY that on this 13 day of June, A.D. 1979
before me personally appeared _____ and _____
and who executed thereof to be their free act and deed for the uses and
purposes therein mentioned.

WITNESS my signature and official seal at Palm Beach, Florida
in the County and State aforesaid, the day and year last aforesaid.

Donald R. [Signature]
NOTARY PUBLIC
NOTARY PUBLIC, STATE OF FLORIDA - AT LARGE
MY COMMISSION EXPIRES FEB. 19, 1981

240 A & B

On the construction of Altamira Subdivision in Palm Beach County, Florida, to restrict the use of lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835,

n the following manner:

1. That said property shall be considered as one plot and parcel of lands and that no portion of said plot and parcel of land shall be sold, transferred, devised, assigned, or mortgaged separately except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Town Council of the Town of Jupiter.
3. The undersigned further agrees that this instrument may be recorded in the public records of Palm Beach County, Florida, provided, however, that the Town Council may approve the rescinding of this covenant upon the presentation of a new recorded covenant which complies with the laws applicable to the new uses intended.
4. This covenant shall be automatically rescinded and the record title automatically cleared thereof upon the filing of a plat of record of the entire property above described or of any portion so subdivided.

igned, sealed, executed, and acknowledged on this 13 day of June
1979 at Jupiter, Florida.

19 at Jupiter, Fla. (SEAL)

WITNESSES: Phil C. Beach (SEAL)

James M. Matthews (SEAL)

Frank M. Matthews (SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

COUNTY OF PALM BEACH
HEREBY CERTIFY THAT on this 3 day of June, A.D. 1979
before me personally appeared _____ to me known to be the persons described
and who executed thereof to be their free act and deed for the uses and
purposes therein mentioned.

**Request for Dissolution of Unity of Title
Jupiter Town Council
February 3, 2026**

Request Overview

- ❑ In June of 1979, a Unity of Title for Lots 8 & 9, Blk 3 Plat of Jupiter Center was signed and executed.
- ❑ The Purpose of the Unity of Title was to Allow an Awning to be placed on Lot 8 and extending over the property line of Lot 9.
- ❑ The Current Owner of both lots desires to separate the two lots and is removing the awning and providing parking as required by code for Both Lots.
- ❑ Lots 8 & Lot 9 Will Be Used as Separate Warehouse and Storage units.

Property Location



Property Location



Unity of Title

UNITY OF TITLE

In consideration of the issuance of a Permit to Join Lot # 8 & 9 Block 3
25 ONE LOT at location of 240 S. 1st Street.

for the construction of Aluminum shed roof
 in Palm Beach County, Florida, and for other good and valuable considerations,
 the undersigned hereby agree to restrict the use of lot/s 8 & 9 The same as is
 of Jupiter Center Subdivision, Plat
 Book 11, at Page 56 of the Public Records of
 Palm Beach County, Florida, or property being otherwise described by meets
 and bounds as:

in the following manner:

1. That said property shall be considered as one plot and parcel of
 lands and that no portion of said plot and parcel of land shall
 be sold, transferred, devised, assigned, or mortgaged separately
 except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction
 and limitation shall be deemed a covenant running with the land,
 and shall remain in full force and effect, and be binding upon
 the undersigned, their heirs and assigns until such time as the
 same may be released in writing by the Town Council of the Town
 of Jupiter.
3. The undersigned further agrees that this instrument may be
 recorded in the public records of Palm Beach County, Florida,
 provided, however, that the Town Council may approve the rescinding
 of this covenant upon the presentation of a new recorded covenant
 which complies with the laws applicable to the new uses intended.
4. This covenant shall be automatically rescinded and the record title
 automatically cleared thereof upon the filing of a plat of record
 of the entire property above described or of any portion so sub-
 divided.

igned, sealed, executed, and acknowledged on this 13 day of June
1979 at Jupiter, Florida.

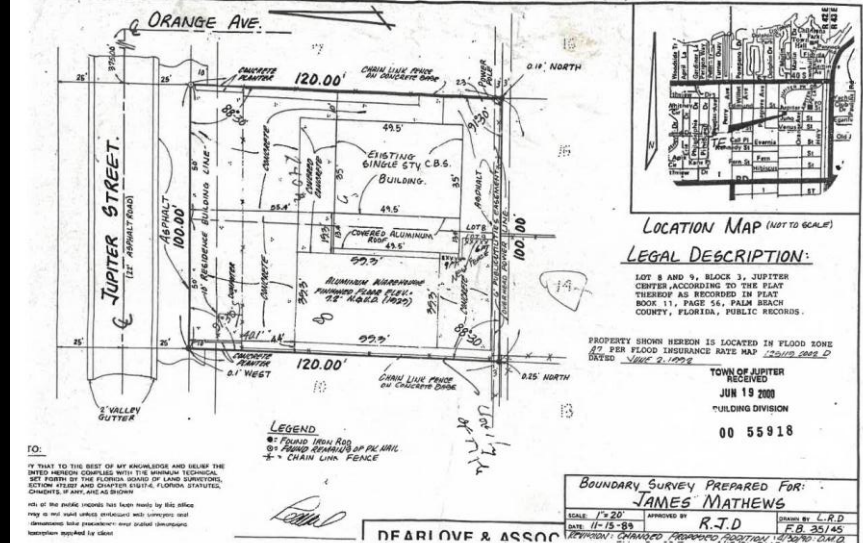
WITNESSES: Robert C. Beach (SEAL)
James M. Mathews (SEAL)
Joseph M. Mathews (SEAL)

STATE OF FLORIDA
 COUNTY OF PALM BEACH

HEREBY CERTIFY that on this 13 day of June, A.D. 1979
 before me personally appeared _____ and _____
 to me known to be the persons described
 and who executed thereof to be their free act and deed for the uses and
 purposes therein mentioned.

WITNESS my signature and official seal at Palm Beach, Florida
 the County and State aforesaid, the day and year last aforesaid.

Notary Public
 Daniel R. [Signature]
 NOTARY PUBLIC



Unity of Title

in the following manner:

1. That said property shall be considered as one plot and parcel of lands and that no portion of said plot and parcel of land shall be sold, transferred, devised, assigned, or mortgaged separately except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Town Council of the Town of Jupiter.
3. The undersigned further agrees that this instrument may be recorded in the public records of Palm Beach County, Florida, provided, however, that the Town Council may approve the rescinding of this covenant upon the presentation of a new recorded covenant which complies with the laws applicable to the new uses intended.
4. This covenant shall be automatically rescinded and the record title automatically cleared thereof upon the filing of a plat of record of the entire property above described or of any portion so subdivided.

signed, sealed, executed, and acknowledged on this 13 day of June
1979 at Jupiter, Florida.

Conclusion

- ❑ The Unity of Title, Approved 1979 was for an Awning Placement so Both Lots Would be used as One.
- ❑ The Owner Desires to Separate Lots as Platted so Another User of Warehouse/Storage Can be Accommodated.
- ❑ The 1979 Unity of Title Allows the Town Council by Written Order to Remove the UOT.
- ❑ The Owner of Both Lots Respectfully Requests Dissolution of the UOT. Both Parcels have applications in for Site Plan Amendments to act separately. The Dissolution Order will be held in Escrow pending the Site Plan Amendment Approvals.

TOWN OF JUPITER
Purchase and Sale Agreement with MESO Scale Diagnostics, LLC



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas J. Baird, Town Attorney
SUBJECT	Approval of a Purchase and Sale Agreement with MESO Scale Diagnostics, LLC for 9-acres of Land at a Purchase Price of \$9 million.

EXECUTIVE SUMMARY

In 2014, pursuant to Ordinance 47-13, the Town Council approved an amendment to the Parcel 19 PUD, provided as Attachment 2. The amendment authorized development within the PUD, north of Indiantown Road. The uses approved included a residential subdivision (Sonoma Isles), a retail (CVS drugstore), and a restaurant (Casa Tequila). The amendment also created a 9-acre parcel, the use of which is restricted to “Bio-science/high technology or life science uses; or for traffic mitigation or as open space as determined by the Town Council.” The 9-acre parcel was conveyed to the Town in 2014 as a “public benefit” in exchange for waivers to the PUD.

In 2019, the Town approved a site plan for Beacon Pharmaceutical Jupiter, LLC for the development of a 150,000 square foot R&D project on the 9-acre parcel. This project was not developed. Since then, consistent with the zoning restriction on the 9-acre parcel, the Town has made the property available to potential developers of bioscience / high technology users, but there was minimal interest in its development for those uses.

In 2024, the Town was approached by MESO Scale Diagnostics, LLC (MSD) who sought to purchase the parcel for the development of bioscience uses. MSD is a global leader in the development, manufacture, and commercialization of innovative assays and instruments for measurement of molecules in biological samples. MSD’s proprietary MULTI-ARRAY technology enhances medical research and drug development by enabling researchers to profile many biomarkers simultaneously in a single sample without compromising assay performance. MSD’s technology has been widely adopted by researchers in pharmaceutical companies, government institutions, universities, and clinical laboratories worldwide for its high sensitivity, excellent productivity, and wide dynamic range. Throughout its history, MSD has continued to evolve its technology platform to enable researchers to solve complex biological questions and going forward, it anticipates expanding into clinical applications and emerging fields of personalized medicine and companion diagnostics.

The uses proposed by MSD are consistent with what was envisioned as the Town, Palm Beach County and the state of Florida hoped to attract as part of the location of the Scripps Florida campus in Jupiter. The uses to be developed on the 9-acre parcel by MSD are consistent with the zoning restrictions on the 9-acre parcel.

ANALYSIS

The Town Manager has negotiated a contract to sell the property to MSD for \$9 million. The purchase price is based upon the appraised value of the parcel derived from an appraisal done for the Town. The Purchase and Sale Agreement is attached as Attachment 1. Should the Town Council approve this item, the Mayor will be authorized to execute the agreement on the Town's behalf.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Manage Growth
- Strong Local Economy

ATTACHMENTS

1. Purchase and Sale Agreement
2. Ordinance 47-13, Parcel 19 PUD

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact the Town Manager's Office at tm@jupiter.fl.us or 561-741-2214.

PURCHASE AND SALE AGREEMENT
TOWN OF JUPITER, a Florida municipality
“Seller”

and

MESO SCALE DIAGNOSTICS, LLC.,
a Delaware limited liability company
“Purchaser”

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the later to occur of January 20, 2026, or the date that the last of the Parties executes this Agreement (the “**Effective Date**”), by and between TOWN OF JUPITER, a Florida municipality (“**Seller**”), and MESO SCALE DIAGNOSTICS, LLC., a Delaware limited liability company (“**Purchaser**”), each a (“**Party**”) and collectively the (“**Parties**”), in consideration of the mutual covenants and promises herein set forth, the Parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller that certain parcel of land described as Tract 3 of the Lakewood Commercial Plat according to the Plat thereof as recorded in Plat Book 119, Page 94 of the Public Records of Palm Beach County, Florida, located in Palm Beach County, Florida, together with all improvements located thereon (the “**Realty**”), together with the following property and rights:

(a) Seller’s interest, if any, in all strips and gores of land lying adjacent to the Realty and owned by Seller, together with all easements, privileges, rights of way, mineral rights, riparian and other water rights, land underlying any adjacent public streets, roads and/or parks, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

(b) Seller’s interest, if any, in all (x) permits, governmental authorizations and approvals, plans, prepaid utility fees, impact fee credits, pertaining to the ownership of the Realty, and (y) entitlements benefitting the Realty, including, without limitation, those relating to any development rights or land use approvals currently in place for the Realty (collectively, the “**Existing Approvals**”);

(c) Any and all intangible and tangible personal property owned by Seller and used in connection with the Realty (collectively, the “**Personal Property**”); and

(d) All other direct or indirect rights, title and interests of Seller related to the Realty.

The Realty and all of the other property and rights described in this Section are hereinafter collectively called the “**Property**.”

2. **Purchase Price.** The purchase price (the “**Purchase Price**”) to be paid by Purchaser to Seller for the Property is Nine Million Dollars and 00/100 Dollars (\$ 9,000,000.00).

3. **Deposit.** To secure the performance by Purchaser of its obligations under this Agreement, by no later than 5:00 p.m. Eastern Time on the date that is three (3) business days following the Effective Date, Purchaser shall deposit with Jones Foster P.A. (the “**Escrow Agent**”) the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) by wire transfer to be held as an earnest money deposit hereunder (together with any interest earned thereon, the “**Initial Deposit**”). To the extent (i)

Purchaser has not terminated this Agreement prior to the expiration of the Inspection Period (as hereinafter defined) and (ii) Purchaser delivers the Notice to Proceed (as hereinafter defined) pursuant to the terms of Section 7 below, by no later than the date that is three (3) business days following the expiration of the Inspection Period, Purchaser shall deposit with the Escrow Agent the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) by wire transfer to be held as an earnest money deposit hereunder (together with any interest earned thereon, the “**Additional Deposit**,” and together with the Initial Deposit, the “**Deposit**”). For the avoidance of doubt, the Deposit shall be applicable to the Purchase Price at Closing. Provided Escrow Agent has received a duly executed W-9 Form from the Purchaser, the Escrow Agent shall invest the Deposit in an interest-bearing account, maintained with or issued by a commercial bank doing business in Palm Beach County, Florida. All interest accrued or earned thereon shall be paid or credited to Purchaser except in the event of a default by Purchaser, without any default of Seller, in which event the interest shall be disbursed to Seller, together with the Deposit, as liquidated damages in accordance with Section 11 below.

4. **Terms of Payment.** At Closing, Escrow Agent is authorized to release the Deposit to Seller by wire transfer in partial payment of the Purchase Price, and Purchaser shall deliver to Seller the Purchase Price less the amount of the Deposit by wire transfer, subject to prorations and adjustments as hereinafter provided.

5. **Title Commitment and Survey.** Within twenty (20) days after the Effective Date, Purchaser shall, at Purchaser’s expense, obtain a commitment for the issuance of an Owner’s Policy of Title Insurance to be issued by Old Republic National Title Insurance Company (the “**Title Company**”) in the amount of the Purchase Price (the “**Title Commitment**”), (which shall be updated just prior to Closing), together with true and correct legible copies of all exceptions set forth in the Title Commitment and a lien search. At Closing, the Title Company shall deliver to Purchaser the Title Policy and such endorsements thereto as Purchaser may reasonably require, subject only to the Permitted Exceptions (as hereinafter defined). Purchaser may obtain a current survey of the Property (“**Survey**”) during the Inspection Period and will have ten (10) business days prior to the expiration of the Inspection Period to object to any matters on the Survey. The Permitted Exceptions are:

(a) Ad valorem real estate taxes and assessments for the year in which Closing occurs, or if Closing (as hereinafter defined) occurs on or after November 1, of a year, then the year in which Closing does occur, and subsequent years, which are not yet due and payable;

(b) All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with all anticipated uses of the Property for Bioscience/Manufacturing purposes; and

(c) All matters reflected in the Title Commitment for which Purchaser does not include in its Title Objections (as hereinafter defined), unless waived by Purchaser.

Title shall be deemed good, marketable and insurable only if the Title Commitment shows Seller's title to the Realty at Closing to be subject only to the Permitted Exceptions (the "**Title Standard**").

If Purchaser determines, in its sole judgment, that any of the matters reflected on the Commitment or the Survey do not meet the Title Standard, Purchaser shall no later than ten (10) business days prior to the expiration of the Inspection Period, notify Seller in writing specifying the defect(s) which Purchaser has determined, in its sole judgment, cause the title of the Realty not to meet the Title Standard (collectively, "**Title Objections**"). If Purchaser fails to give Seller written notice of any Title Objections prior to the expiration of the Inspection Period, any matters shown in the Title Commitment shall be deemed to be waived as Title Objections by Purchaser.

Within five (5) business days following Seller's receipt of Purchaser's Title Objections, Seller may deliver to Purchaser written notice ("**Seller's Title Notice**") of those Title Objections which Seller agrees to either eliminate or cure to Purchaser's reasonable satisfaction by the Closing Date. Seller's failure to deliver Seller's Title Notice to Purchaser within the time period specified above shall be deemed to constitute Seller's election not to eliminate or cure any such Title Objection. If Seller elects (or is deemed to have elected) not to eliminate or cure any Title Objections, then Purchaser shall have the right, by written notice delivered to Seller prior to the expiration of the Inspection Period, to either (the failure of Purchaser to provide written notice being deemed to be an election pursuant to clause (i)): (i) close and accept the title "as is," and without a deduction in Purchase Price, other than with respect to any Required Clearance Exceptions (as hereinafter defined), the cost of which removal shall be deducted from the Purchase Price, or (ii) cancel this Agreement in which event the Escrow Agent shall return the Deposit to Purchaser in accordance with Section 17(b), whereupon both parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination.

In the event Seller elects to remove any Title Objections and fails to do so prior to the Closing Date, then Purchaser shall have the option to either: (i) extend the Closing Date for an additional thirty (30) days to allow Seller to cure such Title Objections, or (ii) close and accept the title "as is," and without a reduction in Purchase Price, other than with respect to any Required Clearance Exceptions, the cost of which removal shall be deducted from the Purchase Price, or (iii) cancel this Agreement in which event the Escrow Agent shall return the Deposit to Purchaser in accordance with Section 17(b), whereupon both parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination.

Notwithstanding anything to the contrary contained herein, if Purchaser has timely given Seller written notice of its Title Objections, Seller shall, at or prior to Closing, be required to remove or cause to be removed any Title Objections to the extent (and only to the extent) that such Title Objections are (A) mortgage financing documentation encumbering the Realty, or (B) liens, delinquencies, judgments, violations or other encumbrances (including delinquent payments for general real estate taxes and any other governmental assessment, but excluding any such amounts that are not yet due and

payable) that can be satisfied by payment of a liquidated amount or bonding, or (C) any documents executed by Seller on or after the Effective Date without the Purchaser's prior written consent which encumber the Realty, or (D) notices of commencement encumbering the Realty (collectively, the "**Required Clearance Exceptions**").

At all times during the term of this Agreement, Seller shall not execute any documents which shall be recorded in the Public Records of Palm Beach County, Florida, or would otherwise affect title to the Realty without Purchaser's prior written consent, which may be withheld (x) in Purchaser's reasonable discretion prior to the expiration of the Inspection Period, or (y) in Purchaser's sole and absolute discretion following the expiration of the Inspection Period; provided, however, nothing contained herein shall preclude or prohibit Seller from taking any actions which are consistent with the terms of this Agreement (e.g. obtaining and recording release of liens or other encumbrances, if any, against the Realty).

If at any time subsequent to Purchaser's receipt of the Title Commitment and Survey and prior to the Closing of this transaction, any endorsement of the Title Commitment and/or recertifications of the Survey obtained by Purchaser show that the title to the Realty does not meet the Title Standard as a result of additional defects ("**Additional Title Objections**"), Purchaser may raise such items as Additional Title Objections so long as such items are not caused by, through or under Purchaser. Seller shall use commercially reasonable efforts to undertake to remove such Additional Title Objections prior to Closing, and if it does not, Purchaser may, at its option, close the transaction without a reduction in Purchase Price, or, terminate the Agreement and receive a return of the Deposit in accordance with Section 17(b), whereupon both Parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination.

6. **Property Information**. Within three (3) business days following the Effective Date of this Agreement (as and to the extent the same has not already been delivered to Purchaser), Seller shall deliver to Purchaser true, correct and complete copies of the following that are in Seller's actual possession or control or reasonably obtainable by Seller (collectively, the "**Property Information**"):

(a) A copy of Seller's Title Insurance Commitments and Policies for the Property;

(b) All contracts and other agreements affecting the Property;

(c) All insurance policies purchased by Seller currently insuring the Property;

(d) A copy of all surveys, soils and hazardous materials reports, engineering studies, topographical maps, wetlands studies, appraisals and other reports, studies, maps and analysis that may have been done for Seller, in Sellers' possession, or reasonably available to Seller, with respect to the Property;

(e) All recorded documents affecting the Property and any other documents relating to the Property reasonably requested by Buyer, to the extent within Seller's possession or reasonably obtainable by Seller or Seller's counsel, within three (3) business days following such request; and

(f) Copies of all approvals, permits and licenses affecting the Property.

7. **Inspections.**

(a) Purchaser shall have until 5:00 p.m. EST on the date that is sixty (60) days following the Effective Date (the "**Inspection Period**") to examine the Property Information and to make such physical, zoning, land use, environmental and other examinations (including, without limitation, Phase I and Phase II environmental examinations), inspections and investigations of the Property or the use or operation thereof for bio-science purposes. If, on or at any time prior to the expiration of the Inspection Period, Purchaser in its sole and absolute discretion, determines that it no longer desires to purchase the Property, for any reason or no reason, then Purchaser may terminate this Agreement by delivering written notice of such termination to Seller on or prior to the expiration of the Inspection Period. If Purchaser determines, in Purchaser's sole and absolute discretion, to proceed with the purchase of the Property, Purchaser shall provide written notice to Seller on or prior to the expiration of the Inspection Period of Purchaser's intent to proceed to Closing (the "**Notice to Proceed**"). If Purchaser exercises its right to terminate this Agreement in accordance with this paragraph or fails to deliver the Notice to Proceed on or prior to the expiration of the Inspection Period, this Agreement shall automatically terminate without further documentation, the Deposit shall be returned to Purchaser in accordance with Section 17(b) and all Parties shall be released from further obligations under this Agreement except only those expressly stated to survive such termination hereunder. If Purchaser does not terminate this Agreement as provided in this paragraph and delivers the Notice to Proceed on or prior to the expiration of the Inspection Period, then the Parties shall proceed to Closing (subject, however, to all other conditions precedent to Closing set forth in this Agreement). This section shall not be deemed to eliminate, lessen or otherwise affect Seller's liability as to the representations and warranties made by it in this Agreement or Seller's obligations under the documents to be delivered at Closing.

(b) Notwithstanding anything to the contrary, upon reasonable notice to Seller, Purchaser, and Purchaser's agents and contractors, shall have the right during the term of the Agreement to enter upon the Realty at reasonable times for purposes of inspection and making tests (both invasive and non-invasive) and studies thereon, including, without limitation, a physical inspection of all buildings, soils tests, engineering studies and such feasibility and other studies regarding the condition of the Property as Purchaser determines is prudent; provided, that Seller has the right (but not the obligation) to have a representative present at such times. Throughout the term of this Agreement, Seller, its agents and employees shall at all times reasonably cooperate with Purchaser, its agents and contractors in connection with their performance of the inspections provided herein, including, without limitation, making a representative available at normal business hours in a timely fashion to accompany Purchaser onto the

Property in the event Seller desires to have such representative accompany Purchaser. Purchaser shall not damage the Realty and shall promptly restore the Realty and remove anything placed on the Realty in connection with its inspection(s). Purchaser shall be responsible for any physical damage to the Property or injury to persons caused by Purchaser or its agents, contractors, or consultants in connection with Purchaser's entry onto the Property or its due diligence inspections, tests, or investigations (collectively, "**Inspections**"). Purchaser shall indemnify and hold Seller harmless from and against any third-party claims actually resulting from such damage or injury, but only to the extent caused by the negligence or willful misconduct of Purchaser or its representatives. Purchaser shall not be responsible for, and Seller shall retain all risk of, any pre-existing conditions on the Property or any matters merely discovered (but not caused or exacerbated) by Purchaser's Inspections.

Notwithstanding anything to the contrary contained in this Agreement, the indemnification provisions of this Section 7 shall survive any cancellation or termination of this Agreement for a period of one (1) year.

8. **Conditions Precedent**. Purchaser's obligation to close the transaction provided for in this Agreement shall be subject to the following conditions precedent to Closing, any of which may be waived by Purchaser (collectively, the "**Conditions Precedent**");

(a) The Title Company shall be obligated to issue the Title Policy pursuant to the Title Commitment, consistent with the Title Standard, subject only to the payment of the title premium and the Permitted Exceptions;

(b) As of Closing, all of the representations and warranties by Seller contained in this Agreement shall be true and correct in all material respects;

(c) Between the expiration of the Inspection Period and the Closing, the physical condition of the Property shall remain the same, subject only to normal wear and tear and the casualty and condemnation provisions set forth herein;

(d) There shall have been no notice of any pending or contemplated condemnation of any material portion of the Property, any impairment of access to any portion of the Property or any violation of any portion of any legal requirement concerning the Property;

(e) There shall have been no material adverse change in the condition of the Property since the Effective Date;

(f) The Purchaser shall have obtained all final, non-appealable governmental approvals (the "**Approvals**") required to obtain Master Plan Approval for bio-sciences use on the Property containing a minimum of 179,500 square feet of Bioscience/Manufacturing space, with parking requirements as agreed upon by Purchaser, within one hundred eighty (180) days after the expiration of the Inspection Period (the "**Approval Period**"); provided however, Purchaser shall be entitled to three (3) thirty (30) day extensions of the Approval Period; provided Purchaser gives Seller

written notice of its election to extend the Approval Period at least five (5) days prior to the expiration of the Approval Period or any extension, so long as Purchaser is diligently pursuing the Approvals. In the event Purchaser has not obtained final non-appealable Approvals within the Approval Period (including any extensions) Purchaser may terminate this Agreement and receive a refund of the Deposit in accordance with Section 17(b);

(g) Seller shall have performed all of its covenants and obligations under this Agreement; and

(h) Prior to Closing, Purchaser shall have obtained written evidence that sufficient water and sewer capacity exists to adequately serve the Property for Purchaser's contemplated use.

If any of the Conditions Precedent are not satisfied as of the Closing Date, or if at any time prior to Closing Purchaser receives a denial of any of the Approvals from a governmental authority, Purchaser shall have the right either to (x) waive the condition and close "as is," or (y) terminate this Agreement by providing Seller with a written notice of termination on or prior to the Closing Date, in which event the Escrow Agent shall return the Deposit to Purchaser in accordance with Section 17(b); provided, however, that in the event the failure results from a Seller default hereunder, then Section 11(b) below shall apply.

9. **Assignability.** This Agreement is assignable by Purchaser only to an entity formed by Purchaser, an affiliate of Purchaser or an entity formed by one or more of the principals of Purchaser. In the event of an assignment, Purchaser shall not be released from any of its obligations hereunder, and the Purchaser's assignee shall agree to be fully bound by the terms and conditions of this Agreement. In the event of a permitted assignment, the Purchaser shall provide a copy of the related assignment document to the Seller, at least five (5) business days prior to Closing.

10. **Representations, Warranties and Covenants.**

(a) As of the Effective Date and as of Closing and subject to all of the other provisions in this Section 10, Seller represents, warrants and covenants to the Purchaser ("**Seller's Warranties**") and agrees with the Purchaser as follows:

(i) Seller has not entered into any contracts, arrangements, licenses, concessions, easements, or other agreements, including, without limitation, service arrangements and employment agreements, either recorded or unrecorded, written or oral, with respect to the Property, or any portion thereof or the use thereof. Seller has not entered into any contracts or agreements granting any rights of first refusal, rights of first offer or options to purchase, either recorded or unrecorded, written or oral, with respect to the Property or any portion thereof.

(ii) Seller has not entered into any leases or other occupancy agreements, written or oral with respect to the Property or any portion thereof.

(iii) Seller owns the Property, subject to the Permitted Exceptions. Seller is a Florida municipality validly existing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by Seller has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of, or default under, any agreement to which Seller is a party or by which the Property is bound or (b) violate any restrictions to which Seller is subject.

(iv) Seller has not received written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to, and to Seller's Knowledge, is unaware of any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain. Seller's Knowledge shall be deemed to mean the actual knowledge of Frank Kitzerow, Town Manager. Seller represents the foregoing individual is the individual most likely to have knowledge concerning the matters represented by Seller in this Agreement.

(v) There is no litigation pending or threatened in writing against or relating to the Property.

(vi) Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser an affidavit to such effect, and also stating Seller's EIN and Seller's address. Seller acknowledges and agrees that Purchaser shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be modified and amended from time to time, and Seller shall act in accordance with all reasonable requirements of Purchaser to effect such full compliance by Purchaser.

(vii) No commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body or any other organization, group or individual which would impose an obligation upon the Purchaser or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property. This representation excludes any commitments or agreements imposed in connection with Purchaser obtaining the Approvals.

(viii) Neither Seller, nor any person or entity holding any legal or beneficial interest whatsoever in Seller, is included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in

Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

(b) As of the Effective Date and as of Closing, Purchaser represents, warrants and covenants to the Seller and agrees with Seller as follows:

(i) Purchaser is a Delaware limited liability company. This Agreement and all documents contemplated hereunder to be executed by Purchaser have been duly authorized by all requisite partnership, corporate or other required action on the part of Purchaser and are the valid and legally binding obligation of Purchaser, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and all documents contemplated hereunder to be executed by Purchaser, nor the performance of the obligations of Purchaser hereunder or thereunder, will result in the violation of any law or any provision of the organizational documents of Purchaser or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Purchaser is bound.

(ii) Neither Purchaser, nor any person or entity holding any legal or beneficial interest whatsoever in Purchaser, or in any assignee of Purchaser, is included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

(c) If, prior to the Closing, Purchaser obtains actual knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Purchaser shall give Seller written notice thereof within three (3) business days of obtaining such knowledge (but, in any event, prior to the Closing). If, at or prior to the Closing, Seller obtains actual knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Seller shall give Purchaser written notice thereof within three (3) business days of obtaining such knowledge (but, in any event, prior to the Closing). In either such event, Seller shall use good faith and diligent efforts to cure such misrepresentation or breach as was referenced in the aforementioned written notice from Purchaser or Seller, as the case may be, and shall be entitled to a reasonable adjournment of the Closing (not to exceed fifteen (15) days) for the purpose of such cure (the “**Pre-Closing Cure Period**”). If Seller is unable or does not elect to so cure any such misrepresentation or breach prior to the expiration of the Pre-Closing Cure Period, then Purchaser for any and all such untrue, inaccurate or incorrect representations or warranties shall elect as its sole and exclusive remedy either (a) to waive such misrepresentations or breaches of representations and warranties, and consummate the transaction without any reduction of or credit against the Purchase Price, or (b) to terminate this Agreement, in its entirety by written notice given to Seller on or before the Closing, in which event this Agreement shall be terminated, the Deposit shall be returned to Purchaser in accordance with Section 17(b), and thereafter, neither party shall have

any further rights or obligations hereunder except as provided in any section hereof that by its terms expressly provides that it survives any termination of this Agreement.

11. **Default Provisions.**

(a) In the event of the Purchaser's default under this Agreement prior to Closing, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations hereunder, then Seller shall have the right, as its sole and exclusive remedy, to receive the Deposit, as agreed liquidated damages for said breach and as Seller's sole and exclusive remedy for default of Purchaser, and the Parties shall be relieved of all further obligations hereunder, except those obligations expressly stated to survive herein (Purchaser and Seller agree that it would be difficult or impossible to ascertain the damages suffered by Seller as a result of any default by Purchaser and agree that the Deposit is a reasonable estimate of such damages).

(b) If Seller shall default under this Agreement prior to Closing, then Purchaser at its option shall have the right, as its sole and exclusive remedies, to either: (i) waive the default and proceed to Closing, (ii) receive the return of the Deposit from Escrow Agent in accordance with Section 17(b) and reimbursement of its out of pocket expenses in connection with the purchase of the Property, not to exceed Seventy Five Thousand Dollars and 00/100 (\$75,000.00), whereupon the parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive herein, or (iii) seek specific performance of Seller's obligations hereunder, thereby waiving all rights to damages.

12. **Prorations.** Real estate and personal property taxes and assessments, if any, utilities and all other proratable items shall be prorated as of the Closing Date. In the event the taxes and assessments for the year of Closing are unknown, the tax proration will be based upon the taxes and assessments for the prior year, and at the request of either party, the taxes and assessments for the year of Closing shall be re-prorated and adjusted when the tax bill for such year is received and the actual amount of taxes and assessments is known. Seller shall arrange for meter readings with respect to all utilities prior to Closing or the Parties shall prorate utility charges post-closing. The provisions of this Section 12 shall survive the Closing.

13. **Improvement Liens.** Certified, confirmed or ratified liens for governmental improvements as of the date of Closing, if any, shall be paid in full by Seller, and pending liens for governmental improvements as of the Closing Date shall be assumed by Purchaser; provided that in the event such amounts are payable in installments, Seller shall be responsible for all installments due at or prior to Closing and Purchaser shall assume all installments following Closing. The provisions of this Section 13 shall survive the Closing.

14. **Closing Costs.** The Parties shall bear the following costs:

(a) Purchaser shall be responsible for (i) payment of all costs and expenses of Purchaser including any costs and expenses of environmental, architectural,

engineering and other inspection and feasibility studies and reports incident to Purchaser's inspections and (ii) the cost of the Title Commitment and Policy as well as municipal lien searches.

(b) Seller shall be responsible for payment of the following: (i) the documentary stamps and the recording of the general Warranty Deed of conveyance, and (ii) recording costs on documents necessary to clear title at Closing.

(c) Each party shall pay its own legal fees.

(d) The provisions of this Section 14 shall survive the Closing.

15. **Closing.** The Closing shall occur on the date that is thirty (30) days after the receipt of the Approvals ("**Closing Date**"); unless Purchaser has terminated the Agreement as provided herein.

At Closing, Seller shall execute and deliver to Purchaser the following closing documents and items:

(a) a good and sufficient special warranty deed executed by Seller, subject only to the Permitted Exceptions;

(b) an appropriate "gap," exclusive possession and mechanic's lien affidavit in the form required by the Title Company and any and all other documents, certificates and affidavits required by the Title Company to issue the Title Policy, including those necessary to delete the "Standard Exceptions";

(c) a non-foreign affidavit or certificate pursuant to Section 10(a)(vi) above;

(d) such assignments of development rights and governmental approvals and such other documents and instruments as are reasonably requested by Purchaser;

(e) a counterpart closing statement (the "**Closing Statement**"); and

(f) such other documents as are reasonably necessary to consummate this transaction.

At Closing, the Purchaser shall execute and deliver to Seller the following closing documents and items:

(a) a counterpart Closing Statement;

(b) such other documents as are reasonably necessary to consummate this transaction; and

(c) The balance of the Purchase Price.

16. **Brokers.** The parties each represent and warrant to the other that there are no real estate broker(s), salesmen or finders involved in this transaction. If a claim for brokerage in connection with the transaction is made by any broker, salesman or finder claiming to have dealt through or on behalf of one of the Parties hereto (the Party with whom such broker, salesman or finder claims to have dealt through or on behalf of shall hereafter be deemed to be the “**Indemnitor**”). Indemnitor shall indemnify, defend and hold harmless the other Party hereunder (“**Indemnitee**”), and Indemnitee’s officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney’s and paraprofessional fees and court costs at trial and all appellate levels) with respect to said claim for any brokerage commission. The provisions of this Section 16 shall survive the Closing and any cancellation or termination of this Agreement.

17. **Escrow Agent.**

(a) The Escrow Agent shall not be liable for any actions taken in good faith, but only shall be liable for its gross negligence or willful misconduct. The Parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage (“**Claims**”) whatsoever (including reasonable attorney’s fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for Claims related to the Escrow Agent’s gross negligence or willful misconduct.

(b) If written notice of a default, non-performance or dispute or claim to all or any portion of the Deposit is given to the Escrow Agent by any Party, the Escrow Agent will promptly notify all other Parties in writing in accordance with this Agreement. Five (5) business days after proper notice by Escrow Agent as set forth herein, the Deposit (or portion thereof held in escrow) will be released pursuant to the demand, unless contrary written instructions are received from any other Party to this Agreement. If contrary written instructions are received by Escrow Agent prior to the expiration of such five (5) business day period, Escrow Agent will not disburse the Deposit (or portion thereof held in escrow) until it receives a mutual written agreement of all Parties to this Agreement or upon receipt of an appropriate final, non-appealable court order. Notwithstanding anything to the contrary contained in this Agreement, prior to the expiration of the Inspection Period, the escrow account established hereunder shall be a “sole order” escrow for the benefit of Purchaser (meaning that Escrow Agent shall act solely in accordance with the instructions of Purchaser until the expiration of the Inspection Period in respect of the Deposit). Without limiting the generality of the foregoing, in the event that Purchaser terminates this Agreement prior to the expiration of the Inspection Period, then Escrow Agent shall refund to Purchaser the Deposit without any requirement that Escrow Agent obtain any approval or consent of Seller or any third party. Seller agrees that, prior to the expiration of the Inspection Period, Seller shall not deliver any conflicting instructions to Escrow Agent and hereby instructs Escrow Agent to act in respect of the Deposit solely in accordance with Purchaser’s instructions on or prior to the expiration of the Inspection Period.

(c) If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent shall be entitled, at its own discretion, to (i) continue to hold the Deposit and/or such other sums in escrow until directed to disburse same by joint written instructions from Seller and Purchaser or a final judgement or arbitrator's decision, or (ii) interplead said amount or the entire proceeds with any court of competent jurisdiction located in Palm Beach County, Florida and thereby be released from all obligations hereunder. Notwithstanding anything to the contrary, if Seller disputes the disbursement of the Deposit to Purchaser following expiration of the Inspection Period by written notice to Escrow Agent and Purchaser, then Seller shall file suit claiming the Deposit within thirty (30) days of such notice, and if Seller fails to timely file such suit, Escrow Agent is authorized to release the Deposit to Purchaser.

(d) The Escrow Agent shall not be liable for any failure of the depository.

18. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if (a) delivered by hand, (b) sent by recognized overnight courier (such as Federal Express), (c) mailed by certified mail, return receipt requested, in a postage prepaid envelope, or (d) sent by facsimile (with electronic confirmation) or electronic delivery (i.e. - PDF), and addressed as follows:

If to Seller:	Town of Jupiter 210 Military Trail Jupiter, FL 33458 Attn: Frank Kitzerow, Town Manager Email: TownManager@jupiter.fl.us
If to Purchaser:	Meso Scale Diagnostics, LLC. 1601 Research Blvd Rockville, Maryland 20850 Attn: General Counsel Email: legal@meso-scale.com
With copies to:	Meso Scale Diagnostics, LLC. 1601 Research Blvd Rockville, Maryland 20850 Attn: Shelley Finger, Esquire Email: sfinger@meso-scale.com
If to Escrow Agent:	Jones Foster P.A. 505 S Flagler Drive, Suite 1100 West Palm Beach, FL 33401 Attn: Larry Alexander, Esquire Email: laalexander@jonesfoster.com

Notices shall be effective upon delivery or refusal to accept delivery. Notices may be delivered by or to a Party's legal counsel.

19. **Risk of Loss.** The Property shall be conveyed to Purchaser in the same condition as on the date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies. In the event that the Property or any portion thereof is taken by eminent domain or suffers casualty damage prior to Closing, Purchaser shall have the option of either: (i) canceling this Agreement and receiving a refund of the Deposit in accordance with Section 17(b), whereupon both parties shall be relieved of all further obligations under this Agreement, except those obligations expressly stated to survive herein, or (ii) proceeding with Closing, in which case Purchaser shall be entitled to all condemnation awards and settlements and a reduction in the Purchase Price equal to the cost of restoring the damage caused by the casualty.

20. **Radon Gas.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT. **[NOTE: THIS SECTION IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO SECTION 404.056(5), FLORIDA STATUTES (2006).]**

21. **Miscellaneous.**

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to conflict of laws principles thereof. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.

(b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the Parties under this Agreement, the prevailing Party shall be entitled to reasonable attorney's and paraprofessional fees and court costs at all trial and appellate levels, subject to the other provisions in this Agreement. The provisions of this Section 21(c) shall survive the Closing coextensively with the other surviving provisions of this Agreement (and shall continue to survive in connection with any litigation timely brought pursuant with the terms of this Agreement). Venue for all actions arising out of this Agreement shall lie in Palm Beach County, Florida.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time shall be of the essence for each and every provision hereof. All time periods shall be calculated in calendar days unless otherwise expressly set forth in this Agreement.

(g) If any date upon which, or by which, action required under this Agreement is a Saturday, Sunday or legal holiday recognized by the Federal government or the State of Florida, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday, and the term "business day" as used in this Agreement shall be deemed to exclude such dates.

(h) SELLER AND PURCHASER HEREBY VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(i) In the event that Seller or Purchaser elects, in their sole discretion, to treat the sale or purchase of the Property as part of a "1031 like-kind exchange" (the "**Exchange**"), each Party agrees to reasonably cooperate with the other Party in effectuating the Exchange, provided: (i) the Exchange is effectuated without any additional cost to the cooperating Party whatsoever, (ii) the Exchange does not cause a delay in the Closing, and (iii) the cooperating Party is not required to purchase, or take title to, any additional property to effectuate same.

(j) Prior to Closing or earlier termination of this Agreement, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed or otherwise transferred by Seller. Furthermore, prior to the Closing, Seller shall not market or permit any other person or entity to market or sell the Property or any direct or indirect interest therein, and shall not be permitted to participate in discussions with potential purchasers of the Property or potential joint venture partners with respect to the Property nor enter into any back-up contracts, term sheets, or letters of interest with respect to the Property or any portion thereof nor entertain any of the foregoing in any way, including, without limitation, through any preliminary or oral discussions. Seller and Purchaser hereby acknowledge and agree that in the event Seller breaches the terms of this Section 21(j), Purchaser shall, in addition to any and all other rights and remedies provided in this Agreement, be permitted to enforce the terms of this Section 21(j) by equitable remedies, including, without limitation, injunction and/or the specific enforcement hereof by a court of competent jurisdiction without the necessity of posting a bond.

(k) This Agreement may be executed in counterparts, each of which shall be deemed an original and a complete set of which counterparts taken together shall constitute one and the same agreement. The parties agree to accept electronic copies of signed documents as originals except for documents required to be recorded in the Public Records.

(l) Subject to the terms and conditions herein provided, each of the Parties hereto shall execute and deliver such documents as the other Party shall reasonably request in order to consummate and make effective the transaction; provided,

however, that the execution and delivery of such documents by such Party shall not result in any additional liability or cost to such Party.

(m) This Agreement is an agreement solely for the benefit of Seller and Purchaser. No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally left blank.]

SELLER:

**TOWN OF JUPITER,
a Florida municipality**

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

**MESO SCALE DIAGNOSTICS, LLC.,
a Delaware limited liability company**

By: Jacob Wohlstadter
Jacob Wohlstadter (Jan 13, 2026 15:12:35 EST)

Name: Jacob Wohlstadter

Title: President & CEO

Date: Jan 13, 2026

JOINDER

The undersigned Escrow Agent hereby agrees to be bound by the applicable provisions of this Agreement.

ESCROW AGENT:

JONES FOSTER P.A.

By: _____

Name: _____

Title: _____

Date: _____

Jupiter PSA (Execution Copy)

Final Audit Report

2026-01-13

Created:	2026-01-13
By:	Shelley Finger (sfinger@meso-scale.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_qiybLicZhomKcrCB0KEMI1bzzVMJphy

"Jupiter PSA (Execution Copy)" History

-  Document created by Shelley Finger (sfinger@meso-scale.com)
2026-01-13 - 8:10:32 PM GMT
-  Document emailed to shelley finger (sfinger@mesoscale.com) for signature
2026-01-13 - 8:11:22 PM GMT
-  Email viewed by shelley finger (sfinger@mesoscale.com)
2026-01-13 - 8:12:04 PM GMT
-  Signer shelley finger (sfinger@mesoscale.com) entered name at signing as Jacob Wohlstadter
2026-01-13 - 8:12:33 PM GMT
-  Document e-signed by Jacob Wohlstadter (sfinger@mesoscale.com)
Signature Date: 2026-01-13 - 8:12:35 PM GMT - Time Source: server
-  Agreement completed.
2026-01-13 - 8:12:35 PM GMT

ORDINANCE NO. 47-13

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE 17-04, WHICH CREATED THE 792.5 ACRE PARCEL 19 PLANNED UNIT DEVELOPMENT (PUD), INCLUDING EXTENDING WAIVERS TO THE NORTH SIDE OF THE PUD AND PROVIDING FOR WAIVERS; AUTHORIZING THE DEVELOPMENT OF 275 RESIDENTIAL DWELLING UNITS TO BE KNOWN AS LAKEWOOD, BIOSCIENCE/RESEARCH & DEVELOPMENT USES, A RESTAURANT USE, AND A DRUG STORE USE ON THAT PORTION OF THE PARCEL 19 PUD WHICH COMPRISES 259.6+/- ACRES AND IS LOCATED ON THE NORTH SIDE OF INDIANTOWN ROAD AND WEST OF THE FLORIDA TURNPIKE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 17-04, the Town Council approved a 792.5 +/- Planned Unit Development known as the Parcel 19 PUD; and

WHEREAS, the legal description of the Parcel 19 PUD is as set forth in **Exhibit "A"** which is attached hereto and incorporated herein; and

WHEREAS, Jupiter 19 Park, LLC. is the owner (the Owner) of a portion of the Parcel 19 PUD consisting of 259.6 +/- acres and generally located on the north side of Indiantown Road, and west of the Florida Turnpike(the Subject Property); and

1 **WHEREAS**, the legal description of the Subject Property is set forth in
2 **Exhibit “B”** which is attached hereto and incorporated herein; and

3 **WHEREAS**, Gentile, Glas, Holloway, O’Mahoney & Associates, Inc., is
4 acting as the Owner’s authorized agent (Applicant) and filed an application to
5 amend the Parcel 19 PUD in order to develop the Subject Property with
6 certain commercial, bio-science and residential uses, residential portion of
7 which is to be known as Lakewood (the Application); and

8 **WHEREAS**, the Town Council has adopted an amendment to its
9 Comprehensive Plan pertaining to the Subject Property which changes the
10 future land use designation of 25.1 acres of the Parcel 19 PUD from a future
11 land use of “Commercial” to Low Density Residential and removes this 25.1
12 acres of land from the Bio-science Research Protection Overlay (BRPO)
13 which was adopted pursuant to the Town’s Comprehensive Plan; and

14 **WHEREAS**, the Town Council has adopted an amendment to its
15 Comprehensive Plan pertaining to the Subject Property which changes the
16 future land use designation of 3.8 acres of the Parcel 19 PUD from a future
17 land use of Low Density Residential to Commercial and incorporates the 3.8
18 acres into the BRPO; and

19 **WHEREAS**, the amendments to the Parcel 19 PUD authorize the
20 development of 275 residential dwelling units known as Lakewood; nine acres
21 designated for 150,000 square feet (sf) Bio-science/Research and
22 Development (R&D) use; a 5,000 square foot restaurant use; and a 14,750
23 square foot drugstore use on the Subject Property; and

1 **WHEREAS**, in addition to the Council's approval of the amendments to
2 the Parcel 19 PUD, it has agreed to two additional waivers of the Town
3 Code's Land Development Regulations which govern the Subject Property:
4 (1) a reduction of 16 feet to the Code requirement that local street right-of-
5 ways be 60 feet and; (2) to allow the use of alternative street ends instead of
6 cul-de-sacs for 10 residential dead end streets; and

7 **WHEREAS**, the Town Council has determined that the Owner is
8 providing substantial public benefits as required by Section 27-892 of the
9 Town's Zoning Code in exchange for the requested waivers; and

10 **WHEREAS**, the Town Council has determined that the Applicant is
11 providing substantial public benefits in exchange for the requested waivers as
12 required by Section 27-892 of the Town's Zoning Code by making a
13 contribution to the Town's Workforce Housing Program, constructing a trail
14 and pedestrian sidewalk along Indiantown Road, and dedicating nine acres
15 of land to the Town; and

16 **WHEREAS**, the nine acres which the Owner has agreed to convey to
17 the Town to facilitate the development of Bio-science/high technology or life
18 sciences uses; or for traffic mitigation purposes, or open space as determined
19 by the Town Council in its sole discretion; and

20 **WHEREAS**, the Town's Planning and Zoning Commission has
21 considered the Application and has made its recommendations to the Town
22 Council; and

1 **WHEREAS**, the Town Council has held public hearings concerning the
2 Application wherein it considered the evidence and testimony presented by
3 the Town staff, the Applicant, the Owner, an Intervener and members of the
4 public; and

5 **WHEREAS**, the Town Council has determined that certain conditions,
6 are necessary for the Application to be consistent with the Town's
7 Comprehensive Plan and to meet the Town's Land Development Regulations,
8 including the criteria specifically contained in Section 27-96, and the PUD
9 regulations contained in Chapter 27, Article VIII of the Town Code;

10
11 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL**
12 **OF THE TOWN OF JUPITER, FLORIDA, THAT:**

13 **Section 1.** The whereas clauses are incorporated herein as the
14 findings of fact and conclusions of law of the Town Council.

15 **Section 2.** The Town Council hereby amends the 792.5 acre Parcel
16 19 PUD, the location of which is generally north and south of Indiantown
17 Road and west of the Florida Turnpike, subject to the conditions in Section 3.
18 This amendment pertains to 259.6 acres of the PUD, located north of
19 Indiantown Road, and authorizes development of 275 residential dwelling
20 units, a 5,000 square foot restaurant, a 14,750 square foot drug store use,
21 and 150,000 square feet of Bio-science uses upon the Subject Property.

22 **Section 3.** The Subject Property is subject to the following conditions:

- 1) The Owner shall install and maintain all improvements in compliance with the following:
 - a. Parcel 19 PUD Master Plan, referenced as sheet "MP-1"; dated 04/18/14; prepared by Gentile, Glas, Holloway, O'Mahoney & Associates, Inc.; received and dated by the Department of Planning and Zoning on 05/12/14.
 - b. Parcel 19 PUD Landscape Buffer Plan, referenced as sheet "LB-1 – LB-6"; dated 02/21/14; prepared by Gentile, Glas, Holloway, O'Mahoney & Associates, Inc.; received and dated by the Department of Planning and Zoning on 05/12/14.
 - c. Lakewood Master Development Plan, referenced as sheet "MP-1"; Site Development Plan, referenced as sheets "SP-1 – SP-4", Project Entry Enlargement, referenced as sheet "SP-5"; Misc. Site Details, referenced as sheet "SP-6"; Community/Service Bldg. Enlargement, referenced as sheet "SP-7"; Landscape Plan, referenced as sheet "LP-1 – LP-17"; Landscape Details, referenced as sheet "LP-18"; Littoral Planting Plan, referenced as sheet "LIT-1", dated 05/20/14; prepared by Gentile, Glas, Holloway, O'Mahoney & Associates, Inc.; received and dated by the Department of Planning and Zoning on 05/12/14.
 - d. Lakewood Created Marsh Exhibit Plan, referenced as sheet "EX-1"; dated 5/20/14; prepared by Gentile, Glas, Holloway,

- 1 O'Mahoney & Associates, Inc.; received and dated by the
2 Department of Planning and Zoning on 05/12/14.
- 3 e. Lakewood Community Building, referenced as sheets A-1.0 and
4 A-1.1; dated 04/18/14; prepared by Gentile, Glas, Holloway,
5 O'Mahoney & Associates, Inc.; received and dated by the
6 Department of Planning and Zoning on 05/12/14.
- 7 f. Lakewood Guard House, referenced as sheet A-1.3; dated
8 05/20/14; prepared by Gentile, Glas, Holloway, O'Mahoney &
9 Associates, Inc.; received and dated by the Department of
10 Planning and Zoning on 05/12/14.
- 11 g. Proposed trail extension location map, received and dated by
12 the Department of Planning and Zoning on 05/12/14.
- 13 h. Statement of Use, dated 05/20/14, prepared by Gentile, Glas,
14 Holloway, O'Mahoney & Associates, Inc.; received and dated by
15 the Department of Planning and Zoning on 05/12/14.
- 16 i. Traffic Statement, dated 04/16/14, prepared by Pinder Troutman
17 Consulting, Inc., received and dated by the Department of
18 Planning and Zoning on 04/18/14.
- 19 2) The uses conducted on the Subject Property shall be consistent with
20 those uses set forth in Section 2, above, and the Statement of Use,
21 dated 05/20/14, prepared by Gentile, Glas, Holloway, O'Mahoney &
22 Associates, Inc.; received and dated by the Department of Planning
23 and Zoning on 05/12/14.

- 1 3) Any revisions to the Parcel 19 master plan, the Lakewood master plan,
2 the landscape buffer plans, the created wetlands plan, the streetscape
3 landscape plan, the community building and guardhouse plans, the
4 trail extension plan, Statement of Use or other details submitted as part
5 of the Application, including but not limited to the location of the
6 proposed uses or improvements, shall be submitted to the Department
7 of Planning and Zoning (the Department) and shall be subject to its
8 review and approval.
- 9 4) Any condition associated with the Applicant's submission of the final
10 plans shall be subject to the Department's review and approval.
- 11 5) The conditions of approval herein shall apply to the Owner, Applicant
12 and their successors and assigns.
- 13 6) **Public Benefits.**
 - 14 a) Upon the Applicant's submission of the final plans, and prior to
15 the issuance of any development permits, the Owner shall
16 convey by General Warranty Deed nine acres in Parcel J and
17 provide the Town with a Title Policy for same and shall depict
18 the nine acres on the Master Plan. The nine acres conveyed to
19 the Town are to facilitate the development of Bio-science/high
20 technology or life sciences uses; or for traffic mitigation or as
21 open space as determined by the Town Council.
 - 22 b) Prior to the issuance of any development permits, the Owner
23 shall contribute \$100,000 to the Town the use of which shall be

1 for workforce housing, or such other housing or neighborhood
2 programs determined by the Town Council to be a public benefit
3 to the Town.

4 c) Prior to the issuance of the first Certificate of Occupancy, the
5 Owner shall construct an approximately 921-foot pedestrian
6 path, the purpose of which is to connect two existing trailheads
7 at Taylor Road to the South Florida Water Management's
8 trailhead which is located along the north side of Indiantown
9 Road, and west of the main entrance to Riverbend Park. The
10 Owner shall construct a handicap ramp to connect the South
11 Florida Water Management's existing trail to the trail it is
12 constructing. Prior to the issuance of any development permits,
13 the Owner shall submit: (i) a site plan showing the proposed
14 location of the trail; (ii) an engineering plan for the proposed
15 trail; (iii) and a letter of agreement with the Department whereby
16 the Owner agrees to provide fill for, and complete the
17 construction of the trail extension prior to issuance of the first
18 Certificate of Occupancy. The plans and letter of agreement
19 shall be subject to the approval of the Town Attorney in
20 consultation with the Department.

21 d) Prior to the issuance of the first Certificate of Occupancy, the
22 Owner shall construct a sidewalk connection from the existing
23 sidewalk on the north side of Indiantown Road, west of the

1 Subject Property, to the existing trailhead which is located at the
2 underpass from Riverbend Park on the north side of Indiantown
3 Road, including a handicap ramp from the proposed sidewalk to
4 the existing trailhead. Prior to the issuance of any development
5 permits, the Owner shall submit: (i) a site plan showing the
6 proposed location of the trail; (ii) an engineering plan for the
7 proposed trail; (iii) and a letter of agreement to the Department
8 whereby Owner agrees to provide fill and complete the
9 construction of the trail extension prior to issuance of the first
10 Certificate of Occupancy. The plans and letter agreement shall
11 be subject to the approval of the Town Attorney in consultation
12 with the Department.

- 13 e) The Owner shall perform limited pavement widening and
14 pavement striping improvements along the south edge of the
15 westbound lanes of Indiantown Road beginning near the west
16 limits of the existing left-to-right 3 lane to 2 lane merge taper
17 section. The intended modifications shall establish a 1,320 foot
18 merge taper transition section conforming to Florida Department
19 of Transportation (FDOT) Index 17346. The final scope of the
20 modifications shall be as agreed to by the Applicant's Engineer,
21 Town Engineer, Town Traffic Engineer, Palm Beach County
22 (PBC) Roadway Production, and PBC Traffic. The
23 improvements shall conform to all applicable FDOT and PBC

design standards. The modifications shall be designed, permitted, and completed no later than December 31, 2015, subject to Palm Beach County's approval and permitting of the proposed improvements on Indiantown Road.

7) **PUD Waivers.** The Town Council finds that sufficient public benefits have been provided such that the Owner shall be entitled to the waivers to the Town's Land Development Regulations which are detailed below, so as to permit the development of the LAKEWOOD residential project:

- a) The use of unit types other than single-family detached, including multi-family (condominiums and villas) and zero-lot line units.
- b) A reduction in the minimum lot size for single-family lots from the required 10,000 sf, to a minimum of 6,500 sf.
- c) A reduction to the minimum lot width for single-family units from 75 feet to 50 feet minimum.
- d) A reduction to the minimum front setback for single-family units from 25 feet to 15 feet for side load garages or living area.
- e) A reduction to the minimum front setback for zero-lot line units from 25 feet to 15 feet for side load garages or living area.
- f) A reduction to the minimum front setback for multi-family units from 35 feet to 25 feet.

- 1 g) An increase to the maximum height of the perimeter wall
2 adjacent to the Florida Turnpike from 6 feet to 8 feet as
3 measured from the crown of the Turnpike.
- 4 h) A reduction of the standard local street right-of-way from 60 feet
5 in width to 44 feet.
- 6 i) The use of alternative street ends instead of cul-de-sacs for 10
7 residential dead end streets.
- 8 j) Elimination of the requirement for a midblock turnaround on
9 dead end streets over 500 feet.
- 10 8) **Water Quality.**
- 11 a) The Owner shall submit a comprehensive legacy phosphorus
12 mitigation strategy plan (the Plan) to the Department which shall
13 be subject to the approval of the Town Water and Stormwater
14 Utilities and the Loxahatchee River District (LRD). The Plan
15 shall include a schedule and details of proposed actions to fully
16 mitigate the legacy site phosphorus plus a stormwater discharge
17 monitoring program to verify proper mitigation of the
18 phosphorus. The Plan must achieve the approval of the Town
19 Water and Stormwater Utilities and LRD within 60 days of the
20 effective date of this Ordinance.
- 21 i. The Plan's on-site water quality monitoring program shall
22 include three sampling locations, the locations of which
23 are subject to the approval of the Town Water and

1 Stormwater Utilities. Samples shall be collected quarterly
2 and analyzed for phosphorus, nitrogen, suspended
3 solids, and turbidity. The sampling program shall be
4 initiated once all the lakes have been excavated and the
5 lake banks are stabilized.

6 ii. The Plan's program shall achieve the mitigation of
7 phosphorus so that no more than 47 parts per billion
8 (ppb) of phosphorus is discharged from the Subject
9 Property. Compliance with this metric shall be
10 determined relative to the geometric mean of phosphorus
11 levels recorded. Non-Compliance shall occur when the
12 source of the phosphorus is on the Lakewood property
13 and either (A) the total phosphorus geometric mean
14 exceeds 47 ppb when assessing all sites for a given
15 quarter, or (B) the total phosphorus geometric mean
16 exceeds 47 ppb when assessing any individual site for a
17 given year.

18 iii. If the Town Water and Stormwater Utilities determines
19 that phosphorus levels are exceeding 47 ppb and the
20 source is determined to be within the Lakewood property
21 and not coming from an off-site source, the Owner shall
22 immediately implement additional mitigation measures.
23 These measures shall be subject to the review and

1 approval of the Town Water and Stormwater Utilities. If
2 the 47 ppb total phosphorus limit is exceeded after lake
3 construction and initiation of the water quality monitoring
4 program, the Owner shall immediately implement
5 additional mitigation strategies to include the following in
6 the order listed:

- 7 1. Increase the retention volume within the water
8 management lake system by one foot (i.e., modify
9 the water control structure).
- 10 2. If the total phosphorus level of 47 ppb continues to
11 be exceeded in two subsequent sampling events,
12 then three aerators shall be installed within the
13 lake system.
- 14 3. If the total phosphorus level of 47 ppb continues to
15 be exceeded in two subsequent sampling events,
16 then an additional 10 acres of wetlands shall be
17 created on the Subject Property at its outfall, as
18 indicated on the Created Marsh Exhibit Plan
19 (sheet EX-1). The additional 10 acre wetland may
20 be permitted off-site, if permitted by the South
21 Florida Water Management District (SFWMD).

- 22 b) The water quality monitoring program shall be continued for a
23 period of five years. However, the sampling program may be

discontinued with prior approval of the Town Water and Stormwater Utilities provided the sample results demonstrate that there has been three consecutive years of phosphorus discharges which are below the maximum discharge limit of 47 ppb. Sample results shall be submitted to the South Florida Water Management District, the Town, and the LRD on a quarterly basis.

- c) Prior to issuance of the first Certificate of Occupancy, the Owner shall provide the Town a cash bond of \$500,000. This bond shall be held in a Town escrow account and shall be maintained to address any future related discharge water quality sampling results exceeding the 47 ppb limit established. Subject to the Town's directive, the cash bond shall be used by the Owner to cover the cost of any additional mitigation strategies, including but not limited to those listed above. The cash bond may only be released pursuant to the written approval of the Town Water and Stormwater Utilities, and provided there have been three years of total phosphorus monitoring results which demonstrate that discharges do not exceed the maximum discharge limit of 47 ppb. Irrespective of this cash bond being held by the Town, the Owner hereby agrees that it shall retain the sole responsibility for any water quality violations that may occur. The amount of the cash bond may be reduced to an amount no

1 lower than \$250,000 if the Town (Water and Stormwater Utilities
2 and Planning and Zoning Department) and the Loxahatchee
3 River District approve the Created Marsh Exhibit Plan (sheet
4 EX-1) showing the location of the 10 acre contingency wetland
5 required by the mitigation strategy per Condition #8.a.iii.3.

6 d) If the Owner cannot adequately mitigate the legacy phosphorus
7 on the Subject Property, and the Owner chooses not to utilize,
8 in whole or in part, the currently contracted allocation of
9 1,000,000 gallons per day of reclaimed water for the site, the
10 Owner shall submit to the Town Water and Stormwater Utilities
11 an amendment to the existing reclaimed water purchase
12 agreement between the Owner and LRD. The Owner agrees
13 that the amendment will document that the Owner shall retain
14 any and all financial responsibility for the continued contract
15 purchased of the 1,000,000 gallons per day of reclaimed water,
16 whether or not it is used on the Subject Property, until such time
17 the LRD determines that the contracted volume can be
18 assigned to a third party. The Owner shall also acknowledge
19 within said amendment with LRD that the Town is not obligated
20 to assume any financial impact as a result of the Owner's failure
21 to fulfill the contract with the LRD for the volume of reclaimed
22 water on the Subject Property.

1 e) The Owner shall include in the community association
2 documents a requirement that the lakes are to be maintained by
3 a lake maintenance company or on site personal with proper
4 training (Certified Lake Manager, Certified Lake Professional, or
5 Certified Environmental Professional). In addition, the
6 community association documents shall also prohibit the use of
7 fertilizer with phosphorus in on-site turf grasses.

8 9) **Site Plan.**

9 a) Site plans for the first individual residential pod submitted to the
10 Town for approval for each different type of residential product
11 (i.e., single-family, zero lot-line single-family, duplex, multi-
12 family, etc.) shall be subject to the review of the Planning and
13 Zoning Commission and review and approval of the Town
14 Council.

15 b) Site plans for the subsequent individual residential pods, the
16 community building and customer service building, and the
17 guardhouse facility may be approved administratively unless the
18 Department determines there is a substantial change and/or
19 that the site plan requires Town Council approval per Section
20 27-132.

21 c) The submission of any site plan applications for the commercial
22 parcel (Parcel J) shall be subject to the review of the Planning
23 and Zoning Commission and the approval of the Town Council.

1 d) Upon the submission of the final plans, and prior to issuance of
2 development permits, the Owner shall:

3 i. Provide a phasing plan for the common area
4 improvements of Lakewood's roads, lakes, utilities,
5 community buildings, green spaces, wetlands, and off-
6 site improvements; the driveway to the commercial
7 property (Parcel J) from Indiantown Road, entry
8 gatehouse facilities, and perimeter berms and landscape
9 buffers. The initial development program (Phase 1) shall
10 include:

- 11 1. All lakes and lake interconnect piping;
- 12 2. All landscaped berms around the Subject
13 Property's perimeter;
- 14 3. The landscaped berm around Parcel J, including
15 on the south side of the driving range;
- 16 4. The main entrance road off Aurora Drive into the
17 Lakewood residential community; the guardhouse
18 (including parking for and pedestrian access to the
19 guardhouse); the main loop road (Lakewood
20 Drive); and modifications to the Jupiter Country
21 Club clubhouse entrance (these items shall
22 include street lighting, street trees on common
23 property, sod and irrigation, and landscaping as

depicted for the entranceway and
community/service building);

5. The maintenance access road (the maintenance building, parking, and related landscaping shall be completed in a another phase and may be approved administratively unless the Department determines there is a substantial change and/or that the site plan requires Town Council approval per Section 27-132); and

6. All utilities shall be installed throughout those areas designated above for the initial phase including the main loop road.

ii. Provide a note on the Master Development Plan (sheet MP-1) that the overall green space for the Subject Property's 259.6 acres meets or exceeds 35%.

iii. Provide a note near the Typical Roadway Cross-Section on the site plan (sheet SP-1) stating: "Street trees on private property shall be maintained in perpetuity."

iv. Provide a Landscape Plan for the proposed 30 foot landscape buffer to be installed by the Owner on the south side of the Jupiter Country Club's driving range.

v. Remove the off-site created marsh from the Parcel 19 PUD Master Plan (sheet MP-1).

vi. The continuous screen walls between the Subject Property and Jupiter Country Club's golf club and driving range shall be revised to provide a combination of: berms, increased landscaping, lower walls and open areas to create views of the lakes and a more natural setting. The portion of the screen wall starting at the Country Club property line and at the intersection of Aurora Drive and Lakewood Circle may be comprised of a combination of walls, landscaping and/or berms as long as all parts remain opaque to a minimum height of six feet. In no case shall the total height of the berm and wall exceed six feet in height. The revised plan may be approved administratively unless the Department determines there is a substantial change and/or that the revised plan requires the Town Council's approval pursuant to Section 27-132 of the Town Code.

vii. The stop signs and stop bars shown at the golf cart path on Marsala Court east of the Aurora Drive turn off shall be replaced by "yield to golf carts" signs and yield paving markings. The site plan shall be revised to indicate two separate golf cart crossings as follows:

1. Immediately east of the intersection of Marsala Court and Aurora Drive:

- a. The stop sign and stop bar on Marsala Court leading eastward from the Clubhouse shall be located prior to the intersection with Aurora Drive.
 - b. A stop sign and stop bar shall be provided at the southbound lane of Aurora Drive at the intersection with Marsala Court.
 - c. A stop sign and stop bar shall be located on the northbound/westbound lane of Marsala Court just east of the golf cart crossing.
 - d. The golf cart crossing shall have stop signs for the golf carts prior to the marked crossing of Marsala Court near its intersection with Aurora Drive.
 - e. "Yield to golf cart" signs may be added if requested by the Jupiter Country Club.
- On Marsala Court south of the existing lift station:
- a. The golf cart crossing shall have stop signs for the golf carts prior to the marked crossing of Marsala Court south of the lift station.
 - b. "Yield to golf cart" signs shall be added if requested by the Jupiter Country Club.

10) **Commercial Parcel (Parcel J).** The Owner's development of the Parcel J shall meet the following requirements:

- a) All buildings shall be designed with a Tuscan architectural style or shall be compatible with the building materials used for the Jupiter Country Club.
- b) All signs shall be consistent with the regulations for the Parkway district of the Indiantown Road Overlay Zoning District.
- c) All landscaping shall be consistent with the landscaping standards of the Parkways District, including the street tree/plant palette for the Indiantown Road Overlay Zoning District Informal Slash Pine/Native Theme.

11) **Disclosures.**

- a) Upon the submission of the final plans, and prior to the issuance of any development permits, the Owner shall submit its proposed written disclosures to be provided to prospective purchasers of residential lots regarding the types of uses allowed on the Parcel J according to (i) the PUD Master Plan and (ii) the Town's Zoning Code. The disclosures shall be subject to the Town Attorney's review and approval. Once approved the Owner shall distribute these disclosures as part of the Lakewood marketing materials. Further, the disclosures shall be incorporated into the Owner's Purchase and Sales contracts.

1 b) The Owner shall disclose the following information to
2 prospective buyers by incorporating disclosures into the
3 Owner's Purchase and Sale contracts:

4 i. The frequency and potential noise from generator testing
5 on neighboring lots;

6 ii. The locations and regulations regarding tree protection
7 and maintenance required in the Homeowners
8 Association (HOA) documents and restrictions on the
9 removal of street trees.

10 iii. The overall littoral planting plan, including locations of
11 plants and trees and the potential for obscured lake
12 views from individual lots, as detailed in Condition #15)c),
13 below.

14 iv. The location of all lift stations proposed within the PUD,
15 including information about possible visibility of
16 equipment and antennas.

17 c) The Owner shall post signage on Parcel J and in the Lakewood
18 sales office that states "Future Commercial and
19 Bioscience/Research and Development uses."

20 12) ***Traffic and Transportation Improvements.***

21 a) Prior to issuance of the first development permit, the Owner
22 shall contribute \$10,000 to the Town which shall be dedicated to

1 improvements at the intersection of eastbound Indiantown Road
2 and the northbound ramp of I-95.

3 b) Prior to issuance of the first development permit, the Owner
4 shall contribute \$162,900 for the Owner's proportionate share of
5 the Island Way/Indiantown Road intersection improvements.

6 c) Prior to site plan approval for Parcel J, or any of the individual
7 residential pods within residential area known as Lakewood, the
8 Owner shall secure conceptual approval from Palm Beach
9 County of intent to approve and permit a driveway on
10 Indiantown Road to Parcel J, including the westbound right turn
11 lane. The Master Development Plan shall define the location of
12 the center line of the driveway from the east property line of the
13 Subject Property.

14 d) The deceleration lane from Indiantown Road into the
15 commercial parcel (Parcel J) shall be reduced in length. The
16 Applicant shall work with the Town Engineering Division to
17 determine the appropriate length. The deceleration lane shall be
18 no wider than 11 feet in width.

19 e) The Owner shall coordinate with the Town and Palm Beach
20 County to reduce the posted speed limit on Indiantown Road
21 between the Florida Turnpike and Marsala Court from 55 to 50
22 mph. Palm Beach County shall retain final determination on
23 speed limits on Indiantown Road.

1 13) ***Engineering.***

2 a) Prior to approval of a site plan for any individual residential pod
3 and prior to issuance of any development permit, the Owner
4 shall provide the horizontal control/geometry for the center line
5 of the spine road.

6 b) Concurrent with the submission of the Engineering Plans, the
7 Owner shall prepare and submit to the Town Engineer a replat
8 of the Subject Property. The replat shall establish the following:
9 the lake, wetland, community building and roadway tracts, each
10 residential and commercial parcel/pod, the perimeter buffer
11 tracts/easements, utility easements, etc. Replats of individual
12 tracts, pods, or parcels established as individual residential
13 parcels shall be submitted at such time as each residential
14 parcel is subdivided including related access roads. The Owner
15 shall secure a plat sufficiency approval from the Town Engineer
16 for any replat of an individual residential parcel/pod/tract prior to
17 the issuance of the first development permit within the subject
18 parcel/pod/tract.

19 14) ***Architectural requirements for residential.***

20 a) There shall be at least three architectural floor plans, two
21 elevations per floor plan, and six colors available for dwelling
22 unit in each of the residential parcels. The Architectural
23 plans/elevations for the first individual residential parcel for each

different type of residential product (i.e., single-family, zero lot-line single-family, duplex, multi-family, etc.) shall be subject to the review of the Planning and Zoning Commission and the approval of the Town Council. Any additional architectural plans/elevations for residential homes which are proposed may be approved by the Department.

b) No single family dwelling unit shall be constructed adjacent to another residence with the same elevation or color. In addition, no more than three of the same floor plans shall be permitted next to one another.

c) No residential units in Parcels N, P, and S located on the west or north side of the loop road can exceed 20 feet in height measured to the midpoint of the roof.

15) ***Landscaping.***

a) The Applicant shall revise the perimeter landscape buffer plan for Buffers A and B on sheet LB-1 and LB-2 to provide a minimum of 75 percent native plant coverage for all berms.

b) All street trees shall be a minimum of 16 feet in height at time of planting.

c) All street trees shall be maintained and replaced in perpetuity by the Owner and its successors and assigns, not the individual homeowners. To ensure the maintenance and replacement of street trees located on individual residential lots, the

Homeowners Association (HOA) documents shall provide the right of the HOA to enter each homeowner's lot to maintain and replace street trees as required by the PUD. Any changes to the HOA documents regarding street trees shall be subject to the review and approval of the Department. Only by action of the Town Council can this condition be modified.

d) Littoral plantings shall be maintained by the Owner or by the Homeowners Association upon turnover of the LAKEWOOD development to the Association.

e) The overall littoral planting plan shall be provided to all prospective buyers as part of the Owner's Purchase and Sale contracts in order to disclose where potential views may be obstructed along the lake system. The littoral planting plan shall be displayed in the sales office to ensure prospective buyers are aware of potentially obstructed views.

f) Perimeter buffers, including the approved landscape buffer easement along the east and south sides of parcel J and all loop road plantings (including littoral plantings not within individual residential pods) shall be approved and installed prior to issuance of the first vertical construction building permit.

g) Littoral plantings for the lake system and green space plantings shall be approved and installed for each parcel prior to the

1 issuance of any Certificate of Occupancies for individual homes
2 within each parcel.

3 h) All of the irrigation systems for the Subject Property shall be
4 designed to conserve water. Any drip, bubble or microjet, or
5 other irrigation system proposed for common areas, buffers, and
6 the loop road, within the Subject Property shall be subject to the
7 Town's approval and shall be installed prior to the issuance of
8 the first Certificate of Occupancy for the first residential unit.

9 16) ***Parks and Recreation.***

10 a) Prior to the issuance of any development permits, the Owner
11 shall pay to the Town a fee in lieu of the dedication of land for
12 recreation as required for residential parcels within a PUD. The
13 amount of the fee shall be based on the average of two
14 appraisals (one by the Owner and one by the Town, the Owner
15 shall pay for both appraisals) of 0.47 acres of improved land.

16 b) Prior to issuance of Certificates of Occupancy for 40 percent of
17 the total dwelling units approved for the residential area of the
18 Subject Property (aka: Lakewood), the community building shall
19 be constructed and issued a Certificate of Occupancy.

20 17) ***Water Concurrence.*** Within 60 days of the effective date of this
21 Ordinance, the Owner shall execute an amendment to the Parcel 19
22 PUD Water Service Agreement for the Subject Property.

- 1 18) **Signage.** Upon the Applicant's submission of the final plans, and prior
2 to issuance of development permits, the Owner shall submit a sign
3 program, including street signs and directional signs.

4 **Section 4.** The Town Council hereby finds that the Owner's
5 contribution to the Town's Workforce Housing Program, construction of a trail
6 and pedestrian sidewalk along Indiantown Road, and the conveyance of nine
7 acres within Parcel J as shown on the Master Plan are substantial public
8 benefits in exchange for the changes to the PUD, and the waivers of the land
9 development regulations to the Town Code.

10 **Section 5.** The Town Council hereby approves amendments to
11 Ordinance No. 17-04, which created the Parcel 19 PUD. The specific
12 amendments to Ordinance 17-04 are as follows:

13 22) Exterior site lighting shall be limited as follows:

- 14 a) ~~No exterior site street lighting within the north parcel~~
15 LAKEWOOD shall be permitted within 300 feet of the
- 16 north and west property lines ~~other than lighting required~~
17 ~~for Indiantown Road improvements and water control~~
18 ~~structures.~~
- 19 b) ~~Lighting associated with accessory use buildings shall be~~
20 ~~the only lighting permitted between 300 and 600 feet of~~
21 ~~the north and west property lines within the northern~~
22 parcel. Outside lighting within 300 feet of the north and

west property lines shall be shielded from the north and
west boundaries of LAKEWOOD.

c) All exterior site lighting within the ~~the north parcel~~
LAKEWOOD shall be designed to minimize glare and
light spillage, and shall be shielded from buffers and
natural areas to the greatest extent practicable.

23) No principal-use building within the ~~the northern parcel~~ LAKEWOOD
shall be permitted within ~~600~~ 300 feet of the northern and
western property lines. No residential buildings shall exceed 35
feet the north parcel in LAKEWOOD.

~~24) No more than six site plans for individual residential pods shall
be approved, and/or 585 residential building permits shall be
issued prior to the issuance of a building permit for the last
commercial building in Pod J.~~

Section 6. Should any section or portion thereof of this Ordinance be
declared by a court of competent jurisdiction to be invalid, such decision shall
not affect the validity of the remaining portion of this Ordinance.

Section 7. All Ordinances or parts of Ordinances in conflict herewith
are hereby repealed to the extent of such conflict.

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

Attachments:

1 Exhibit "A" – Legal description, Parcel 19 PUD

2 Exhibit "B" – Legal description, Lakewood

3

4

5 August 5, 2014

EXHIBIT A

All of the plat of Jupiter Country Club as recorded in Plat Book 108, pages 164 thorough 181, Public Records of Palm Beach County, Florida.

Together with:

All of the plat of Parcel 19 North – PUD, as recorded in Plat Book 109, pages 176 thorough 193, Public Records of Palm Beach County, Florida.

LEGAL DESCRIPTION

TRACTS A, B, B-3, B-4, C, C-1, C-2, E, F, G, H, J, LK-1, LK-3, LK-4 AND PARCEL 1 OF PARCEL 19 NORTH - PUD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

A PARCEL OF LAND LYING WITHIN SECTION 5, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF TRACT D OF PARCEL 19 NORTH - PUD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 40 SOUTH, RANGE 42 EAST; THENCE SOUTH 02° 10' 10" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 5, AS A BASIS OF BEARINGS, A DISTANCE OF 1,660.99 FEET; THENCE SOUTH 87° 49' 50" EAST, A DISTANCE OF 1,613.82 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 55° 08' 31" WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 532.00 FEET; A CENTRAL ANGLE OF 05° 42' 40", AND AN ARC LENGTH OF 53.03 FEET; THENCE NORTH 29° 08' 48" EAST, A DISTANCE OF 42.98 FEET; THENCE NORTH 30° 24' 34" EAST, A DISTANCE OF 43.51 FEET; THENCE NORTH 25° 07' 03" EAST, A DISTANCE OF 57.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 464.00 FEET, A CENTRAL ANGLE OF 13° 44' 24" AND AN ARC LENGTH OF 111.27 FEET; THENCE NORTH 38° 51' 27" EAST, A DISTANCE OF 110.83 FEET; THENCE SOUTH 81° 23' 36" EAST, A DISTANCE OF 29.05 FEET; THENCE SOUTH 82° 00' 13" EAST, A DISTANCE OF 27.69 FEET; THENCE SOUTH 80° 01' 17" EAST, A DISTANCE OF 27.04 FEET; THENCE SOUTH 71° 35' 00" EAST, A DISTANCE OF 27.06 FEET; THENCE SOUTH 58° 25' 10" EAST, A DISTANCE OF 30.53 FEET; THENCE SOUTH 55° 19' 59" EAST, A DISTANCE OF 30.14 FEET; THENCE SOUTH 48° 23' 48" EAST, A DISTANCE OF 24.56 FEET; THENCE SOUTH 40° 15' 59" EAST, A DISTANCE OF 32.96 FEET; THENCE SOUTH 31° 41' 28" EAST, A DISTANCE OF 34.52 FEET; THENCE SOUTH 40° 26' 38" EAST, A DISTANCE OF 33.74 FEET; THENCE SOUTH 26° 23' 29" EAST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 43° 42' 45" EAST, A DISTANCE OF 15.09 FEET; THENCE SOUTH 61° 50' 49" EAST, A DISTANCE OF 14.40 FEET; THENCE SOUTH 60° 37' 01" EAST, A DISTANCE OF 27.28 FEET; THENCE SOUTH 49° 58' 29" EAST, A DISTANCE OF 16.45 FEET TO THE POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 40° 01' 31" WEST FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 79° 48' 43" AND AN ARC LENGTH OF 52.93 FEET; THENCE SOUTH 29° 50' 14" WEST, A DISTANCE OF 198.34 FEET; THENCE SOUTH 38° 45' 10" EAST, A DISTANCE OF 5.03 FEET; THENCE SOUTH 14° 08' 36" WEST, A DISTANCE OF 89.07 FEET; THENCE SOUTH 74° 46' 55" WEST, A

DISTANCE OF 32.65 FEET; THENCE SOUTH 42° 55' 59" WEST, A DISTANCE OF 32.48 FEET; THENCE SOUTH 50° 35' 00" WEST, A DISTANCE OF 38.01 FEET; THENCE SOUTH 54° 11' 25" WEST, A DISTANCE OF 49.85 FEET; THENCE SOUTH 68° 01' 49" WEST, A DISTANCE OF 38.65 FEET; THENCE SOUTH 85° 17' 56" WEST, A DISTANCE OF 45.46 FEET; THENCE NORTH 74° 32' 43" WEST, A DISTANCE OF 44.36 FEET; THENCE NORTH 67° 22' 56" WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 51° 22' 48" WEST, A DISTANCE OF 68.80 FEET; THENCE NORTH 35° 27' 34" WEST, A DISTANCE OF 37.57 FEET; THENCE NORTH 25° 07' 54" WEST, A DISTANCE OF 58.36 FEET; THENCE NORTH 01° 46' 20" WEST, A DISTANCE OF 63.51 FEET; THENCE NORTH 23° 40' 52" WEST, A DISTANCE OF 56.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:

TWO (2) PARCELS OF LAND LYING WITHIN SECTION 5, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, SAID PARCELS OF LAND ALSO BEING PORTIONS OF TRACT B AND B-4 AS DEPICTED ON THE PLAT ENTITLED PARCEL 19 NORTH - PUD AS RECORDED IN PLAT BOOK 109, BEGINNING ON PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT B AS DEPICTED ON SAID PLAT ENTITLED PARCEL 19 NORTH - PUD; THENCE NORTH 09° 15' 53" WEST, AS A BASIS OF BEARINGS, ALONG THE WEST LINE OF TRACT B, A DISTANCE OF 100.56 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 03° 09' 14" WEST FROM SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,888.66 FEET, A CENTRAL ANGLE OF 01° 28' 17" AND AN ARC LENGTH OF 125.56 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS DEPICTED ON SAID PLAT ENTITLED PARCEL 19 NORTH - PUD; THENCE CONTINUE EASTERLY ALONG THE NORTH LINE OF TRACT B AND THE SOUTH LINE OF PARCEL 1, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,888.66 FEET, A CENTRAL ANGLE OF 00° 38' 25" AND AN ARC LENGTH OF 54.62 FEET TO REFERENCE POINT A, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT B-6 AS DEPICTED ON SAID PLAT ENTITLED PARCEL 19 NORTH - PUD; THENCE SOUTH 05° 15' 56" EAST ALONG THE EAST LINE OF SAID TRACT B AND THE WEST LINE OF TRACT B-6, A DISTANCE OF 100.00 FEET TO THE POINT ON THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 8319, PAGE 877 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 05° 15' 56" WEST FROM SAID POINT; THENCE WESTERLY, ALONG THE SOUTH LINE OF TRACT B AND THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,988.66 FEET, A CENTRAL ANGLE OF 01° 59' 20" AND AN ARC LENGTH OF 173.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT AFORESAID REFERENCE POINT A, THENCE NORTH 83° 46' 43" EAST, A DISTANCE OF 217.77 FEET TO THE NORTHWEST CORNER OF TRACT B-4 AND THE POINT OF BEGINNING, ALSO

BEING THE NORTHEAST CORNER OF TRACT B-6, SAID CORNER ALSO BEING ON THE SOUTH LINE OF PARCEL 2 AS DEPICTED ON SAID PLAT ENTITLED PARCEL 19 NORTH - PUD; THENCE NORTH 83° 27' 40" EAST ALONG THE NORTH LINE OF TRACT B-4 AND THE SOUTH LINE OF PARCEL 2, A DISTANCE OF 206.24 FEET TO A CORNER OF TRACT B-4, ALSO BEING THE NORTHWEST CORNER OF TRACT B-5 AS DEPICTED ON SAID PLAT ENTITLED PARCEL 19 NORTH - PUD; THENCE SOUTH 06° 32' 20" EAST, A DISTANCE OF 70.00 FEET; THENCE NORTH 83° 27' 40" EAST, A DISTANCE OF 45.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6,837.80 FEET, A CENTRAL ANGLE OF 03° 46' 47" AND AN ARC LENGTH OF 451.06 FEET, THE PRECEDING THREE (3) COURSES BEING ALONG THE EAST AND NORTH LINES OF TRACT B-4 AND BEING ALONG THE WEST AND SOUTH LINES OF TRACT B-5; THENCE SOUTH 02° 45' 33" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF TRACT B-4 AND THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 8319, PAGE 877 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 02° 45' 33" EAST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6,807.80 FEET, A CENTRAL ANGLE OF 03° 46' 47" AND AN ARC LENGTH OF 449.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83° 27' 40" WEST, A DISTANCE OF 252.07 FEET TO THE SOUTHWEST CORNER OF TRACT B-4 AND ALSO BEING THE SOUTHEAST CORNER OF TRACT B-6, THE PRECEDING TWO (2) COURSES BEING ALONG THE SOUTH LINE OF TRACT B-4 AND THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 8319, PAGE 877 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 06° 32' 20" WEST, ALONG THE WEST LINE OF TRACT B-4 AND THE EAST LINE OF TRACT B-6 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPT THE FOLLOWING:

A PORTION OF PARCEL 1, PARCEL 19 NORTH - PUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGES 176 THROUGH 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTH 41° 20' 43" WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 337.88 FEET; THENCE SOUTH 27° 25' 02" WEST ALONG SAID EAST LINE, A DISTANCE OF 900.00 FEET; THENCE SOUTH 04° 29' 41" WEST ALONG SAID EAST LINE, A DISTANCE OF 120.00 FEET; THENCE SOUTH 48° 24' 28" WEST ALONG SAID EAST LINE, A DISTANCE OF 197.20 FEET; THENCE NORTH 36° 11' 57" EAST, A DISTANCE OF 185.41 FEET; THENCE NORTH 23° 25' 07" EAST, A DISTANCE OF 317.04 FEET; THENCE NORTH 26° 06' 07" EAST, A DISTANCE OF 556.55 FEET; THENCE NORTH 31° 30' 18" EAST, A DISTANCE OF 101.04 FEET; THENCE NORTH 31° 29' 37" EAST, A DISTANCE OF 174.21 FEET; THENCE NORTH 31° 44' 56" EAST, A DISTANCE OF 164.06 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID PARCEL 1, AND THE POINT OF CURVE OF A NON TANGENT CURVE, CONCAVE TO THE SOUTH, OF WHICH THE RADIUS POINT LIES SOUTH 03° 46' 41" WEST, A RADIAL DISTANCE OF 612.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 07° 56' 34", A DISTANCE OF 84.84 FEET TO THE POINT OF BEGINNING.

Upon First Reading this 17th day of June, 2014, the foregoing Ordinance was offered by Councilor Wendy Harrison, who moved its adoption. The motion was seconded by Councilor Todd Wodraska, and upon being put to a roll call vote, the vote was as follows:

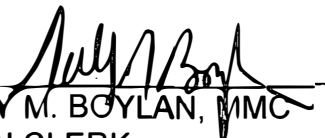
	AYE	NAY
MAYOR KAREN J. GOLONKA	Absent	
VICE-MAYOR ILAN KAUFER	X	
COUNCILOR WENDY HARRISON	X	
COUNCILOR JIM KURETSKI		X
COUNCILOR TODD R. WODRASKA	X	

Upon Second Reading this 15th day of July, 2014, the foregoing Ordinance was offered by Councilor Todd Wodraska, who moved its adoption. The motion was seconded by Councilor Wendy Harrison, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR KAREN J. GOLONKA	X	
VICE-MAYOR ILAN KAUFER	X	
COUNCILOR WENDY HARRISON	X	
COUNCILOR JIM KURETSKI		X
COUNCILOR TODD R. WODRASKA	X	

The Mayor thereupon declared Ordinance 47-13 duly passed and adopted this 15th day of July, 2014.

ATTEST:

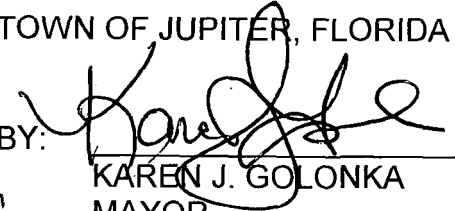

SALLY M. BOYLAN, MMC
TOWN CLERK

(TOWN SEAL)



TOWN OF JUPITER, FLORIDA

BY:


KAREN J. GOLONKA
MAYOR


THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

TOWN OF JUPITER
2026-2028 Proposed Strategic Plan



DATE	February 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	2026-2028 Proposed Strategic Plan Roundtable

EXECUTIVE SUMMARY

Staff has prepared the attached presentation for review and discussion during the Strategic Plan Roundtable. Items to be discussed are:

- An overview of the Strategic Plan process, Town Vision, Mission, and Strategic Results
- A brief progress update on the 2025-2027 Strategic Initiatives
- Council discussion on proposed revisions, new/modified initiatives and action items, and the timeline for 2026-2028

The 2025-2027 Strategic Plan identified 23 Strategic Initiatives supported by 44 Action Items to be completed over three years. In 2025, staff successfully achieved 3 Strategic Initiatives and completed 14 Action Items.

The proposed 2026-2028 Strategic Plan consists of 19 Strategic Initiatives and 32 Action Items.

To enhance clarity and transparency, a category system has been included to classify Action Items as completed, in-progress, recurring, or requiring Town Council advocacy or outside agency action. Newly proposed Action Items are marked with a green star for easy identification. Action items outlined in red reflect updates from the 2025-2027 Strategic Plan.

ANALYSIS

During the Roundtable, Staff is seeking direction from the Council on the following items:

1. Discussion and agreement on the proposed modifications and any additional modifications to the Town's Vision, Mission and Strategic Results;
2. Discussion and agreement on the proposed modifications, additions and completions for the proposed 2026-2028 Strategic Plan timeline.

Unless additional prioritization or discussion is necessary, staff will bring back an updated version of the 2026-2028 Strategic Plan based on tonight's discussion for adoption at the March 3, 2026 Town Council Meeting.

STRATEGIC PRIORITY

- Organizational Excellence
- Fiscal Responsibility
- Green, Blue & Open Spaces
- Manage Growth
- Mobility
- Safety
- Strong Local Economy
- Town Communication
- Unique, Small Town Feel

ATTACHMENTS

1. Town Vision, Mission, and Strategic Results
2. 2026-2028 Proposed Strategic Plan Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

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



Town Vision, Mission, and Strategic Results



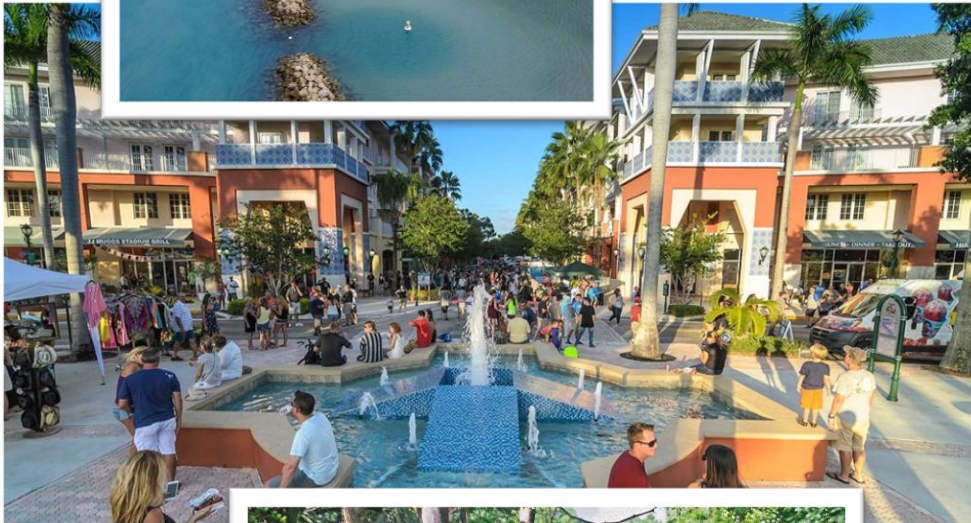
Town Mission

“We provide exceptional municipal services that add value to resident’s lives and businesses while ensuring a long term, sustainable community.”



Town Vision

“Jupiter is a distinctive coastal community committed to preserving its unique character and history and vibrant, small-town feel.”



Strategic Results

Jupiter's strategic plan contains nine strategic results, which represent the outcomes Jupiter aims to achieve.

Each strategic result and its full definition is listed on the following pages.



Green, Blue & Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.



Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.



Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.



Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.



Strong Local Economy

Support local businesses, create a business-friendly environment.



Safety

Keep citizens and businesses safe.



Town Communication

Support and enhance open two-way communication between the Town and its residents and businesses.



Mobility

Improve mobility for all modes of transit.



Organizational Excellence

Organizational governance; internal support and services.

Green, Blue And Open Spaces



Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.

- Enhanced entries at major gateways such as I-95 and the Florida Turnpike; beautified medians.
- Natural vegetation and trees preserved.
- Focus on the waterways and the upland areas adjacent to the water.
- Dog-friendly beach maintained with pedestrian-friendly and easy access.
- Clean, safe beaches and public facilities maintained.
- Greenway and blueway systems promoted.
- Parks that are clean and safe, with shade, trees, drinking fountains, and bathrooms.
- Landscaping public areas with sustainable, native plants.
- Balanced process for tree removal and replacement.
- Access and use of green space increased. More open spaces and natural areas for protection of the environment.
- Water reuse encouraged and increased.



Fiscal Responsibility



Prepare and manage budget; maintain fiduciary responsibility.

- Good stewards of tax dollars and good asset management.
- Town's financial sustainability and the costs associated with Jupiter's quality of life balanced to show value to residents and businesses.
- Projects and investments reviewed and cost-justified.
- Competitive staffing levels, pay and benefits for all categories of employment.
- Transparency promoted; budget and accounting practices published and available.
- Taxes, water rates and user fees kept reasonable and in-line with the Consumer Price Index (CPI).
- Audit Committee and Police Pension Board supported by Town Council and staff.



Unique, Small Town Feel



Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

- The Town creates, maintains, promotes and enables access to special, open spaces, parks and beaches, and bike and walking paths where residents can pursue an active, outdoor lifestyle.
- The essence of “uniquely Jupiter” is seen in the aesthetics and physical attributes of the community.
- Historical sites and landmarks supported and preserved in harmony with surrounding development.
- Residents are engaged in volunteer efforts that create a sense of community, civic pride and neighborliness to support what is uniquely Jupiter.
- The Town supports and advocates for railway quiet zones.
- Older shopping centers are revitalized to enhance aesthetics and provide valued services to the community.
- JTAA is a thriving youth sports organization working in partnership with the Town and local schools to provide high-value recreational programs for youth.
- Entertainment, cultural, community and recreational activities and organizations for residents of all ages are offered by the Town or supported through partnerships with community organizations.
- Access to health services is provided for all residents, and residents practice healthy habits, activities and lifestyles.



Manage Growth



Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

- Inlet Village redeveloped at a pedestrian scale, emphasizing its history and coastal assets.
- Impacts of development decisions occurring outside the town evaluated and addressed.
- Comprehensive plan updated as needed to support long-term planning, sustainability and quality of life.
- Development that is in harmony with the natural environment, considering green space, beautification, and impacts on habitats and wildlife.
- Low-scale development with sufficient setbacks and open spaces.
- Incentives for development and re-development created where needed.



Strong Local Economy



Support local businesses, create a business-friendly environment.

- Economic growth promoted to achieve a diversity of businesses.
- Bioscience cluster initiatives prioritized including ancillary and support businesses.
- Small business growth encouraged, and “Buy Local/Shop Local” supported. Consideration for large businesses with the right fit for the community.
- Partnerships with Chamber of Commerce and business associations and participation in business events.
- Housing supply and workforce development efforts to support business growth.
- Business, tax, and small business incentives and assistance provided.
- Eco and heritage tourism promoted through tournaments and special events.
- Assistance provided to help Abacoa Town Center as required to remain successful.
- Schools and universities with programs to support business needs.
- Partnerships supported between bioscience, Florida Atlantic University and Jupiter Medical Center.



Safety



Keep citizens and businesses safe.

- Safety enhanced for all modes of traffic (boats, kayaks, motor vehicles, bicycles and pedestrians) in order to reduce accidents in roadways, parking lots and on our waterways.
- The Jupiter Police Department leverages community partnerships, technology and environmental design to create awareness, identify and prevent criminal activity.
- The Jupiter Fire Rescue Department leverages community partnerships, advanced technology, and proactive safety strategies to enhance emergency preparedness, deliver rapid response services, and promote fire prevention awareness throughout the community.

- The capabilities (training, personnel, equipment, technology) of the Police Department & Fire Rescue Department align with the growth and needs of the community.
- The Town works with residents and businesses to revitalize the older neighborhoods.
- Customers have access to drinking water that meets or exceeds required safety standards.
- The Town plans and prepares for natural and man-made disasters to maintain the safety of the community.
- Beaches, parks, bike paths, pedestrian facilities, kayak and paddle launches are well-maintained, safe and clean.
- Neighborhoods and commercial areas are safe, and crime rates are lower than similar communities.
- Opportunities exist in the community to keep school-aged children engaged and safe.
- Freight and passenger rail solutions implemented in a way that maintains safety and access for emergency services.
- Cost-effectiveness for public safety services (fire rescue, police, and health/EMS) continuously monitored and improved.



Town Communication



Support and enhance open, two-way communication between the Town and its residents and businesses.

- Upfront and honest communication that is fair, open, and timely.
- Citizen and community inputs captured and responded to in a timely manner.
- Continuous improvement of mass communication methods (web, email, notices, flyers, TV, newsletters, Jupiter U, social media).
- Transparency of government and council maximized.
- Residents and businesses impacted by potential development and redevelopment areas engaged and informed.
- Increased use of citizen and community input from a variety of sources to capture balanced and effective representation of community views.
- Greater citizen involvement and additional outreach, including under-represented areas.
- Improved communication between and within the Town, the public, and the Council.



Mobility



Improved mobility for all modes of transit.

- Traffic flow improved through light timing, speed limit control, traffic calming and other methods to achieve levels of service identified in comprehensive plan.
- Traffic mitigation plan implemented for roadways not meeting the Town's level of service standards.
- Parking managed effectively without adding any additional parking fee areas in the Town.
- Traffic laws enforced, including speeding, red-light running, and parking violations.
- Additional transportation modes encouraged to support less driving and change driving behavior to reduce congestion (shuttles, carpooling, public transportation, off-peak travel, public transportation for the disabled).
- Bike paths improved and increased. Bike lanes and bike parking managed to provide more protected and safer bike paths, especially in high-hazard areas.
- Impacts of school drop-off and pick-up mitigated.
- Growth and commerce encouraged that helps to manage traffic flow (encourage industries with off-peak trips).
- Enhanced public safety (pedestrian, vehicle crossings, bridge) and quiet zones along rail corridor.
- Pedestrian-friendly community with effective system of sidewalks and bike paths.
- Safe boating and boat-mobility encouraged



Organizational Excellence



Organizational governance; internal support and services.

- Sufficient investment in organization's infrastructure to maximize productivity, enhance performance and develop technical and leadership skills.
- Overall costs of Town government managed to enable a sustainable future.
- Employees valued and invested in the achievement of strategic and operational results through engagement, communication, a team environment, and a culture of continuous improvement.
- Town facilities and buildings maintained to allow for a safe, functional working environment.
- A professional, highly-motivated Town workforce that receives competitive compensation and benefits based on employee achievement.
- Town services delivered in a way that is valued by residents and businesses, cost-effective, efficient, and with a high degree of customer service.
- Skilled leadership and workforce that is sustainable for the long-term.
- A workforce and culture that is responsive and adaptive to new concepts and changing environments.





2026-2028 Proposed Strategic Plan

*Strategic Initiatives, Action
Plans, and Timeline*



Roundtable Objective:

“To evaluate the Town's current strategic initiatives and associated action plans to ensure alignment with the Town Council’s priorities and objectives for the 2026-2028 Strategic Planning process.

Items to review:

- Town Vision, Mission, and Strategic Results for modifications.
- 2025-2027 Strategic Plan results.
- 2026-2028 Proposed Strategic Plan initiatives, action plans, and timeline.

Build consensus:

- Agree on modifications and additions to the proposed Strategic Plan.
- Support proposed updates to the initiatives, action plans and corresponding timelines.



The Strategic Plan Drives Activities and the Financial Plan

- The “roof” of the house – the vision and mission - spans over the entire structure at the highest level.
- The “floors” of the house are the components that comprise the structure of the building.
- The foundation is a solid financial plan that supports the rest of the house.



2025 – 2027 Strategic Plan Results



In Progress
14 strategic initiatives
17 action plans



Recurring
2 strategic initiatives
3 action plans



**Require Town Council or
outside agency action**
4 strategic initiatives
10 action plans



Completed
3 strategic initiatives
14 action plans



2025 – 2027 Strategic Plan Accomplishments

Fully Completed Strategic Initiatives & Action Plans

#	Completed Strategic Initiative	Completed Action Plan
1	Athletic Facility Usage	Formalize the athletic facility allocation process, including applications and policies for use, schedules, and fee parameters.
2	The Arts	Plan, develop, and successfully host the Harbourfest event in collaboration with the Palm Beach North Chamber.
3	Community Webcams	Select a contractor and develop an implementation and roll-out schedule of locations.

Completed Action Plans for Ongoing Strategic Initiatives

#	Ongoing Strategic Initiative	Completed Action Plan
4	Fire Rescue Strategy	Receive COPCN certification.
5	High Speed Rail	Secure quiet zone designation.
6	Western Portion of Indiantown Road	Monitor and provide regular progress updates to the Town Council on the under-construction Indiantown Road Phase 1 eastbound and westbound auxiliary lane project to ensure alignment with traffic improvement goals and schedule.



2025 – 2027 Strategic Plan Accomplishments, cont'd

Completed Action Plans for Ongoing Strategic Initiatives, cont'd.

#	Ongoing Strategic Initiative	Completed Action Plan
7	South Island Way	Town Council to approve design and construction plans.
8	US 1 Bridge	Monitor bridge construction activity in order to ensure FDOT and contractor scope of work is realized.
9	US 1 Bridge	Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.
10	Sustainability Plan	Present the results of the Vulnerability Study to the Town Council during a roundtable discussion.
11	Recreation Facility Master Plan	Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).
12	Piatt Place	Develop and approve a site plan for the Riverwalk loop; public safety and public water access; and park amenities.
13	Maintenance Facility	Develop and present a renovation and future use plan for Town's Maintenance Facility property or site.
14	Comprehensive Plan Revision	Continue to modify land use and zoning designations on key parcels, as identified through the 2023 EAR amendments approved by Town Council, through the Future land use map and rezoning process.



Other Proposed Changes to Strategic Initiatives & Action Plans

#	Strategic Initiative	Action Plan
1	Anchored Vessels	Annually, present an update to the Town Council on removal efforts and potential legislative opportunities.
2	Areas of Local Importance	Define & approve the Center Street/Alternate A1A Redevelopment Overlay Area.
3	Vehicle & Pedestrian Traffic Management & Mitigation	Annually, by the end of the first quarter, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.
4	Vehicle & Pedestrian Traffic Management & Mitigation	Pursue and secure project budget commitments from other agencies.
5	Protect Local Seagrass & the Loxahatchee River	Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection.
6	Comprehensive Plan Revision	Identify and prioritize sections with the comprehensive plan as it relates to workforce housing and transportation and take appropriate steps to update.

Represents entire strategic initiative and associated action plan.



2026 – 2028 Proposed Strategic Plan & Timeline



01/22/26



The following pages detail a **three-year timeline** of the proposed strategic initiatives and their action plans by category.



New
2 strategic initiatives
8 action plans



In Progress
12 strategic initiatives
13 action plans



Recurring
1 strategic initiative
1 action plan



**Require Town Council or
Outside Agency Action**
4 strategic initiatives
10 action plans

Note:

Action plans outlined in red reflect modifications and/or additions from the 2025 – 2027 Strategic Plan.





Proposed 2026-2028 Strategic Plan

SAFETY



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

												CY 2026				CY 2027				CY 2028			
Initiative and Action Plans												Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Fire Rescue Strategy: Determine a long-term strategy for fire rescue services for Jupiter residents.																							
	Complete construction of two station locations and begin providing fire rescue services.																						
	Achieve accreditation from multiple governing bodies, prioritizing ISO certification.																						
High Speed Rail: Prepare for the introduction of high-speed rail through the Town of Jupiter by investigating and advocating for appropriate safety measures.																							
	Work in partnership with the FEC and Brightline to complete safety fencing to include critical unfenced areas in the Town of Jupiter not covered by Brightline. ¹																						
Public Safety Training: Develop a plan for an enhanced public safety training program.																							
	Evaluate current training spaces and resources, identifying opportunities to enhance and reconfigure them to improve public-safety training.																						
	Explore and establish partnerships for enhanced public-safety training opportunities.																						



¹ The success of this action plan is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Proposed 2026-2028 Strategic Plan

MOBILITY



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

						CY 2026				CY 2027				CY 2028			
Initiative and Action Plans						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Vehicle & Pedestrian Traffic Management & Mitigation: Enhance and update the Town's traffic mitigation plans for roadways not meeting the Town's level of service standards; and employ strategies to reduce the number of accidents and bike/ped/vehicle conflicts.																	
	Participate in Palm Beach County's transportation master planning effort by advocating for Jupiter's interests. ¹																
	Evaluate locations and complete construction of phase two of the pedestrian activated crosswalk project.																
	Prioritize locations and funding for collector roadway lighting projects.																
	Develop a plan for education, training and new or modified regulations for electric bicycles.																

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Proposed 2026-2028 Strategic Plan

MOBILITY



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

Initiative and Action Plans	CY 2026				CY 2027				CY 2028			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Western Portion of Indiantown Road: Pursue implementation of various roadway capacity improvements and traffic mitigation solutions.												
 Monitor the design and construction progress of the Indiantown Road Phase 2 eastbound (Central Blvd. to Chasewood Plaza) and westbound (from west of Mobil gas station to eastern end of Phase 1 work) auxiliary lane project. Maintain regular communication with FDOT to anticipate funding needs. ¹												
 Encourage FDOT to fund, study, design and construct intersection and roadway improvements on Indiantown Road from Central Blvd to Maplewood Drive. ¹												
 Monitor the progress of the Project Development and Environment (PDE) phase for the intersection at Indiantown Road and Central Boulevard to include improvements to evaluate the feasibility and impact of a displaced left-turn design for enhanced traffic flow and safety. ¹												
 Support the evaluation of the Indiantown Road cross-access concept at Maplewood Drive and Center Street to connect private commercial properties via a bridge, improving access management and traffic flow. ¹												
 Pursue the use of Adaptive Traffic Signal Control (ATCS) technology to enhance overall traffic signalization timing along the corridor to mitigate traffic congestion. ¹												
 Based on Palm Beach County's test results for Adaptive Traffic Signal Control (ATSC) technology, secure funding (i.e., through FDOT, Palm Beach County, etc.) and develop plan to implement.												

¹ The success of this action plan is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.





Proposed 2026-2028 Strategic Plan

MOBILITY



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

						CY 2026				CY 2027				CY 2028			
Initiative and Action Plans						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
US 1 Bridge: Monitor construction and impacts of the US 1 Bridge.																	
	Monitor and provide updates as needed to the Town Council on FDOT landscape improvement commitments to mitigate any adverse aesthetic impacts to Jupiter Cove. ¹																
Center Street Corridor: Palm Beach County redesign of Center Street from Loxahatchee River Road to Florida State Road A1A Alternate.																	
	Collaborate and partner with Palm Beach County to ensure resident input is incorporated for the redesign of Center Street.																
South Island Way: Advance South Island Way																	
	Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties. Collaborate with owners of required ROW to secure necessary ROW. ¹																
SUN Trail / East Coast Greenway: Advocate for Jupiter's interests for FDOT's SUN Trail / East Coast Greenway project.																	
	Monitor and advocate for funding for FDOT's SUN Trail/East Coast Greenway project.																



¹ The success of this action plan is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.



Proposed 2026-2028 Strategic Plan

GREEN, BLUE AND OPEN SPACE



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

						CY 2026				CY 2027				CY 2028			
Initiative and Action Plans						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Protect Open Space: Enhance access and use of green space by providing more open and natural areas for protection.																
	Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.																
	Protect Local Seagrass and the Loxahatchee River: Enhance the natural vegetation and promotion of our bluewater systems by evaluating and protecting our local seagrass beds and improve the water quality in the Loxahatchee River.																
	Enhance the treatment of stormwater runoff into Sawfish Bay by designing a flushing channel to protect vital ecosystems and support seagrass restoration.																
	Resiliency Plan: Implement resiliency efforts for the Town.																
	Using the Vulnerability Study as a guiding document, implement stormwater and other resiliency efforts through the annual CIP process and by securing grants.																





Proposed 2026-2028 Strategic Plan

UNIQUE, SMALL TOWN FEEL



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

						CY 2026				CY 2027				CY 2028			
Initiative and Action Plans						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Recreation Facility Upgrades: Upgrade and enhance the Town’s indoor and outdoor recreational facilities and parks to support youth and adult recreation activities.																	
	Using the Recreation Master Plan as a guiding document, prioritize upgrades to the Town's aging parks through the yearly CIP process.																
	Explore a partnership with Palm Beach County to upgrade the West Jupiter Community Center and overall site to create more available indoor space. ¹																
Piatt Place: Determine future use and development plan for Town-owned property.																	
	Construct the Riverwalk loop; public safety and public water access; and park amenities.																

¹ The success of this action plan is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.





Proposed 2026-2028 Strategic Plan

UNIQUE, SMALL TOWN FEEL



New



In Progress



Recurring



Requires Town Council or outside agency action



Modifications / Additions from previous plan

						CY 2026				CY 2027				CY 2028			
Initiative and Action Plans						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Baseball/Roger Dean Chevrolet Stadium: Continue community partnerships with Major League Baseball and Roger Dean Chevrolet Baseball Stadium.																	
 Complete field usage agreement.																	
A1A and Jupiter Beach Road Roundabout: Enhance the A1A & Jupiter Beach Road roundabout.																	
 Engage with the Art Committee to propose and develop a plan for a decorative and aesthetic element for the roundabout at A1A and Jupiter Beach Road.																	
Historic Preservation: Continue efforts to protect and celebrate the Town's heritage.																	
 Continue efforts to collaboratively work with the Suni Sands property owner to respect and preserve the unique archeological and historic nature of portions of the site. ¹																	

¹ The success of this action plan is recognized as a priority of the Town Council. Town staff will actively support this initiative by providing regular updates and relevant information. Ultimately, it is within the Town Council's purview to leverage their collective influence to drive progress, whether through engagement with regional planning boards, the adoption of Resolutions, or other advocacy efforts aimed at achieving the desired outcomes.





Proposed 2026-2028 Strategic Plan

ORGANIZATIONAL EXCELLENCE



New



In Progress



Recurring



Requires Town
Council or outside
agency action



Modifications /
Additions from
previous plan

						CY 2026				CY 2027				CY 2028			
Initiative and Action Plans						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Municipal Complex: Update and revise masterplan and continue improvements.																	
	Complete phase two construction of the Law Enforcement Memorial located at the Jupiter Police Department.																
	Complete construction of a Town Council memorial located within the Town green.																
	Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.																
Maintenance Facility: Develop a master plan for the Town’s Maintenance Facility property.																	
	Design and construct phase 1, vehicle maintenance facility.																



Town Council Feedback Requested:

Roundtable Objective:

- To evaluate the Town's current strategic initiatives and associated action plans to ensure alignment with the Town Council's priorities and objectives for the 2026-2028 Strategic Planning process.

Town Council Feedback Requested:

- Any modifications or additions to:
 - Town Vision?
 - Town Mission?
 - Strategic Results?
 - Proposed 2026 – 2028 Strategic Plan, initiatives, action plans, or timelines?

Items Reviewed:

- Town Vision, Mission, and Strategic Results for modifications.
- 2025-2027 Strategic Plan results.
- 2026-2028 Proposed Strategic Plan initiatives, action plans, and timeline.

Next Steps:

- Finalization & Adoption (March 3, 2026)



For more information:

www.jupiter.fl.us/strategicplan



01/23/26

