AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 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.

Order of Business for Quasi-Judicial Hearings:

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

PROCLAMATION

1. Bicycle Month — March 2026. #

CITIZEN COMMENTS

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

MINUTES

2. February 17, 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

3. **Police Officers Pension Modifications/Update**

A. **Ordinance 12-26, Second Reading,** Amendment of Offset Healthcare Premiums Supplemental Retirement Benefits of the Police Officers Retirement Fund.

B. **Ordinance 13-26, Second Reading,** Amendment of DROP Supplemental Retirement Benefits of the Police Officers Retirement Fund.

C. **Ordinance 14-26, Second Reading,** Correction relating to the Police Officers Retirement Fund Pension Ordinance.

PUBLIC BUSINESS

4. Adopting the 2026-2028 Strategic Plan.

5. Approving a purchase order to DXP Enterprises (dba Carter & VerPlanck) for two nanofiltration scrubber pumps for an amount of $84,485.

6. Approval of an amendment to Unit Price Contract W2334 (Deevan, Inc.) and authorization of Work Order 49 for the Abacoa Temporary Fire Station Project

7. **Resolution 23-26,** Approving a Local Funding Agreement with FDOT for the Western Indiantown Road Improvements Project – Phase II.

8. **Resolution 26-26,** Approving a Continuing Services Contract to Advanced Archaeology Inc. for Historic and Archaeological Services in an amount not to exceed $50,000 annually.

9. **Resolution 39-26,** Renewal of the Barry Kaufer Veterans Building Permit Discount Program.

REGULAR AGENDA

PUBLIC HEARING

10. **POSTPONED TO 3/17/26**

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. East Side of Island Way

Ordinance 7-26, Reconsideration of 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;

B. West Side of Island Way

Ordinance 3-26, First Reading, 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; and,

Ordinance 8-26, First Reading, 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. (2nd Reading TBD)

11. **Resolution 38-26**, *Quasi-Judicial,* Piatt Public Safety Marina and Park – Site Plan & Special Exception.

ROUNDTABLE

12. Fire Non-Ad Valorem Assessment Discussion.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
Tuesday, March 17, 2026 7:00 p.m. — Town Council Chambers
Tuesday, April 7, 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, FEBRUARY 17, 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.

PRESENTATION

1. Town-wide Flood Vulnerability Assessment.

Ms. Rebecca Wilder, Assistant Director of Utilities, presented the Town-Wide Flood Vulnerability Assessment presentation, which included background information, explanation of the methodology and approach, overview of the process, key findings, focus areas and maps, previously completed improvements, recently completed projects, projects in progress and future initiatives, and next steps.

Councilor Guisinger inquired whether enhanced modeling or additional data was needed for the areas identified needing future investigation. Ms. Wilder stated enhanced modeling would be beneficial. Councilor Guisinger next asked about the timeframe for further evaluation of those areas. Ms. Wilder stated Staff would first like to conduct a deeper analysis during the Stormwater Master Plan Update. If it was determined that additional projects were needed, Staff would develop conceptual projects and align them with the Capital Improvement Plan (CIP) for approval by Council. Councilor Guisinger asked whether those projects would be included in the five-year plan, and Ms. Wilder stated inclusion would depend on the severity of the findings.

Councilor Guisinger next asked about the timeframe for enhanced modeling. Ms. Wilder stated Staff were preparing to begin updating the five-year Stormwater Master Water Plan this year, which typically takes a year, and would proceed based on the findings.

Councilor Sundstrom inquired whether during the near-term review they could update policy and standards through the Water Master Plan. Ms. Wilder stated Staff was currently updating the Construction Standards document that is used to guide

development and noted that policy updates related to development would require collaboration with the Building and Planning and Zoning Departments.

Councilor Sundstrom expressed appreciation for the assessment and the options it provides for the Town to enhance stormwater activities and provide more resilience. She also noted that the Town had submitted eight projects for State appropriation funding, four of which were related to drainage and water quality improvements.

Vice-Mayor Delaney asked what area was vulnerable within Area Four (Maplewood Drive Area) of the future focus areas. Ms. Wilder stated that in the modeling efforts, portions of Maplewood Drive have a minimal to moderate flood risk and require additional research.

Councilor Choy inquired about the Town's relationship with Palm Beach County (PBC) when addressing current and future flood mitigation needs. Ms. Wilder stated Staff works strategically with partner agencies and municipal partners and she relayed that they had shared with PBC the flood risk score and the Vulnerability Assessment report for the Center Street roadway improvements.

Mayor Kuretski commended Staff for the thorough report and noted that Stormwater Utilities have focused on flood-prone areas for some time, and many improvements have been completed in those areas. He asked whether the northern portion of Maplewood Drive was the area requiring improvement. Ms. Wilder confirmed that it was. Mayor Kuretski asked whether Staff had evaluated unincorporated areas within the annexation boundary. Ms. Wilder confirmed they had.

Mayor Kuretski inquired whether the salinity barrier structure operates by gravity or pump. Ms. Wilder explained it was an amalgamate and is gravity-operated with a controlled elevation that allows it to open automatically when upstream canal levels rise.

Mayor Kuretski asked whether the primary risk for the barrier was salinity or outflow. Ms. Wilder stated that the structure is a critical asset that relieves upstream flooding, including in the Heights community, and protects the Town's wellfields by preventing saline water from intruding inland. She noted it functions both ways, and what drives the risk is that since Sims Creek is a tidal water body, during sea level rise and storm surge events, it impacts the ability for the barrier to open when there are flooding conditions.

Mayor Kuretski asked whether the risk was of salinity getting upstream or flooding and noted the high priority due to the number of homes dependent on proper outflow. Ms. Wilder stated the primary driver for risk was flooding.

Mayor Kuretski next inquired whether the Riverbend Repump Station serves drainage or water. Ms. Wilder stated it includes a pump station and a ground storage tank serving western communities and houses, a generator, and electrical control center that powers the wellfield. Mayor Kuretski asked whether electrical components and pumps need to be elevated, and Ms. Wilder confirmed they did.

Mayor Kuretski asked for clarification regarding the statement that 80% of roads could be underwater. Ms. Wilder explained that more than 50% of roadway segments could experience up to 80% flooding under one or more modeled scenarios. She noted that the Town considers a road to be severely flooded if there was more than six inches of water on that roadway during the model.

Mayor Kuretski stated he was comfortable that the Town has a roadmap in place for future mitigation efforts.

2. JFRD Update.

Fire Chief Donatto provided an update on Jupiter Fire Rescue Department (JFRD). He stated that JFRD remains on schedule and on budget. He provided an update on the January 14th transition meeting staff held with the Palm Beach County Fire Rescue (PBCFR) leadership team, noting that they established a framework for consistent coordination meetings to ensure a smooth transition of fire services. He also noted that PBCFR and JFRD would conduct a walkthrough of the Abacoa Fire Station on February 20th. Chief Donatto expressed gratitude to Chief Woodside, Chief Rowley and Chief DeRita for their commitment to a smooth transition of services.

He continued his presentation by stating that the construction of the two new fire stations remains on schedule and on budget, and they are both expected to be substantially completed by May 1, 2026.

He next provided an update on the Glance Traffic Preemption system. He noted that the system has been installed and is operational at five intersections on western Indiantown Road.

Fire Chief Donatto next provided an update on the hiring of operational personnel, which began in December 2025. The Town has received over 1,500 applications for the 90 positions. He stated that the selections for the 12 Fire Captains and 12 Lieutenants were expected to be completed within the next few weeks, and interviews were underway for the 66 Driver Engineers and Firefighters, with selections expected by the end of March. Fire Chief Donatto expressed gratitude for the Human Resources Department and all their work in keeping everything on schedule, considering the high volume of quality applicants.

Vice-Mayor Delaney expressed his excitement for the Glance Traffic Preemption system. Fire Chief Donatto Chief noted that PBCFR was currently using the system in Jupiter.

Councilor Sundstrom stated she was glad PBCFR could use the system to benefit residents now. She also asked if any data was available related to response times.

Councilor Guisinger thanked PBCFR for their efforts regarding a smooth transition.

Mayor Kuretski and Chief Donatto discussed the Glance Traffic Preemption system activation and the use of emergency lights.

CITIZEN COMMENTS

Mr. Heath Wintz, resident of Sioux Street, discussed his concerns regarding the Jones Creek Restoration project, and asked whether the Town had relieved the contractor of its contractual obligations. He also requested additional information regarding the contractor's general terms and conditions.

Mayor Jim Kuretski stated that Staff would follow up with Mr. Wintz.

Mr. Eric Weitze, resident of Ocean Grande, thanked the Fire Chief for his hard work, and expressed his appreciation to the Town for its efforts on maintaining the sea grapes.

MINUTES

3. February 3, 2026, Town Council Meeting Minutes.

Councilor Guisinger moved to approve February 3, 2026, Town Council Meeting Minutes, as amended; 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.

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

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

4. **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, Second Reading,** Voluntary annexation

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

B. Ordinance 5-26, Second 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.

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

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

5. Police Officers Pension Modifications/Update

A. Ordinance 12-26, First Reading, Amendment of Offset Healthcare Premiums Supplemental Retirement Benefits of the Police Officers Retirement Fund.

Title for Ordinance 12-26 was read by Mr. Baird.

B. Ordinance 13-26, First Reading, Amendment of DROP Supplemental Retirement Benefits of the Police Officers Retirement Fund.

Title for Ordinance 13-26 was read by Mr. Baird.

C. Ordinance 14-26, First Reading, Correction relating to the Police Officers Retirement Fund Pension Ordinance.

Title for Ordinance 14-26 was read by Mr. Baird.

6. Planet Kids – Applications for two parcels totaling 1.4+/- acres located at 6910 174th St N and the corner of 147th St N and 68th Terrace N, to request the following.

A. Ordinance 17-26, First Reading - Voluntary Annexation;

Title for Ordinance 17-26 was read by Mr. Baird.

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

Title for Ordinance 18-26 was read by Mr. Baird.

C. Ordinance 19-26, First Reading - Zoning Map amendment from PBC Residential High (RH) to TOJ Residential, Limited Multifamily District (R-3). (Second Reading 3/17/2026)

Title for Ordinance 19-26 was read by Mr. Baird.

PUBLIC BUSINESS

7. Approving Purchase of Furniture and Fixtures from JC White in the amount of $228,009, using a piggyback of the State of Florida Contract.

8. Resolution 3-26, Approving a contract to Lawrence Lee Construction Services, Inc.

for Nanofiltration Acid Tank Replacements (W2514) for an amount of $1,976,600, and amendment of the project budget.

9. **Resolution 4-26,** Approving a contract to Grace Roofing & Sheet Metal Enterprise for Nanofiltration Roof Repairs and Replacement (W2529) for an amount of $527,741.

10. **Resolution 24-26,** Approving a contract with R&D Paving, LLC for the Jupiter Park Drive Turn Lane project in the amount of $1,592,710.25.

11. **Resolution 25-26,** Approving an ILA with Loxahatchee River Environmental Control District (LRECD) for Jupiter Park Drive Turn Lane.

REGULAR AGENDA

PUBLIC BUSINESS

12. **Resolution 40-26,** Approving an Amendment to the Town Attorney Agreement.

Mr. Tom Baird, Town Attorney, provided a brief overview of the proposed amendment to the Town Attorney agreement, which included increasing the hourly administrative rate from $400 to $450 and the litigation rate from $450 to $500. He explained that the last rate adjustment occurred in 2023 and that the current request was due to rising law firm expenses. He stated that the Council could either approve the amendment now or consider it during the upcoming budget planning process. He also noted that the Town had one large pending litigation case and that the attorneys handling the matter were working below market rates.

Vice-Mayor Delaney stated that he believed the increase was fair and expressed his support for the amendment.

Councilor Guisinger moved to approve Resolution 40-26; seconded by Councilor Choy; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

REPORTS

TOWN ATTORNEY:

- Pending Litigation - Mr. Baird reported on the raw water main break damaged by a contractor, which left significant damage of approximately $1.5 million dollars. Mr. Baird stated the litigation attorneys assigned to the case asked him to let Council know how much they appreciated Amanda Barnes and all the assistance she has given them in respect to the case. They feel confident that, due to Ms. Barnes' assistance, the Town will see a positive decision when it gets to that point.

  Mayor Kuretski asked if there was an estimated schedule for when it would go to court for decision. Mr. Baird responded that another defendant had been added, and it was currently in the beginning stages. He noted that he would not look for the case to be on a trial docket in 2026.

Mayor Kuretski expressed concern about the contractor going out of business. Mr. Baird explained that he believed there was a surety in place, and if the contractor were to go out of business, they would look for the surety to step in.

TOWN MANAGER:

- Florida House and Senate Budgets – Mr. Kitzerow reported that the Florida House and Senate recently released their initial proposed budgets for the upcoming fiscal year, and several projects that benefit the Town of Jupiter are listed in those budgets, which is an important first step in receiving funding. He thanked the Town's new Lobbyist, Ballard Partners, for working so quickly to hit the ground running in the middle of session, especially Jeff Atwater, who is working directly with the Town.

  Mr. Kitzerow also thanked Representative John Snyder, who championed many of the Town's requested projects this year, as he does every year.

- Local Weather Station – Mr. Kitzerow announced that a grant from the Florida Department of Emergency Management allowed the Town to install a WeatherStem local weather station in Jupiter, which was placed on top of the Community Center. He explained that the weather station will provide real time weather data, wind speed, rainfall and lightning proximity. A link to the weather station will be added to the Town's website.

- Jupiter Police Department Annual Staff Awards – Mr. Kitzerow recognized the following employees, and noted that a formal awards ceremony would take place in March:
  - Rovina Coslay, Records Specialist-JPD Civilian Employee of the Quarter for the 4th Quarter and the Department's Civilian Employee of the Year 2025.
  - Officer Cameron Banegas -Officer of the Quarter for the 4th Quarter 2025.
  - Detective Jared Kenerson - Investigator of the Quarter.
  - Officer Christian Wyatt - 2025 Officer of the Year Award.
  - Officer First Class Luis Rocha-Police Officer First Class of the Year.
  - Agent Brandon Lopez - Investigator of the Year.
  - Sergeant Michael Nicholson - Supervisor of the Year.
  - Beach Unit - Team of the Year.

- Employee Service Anniversaries - Mr. Kitzerow recognized the following employees for their years of service:
  - Brian Kerestes, Utilities Department – 25 Years
  - Police Officer Janine Ercolano– 20 Years
  - Heather Keys and Carol Haber, Engineering & Public Works Department – 20 Years
  - Justin Holihan and Brian Carlton, Engineering & Public Works Department – 10 Years

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
VICE-MAYOR DELANEY:

- Loxahatchee River Management Coordination Council – Vice-Mayor Delaney reported that on February 9, 2026, he attended a meeting of the Council and provided an overview of the meeting, the Council, and the Loxahatchee Headwaters Initiative. He also noted that he was aware of drought, but that the water table had dropped about 10 feet. He said he looked forward to attending future meetings.

COUNCILOR CHOY:

- Jupiter Jubilee – Councilor Choy stated the Jupiter Jubilee was a smashing success. She commented on the employees and how they put their heart and soul into this event and how much the residents enjoyed the event. She said it was a great day, and she is looking forward to it every year.
- Vulnerability Report – Councilor Choy thanked the Utilities Department for the vulnerability report. She explained there was a resident meeting just prior to the Council meeting, and although there wasn't a huge turnout, everyone was very participatory.
- Citizen Comments – Councilor Choy thanked those who participated in citizen comments.
- Employee Service Anniversaries – Councilor Choy expressed appreciation for the longevity of Jupiter employees.
- Government Affairs Committee Meeting – Councilor Choy reported that she attended the Government Affairs Committee Meeting with the Chamber. She explained that it is a great collaboration of business minded people. She thanked Mayor Kuretski for the honor of being able to serve on that Committee.

COUNCILOR SUNDSTROM:

- Whole Foods and Total Wine – Councilor Sundstrom noted discussion taking place on social media regarding Whole Foods and Total Wine project. She stated that the project would come before Planning & Zoning potentially at their April meeting. She explained that the project was originally only to be approved administratively and not come before Council, but due to changes to the architecture, it would now go before Planning & Zoning before coming to Council, and there would be opportunities for discussion.
- Jupiter Inlet District– Councilor Sundstrom expressed gratitude to the Jupiter Inlet District, who completed their dredging project. It was very successful, and Councilor Sundstrom appreciated them providing regular updates to the Town and other municipalities that were impacted.
- New Lobbyist and 2026 Mid-Session Report – Councilor Sundstrom agreed with the Town Manager and expressed her pleasure with the new representation from

the new Lobbyist, Ballard Partners. She appreciated receiving the Mid-Session Report and praised how well it was written.

Councilor Sundstrom explained there were thousands of appropriation requests in the House and Senate and to see so many for the Town was wonderful. She also thanked Representative Gossett-Seidman.

- Utilities Department - Councilor Sundstrom praised Utilities and Director Amanda Barnes for their incredible work, including their efforts on the Vulnerability Assessment.

COUNCILOR GUISINGER:

- Vulnerability Assessment- Councilor Guisinger praised the Utilities Department Staff for the Vulnerability Assessment and acknowledged the fact that it was submitted and approved by the Florida Department of Environmental Protection Agency (FDEP).
- Lobbyist 2026 Mid-Session Report – Councilor Guisinger complimented how thorough the report was, and stated it helped to keep him up to speed with what is going on in Tallahassee as it relates to the Town. He expressed gratitude to Representative Snyder for supporting the Jupiter appropriation requests, and complimented Mr. Atwater on his efforts.

MAYOR KURETSKI

- Jupiter Jubilee – Mayor Kuretski stated he agreed with the compliments already stated and noted he was delighted on how well the new Town green was utilized during the event by the Police Department.
- Lobbyist 2026 Mid-Session Report – Mayor Kuretski was appreciative of the fact that the report seemed very tailored to Jupiter.
- FY 2027 Budget Process – Mayor Kuretski expressed concern that the Council had received emails on several different topics where residents were asking for the Council to fund capital improvements. He explained this is a difficult time to put together a capital budget or respond to residents' requests because of uncertainty. He asked Staff to propose language for Council to use that would clearly convey the uncertainty of capital funds this year when residents inquire.

  Councilor Sundstrom was pleased to have residents providing input on capital projects, but she agreed and thought it would be an appropriate time to educate before anything is proposed.

ADJOURNMENT – 8:13 P.M.

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Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Police Pension Ordinance Update

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	**A. Ordinance 12-26, Second Reading,** Amendment of Offset Healthcare Premiums Supplemental Retirement Benefits of the Police Officers Retirement Fund. **B. Ordinance 13-26, Second Reading,** Amendment of DROP Supplemental Retirement Benefits of the Police Officers Retirement Fund. **C. Ordinance 14-26, Second Reading,** Corrections relating to the Police Officers Retirement Fund Pension Ordinance.

EXECUTIVE SUMMARY

As part of the most recently approved collective bargaining agreement between the Town and the Palm Beach County Police Benevolent Association (PBA), the Town and the PBA agreed to amend certain provisions of the Police Officers' Pension Plan. The following is a summary of the negotiated pension changes and the corresponding Town Code amendments requested for adoption. In addition to the negotiated items found in ordinance 13-26 and 12-26, ordinance 14-26 has been drafted to correct scrivener's errors found from when the code sections were codified in 2018.

1. **Ordinance 12-26 / Amending Section 15-378 – Supplemental Retirement Benefit for Healthcare Premiums -** This amendment increases the supplemental retirement benefit available to offset healthcare insurance premiums. The increased benefit applies only to active members who are not participating in DROP.

2. **Ordinance 13-26 / Amending Section 15-390 – DROP Funding Requirement -** This amendment removes the employee funding requirement for active members who elect to enter the Deferred Retirement Option Plan (DROP) on or after October 1, 2025.

3. **Ordinance 14-26 Corrections (Multiple Sections) -** This ordinance amends multiple sections of the Town Code to correct a scrivener's error that occurred during the most recent codification.

ANALYSIS

As part of the negotiation process and financial impact analysis, actuarial reviews were completed by the Police Pension Board's actuary for Items A and B. These actuarial analyses are included in the backup materials and will be forwarded to the Police Pension Board for administration following adoption by the Town Council.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Ordinance 12-26
2. Ordinance 13-26
3. Ordinance 14-26
4. Supplemental Actuarial Report

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.

ORDINANCE 12-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV PERTAINING TO THE POLICE OFFICERS' RETIREMENT FUND; PROVIDING FOR THE AMENDMENT OF SECTION 15-378; ENTITLED "SUPPLEMENTAL RETIREMENT BENEFITS" TO OFFSET HEALTHCARE PREMIUMS FOR ALL ACTIVE MEMBERS OF THE RETIREMENT FUND WHO RETIRE ON OR AFTER OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town maintains a retirement fund for the police officers that complies with all state and federal laws and regulations; and

WHEREAS, the Town has negotiated in good faith with the Police Benevolent Association and the parties have agreed to additional supplemental healthcare premium benefits for active members; and

WHEREAS, the Town's Finance Department has received and reviewed an actuarial impact statement related to the amendments to the benefits which are included herein; and

WHEREAS, the Town Council deems it to be in the public interest to amend the retirement fund for its eligible police officers.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. Chapter 15, Article IV, Section 15-378 is hereby amended as follows:

> All members of the plan not in DROP shall receive, in addition to the benefits set forth in section 15-377, a $100.00 per month supplemental retirement benefit. In addition to the $100.00 per month supplemental benefit which is available for healthcare premiums, all members of the plan who retire on or after October 1, 2001 shall receive an additional supplemental retirement benefit, which shall also be available for healthcare premiums. This additional supplemental retirement benefit shall be based on service credit at retirement.

The benefit shall be $5.00 for each year of credited service, with a minimum monthly additional supplemental retirement benefit of an additional $30.00 per month and a maximum additional supplemental retirement benefit of an additional $150.00 per month. The benefits under this section shall be paid to all active members of the plan not in DROP commencing the first month of their retirement and to all deferred vested members upon their receipt of retirement benefits, and to all other retirees and survivors of the plan. Members in DROP are not eligible to receive supplemental retirement benefits until their DROP participation ends. **Beginning October 1, 2025, all active members of the plan not in DROP shall receive, in addition to the benefits set forth in section 15-377, a $250.00 per month supplemental retirement benefit. In addition to the $250.00 per month supplemental benefit which is available for healthcare premiums all members of the plan who retire on or after October 1, 2025 shall receive an additional supplemental retirement benefit, which shall also be available for healthcare premiums. This additional supplemental retirement benefit shall be based on service credit at retirement. The benefit shall be $15.00 for each year of credited service, with a minimum monthly additional supplemental retirement benefit of an additional $30.00 per month and a maximum additional supplemental retirement benefit of an additional $350.00 per month. The benefits under this section shall be paid to all active members of the plan not in DROP commencing the first month of their retirement and to all deferred vested members upon their receipt of retirement benefits, and to all other retirees and survivors of the plan. Members in DROP are not eligible to receive supplemental retirement benefits until their DROP participation ends.**

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

Section 4. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. It is the intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “Chapter”, “Section”, “Article”, or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

ORDINANCE 13-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV PERTAINING TO THE POLICE OFFICERS' RETIREMENT FUND; PROVIDING FOR AMENDMENT OF SECTION 15-390 (1); ENTITLED "DEFERRED RETIREMENT OPTION PLAN (DROP)" PROVIDING FOR THE AMENDMENT OF THE DROP FUNDING REQUIREMENTS FOR ALL ACTIVE POLICE OFFICER MEMBERS RETIRING ON OR AFTER OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town maintains a retirement fund for the police officers of the Town that complies with all state and federal laws and regulations; and

WHEREAS, the Town has negotiated in good faith with the Police Benevolent Association pertaining to the removal of the DROP participation requirements for active police officer members; and

WHEREAS, the Town's Finance Department has received and reviewed an actuarial impact statement related to the amendments which are included herein; and

WHEREAS, the Town Council deems it to be in the public interest to amend the retirement fund for its police officers.

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

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

Section 2. Chapter 15, Article IV, Section 15-390 (1) is hereby amended as follows:

(1) During participation in the DROP, ~~employees~~ **members** shall continue to contribute to the fund at the contribution rate in effect on the date of entry into the DROP for the first four years of participation. One-third of the contribution

shall be placed in the member's DROP account and the remaining two-thirds shall remain in the plan. Commencing with the first day of the month coincident with or next following the date of entry into the DROP, the member's normal retirement benefit, calculated in accordance with the terms of the fund as if the member had retired and separated from service, shall be credited to the DROP participant's account. DROP accounts shall remain an integral part of the fund and no distribution may be made from the DROP until the member has separated from service. DROP accounts shall be credited with interest at the rate of a minimum of two percent per year or a maximum one percent below the assumed rate of return on fund assets. **Beginning October 1, 2025 members entering the DROP will not be required to continue to contribute to the fund.**

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

Section 4. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. It is the intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or realtered and the word “ordinance” may be changed to “Chapter”, “Section”, “Article”, or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

03/03/2026

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ORDINANCE 14-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 15, ARTICLE IV PERTAINING TO THE POLICE OFFICERS' RETIREMENT FUND; PROVIDING FOR AMENDMENT OF SECTIONS 15-328, 15-377 AND 15-379; PROVIDING FOR CORRECTIONS OF SCRIVENERS ERRORS THAT OCCURRED DURING THE 2018 CODIFICATION OF TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town maintains a retirement fund for its police officers that complies with all state and federal laws and regulations; and

WHEREAS, the Town codified all Town codes in 2018 under ordinance 18-18 which included Article IV Police Officers Retirement Fund; and

WHEREAS, members of the Town staff determined after the codification process was completed that certain updates to the code occurred, but that these updates were not intended; and

WHEREAS, the Town Council deems it to be in the public interest to correct and amend the Police Officers Retirement Fund by repealing the unintended updates of the Town Code that occurred in 2018 under ordinance 18-18 as set forth herein.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. Chapter 15, Article IV, Section 15-328 is hereby amended as follows:

Sec. 15-328. Definitions.

The following words and phrases, as used in this article, shall have the following meanings, unless a different meaning is plainly required by the context:

Actuarial equivalence or *actuarially equivalent* means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same

actuarial present value on the date payment commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, all future payments shall be discounted for interest and mortality by using seven percent interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five years in the cases of disability retirees. In the case of a lump sum distribution, the actuarial present value shall be determined on the basis of the same mortality rates as just described and the Pension Benefit Guaranty Corporation's interest rates for terminating single employer plans which rates are in effect:

(1) Ninety days prior to the member's date of termination, if distribution is made within six months of such date of termination; or

(2) Ninety days prior to the distribution date, if distribution is made later than six months after the member's date of termination.

~~*Average final compensation* means one-twelfth of the average annual compensation of the five best years of the last ten years of creditable service prior to retirement, termination, or death.~~ **_Average salary_ shall mean the average salary of a police officer during the last ten years of his credited service for the best three of the last ten years of his credited service.**

Board or *board of trustees* means the board of trustees of the Police Officers' Retirement Fund created in this article.

~~*Compensation* or *salary* means, for non-collectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the total cash remuneration including overtime paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer. Overtime may be limited before July 1, 2011, in a local law plan by the plan provisions. For non-collectively bargained service earned on or after July 1, 2011, or for service earned under collective bargaining agreements entered into on or after July 1, 2011, the term "compensation" or "salary" has the same meaning, except that when calculating retirement benefits, up to 300 hours per year in overtime compensation may be included as specified in the plan or collective bargaining agreement, but payments for accrued unused sick or annual leave may not be included.~~

~~(1) Any retirement trust fund or plan that meets the requirements of this chapter does not, solely by virtue of this subsection, reduce or diminish the monthly retirement income otherwise payable to each police officer covered by the retirement trust fund or plan.~~

~~(2) The member's compensation or salary contributed as employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the Internal Revenue Code shall be deemed to be the compensation or salary the member would receive if he were not participating in such program, and shall be treated as compensation for retirement purposes under this chapter.~~

~~(3) For any person who first becomes a member in any plan year beginning on or after January 1, 1996, compensation for that plan year may not include any~~

amounts in excess of the Internal Revenue Code, section 401(a)(17) limitation, as amended by the Omnibus Budget Reconciliation Act of 1993, which limitation of $150,000.00 shall be adjusted as required by federal law for qualified government plans and further adjusted for changes in the cost of living in the manner provided by Internal Revenue Code, section 401(a)(17)(B). For any person who first became a member before the first plan year beginning on or after January 1, 1996, the limitation on compensation may not be less than the maximum compensation amount that was allowed to be taken into account under the plan in effect on July 1, 1993, which limitation shall be adjusted for changes in the cost of living since 1989 in the manner provided by Internal Revenue Code, section 401(a)(17)(1991).

Creditable service or *credited service* means the aggregate number of years of service and fractional parts of years of service of any police officer, omitting intervening years and fractional parts of years when such police officer may not have been employed by the municipality subject to the following conditions:

(1) A police officer may not receive credit for years or fractional parts of years of service if he has withdrawn his contributions to the fund for those years or fractional parts of years of service, unless the police officer repays into the fund the amount he has withdrawn, plus interest, as determined by the board. The member has at least 90 days after his re-employment to make repayment.

(2) A police officer may voluntarily leave his contributions in the fund for five years after leaving the employ of the police department, pending the possibility of his being rehired by the same department, without losing credit for the time he has participated actively as a police officer. If he is not re-employed as a police officer with the same department within five years, his contributions shall be returned without interest.

(3) Credited service under this chapter shall be provided only for service as a police officer or for military service and may not include credit for any other type of service. A municipality, by local ordinance, may provide for the purchase of credit for military service occurring before employment as well as prior service as a police officer for some other employer, as long as the police officer is not entitled to receive a benefit for such prior service. For purposes of determining credit for prior service, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service as long as such service is recognized by the criminal justice standards and training commission within the department of law enforcement as provided in F.S. ch. 943, or the police officer provides proof to the board of trustees that such service is equivalent to the service required to meet the definition of a police officer.

(4) In determining the creditable service of a police officer, credit for up to five years of the time spent in the military service of the Armed Forces of the United States shall be added to the years of actual service if:

a. The police officer is in the active employ of the municipality before such service and leaves a position, other than a temporary position, for the

~~purpose of voluntary or involuntary service in the Armed Forces of the United States.~~

~~b. The police officer is entitled to re-employment under the Uniformed Services Employment and Re-employment Rights Act.~~

~~c. The police officer returns to his employment as a police officer of the municipality within one year after the date of his release from such active service.~~

~~*Plan year* or *limitation year* means each 12-month period ending on September 30.~~

~~*Police officer* means any person who is elected, appointed, or employed full-time by a municipality, who is certified or required to be certified as a law enforcement officer in compliance with F.S. § 943.1395, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. The term "police officer" includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as those terms are defined in F.S. § 943.10. For the purposes of this chapter only, the term also includes a public safety officer who is responsible for performing both police and fire services. Any plan may provide that the police chief shall have an option to participate in that plan.~~

~~State law reference(s)—Similar definition, F.S. § 185.02(16).~~

Credited service shall mean that period of employment with the Town as a police officer from the date of employment to the date of termination of the individual's service as a police officer, or the police officer's actual retirement date, provided however that no police officer shall receive credit for such years of service where he or she has withdrawn his or her contributions to the fund unless the police officer repays into the fund the amount he or she has withdrawn, plus interest determined by the Board. The member shall have at least 90 days after his or her re-employment to make repayment. The member may voluntarily leave his or her contributions in the fund for a period of five years after leaving the employ of the Police Department, pending the possibility of being rehired by the Town's Police Department, without losing credit for the time he or she has participated actively as a police officer. If the police officer is not re-employed as a police officer, with the Town's Police Department, within five years, his or her contributions shall be returned with interest in accordance with subsection 15-385 (a). Time spent in military service of the United States by a police officer will be credited in accordance with applicable state and federal laws, provided the police officer reenters the service of the Town as a police officer within 12 months after date of release from such military service. A member may purchase credited service for service in the Armed Forces of the United States, or service as a police officer for any employer prior to employment by the Town, by depositing into the retirement fund the full actuarial costs of such credited service that would have occurred

had the member been employed by the Town, for the period of credited service purchased. Such payment for said prior service may be made as a lump sum or in installments according to a schedule approved by the Board of Trustees. Installment payments shall require interest at the actuarial rate of return for the years purchased. Such purchase of credited service shall take effect once full payment is received, upon vesting. If a member terminates service prior to vesting and receives a refund of employee contributions, the amount paid for credited service shall also be refunded. For purposes of determining credit for prior service as a police officer, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service if the prior service is recognized by the Florida Department of Law Enforcement as provided under state statutes, or the police officer provides proof to the Board of Trustees that his or her service is equivalent to the service required to meet the definition of a police officer under F.S. § 185.02(5)(c).

***Plan year* or *limitation year* shall mean each 12-month period ending on September 30th.**

***Police officer* shall mean any duly appointed and enrolled police officer in the regular full-time employment of the Town.**

***Police officers' retirement fund, retirement fund* or *fund* shall mean a special fund created exclusively for the purposes provided in this article.**

***Salary,* prior to October 1, 2005, salary shall mean the base gross monetary salary for officers participating in the retirement plan. Effective October 1, 2005, "salary" shall mean total cash compensation including overtime paid for services rendered to the Town but not including any payments for extra duty or a special detail work performed on behalf of another employer. Effective October 1, 2012, the inclusion of accumulated sick leave in this definition shall not exceed 50 percent of the amount accumulated to the credit of any participant as of April 1, 2011 in accordance with the collective bargaining agreement. To the extent permitted by law, the inclusion of accumulated vacation leave in this definition shall not exceed the amount accumulated to the credit of any participant as of September 30, 2012. To the extent permitted by law, the amount of overtime included in this definition for each year on or after October 1, 2012 shall be limited to not more than 300 hours per year.**

Police officers' retirement fund, retirement fund or *fund* means a special fund created exclusively for the purposes provided in this article.

Section 3. Chapter 15, Article VI, Section 15-377 is hereby amended as follows:

Sec. 15-377. Retirement requirements.

Any police officer of the town who is participating in the police officers' retirement fund and has ten years credited service and is otherwise eligible to receive benefits thereunder, shall be eligible for normal retirement benefits. In such event, payment of retirement income will be governed by the following provisions:

(1) The normal retirement date of each police officer will be as follows, whichever comes first:

a. *Option 1.* The first day of the month coincident with or next following the date on which the officer has attained the age of 60 years.

b. *Option 2.* The first day of the month coincident with or next following the date when the total of the officer's age, computed in terms of full months, plus the officer's credited service, computed in terms of full months, equals 780 months.

c. *Option 3.* The first day of the month coincident with or next following the date on which the police officer has completed ten or more years of creditable service and attained the age of 55 years.

~~**d. *Option 4.* The first day of the month coincident with or next following the date on which the police officer has completed 25 years of credible service and attained the age of 52 years.**~~

Each participant's accrued pension benefit shall be non-forfeitable, i.e., 100 percent vested upon attainment of his normal retirement date.

(2) ~~**The amount of monthly retirement income payable to a police officer who retires on or after his normal retirement date shall be an amount equal to the number of his years of credited service multiplied by three percent of his average monthly salary, regardless of when the years of service were rendered. Average monthly salary means one-twelfth of the average annual compensation of the five best years of the last ten years of creditable service prior to retirement, termination, or death.**~~ **The amount of monthly retirement income payable to a police officer who retires on or after his normal retirement date shall be an amount equal to the number of years of credited service multiplied by three percent of the officers average monthly salary, regardless of when the years of service were rendered. Average monthly salary shall mean for the purposes of this article the average monthly salary for the last three years of the last ten years of credited service. The retirement income shall be reduced for monies received under the disability provision of this article.**

(3) The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the police officers' normal retirement date, or on the first day of the month coincident with or next following his actual retirement, if later. The last payment will be the payment due next following the police officers' death, except that in the event the police officer dies after his retirement but before he has received

retirement benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary as designated by the police officer, for the balance of such ten-year period. If no beneficiary is so designated by the police officer, the same monthly benefit will be paid to the estate of the police officer. If a police officer continues in the service of the town beyond his normal retirement date and dies prior to his actual date of retirement, monthly retirement payments will be made to a beneficiary designated by the police officer, as if the police officer had retired on the date on which his death occurred, or, if no beneficiary is designated, to the estate of the police officer.

Section 4. Chapter 15, Article VI, Section 15-379 is hereby amended as follows:

Sec. 15-379. Early retirement.

~~Early retirement under the plan is retirement from the service of the town, with the consent of the town, as of the first day of any calendar month which is prior to the police officer's normal retirement date but subsequent to the date as of which the police officer has both attained the age of 50 years and completed ten years of contributing service. In the event of early retirement, payment of retirement income will be governed as follows:~~

~~(1) The early retirement date shall be the first day of the calendar month coincident with or immediately following the date a police officer retires from the service of the town under the provisions of this section prior to his normal retirement date.~~

~~(2) The monthly amount of retirement income payable to a police officer who retires prior to his normal retirement date under the provisions of this section shall be an amount computed as described in section 15-377(2), taking into account his credited service to the date of actual retirement and his final monthly compensation as of such date, such amount of retirement income to be actuarially reduced to take into account the police officer's younger age and the earlier commencement of retirement income payments. In no event shall the early retirement reduction exceed three percent for each year by which the member's age at retirement preceded the member's normal retirement age, as provided in section 15-377(1).~~

~~(3) The retirement income payable in the event of early retirement will be payable on the first day of each month. The first payment will be made on the police officer's early retirement date and the last payment will be the payment due next preceding the retired police officer's death; except that, in the event the police officer dies before receiving retirement benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary designated by the police officer for the balance of such ten-year period, or, if no designated~~

~~beneficiary is surviving, the same monthly benefit for the balance of such ten-year period shall be payable as provided in F.S. § 185.162.~~

Early retirement is retirement as of the first day of any calendar month which is prior to the police officer's normal retirement date but of subsequent to the date as of which he has both attained the age of 50 years and completed at least ten years of credited service. In the event of early retirement, the monthly amount of retirement income shall be an amount taking into account the police officer's average monthly salary as of such date. Such amount of retirement income shall be actuarially reduced to take into account the police officer's younger age and the earlier commencement of retirement income payments shall be governed by the same provision as of section 15-271(1)(c). The actuarial equivalent, prior to October 1, 2005, shall be computed as though the normal retirement is the attainment of age 60 years. Effective October 1, 2005 the actuarial equivalent shall be computed as though the normal retirement is the attainment of age 55 years. However, in no event after October 1, 2005, shall the early retirement reduction exceed three percent for each year by which the police officer's early retirement preceded age 55.

(Code 1975, § 17-46; Ord. No. 36-06, § 2, 7-5-06)

State law reference—Similar provisions, F.S. § 185.16.

Section 5. If any section, subsection, clause, phrase, sentence or portion of this Ordinance is for any reason declared by a court of competent jurisdiction to be invalid, such decision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 7. It is the intention of the Town Council that the provisions of this ordinance shall be come and be made a part of the Code of Ordinances of Jupiter, Florida, and that the sections of this ordinance may be renumbered or relettered and the word “Ordinance” may be changed to “Chapter”, “Section”, “Article”, or such other appropriate word or phrase, the use of which shall accomplish the intention herein expressed.

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November 12, 2025

Mr. Scott Reynolds
Finance Director
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Re: Town of Jupiter Police Officers' Retirement Fund
Supplemental Actuarial Valuation Report

Dear Mr. Reynolds:

As requested, we have prepared the enclosed Supplemental Actuarial Valuation Report estimating the financial impact to revise the Supplemental Benefit under the Town of Jupiter Police Officers' Retirement Fund (the Plan). Additionally, we studied the impact of no longer requiring member contributions while participating in the Deferred Retirement Option Program (DROP). **Exhibit A** provides a high-level comparison of the plan provisions.

Proposed Change to Annual Supplemental Benefit

Current Annual Supplemental Benefit:

($100 x 12) plus the lesser of (1) and (2)

(1) the greater of ($5 x 12 x service) and ($30 x 12)

(2) $150 x 12

Proposed Annual Supplemental Benefit:

($250 x 12) plus the lesser of (1) and (2) where

(1) the greater of ($15 x 12 x service) and ($30 x 12)

(2) $350 x 12

Proposed Change to Member Contributions While Participating in the DROP

Currently, member contributions continue during the first four years of DROP participation for Tier 1 employees and for all years of DROP participation for Tier 2 members. Under the proposed changes, these member contributions would be eliminated.

Member contributions made while participating in the DROP are not included in the calculation of the Required Town Contribution, as the current actuarial assumption is that members entering the DROP will immediately exit active service. This assumption is conservative, and actuarial gains are typically realized when members remain in the DROP, since their continued contributions are deposited into the Plan.

If member contributions during DROP participation are eliminated, these actuarial gains would no longer occur. However, the elimination of these contributions would not impact the Required Town Contribution for prefunding purposes; it would only remove the additional gains currently being generated.

Ord. 13-26 DROP impact.

Summary of Findings

With regard to the changes described to the Supplemental Benefit, the enclosed exhibits show the estimated impact of the proposed Plan change as follows:

- The Present Value of Benefits (PVB) is the present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census. **Exhibit B** shows the change in PVB due to the proposed provisions.
- The Accrued Liability (AL) is the portion of the PVB attributable to the past at the valuation date. For active members the AL is the annual Normal Cost (NC) accumulated from entry to the valuation date. For retired and terminated members, the PVB and AL are equal. The Unfunded Accrued Liability (UAL) represents any excess of the AL over fund assets. The Funded Percentage is a ratio of fund assets divided by the AL. **Exhibit C** shows the change in the UAL and Funded Percentage due to the proposed provisions.
- Normal Cost (NC) is the value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal level percent of salary funding method, the NC is a constant fraction of salary from the member's entry to the assumed date of termination, retirement, disability, or death. **Exhibit D** shows the change in NC due to the proposed provisions.
- **Exhibit E** shows the change in the Minimum Required Contribution due to the proposed provisions. Note that the actual contribution payable for the fiscal year ending September 30, 2026 as shown in the October 1, 2024 actuarial valuation remains unchanged since any proposed ordinance will be adopted after October 1, 2025.

As shown in Exhibit E, the Required Town Contribution in the first year would increase by approximately $276,000, or 2.70% of covered payroll, reflecting the proposed change in the Supplemental Benefit. Ord. 13-26 Supplemental Retirement Benefits for Healthcare

As discussed, we have also measured the increase in the Required Town Contribution for the proposed change in the Supplemental Benefit if Tier 2 members had the same normal retirement eligibility as Tier 1 members. **The increase in the Required Town Contribution in the first year would be approximately $285,000, or 2.79% of covered payroll, for the proposed change in the Supplemental Benefit if the normal retirement eligibility for Tier 2 members was the same as the normal retirement eligibility for Tier 1 members.**

This report is based upon the actuarial valuation as of October 1, 2024. Other than the changes detailed above, all methods, assumptions, census data, financial information and Plan provisions are as described in that report.

For ordinance amendments adopted in the year beginning October 1, 2025, the financial impact of the proposed Plan change is not required to be recognized until the fiscal year beginning October 1, 2026. As such, the actual initial actuarial impact would be measured in the October 1, 2025 actuarial valuation (which will impact the required Town contributions for fiscal year ending September 30, 2027).

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of this assignment does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the expected returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

Risk Assessment

A quantitative risk assessment is outside the scope of this assignment. Additional assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision-making process.

Required Disclosures

This report was prepared at the request of the Town, with the authorization of the Board of Trustees, and is intended for use by the Town and those designated or approved by the Town. This report may be provided to parties other than the Town only in its entirety and only with their permission. GRS is not responsible for unauthorized use of this report.

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. This report should not be relied on for any purpose other than the purpose described above.

In the event that more than one change is being considered, it is very important to remember that the results of separate actuarial valuations cannot be added together to produce a correct estimate of the combined effects of all the changes. The total can differ considerably from the sum of the parts due to the interaction of the plan provisions and assumptions with each other and the impact that one change can have on the impact of another change.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of this report prior to relying on information in this report.

This report was prepared using ProVal's valuation model, a software product of Winklevoss Technologies. We are relying on the ProVal model. We performed tests of the ProVal model with this assignment and made a reasonable attempt to understand the developer's intended purpose of, general operation of, major sensitivities and dependencies within, and key strengths and limitations of the ProVal model. In our professional judgment, the ProVal valuation model has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses.

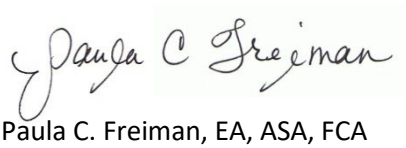
This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

The undersigned actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

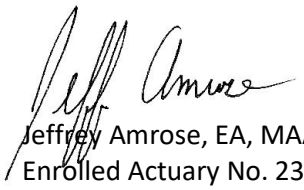
This actuarial valuation and/or cost determination was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge, the results are complete and accurate. In our opinion, the techniques and assumptions used are reasonable, meet the requirements and intent of Part VII, Chapter 112, Florida Statutes, and are based on generally accepted actuarial principles and practices. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Paula C. Freiman, EA, ASA, FCA
Enrolled Actuary No. 23-5796
Consultant and Actuary



Jeffrey Amrose, EA, MAAA
Enrolled Actuary No. 23-6599
Consultant and Actuary

Enclosures

Supplemental Actuarial Valuation Report

Plan

Town of Jupiter Police Officers' Retirement Fund

Valuation Date

October 1, 2024

Date of Report

November 12, 2025

Report Requested by

Town of Jupiter, as authorized by the Board of Trustees of the Town of Jupiter Police Officers' Retirement Fund

Prepared by

Gabriel, Roeder, Smith & Company

Group Valued

All active and inactive members of the Plan.

Plan Changes Being Proposed

See the cover letter and Exhibit A of this Supplemental Actuarial Valuation Report.

Participants Affected

Current and future Active Members of the Plan are eligible for the Plan changes shown. No change is made for Members who have retired, entered the DROP or have terminated employment due future benefits.

Actuarial Assumptions and Methods

Same as used in the October 1, 2024 actuarial valuation report dated February 17, 2025 including the following key valuation assumptions/methods:

Investment Return	7.0%
Mortality Table	Same as the mortality tables used in the July 1, 2023 actuarial valuation of the Florida Retirement System, for Special Risk members
Cost Method	Entry Age Normal

Amortization Period for Change in Actuarial Accrued Liability Associated with Benefit Changes

20 years

Summary of Data Used in Report

Same data used in the October 1, 2024 actuarial valuation report dated February 17, 2025.

Actuarial Impact of Proposed Change

See attached pages.

Special Risks Involved with the Proposal that the Plan Has Not Been Exposed to Previously

None.

Proposed Changes from Negotiations

	(1) Current Plan Before Any Changes		(2) Proposed Changes	
	Tier 1 (Hire<3/6/12)	Tier 2 (Hire>3/6/12)	Tier 1 (Hire<3/6/12)	Tier 2 (Hire>3/6/12)
Employee Contributions:				
Regular	10.0%	10.0%	10.0%	10.0%
In DROP	10% (first 4 years)	10% (all years)	None*	None*
Average Final Compensation (AFC):	3-Year Average	5-Year Average	3-Year Average	5-Year Average
Normal Retirement Date (NRD):	65 Points or 55/10	70 Points (25 years) or 55/10	65 Points or 55/10	70 Points (25 years) or 55/10
Multiplier:	3.00%	2.75% (max 25 years)	3.00%	2.75% (max 25 years)
Normal Retirement Benefit:	3.00% x AFC x Service PLUS $100 plus lesser of $150 and greater of $30 and $5 x Service	2.75% x AFC x Service (max 25) PLUS $100 plus lesser of $150 and greater of $30 and $5 x Service	3.00% x AFC x Service PLUS $250 plus lesser of $350 and greater of $30 and $15 x Service	2.75% x AFC x Service (max 25) PLUS $250 plus lesser of $350 and greater of $30 and $15 x Service
Early Retirement Date:	50/10	50/10	50/10	50/10
Early Retirement Benefit:	3% per year reduction from 55	3% per every 2 points prior to 70 points (no ERF if > 22 years and enter DROP)	3% per year reduction from 55	3% per every 2 points prior to 70 points (no ERF if > 22 years and enter DROP)
COLA:	None	None	None	None
13th Check:	None	None	None	None
DROP Eligibility:	Eligible at NRD	70 Points (25 years) or 22 years	Eligible at NRD	70 Points (25 years) or 22 years
DROP Period:	8-years	8-years	8-years	8-years

* Please see page 2 of the letter for a discussion on eliminating employee contributions while participating in the DROP.

Present Value of Benefits

Valuation as of October 1,			(1) Valuation 2024	(2) Proposed Changes 2024
1.	**Active members**			
	a.	Retirement benefits	$58,964,283	$61,128,848
	b.	Deferred benefits	2,786,664	2,908,176
	c.	Survivor benefits	458,145	479,089
	d.	Disability retirement	2,397,342	2,475,153
	e.	Total	$64,606,434	$66,991,266
2.	**Inactive members**			
	a.	Retirement benefits	$71,551,553	$71,551,553
	b.	Terminated members	313,495	313,495
	c.	Beneficiaries	3,343,550	3,343,550
	d.	Disability retirement	6,991,392	6,991,392
	e.	Total	$82,199,990	$82,199,990
3.	**Share balances**		$1,932,296	$1,932,296
4.	**Present Value of Benefits (PVB)**		$148,738,720	$151,123,552
5.	**Change in PVB [Difference from (1)]**			$2,384,832

Unfunded Accrued Liability

Valuation as of October 1,			(1) Valuation 2024	(2) Proposed Changes 2024
1.	**Active members**			
	a.	Retirement benefits	$36,998,574	$38,460,630
	b.	Deferred benefits	607,515	646,349
	c.	Survivor benefits	140,569	146,457
	d.	Disability retirement	660,956	681,049
	e.	Total	$38,407,614	$39,934,485
2.	**Inactive members**			
	a.	Retirement benefits	$71,551,553	$71,551,553
	b.	Terminated members	313,495	313,495
	c.	Beneficiaries	3,343,550	3,343,550
	d.	Disability retirement	6,991,392	6,991,392
	e.	Total	$82,199,990	$82,199,990
3.	**Share balances**		$1,932,296	$1,932,296
4.	**Accrued Liability**		$122,539,900	$124,066,771
5.	**Actuarial Value of Assets**		$111,040,926	$111,040,926
6.	**Unfunded Accrued Liability (UAL)**		$11,498,974	$13,025,845
7.	**Change in UAL [Diff from (1)]**			$1,526,871
8.	**Funded %**		90.62%	89.50%
9.	**Change in Funded % [Diff from (1)]**			(1.12)%

Normal Cost

Valuation as of October 1,			(1) Valuation 2024	(2) Proposed Changes 2024
1.	**Preliminary Normal Cost**			
	a.	Retirement benefits	$2,575,275	$2,670,148
	b.	Deferred benefits	236,685	246,878
	c.	Survivor benefits	36,057	37,977
	d.	Disability retirement	192,482	199,871
	e.	Total	$3,040,499	$3,154,874
2.	**Total Normal Cost**			
	a.	Preliminary Normal Cost	$3,040,499	$3,154,874
	b.	Administrative expense	159,756	159,756
	c.	Total Normal Cost	$3,200,255	$3,314,630
	d.	As a Percentage of Payroll	31.00 %	32.10 %
3.	**Valuation Payroll**		$10,324,899	$10,324,899
4.	**Change in Total NC [Diff from (1)]**			
	a.	Dollar Amouint		$114,375
	b.	As a Percentage of Payroll		1.10 %

Minimum Required Contribution

		(1)	(2)
		Valuation	**Proposed Changes**
Valuation as of October 1,		**2024**	**2024**
Funding for FY Ending September 30,		**2026**	**2026**
1.	**Minimum Required Contribution**		
a.	Total Normal Cost	$3,200,255	$3,314,630
b.	UAL amortization	1,201,073	1,335,770
c.	Interest to next fiscal year	308,093	325,528
d.	Interest for periodic payment	186,223	195,551
e.	Total	$4,895,644	$5,171,479
2.	**Minimum Required Contribution (MRC) By Source and as a Percent of Payroll**		
a.	Net Amount Payable by Town	$3,263,252	$3,539,087
b.	Expected Employee Contributions	1,021,147	1,021,147
c.	Recognized State Contribution	611,245	611,245
d.	Total Required Contribution	$4,895,644	$5,171,479
e.	Net Amount Payable by Town	31.95%	34.65%
f.	Expected Employee Contributions	10.00%	10.00%
g.	Recognized State Contribution	5.99%	5.99%
h.	Total Required Contribution	47.94%	50.64%
3.	**Valuation Payroll**		
a.	Year Beginning on Valuation Date	$10,324,899	$10,324,899
b.	Year Ending in Funding Year	10,211,468	10,211,468
4.	**Change in MRC [Difference from (1)]***		
	Net Amount Payable by Town		$275,835
	Percent of Pay		2.70 %

* The increase in the Required Town Contribution would be approximately $285,000, or 2.79% of covered payroll, for the proposed change in the Supplemental Benefit if the normal retirement eligibility for Tier 2 members was the same as the normal retirement eligibility for Tier 1 members.

TOWN OF JUPITER
2026-2028 Strategic Plan

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Adopting the 2026-2028 Strategic Plan.

EXECUTIVE SUMMARY

In alignment with the feedback and direction provided during the Town Council Strategic Planning Roundtable on February 3, 2026, the Town Staff has developed the proposed 2026–2028 Strategic Plan for the Town Council's review and adoption.

This Strategic Plan outlines the Town's Mission, Vision, and Strategic Results, supported by 19 Strategic Initiatives with a total of 36 Action Plans to guide priorities over the next three years. Of the 36 Action Plans:

- 12 are new Action Plans introduced into this cycle;
- 13 are currently in progress;
- 1 is considered recurring; and
- 10 will require Town Council Advocacy or outside agency action.

Upon adoption, the full 2026–2028 Strategic Plan, including a detailed three-year timeline, will be published on the Town's website, along with a "Strategic Plan at a Glance" summary for easy reference.

Additionally, the Town Staff is preparing the first quarterly status update, scheduled for March 2026, which will provide a comprehensive progress report on the 36 Action Plans. This progress reflects the Town's commitment to accountability, strategic execution, and continuous improvement.

ANALYSIS

Staff is requesting approval and adoption of the 2026-2028 Strategic Plan.

STRATEGIC PRIORITY

● Fiscal Responsibility
● Green, Blue & Open Spaces
● Manage Growth
● Mobility
● Organizational Excellence
● Safety
● Strong Local Economy
● Town Communication
● Unique, Small Town Feel

ATTACHMENTS

1. 2026-2028 Strategic Plan

FUNDING SOURCE

For more information or copies of the attachments, please contact Natasha Singh at NatashaS@jupiter.fl.us or 561-741-2602.

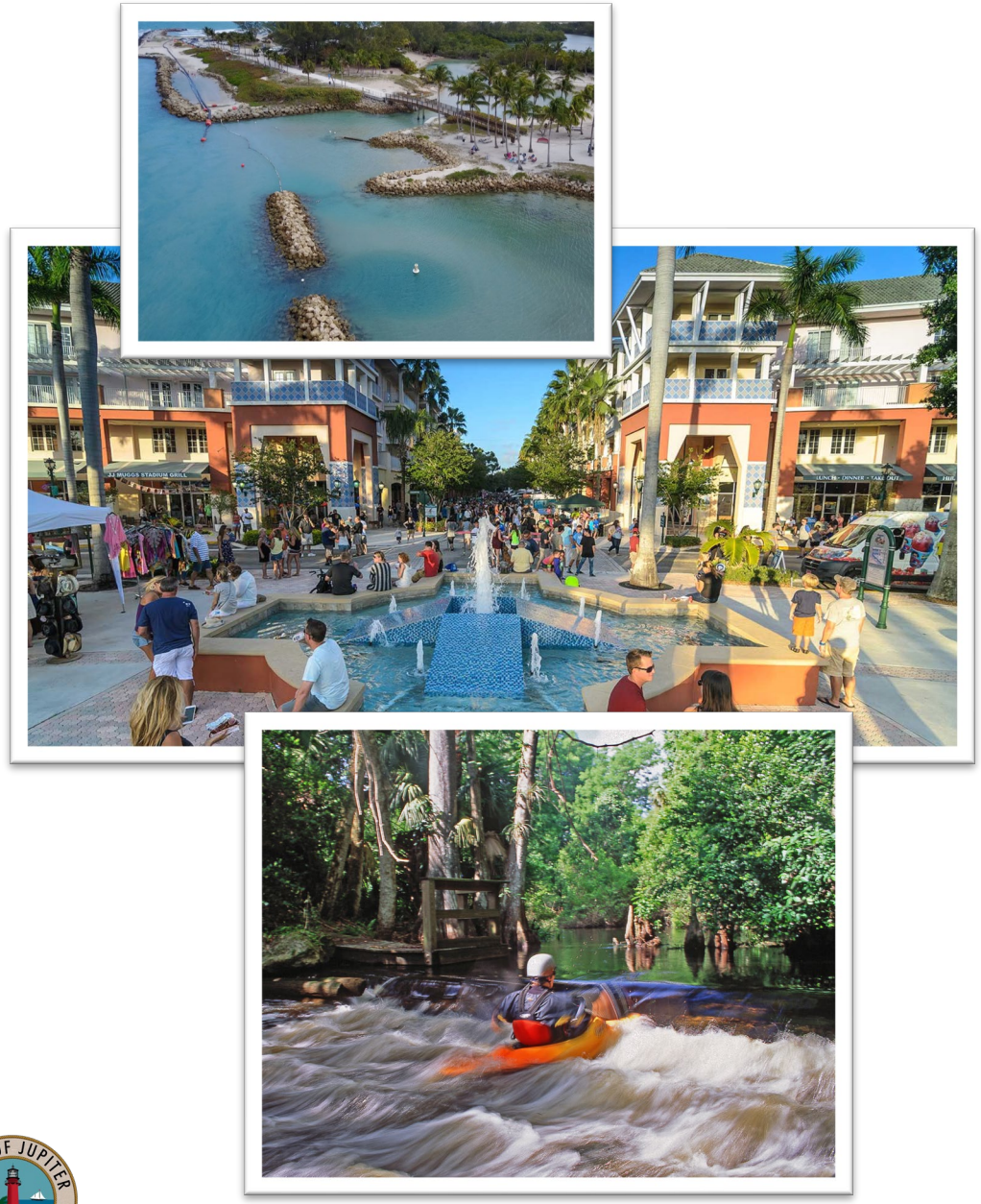
2026-2028 Strategic Plan

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.

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 nautral areas; green spaces, parks, beaches and landscaping. MaintainJupiter 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 to 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.

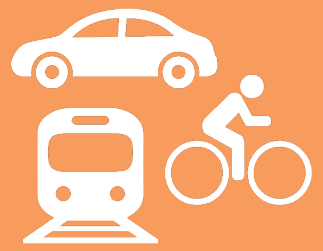
Town Communication

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.

Improved mobility for all modes of transit.

Mobility



- 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.

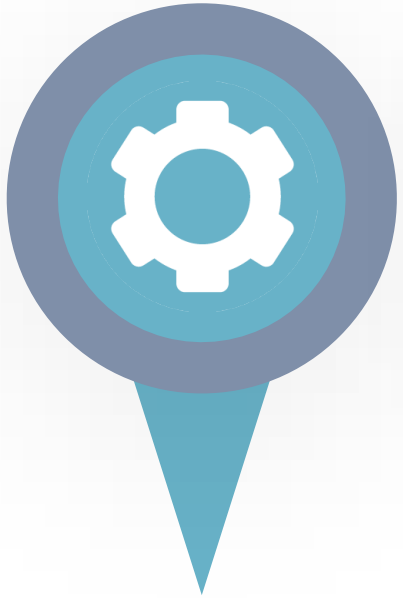
- Sufficient investment in organization's infrastructure to maximize productivity, enhance performance and develop technical and leadership skills.
- Overall costs of Town government managed to enable a sustainable future.
- Employees valued and invested in the achievement of strategic and operational 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 Strategic Initiatives & Timeline

The following pages detail a three-year timeline of the strategic initiatives and their action plans by category.

New

Strategic initiatives or action plans added during this cycle.

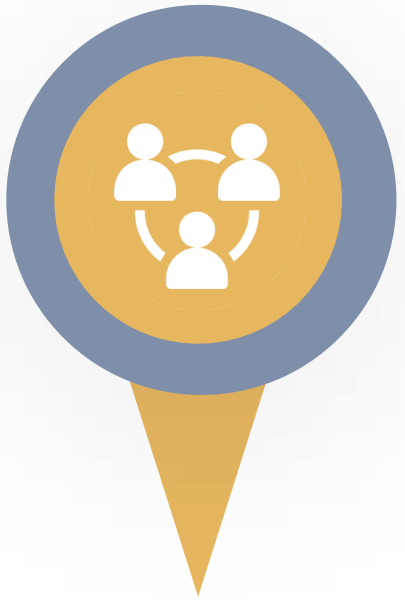


In Progress

Strategic initiatives or action plans currently underway or actively being worked on by staff

Recurring

Strategic initiatives or action plans that take place annually. Staff will continue to provide regular status updates.



Require Town Council or Outside Agency Action

Strategic initiatives or action plans that depend on advocacy by the Town Council or actions by an outside agency.

Proposed 2026-2028 Strategic Plan
SAFETY

New | In Progress | Recurring | Requires Town Council or outside agency action

Initiative and Action Plans	CY 2026				CY 2027				CY 2028			
	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.												
Collaborate with FEC and Brightline to complete installation of safety fencing along the rail corridor within the Town of Jupiter boundaries.[1]	■	■	■	■	■	■	■	■	■	■	■	■
Design and construct safety fencing to include critical unfenced areas in the Town of Jupiter not covered by Brightline.		■	■	■	■	■						
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

Initiative and Action Plans	CY 2026 Q1	CY 2026 Q2	CY 2026 Q3	CY 2026 Q4	CY 2027 Q1	CY 2027 Q2	CY 2027 Q3	CY 2027 Q4	CY 2028 Q1	CY 2028 Q2	CY 2028 Q3	CY 2028 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.	■	■	■	■								

[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

Initiative and Action Plans	CY 2026 Q1	CY 2026 Q2	CY 2026 Q3	CY 2026 Q4	CY 2027 Q1	CY 2027 Q2	CY 2027 Q3	CY 2027 Q4	CY 2028 Q1	CY 2028 Q2	CY 2028 Q3	CY 2028 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 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.[1,2]	■	■	■	■	■	■	■					
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.[1,3]	■	■	■	■	■	■	■	■				
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 Item 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.
[2] Project is listed as FDOT project FM#454564-1.
[3] Project is listed as Palm Beach Metropolitan Planning Organization priority project MPO #21-6 and FDOT: FM#449935-1.

Proposed 2026-2028 Strategic Plan
MOBILITY

New | In Progress | Recurring | Requires Town Council or outside agency action

Initiative and Action Plans	CY 2026				CY 2027				CY 2028			
	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 support for funding for FDOT's SUN Trail/East Coast Greenway project.[4]												

[1] The success of this Action Item 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.
[4] Project is listed as Palm Beach Metropolitan Planning Organization priority project MPO #23-1 and FDOT: FM#454579-1.

Proposed 2026-2028 Strategic Plan
GREEN, BLUE AND OPEN SPACE

New | In Progress | Recurring | Requires Town Council or outside agency action

Initiative and Action Plans	CY 2026 Q1	CY 2026 Q2	CY 2026 Q3	CY 2026 Q4	CY 2027 Q1	CY 2027 Q2	CY 2027 Q3	CY 2027 Q4	CY 2028 Q1	CY 2028 Q2	CY 2028 Q3	CY 2028 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

Initiative and Action Plans	CY 2026 Q1	CY 2026 Q2	CY 2026 Q3	CY 2026 Q4	CY 2027 Q1	CY 2027 Q2	CY 2027 Q3	CY 2027 Q4	CY 2028 Q1	CY 2028 Q2	CY 2028 Q3	CY 2028 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.												
Design and construct public safety dock and public water access.		■	■	■	■	■	■	■	■	■	■	
Design and construct Riverwalk loop and other park amenities.									■	■	■	■
Baseball/Roger Dean Chevrolet Stadium: Continue community partnerships with Major League Baseball and Roger Dean Chevrolet Baseball Stadium.												
Complete field usage agreement.	■	■										

[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

Initiative and Action Plans	CY 2026				CY 2027				CY 2028			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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.												
Acquire the historically significant portions of the Suni Sands property site in order to respect and preserve the unique archeological and historic portions of the site.[1]												
Develop a design and construction plan to stabilize the Town-owned portion of the Suni Sands waterfront.												
Develop a plan for historical preservation for the Town's portion of Suni Sands.												

[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

Initiative and Action Plans	CY 2026				CY 2027				CY 2028			
	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 and phase 2, vehicle maintenance facility and administrative facility.				■	■	■	■	■	■	■	■	■

For more information:

www.jupiter.fl.us/strategicplan

TOWN OF JUPITER
Purchase of Nanofiltration Scrubber Pumps

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a purchase order to DXP Enterprises (dba Carter & VerPlanck) for two nanofiltration scrubber pumps for an amount of $84,485

EXECUTIVE SUMMARY

Approval of a purchase order (PO) to DXP Enterprises (DBA Carter & VerPlanck) for an amount of $84,485 is requested to purchase two recirculation pumps with motors and associated components, to replace existing aged pumps at the Town's nanofiltration (NF) post-treatment scrubbers. DXP is the sole authorized Water Sales Representative for Flowserve pumps in the state of Florida and is an approved single source provider with the Town.

The NF scrubbers treat hydrogen sulfide gas, a by-product of the NF treatment process, by converting the corrosive gas to a liquid slurry that can be safely disposed of. Recirculation pumps circulate the chemical solution that facilitates the gas to slurry conversion. For the past several years, the existing NF scrubber pumps, installed in 2010, have been failing frequently and are unreliable. Their like-kind replacement is warranted due to existing condition, lack of reliability, existing piping configuration and repair costs. Approximately $74,000 was expended over the last two years repairing and maintaining the existing pumps.

DXP supplied the Town with a price proposal, included as Attachment 1, for $84,485, to furnish two Flowserve 316 SS pumps with motors and associated components and start-up services. Funding to purchase the pumps was adopted and is available in the fiscal year (FY) 2026 Water Plant Operating Repairs and Maintenance budget. In accordance with the Town's Procurement Policy and Standard Operating Procedures, DXP is an approved single source provider through April 16, 2026. Approval of this purchase order on March 3, 2026, will enable staff to proceed with placing an order for the pumps, with delivery anticipated to occur in September 2026.

ANALYSIS

The existing recirculation pumps at the nanofiltration post-treatment scrubbers are 16 years old and have become unreliable, resulting in frequent and costly repairs. Their like-kind replacement is warranted and was budgeted in the Town's FY2026 Operating Budget, Water Plant Repairs and Maintenance account. Approval of a purchase order in an amount of $84,485, to DXP Enterprises (DBA Carter& VerPlanck), an approved single source provider for the Town, is requested to purchase two new replacement Flowserve pumps, motors and associated components as specified in DXP's price proposal. Approval of the purchase order will enable staff to proceed with the purchase and replace the equipment as needed.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Proposal from DXP Enterprises
2. Approved Single Source Provider - DXP Enterprises
3. Procurement Manager Review Memo

FUNDING SOURCE

Amount of this Request	$84,485	
Amount Approved in Budget	$100,000	Source: 40050133-546000 (FY2026 Operating Budget, WTP Repairs & Maint.)

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

Proposal

To: **Austin Berger**
Town of Jupiter

Date: **January 21, 2026**

Re: **Scrubber Pumps**
Flowserve Pump Scope

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 90 DAYS

As the Florida Representative for Flowserve Pumps, Carter VerPlanck would like to provide you with a quote for two Flowserve 2K6x4-13RV M3 ST with 15HP/1,800RPM Motor including freight and start-up services for $84,485.

I. Warranty

The Pumps are subject to Flowserve's standard warranty twelve (12) months from start-up, not to exceed eighteen (18) months from shipment not Owner Acceptance, Substantial Completion or any other Project Milestones.

II. Items not included unless specified herein

A. VFDs not included in price
B. Off-loading at jobsite, any labor or tools for Assembly or Installation, Field operation, Field performance testing
C. Suction or Discharge piping, mechanical couplings, supports, tie rods, leveling screws, fittings, Air relief valves / Vacuum valves / Isolation valves, Gauges, T cocks, templates or accessories
D. Vibration isolation equipment
E. Seal water or drain accessories such as flow indicators, pressure reducing valves, Y strainers, fittings
F. Seismic Analysis
G. Any Type of Controls, Instrumentation, MCCs, Starters, Power Factor Correction Capacitors, Panels, cable, wiring, conduits, temperature or vibration probes, remote controls, or any auxiliary electrical equipment extraneous to the pump motors
H. Standard tools or tool chests, lubricants, grease fitting extensions or guns
I. Field painting, touch-up paint supply

Price includes freight. Quotation does not include any sales or use tax except as listed in the Bid Form. This quote is based on current steel and iron pricing and availability. Due to the unstable market for raw materials, increases in pricing may be passed on at the time of order. In the event of additional **international trade tariffs**, final pricing will be subject to any additional tariffs.

Please Note:

1. Pump equipment guarantees are based on certified factory tests only. Should BUYER's field tests indicate that SELLER's equipment does not meet the specified performance requirements, SELLER shall make its field service representative available, at SELLER's published field service rates, for consultation purposes and to assist in identifying the root cause of the performance discrepancy. If such root cause is determined to be SELLER's fault or responsibility, then Contract warranty provisions apply and SELLER's sole obligation and BUYER's sole remedy is repair of the defect at issue to comply with the specified performance requirements
2. In the event any documentation review exceeds two (2) revisions or any documentation review and approval is delayed beyond two (2) weeks or ten (10) working days, and the cause of those revisions or delays is not due to

Carter & VerPlanck, a DXP Company
4910 W Cypress St. | Tampa, Florida 33607 | P: 813.287.0709 | F: 813.282.8216 | www.cviwater.com

the fault or omission of the Seller, Seller reserves the right to alter the delivery date and/or charge Buyer for additional costs associated with subsequent revisions or delays. Unless otherwise stated, in the event approval and release to manufacture is delayed beyond six (6) months from placement of PO at no fault of Seller, Seller reserves the right to alter the delivery dates and/or charge Buyer for any cost increases

3. Price and delivery for the goods in this proposal are based on the current costs of raw materials, supplies and components, including but not limited to metals and metal products (the "Materials"). The market for these Materials is considered volatile due to newly enacted and proposed tariffs, duties, levies, taxes or other unforeseen cost increases. Therefore, if the cost increase for these Materials exceeds 3%, we reserve the right to adjust our prices accordingly.
4. If Carter VerPlanck's costs rise due to factors beyond its control, such as tariff increases, Carter VerPlanck must reserve the right to adjust our prices to compensate for such increases
5. We do not include sales tax, pressure gauges, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
6. Under no circumstances will Carter & VerPlanck, a DXP Company or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
7. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon *no retainage.*
8. Pricing is based upon Carter & VerPlanck's and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. *No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.*

Quoted By: *Tyler J. Tedcastle, P.E.*
Carter & VerPlanck, a DXP Company

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TERMS & CONDITIONS OF SALE

1) Neither Carter & VerPlanck, a DXP Company nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.

2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, a DXP Company, will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.

3) Price does not include any gauges, gauge cocks, tools, lubricants, installation, spare parts, start-up service or other items not specifically called out herein.

4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.

5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.203. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6) **NOT INCLUDED:** Unless specifically set forth in the scope of the quotation, this offer **does not** include:
- start-up assistance or field services
- interconnecting wiring and/or conduit
- installation labor
- installation supervision
- motor control equipment
- motor starters or contactors
- power distribution equipment
- miscellaneous mechanical and mounting hardware

7) **FREIGHT:**
A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
SELLER prepays freight charges.
SELLER bears freight charges.
CONSIGNEE must file claims for loss or damage, (if any).
C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.

8) **TAXES:**
The prices quoted are exclusive of, and Purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.

9) **VALIDITY OF PRICING:**
The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from Purchaser within 30 days from the date of this offer, and Purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.

10) **PAYMENT TERMS:**
Seller's payment terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of 11/2% per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. **Our price is based on no retainage.**

11) **DELIVERY:**
The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

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12) **SERVICE:**
No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be **completely** prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

13) **GENERAL:**
The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

14) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, a DXP Company, is not an agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

15) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

16) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.

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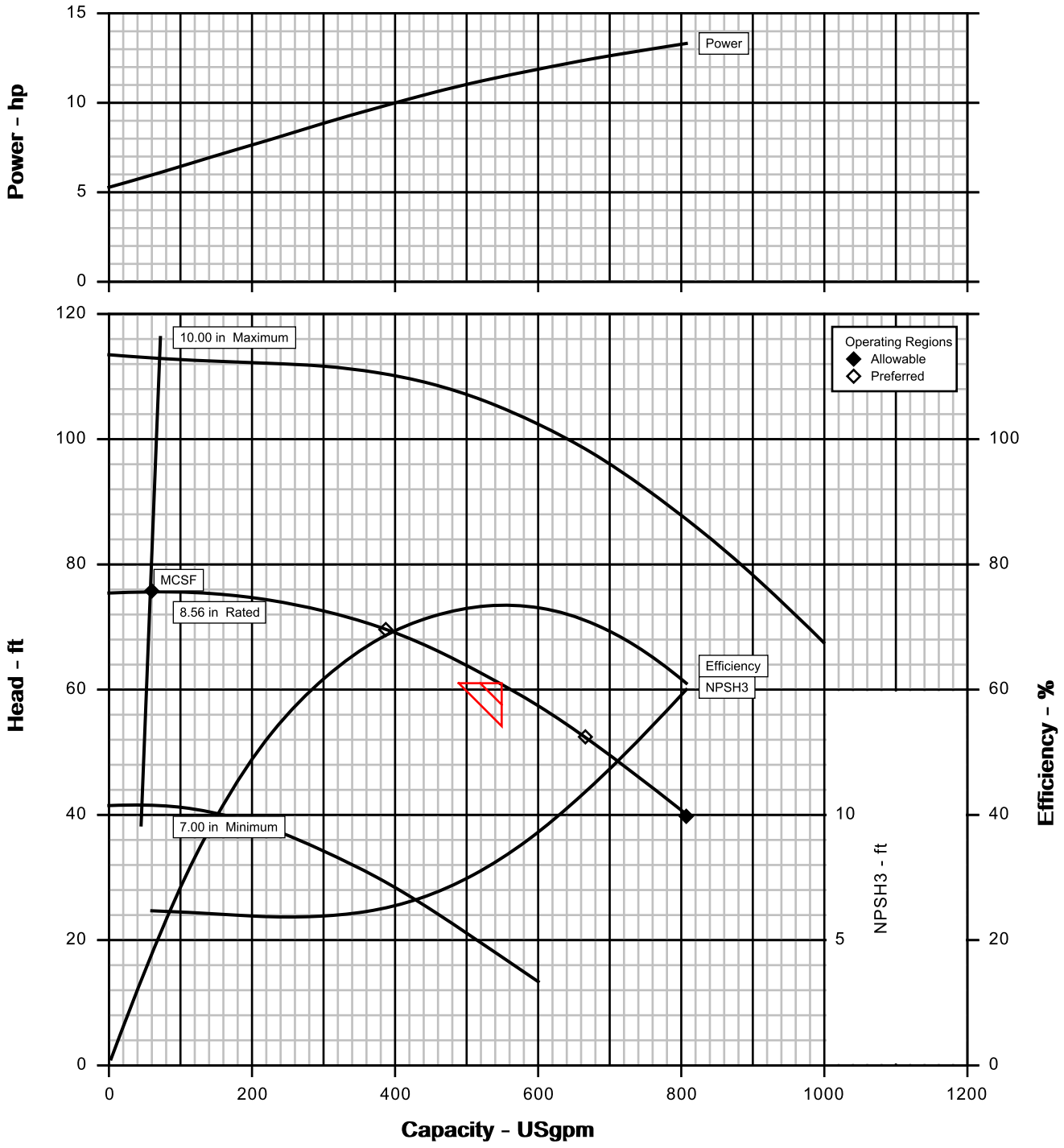
Pump size & type / Stages	: 2K6x4-10OP M3 ST / 1
Based on curve no.	: MIII8367V
Impeller diameter	: 8.56 in

Customer	: Austin Berg	Capacity	: 550.0 USgpm
Item number	: Nano Scrubber	Head	: 61.00 ft
Service	: -	Density / Specific gravity	: - / 1.000
Flowserve reference	: 5207348426	Pump speed	: 1,780 rpm
Date	: December 16, 2025	Ns / Nss (per eye)	: 1,522 / 8,250 (US)
		Test tolerance	: ANSI/HI 14.6 Grade 1U

CURVES ARE APPROXIMATE, PUMP IS GUARANTEED FOR ONE SET OF CONDITIONS; CAPACITY, HEAD, AND EFFICIENCY....



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Customer	: Austin Berg	Pump / Stages	: 2K6x4-10OP M3 ST	/ 1
Customer reference	: -	Based on curve no.	: MIII8367V	
Item number	: Nano Scrubber	Flowserve reference	: 5207348426	
Service	: -	Date	: December 16, 2025	

Operating Conditions

Capacity (rated/normal)	: 550.0 USgpm / -
Water capacity (CQ=1.00)	: -
Total developed head	: 61.00 ft
Water head (CH=1.00)	: -
NPSHa/NPSHa less margin	: 34.0 ft / -
Maximum suction pressure	: 0.0 psig

Liquid

Liquid type	: Chemical
Liquid description	: -
Temperature	: 60 °F
Density / Specific gravity	: - / 1.000
Solid Size - Actual / Limit	: - / 0.6250 in
Viscosity / Vapor pressure	: 1.00 cSt / 0.00 psia

Materials / Specification

Material column code	: D4
Pump specification	: ASME B73.1

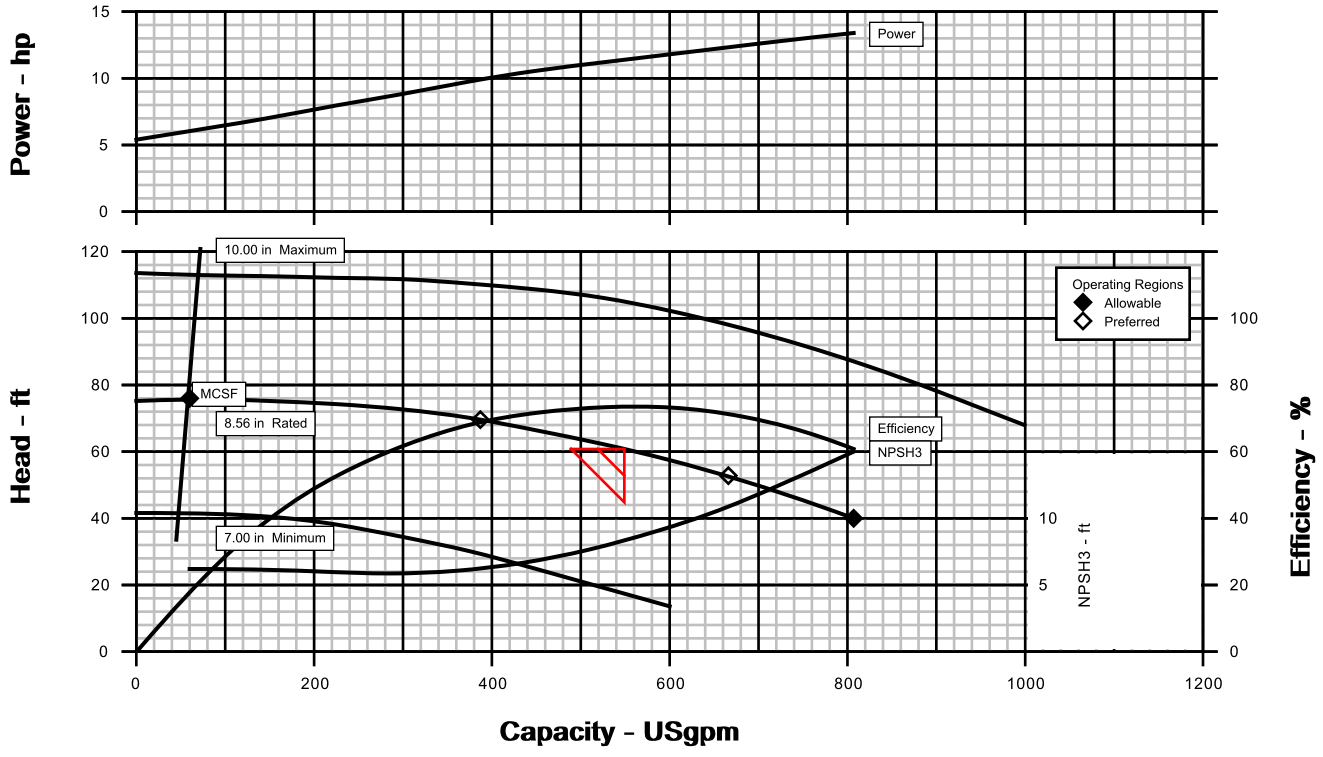
Other Requirements

Hydraulic selection : No specification
Construction : No specification
Test tolerance : ANSI/HI 14.6 Grade 1U
Driver Sizing : Max Power (SO to EOC) not using SF
Seal configuration : Single Seal

Performance

Hydraulic power	: 8.47 hp	Impeller diameter	
Pump speed	: 1,780 rpm	Rated	: 8.56 in
Pump overall efficiency (CE=1.00)	: 73.7 %	Maximum	: 10.00 in
NPSH required (NPSH3) (CNPSH=1.00)	: 8.2 ft	Minimum	: 7.00 in
Rated brake power	: 11.5 hp	Ns / Nss (per eye)	: 1,522 / 8,250 (US)
		Minimum continuous flow	: 59.3 USgpm
Maximum brake power	: 13.3 hp	Maximum head at rated diameter	: 75.39 ft
Driver power rating	: 15.0 hp / 11.2 kW	Flow at BEP	: 554.6 USgpm
Casing working pressure	: 32.6 psig	Flow as % of BEP	: 99.2 %
(based on shut off @ cut dia/rated SG)		Efficiency at normal flow	: -
Maximum allowable	: 275.0 psig	Impeller diameter ratio (rated/max)	: 85.6 %
Hydrostatic test pressure	: 413.0 psig	Head rise to shut off	: 23.6 %
Estimated rated seal chamber pressure	: 5.2 psig	Total head ratio (rated / max) / (max / rated)	: 58.0 % / 172.3 %

CURVES ARE APPROXIMATE, PUMP IS GUARANTEED FOR ONE SET OF CONDITIONS; CAPACITY, HEAD, AND EFFICIENCY.
MCSF PROVIDES MECHANICAL PROTECTION ONLY. MINIMUM THERMAL FLOW MUST BE CALCULATED FOR THE SPECIFIC FLUID AND OPERATING CONDITIONS.



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FLOWSERVE

Construction Datasheet

Customer	: Austin Berg	Pump / Stages	: 2K6x4-10OP M3 ST / 1
Customer reference	: -	Based on curve no.	: MIII8367V
Item number	: Nano Scrubber	Flowserve reference	: 5207348426
Service	: -	Date	: December 16, 2025

Construction

Nozzles	Size	Rating	Face	Position
Suction	6.00	150#	FF	End
Discharge	4.00	150#	FF	Top

Casing mounting	: Foot
Casing split	: Radial
Impeller type	: Open
Bearing type (radial)	: Sgl Row
Bearing number (radial)	: 6310-C3
Bearing type (thrust)	: Dbl Row
Bearing number (thrust)	: 5310-AHC3
Bearing lubrication	: Flood
Rotation (view from driver)	: CW per Hyd. Institute

Materials

Casing	: 316SS (D4/CF8M)
Impeller	: 316SS (D4/CF-8M)
Seal chamber	: FML Box / (316SS)
Shaft	: ZH/316SS ButtWelded
Sleeve	: No Sleeve

Baseplate, Coupling and Guard

Baseplate type	: Type A Foundation
Baseplate material	: Steel
Baseplate size	: 258 Baseplate
Coupling manufacturer	: T.B. Woods
Coupling size	: Sure-Flex SC7
Coupling / Shaft guard	: Steel
Shaft / seal guard	: None Supplied

Weights (Approx.)

Bareshaft pump (net)	: 290.0 lb
Baseplate (net)	: 234.0 lb
Driver (net)	: 265.0 lb
Shipping gross weight/volume	: 907.3 lb / 21.90 cu.ft

Testing

Hydrostatic test	: Non witnessed
Performance test	: Non witnessed
NPSH test	: None

Paint and Package

Pump paint	: FLS St'd PU Topcoat
Base grout surface prep	: N/A
Shipment type	: Domestic

Driver Information

Manufacturer	: Flowserve Choice
Power	: 15.0 hp / 11.2 kW
Service factor (requested / actual)	: 1.15 / 1.15
Synchronous speed	: 1,800 rpm
Orientation / Mounting	: Horizontal / Foot
Driver type	: NEMA
Frame-size / material	: - / Iron
Enclosure	: TEFC-PE
Hazardous area class	: -
Explosion 'T' rating	: -
Volts / Phase / Hz	: 460 V / 3 / 60 Hz
Amps-full load/locked rotor	: 17.60 A / 113.00 A
Motor starting	: Direct on line (DOL)
Insulation	: F
Temperature rise	: -
Bearings	: Ball
Lubrication	: Grease
Motor mounted by	: Flowserve

Sound Pressure (dBA @ 1.0 m)

Driver, expected	: 66.0 dBA
Pump & driver, estimated	: 71.0 dBA

Seal Information

Arrangement	: Single Cartridge
Size	: 1.875
Manufacturer / Type	: Flowserve / ISC2 Pusher
Material code (Man'f/API)	: C2CPX----ECXV- / -
Internal neck bushing	: Not Available

Gland

Gland material	: 316SS
Flush	: .375" NPT
Vent	: .375" NPT
Drain	: .375" NPT
Auxiliary seal device	: Carbon Bushing

Piping

Seal flush plan	: Plan 03
Seal flush construction	: Not supplied
Seal flush material	: Not supplied
Aux seal flush plan	: Plan 61
Aux seal flush construction	: Not supplied
Aux seal flush material	: Not supplied

Notes

-

ANSI 3A w/site, magnetic drain plug

-

-

-

XSD Drawing No. 0000AMK3SXX2KXXFTOPSSMSFM

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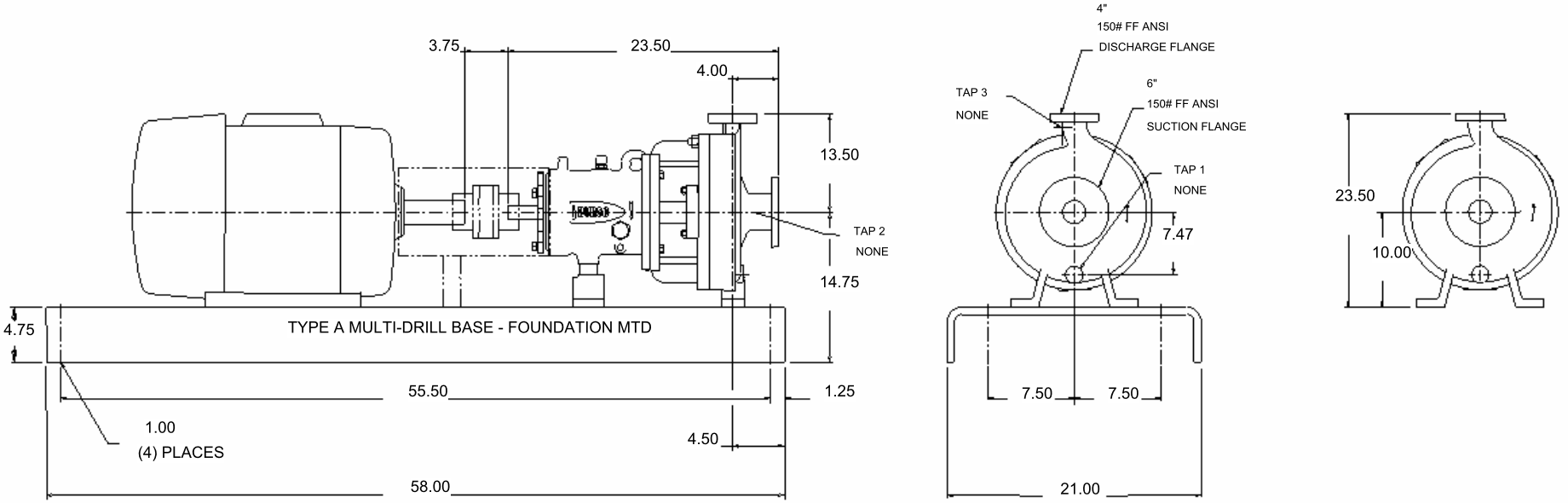
Dimensions certified for construction
when properly endorsed below.
Refer to factory for any "*" dimensions.
DO NOT SCALE DRAWING

NOTES:
1. Consult pump I.O.M. before installing the pump.
2. Installation dimensions are +/- .13" (3mm), unless otherwise noted.
3. Foundation bolts and piping should not be set rigidly before receipt of

4. Allow a minimum of .75" (19mm) under baseplate for adjustment and grouting.
5. All holes in flanges are offset from centrelines.
6. Piping, foundations, and systems are the responsibility of others. Flowserve Pump Division data and comments are offered as an aid, but Flowserve Pump Division cannot assume responsibility for the system design or operation. It is recommended that a specialist skilled in this area be consulted to ensure a successful installation.
7. Dimension shown from bottom of base to centerline of pump includes any blocks under pump, as necessary.

ASME size A80 - Shaft OD at coupling 1-1/2"
Shaft Dia. at Seal: 1.875"
Shaft Dia.at Cplg: 1.500"



-

Customer	: Austin Berg	Pump size & type	: 2K6x4-10OP M3 ST	Drawing number	: -
Item number	: Nano Scrubber	Pump speed / Stages	: 1,780 rpm / 1	Date	: December 16, 2025
Service	: -	Flow / Head	: 550.0 USgpm / 61.00 ft	Certified by / Date :	: -
Customer PO #	: -	Driver power / Frame	: 15.0 hp / 11.2 kW / -	Seal type	: ISC2 Pusher
Flowserve reference	: 5207348426	Volts / Phase / Hz	: 460 V / 3 / 60 Hz	Seal flush plan	: Plan 03

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Pricing Sheet / Scope of Supply

Customer:	Austin Berg	Pump / Stages:	2K6x4-10OP M3 ST / 1
Cust / Proj		Based on curve	MIII8367V
Item number:	Nano Scrubber	FLS # /	5207348426 /
Service:		Date:	Dec 16, 2025

Qty	Description		
2	2K6x4-10OP M3 ST FPD - D4 Mark 3 & LoFlo ANSI - - - - - - - - - - - - - - SCOPE OF SUPPLY - - - - - - - - - - - - - - Packaging by Chesapeake Shipping Destination - USA Safe (non explosive) Atmosphere Pump - Standard Duty - - - - - - - - - - - MATERIAL MODIFICATIONS - - - - - - - - - - - Casing - 316SS (D4/CF8M) Impeller - 316SS (D4/CF-8M) • Front Vane Open Design Cover - 316SS (D4/CF-8M) Shaft - Oversized Standard (2K) • Shaft - ZH Steel w/316SS Friction Weld Bearing Housing - CI Bearing Housing Adapter - DCI2 Bearing Housing Foot - CI Cover Gasket - TM Impeller Gasket - TFR No Impeller Nut O-Ring Required Casing Studs - B7TF / Nut - SRTF (Steel-TFE Coated) Gland Studs - B8C1 / Nut - E8 (18-8) - - - - - - - - - MECHANICAL MODIFICATIONS - - - - - - - - - - Casing - Standard 150# Flanges • 150# FF ANSI Drilling No Casing Drain (Tap 1) • No Casing Suction Tap Possible for this Pump Size • No Discharge Tap • Plastic Flange Covers Impeller Balance to ISO 21940 (formerly ISO 1940) G6.3 Power End - ANSI 3A for ASME B73.1 • Bearings - Oil Lubricated • 1" Sight Gage Only (No Oiler) on right side viewed from Coupling		

Feature quantities match pump quantity unless otherwise noted.

Qty	Description		
	• Oil Seals - Flowserve Bearing Gard BBV • Brg Hsg - Magnetic Drain Plug 304ss Standard Nameplate - - - - - - - - - MECHANICAL SEALS & PACKING - - - - - - - - - Shaft Sealing Diameter - 1.875" Flowserve ISC2 Series • C2C - Standard Elastomer Group C • PX - Single Stationary Pusher • E - 316/316L St.St. (5---) • CX - Resin Carbon vs SilCar (-Z-T) • V - Fluoroelastomer (FKM) - (--4-) • B - Large Bore Gland • Flush, Quench & Drain NPT Ports w/Fixed Carbon Bush Seal Chamber - FML (Large Bore Taper design + Flow Modifiers) - - - - - - - - - - - SEALING FLUSH SYSTEMS - - - - - - - - - - - Plan 03 (Internal circulation created by Taper Bore seal chamber) Plan 61 (Plugged Quench & Drain Connection for Purchaser Use) - - - - - - - - - - - - - - - - - COUPLINGS - - - - - - - - - - - - - - - - - Standard Coupling Build • 3.5" Spacer Required • Service Factor - Default • Woods Sure-Flex Plus SC w/Std Spacer [SC7] • EPDM Spacer - - - - - - - - - - - - - - - - - - GUARDS - - - - - - - - - - - - - - - - - - Standard Steel Coupling Guard (Safety Yellow) - - - - - - - - - - - - - - - - - BASEPLATE - - - - - - - - - - - - - - - - - Type A (Multi-Drill) Foundation Mounted Base for Grout • 258 Baseplate • Steel - Baseplate • Standard Top Surface Finish - 0.015"/12" or 1.25mm/1000mm • Polybloc - Driver Mounting • Steel - Fasteners • Baseplate - Earthing Connection x 2 Diagonally Opposite • Grout Hole Included • Baseplate - Lifting Eyes (4) • Base Mod. for Seal Plan Mounting Bracket • Underside Base Prepared for Grout - - - INSTRUMENTATION / CONDITION MONITORING - - - - - - - - - - - - - - - - QUALITY ASSURANCE - - - - - - - - - - - - - No 2.1 Certificate of Compliance No 2.2 Cert of Compliance No 3.1 CMTRs No Customer Inspection		

Feature quantities match pump quantity unless otherwise noted.

Customer:	Austin Berg	Pump / Stages:	2K6x4-10OP M3 ST / 1
Cust / Proj		Based on curve	MIII8367V
Item number:	Nano Scrubber	FLS # /	5207348426 /
Service:		Date:	Dec 16, 2025

Qty	Description		
	- - - - - - - - - - - - HYDROSTATIC TESTING - - - - - - - - - - - - 10 Min Non-Wit Hydro Test-Csg & Cvr Only - - - - - - - - - - - - PERFORMANCE TESTING - - - - - - - - - - - Performance Test - ANSI/HI 14.6 Grade 1U • Test - Per ANSI/HI 14.6.3.4.1 • Non-Witnessed Test • At Standard 60Hz Speed - - - - - - - PAINTING & SURFACE PREPARATIONS - - - - - - Pump Coating System 1 - Manufacturer's St'd Polyurethane Top Coat • Color - Quartz Grey (RAL 7039) Baseplate Coating - Same as Pump Coating System • Color - Quartz Grey (RAL 7039) Coupling Guard Coating - Manufacturer's Standard • Color - Signal Yellow (RAL 1003) Driver/Motor Coating - Manufacturer's Standard • Color - Manufacturer's Standard - - - - - - - - - - - - COMMERCIAL OPTIONS- - - - - - - - - - - - • Warranty – 12 Months Start-Up / 18 Months Shipment - - - - - - - - - - - - - - DOCUMENTATION - - - - - - - - - - - - - - **********Flowserve Detailed Documentation Package********** + Affinity / Standard Performance Curve (Review Only) + Affinity Hydraulic Data Sheet (Review Only) + Typical Pump Cross Sectional Drawing (Review Only) + Recommended Spare Parts Start-up, 2 Years & capital (Unpriced) (Review Only) + Standard Installation & Operation Manual (Review Only) + Bill of Material (Review Only) + Hydrostatic (10 Minute) Test Certificate (Review Only) + Mechanical Seal Drawing + Typical Coupling Drawing + Motor Typical Outline Drawing + Motor Typical Wiring Diagram + Motor Typical Performance Data + Motor Installation & Operation Manual (IOM) (Review Only) + 2.1 material Cerificate of Compliance (wet End Components) + Engineering CAD GA drawing with Centre of Gravity + QA Control Plan - Inspection & Test + Nozzle Loads + Nameplate Drawing/Data + Hydrostatic Test Procedure + Paint Procedure + NDE Procedures (for applicable testing selected in Affinity) + Long-term Storage Procedure + Storage, Handling & Package Procedure		

Feature quantities match pump quantity unless otherwise noted.

Qty	Description		
	+ Weld Procedure **********Test/Material Certification********** + Performance test results Installation and Operations Manual • English - Language Submittal Package Required • Approval Documents- Hold Manufacture • Package Must Be Returned within (2) Weeks of Submittal Electronic Document Submittals • Flowserve Standard Format via Email - - - - - - - - - - - - - - - - - PACKAGING - - - - - - - - - - - - - - - - Packaging - Standard Domestic (6 Months) - - - - - - - - - - - - INCO & FREIGHT TERMS - - - - - - - - - - - CPT - Carriage Paid To - - - - - - - - - - - - - - - - SPARE PARTS - - - - - - - - - - - - - - - No Spare Parts		
2	Driver - - - - - - - - - - - - - - - - - - MOTORS - - - - - - - - - - - - - - - - - - NEMA Foot Mt'd Motor supplied by Flowserve • Flowserve Choice • TEFC, PE (15.0 hp 1800 RPM 254T) • 230/460 Volts • No Space Heaters Driver Mounted to Base by Flowserve		

Customer Comments

Shipment (after receipt of order and full release to manufacture) is 30 working weeks.

Feature quantities match pump quantity unless otherwise noted.

Town of Jupiter
Sole Source Provider Approval Form

Department
Utilities-Water Plant

Vendor and Vendor# (V- ####)
DXP Enterprises (V-4021) DBA Carter & Verplanck

Prior Year Expense (if any)
$ 0

Expected Current Year Expense
$ 150,000

GL Account Number(s)
40050133-546000; 40050133-546002

Description of Goods or Services

Durco/Flowserve centrifugal ANSI Class, open ended chemical solution recirculation pumps and Floridian Aquifer well production pumps. Durco and Flowserve have merged.

Explain Why Vendor Should be Considered Sole Source

Carter & Verplanck, a DXP company, is recognized and commissioned by the pump manufacturer of Durco/Flowserve pump systems as the sole authorized Water Sales Representative for Florida for the sale of Durco/Flowserve pumps and repair components. The Town of Jupiter Utilities owns and operates six (6) Durco/Flowserve pumps. Durco/Flowserve's centrifugal, positive displacement and specialty fluids pumps are key components to concentrate degas scrubber process and Floridian Aquifer production wells.

Select Only Those That Currently Apply

- [x] No other source can meet the Town's requirements
- [x] Different brand, make or specifications would be incompatible with currently owned equipment
- [ ] Without modifications to existing Town systems, no other options exist
- [x] No other after market product meets the Towns and/or system requirements
- [ ] Contract with manufacturer prohibits use of other products
- [ ] Use of alternative products voids current warranty
- [x] Manufacturer has restricted service and/or sales distribution network which limits Town to this single vendor

Employee Submitting Request (print name)
Chris McKenzie/Austin Burg

Date
03/20/2025

Signatures:

Department: _____ [x] Director [ ] Asst Director — 4/2/2025

Finance: _____ [ ] Director [x] Asst Director — 04/16/2025

Town Managers Office: _____ 04/16/2025

Docusign Envelope ID: 6DB0D28B-A23C-4D95-928C-CEF75B84E3E0

FLOWSERVE

AUTHORIZATION LETTER

March 19, 2025

Austin Burg
Waterplant Maintenance Supervisor
17403 Central Blvd.
Jupiter, Fl 33458

Dear Austin:

This letter is to hereby acknowledge that Carter & Verplanck, a DXP Company, with offices at 4910 West Cypress Street, Tampa, FL 33607, United States is recognized by Flowserve US Company ("Flowserve") as the sole authorized Water Sales Representative of Flowserve for Jupiter, Florida.

Carter & Verplanck, a DXP Company, is authorized to promote sales, receive inquiries, and present quotations, for the products within the markets and territories specified in the attached **PRODUCTS and TERRITORY**. For the avoidance of doubt, this does not include mechanical seals.

Regards,

DocuSigned by:
Stephanie Ruttman
BEC9057671134B5...

Stephanie Ruttman
Contracts and Channel Partner Manager

Docusign Envelope ID: 6DB0D28B-A23C-4D95-928C-CEF75B84E3E0

PRODUCTS and TERRITORY

Product Description	
Industrial	**Engineered**
General Purpose Pumps - Horizontal Single Stage Close Coupled General Purpose Pumps - Horizontal Single Stage Frame Mounted General Purpose Pumps - Vertical Single Stage In-Line General Purpose Pumps - Vertical Single Stage Sump General Purpose Pumps - Horizontal Axially Split Single Stage <=12" General Purpose Pumps - Horizontal Axially Split Multistage - Light Duty General Purpose Pumps - Segmental Ring - Light Duty General Purpose Pumps - Composite Medium Duty Process Pumps - Medium Duty (Non API) Process Pumps Medium Duty Process Pumps - ANSI/ASME Metallic Sealed Medium Duty Process Pumps - ANSI/ASME Non-Metallic Sealed Medium Duty Process Pumps - Sealless Chemical Ansi Metallic Medium Duty Process Pumps - Paper Stock / High Capacity End Suction Medium Duty Process Pumps - Sewage (Or Waste Water) Treatment Medium Duty Process Pumps - ANSI/ASME Sealless Nonmetallic Abrasive Solids Pumps - Rubber Lined Abrasive Solids Pumps - Hard Metal Abrasive Solids Pumps - Horizontal Abrasive Solids Pumps - Vertical Abrasive Solids Pumps - Submersible General Purpose Vertical Turbine Pumps - <30" General Purpose Vertical Turbine Pumps - Canned <30" Gear Pumps INNOMAG Horizontal Pumps – Horizontal Axial Flow Twin Screw Vacuum - Liquid Ring Vacuum Standard, Special, Gas Ejector Vacuum - Liquid Ring Vacuum Compressor Vacuum - Liquid Ring Vacuum Systems Vacuum - Dry Vacuum - SIHIboost General Purpose - Side Channel Pumps General Purpose - Horizontal / Vertical Single Stage & Multistage Special Medium Duty Process - ISO/DIN Metallic Sealed Medium Duty Process - ISO/DIN Metallic Sealless Medium Duty Process - Horizontal End Suction - Thermal Medium Duty Process - Segmental Ring All other - Sludge Mixer	Horizontal Pumps - Horizontal Axially Split Single Stage >Than 12" Horizontal Pumps - Horizontal Axially Split Heavy Duty Single Stage Steel Horizontal Pumps - Segmental Ring Multistage - Heavy Duty Horizontal Pumps - Horizontal Axially Split Multistage - Heavy Duty Horizontal Pumps - Barrel Multistage General Purpose Vertical Turbine Pumps - =>30" General Purpose Vertical Turbine Pumps - Canned => 30" Vertical Pumps - Double Suction & Double Suction Canned Concrete Volute Pumps Integrated Solutions Operations Vacuum - Dry Vacuum - SIHIdry All other - HALBERG

**Note this is the geographical territory, but there may be specific market and account inclusions /exclusions in the Agreement not listed here

Docusign Envelope ID: 6DB0D28B-A23C-4D95-928C-CEF75B84E3E0

Geographic Area Covered :

The following is a listing of the geographic areas covered by this Agreement.	
Included Countries	Region, State, Parrish, or Province
United States	STATES OF: FLORIDA, GEORGIA, and TENNESSEE

**Note this is the geographical territory, but there may be specific market and account inclusions /exclusions in the Agreement not listed here

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 12, 2026

Re: Procurement Review – Purchase Order to DXP Enterprises (DBA Carter & VerPlanck) for Nanofiltration Flowserve Pumps: Utilities Department

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After reviewing the documents associated with the request to issue a Purchase Order for two nanofiltration scrubber Flowserve 316 Stainless steel pumps with motors to DXP Enterprises (DBA Carter & VerPlanck) in the amount of $84,485, I have found that the request meets all procurement requirements of Section 287.057(3)c, F. S.

This single source procurement complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Underground Utility Improvements for the Abacoa Temporary Fire Station

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of an amendment to Unit Price Contract W2334 (Deevan, Inc.) and authorization of Work Order 49 for the Abacoa Temporary Fire Station Project

EXECUTIVE SUMMARY
Staff requests approval to perform an additional small underground water utility project, with an estimated value of $142,400, under the existing Unit Price Contract for Utility Infrastructure Repairs and Improvements (W2334) with Deevan, Inc.

On July 18, 2023, through Resolution 46-23, the Town Council approved the award of a nonexclusive, two-year, renewable unit price contract to Deevan, Inc., of Lake Park, Florida for Utility Infrastructure Repairs and Improvements (W2334). Spending limits for the contract were established by an anticipated annual funding table included in the contract, which was later revised in February 2025, and included in Attachment 2 for this summary. This additional revision to the funding schedule is to increase the spending limits of the W2334 Contract to allow for construction of the small underground water utility project at the Abacoa Temporary Fire Station to be completed in a timely and cost-effective manner.

Deevan has been successfully completing work under this contract since it was executed on September 12, 2023. Their work has proven to be beneficial in completing various small projects, including repairing and maintaining the water distribution system for scheduled and emergency work, in a timely, cost-effective, and professional manner.

Attachment 3 proposes a newly revised funding table to be added to the W2334 Contract by change order, which includes this project colored in yellow. Deevan’s contract unit prices were utilized to estimate the value of work for the project. The Abacoa Temporary Fire Station project is included in the adopted Fire Facilities Community Investment Program (CIP).

A cost estimate was obtained by staff for the underground utility improvements necessary for the Abacoa Temporary Fire Station (F2602), based on Deevan’s W2334 Contract unit pricing. A transfer of funds of an amount of $142,400 from Fire Facilities F2602 is requested to fully fund the Underground Utility Improvements at the Abacoa Temporary Fire Station. Should this request be approved, Utility staff will prepare a change order to Deevan's contract to amend the anticipated annual funding table.

The Town Attorney previously reviewed the Unit Price Contract for Utility Infrastructure Repairs and Improvements (W2334) with Deevan, Inc. through Resolution 46-23 when it was originally presented to the Town Council for approval and found it to be in acceptable form. This request does not modify any contractual language in the contract approved by Resolution 46-23 and simply revises the anticipated annual funding table for the contract.

ANALYSIS

A Utility Infrastructure Repairs and Improvements (W2334) Contract was executed on September 12, 2023, between the Town of Jupiter and Deevan, Inc. through Resolution 46-23. The original funding schedule included in Deevan's Contract does not account for the installation of underground utilities for fire protection and potable water service at the Abacoa Temporary Fire Station. Approval of a revised anticipated annual funding table for Contract W2334 with Deevan is proposed, increasing the spending limit under the contract over the total possible 5-year term by $142,400. Funding is available in the appropriated CIP project budget as noted in the Funding Source table below.

Additionally, approval of this item will authorize the Town Manager to execute Work Order No. 49 with Deevan, Inc. in an amount not to exceed $142,400 for the installation of underground utilities for the Abacoa Temporary Fire Station project.

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility

ATTACHMENTS

1. Resolution 46-23
2. Original Funding Table W2334
3. Revised Funding Table
4. Fire Facilities CIP Description
5. Work Order
6. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$ 142,400	
Amount Approved in Budget	$ 142,400	Sources: Fire Facilities 31034022-546000-F2602
Additional Funding Requested	$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 46-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A UNIT PRICE CONTRACT FOR UTILITY INFRASTRUCTURE REPAIRS AND IMPROVEMENTS (W2334) WITH DEEVAN, INC.

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a unit price contract for Utility Infrastructure Repairs and Improvements (W2334); and

WHEREAS, the lowest responsive bid received by the Town for the Unit Price Contract for Utility Infrastructure Repairs and Improvements (W2334) was submitted by Deevan, Inc., of Lake Park, Florida on June 13th, 2023; and

WHEREAS, Deevan Inc's bid submitted on June 13th, 2023 for Utility Infrastructure Repairs and Improvements (W2334) was reviewed and found to be responsive to the bid requirements and suitable for award of the initial two-year term, in accordance with unit pricing in their bid and in accordance with currently appropriated funding in the Water Utility Community Investment Program (CIP) and fiscal year Water Utility Operating Budget and with funding to be appropriated in subsequent fiscal years in the Water CIP and fiscal year operating budgets; and

WHEREAS, the contract states that work to be performed under this contract is subject to appropriated fiscal year funding and there is no minimum amount of work expressed or guaranteed to be performed under this contract.

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

Section 1. The contract between the Town of Jupiter and Deevan, Inc. is hereby approved.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Deevan, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

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

07/18/2023

The foregoing Resolution was offered this 18th day of July 2023 by Councilor Malise Sundstrom moved its adoption. The motion was seconded Councilor Ron Delaney and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JIM KURETSKI	X	
VICE-MAYOR CHERYL SCHNEIDER	Absent	
COUNCILOR RON DELANEY	X	
COUNCILOR CAMERON MAY	Absent	
COUNCILOR MALISE SUNDSTROM	X	

The Mayor thereupon executed Resolution 46-23 on this 20 day of July, 2023.

TOWN OF JUPITER, FLORIDA

BY: Jim Kuretski
JIM KURETSKI
MAYOR

ATTEST:

Laura Cahill
LAURA E. CAHILL
TOWN CLERK

(TOWN SEAL)

TOWN OF JUPITER, FLORIDA, PALM BEACH COUNTY, INCORPORATED 1925

THOMAS J. BAIRD, ESQ.
Approved as to form and legal sufficiency

Schedule of Proposed Funding
Unit Price Contract for Utility Infrastruture Repairs & Improvements (W2334)

Fiscal Year	Project Location	Project Description	Estimated Annual Value	Funding Source
2024	Whispering Trails Phase 1	Replace Valves, Hydrants and Services	$70,000	Water Asset Maint. CIP
2024	Ocean Walk Phase 1	Replace Valves, Hydrants and Services	$85,000	Water Asset Maint. CIP
2024	Chasewood South	Replace Valves, Hydrants and Services	$50,000	Water Asset Maint. CIP
2024	Various Locations	Installation of Water Quality Sampling Stations	$80,000	Sampling Station CIP
2024	Various Locations	Large Meter Replacements	$40,000	Large Meter CIP
2024	Various Locations	Emergency and Unexpected Repairs	$150,000	Water Field Operating R&M
		2024 Total	**$475,000**	
2025	Eagles Nest Phase 2	Replace Valves, Hydrants and Services	$80,000	Water Asset Maint. CIP
2025	Whispering Trails Phase 2	Replace Valves, Hydrants and Services	$95,000	Water Asset Maint. CIP
2025	Ocean Walk Phase 2	Replace Valves, Hydrants and Services	$95,000	Water Asset Maint. CIP
2025	Various Locations	Large Meter Replacements	$40,000	Large Meter CIP
2025	Various Locations	Emergency and Unexpected Repairs	$150,000	Water Field Operating R&M
		2025 Total	**$460,000**	
		Initial Contract Term Total	**$935,000**	
2026	Ocean Dunes	Replace Valves, Hydrants and Services	$50,000	Water Asset Maint. CIP
2026	Beachcomber Phase 1	Replace Valves, Hydrants and Services	$65,000	Water Asset Maint. CIP
2026	Admiral's Cove	Replace Valves, Hydrants and Services	$50,000	Water Asset Maint. CIP
2026	Various Locations	Large Meter Replacements	$40,000	Large Meter CIP
2026	Various Locations	Emergency and Unexpected Repairs	$150,000	Water Field Operating R&M
		2026 Total	**$355,000**	
2027	Shores	Replace Valves, Hydrants and Services	$30,000	Water Asset Maint. CIP
2027	Palm Beach Country Estates	Replace Valves, Hydrants and Services	$30,000	Water Asset Maint. CIP
2027	The Heights of Jupiter	Replace Valves, Hydrants and Services	$50,000	Water Asset Maint. CIP
2027	Beachcomber Phase 2	Replace Valves, Hydrants and Services	$40,000	Water Asset Maint. CIP
2027	Various Locations	Large Meter Replacements	$40,000	Large Meter CIP
2027	Various Locations	Emergency and Unexpected Repairs	$150,000	Water Field Operating R&M
		2027 Total	**$340,000**	
		1st Renewal Contract Term Total	**$695,000**	
2028	Jupiter Ocean & Racquet Club	Replace Valves, Hydrants and Services	$100,000	Water Asset Maint. CIP
2028	Jupiter Gardens Condos	Replace Valves, Hydrants and Services	$50,000	Water Asset Maint. CIP
2028	Mallards Cove Phase 2	Replace Valves, Hydrants and Services	$75,000	Water Asset Maint. CIP
2028	Various Locations	Large Meter Replacements	$40,000	Large Meter CIP
2028	Various Locations	Emergency and Unexpected Repairs	$150,000	Water Field Operating R&M
		2028 Total	**$415,000**	
		Final Renewal Contract Term Total	**$415,000**	
		5-Year Total Contract Value	**$2,045,000**	

Anticipated Annual Funding (Proposed Revised February 2026)
Town of Jupiter Utilities
Unit Price Contract for Utility Infrastructure Repairs & Improvements (W2334)

Year	Project Location	Project Description	Original Approved Contract Spending Limits	Revised Contract Spending Limits - August 2025	Proposed Revised Contract Spending Limits - Feb. 2026	Source	Requested Increase
2024	Whispering Trails Phase 1	Replace Valves, Hydrants and Services	$ 70,000	$ 70,000	$ 70,000	Water Asset Maint. CIP	
2024	Ocean Walk Phase 1	Replace Valves, Hydrants and Services	$ 85,000	$ 85,000	$ 85,000	Water Asset Maint. CIP	
2024	Chasewood South	Replace Valves, Hydrants and Services	$ 50,000	$ 50,000	$ 50,000	Water Asset Maint. CIP	
2024	Various Locations	Installation of Water Quality Sampling Stations	$ 80,000	$ 80,000	$ 80,000	Sample Station CIP	
2024	Various Locations	Large Meter Replacements	$ 40,000	$ 40,000	$ 40,000	Large Meter CIP	
2024	Various Locations	Emergency and Unexpected Repairs	$ 150,000	$ 150,000	$ 150,000	Water Field Operating R&M	
		2024 Total	$ 475,000	$ 475,000	$ 475,000		
2025	Eagles Nest Phase 2	Replace Valves, Hydrants and Services	$ 80,000	$ -	$ -	Water Asset Maint. CIP	
2025	Whispering Trails Phase 2	Replace Valves, Hydrants and Services	$ 95,000	$ 95,000	$ 95,000	Water Asset Maint. CIP	
2025	Ocean Walk Phase 2	Replace Valves, Hydrants and Services	$ 95,000	$ 95,000	$ 95,000	Water Asset Maint. CIP	
2025	Toney Penna Dr	Toney Penna 24″ Water Main Restraints	$ -	$ 134,000	$ 134,000	Toney Penna Valve Replacement CIP	
2025	Various Locations	Large Meter Replacements	$ 40,000	$ 40,000	$ 40,000	Large Meter CIP	
2025	Various Locations	Emergency and Unexpected Repairs	$ 150,000	$ 96,000	$ 96,000	Water Field Operating R&M	
2025	Indian Creek Park	Underground Utilities for Restrooms	$ -	$ 120,000	$ 120,000	Indian Creek Park Restroom CIP	
2025	Public Works Storage Bldg	Underground Utilities for Fire Protection	$ -	$ 110,000	$ 110,000	Public Works Maint Facility Renovations CIP	
		Initial 2-year Contract Term Totals	**$ 935,000**	**$ 1,165,000**	**$ 1,165,000**		
2026	Eagles Nest Phase 2	Replace Valves, Hydrants and Services	$ -	$ 65,000	$ 65,000	Water Asset Maint. CIP	
2026	Ocean Dunes	Replace Valves, Hydrants and Services	$ 50,000	$ 50,000	$ 50,000	Water Asset Maint. CIP	
2026	Beachcomber Phase 1	Replace Valves, Hydrants and Services	$ 65,000	$ -	$ -	Water Asset Maint. CIP	
2026	Admiral's Cove	Replace Valves, Hydrants and Services	$ 50,000	$ 50,000	$ 50,000	Water Asset Maint. CIP	
2026	Carl St Watermain Replacement	Replace Valves, Hydrants and Services	$ -	$ 120,000	$ 120,000	Eganfuskee/Carl/Clark Imrp CIP	
2026	Various Locations	Installation of Water Quality Sampling Stations	$ -	$ 150,000	$ 150,000	Water Quality Sample Station CIP	
2026	Various Locations	Large Meter Replacements	$ 40,000	$ 40,000	$ 40,000	Large Meter CIP	
2026	**Abacoa Temporary Fire Station**	**Installation of Fire Protection and Potable Water Service**	**$ -**	**$ -**	**$ 142,400**	**Fire Facilities CIP**	**$ 142,400**
2026	Various Locations	Emergency and Unexpected Repairs	$ 150,000	$ 150,000	$ 150,000	Water Field Operating R&M	
2027	Mallards Cove	Replace Valves, Hydrants and Services	$ 30,000	$ 30,000	$ 30,000	Water Asset Maint. CIP	
2027	Jupiter Gardens Condos	Replace Valves, Hydrants and Services	$ 30,000	$ 30,000	$ 30,000	Water Asset Maint. CIP	
2027	Little Club Homes Phase 1	Replace Valves, Hydrants and Services	$ 50,000	$ 50,000	$ 50,000	Water Asset Maint. CIP	
2027	Little Club Homes Phase 2	Replace Valves, Hydrants and Services	$ 40,000	$ 40,000	$ 40,000	Water Asset Maint. CIP	
2027	Various Locations	Large Meter Replacements	$ 40,000	$ 40,000	$ 40,000	Large Meter CIP	
2027	Various Locations	Emergency and Unexpected Repairs	$ 150,000	$ 150,000	$ 150,000	Water Field Operating R&M	
		Contract Renewal 2-year Term Totals	**$ 695,000**	**$ 965,000**	**$ 1,107,400**		**$ 142,400**
2028	Jupiter Ocean & Racquet Club	Replace Valves, Hydrants and Services	$ 100,000	$ 100,000	$ 100,000	Water Asset Maint. CIP	
2028	Beachcomber Phase 1	Replace Valves, Hydrants and Services	$ 50,000	$ 50,000	$ 50,000	Water Asset Maint. CIP	
2028	Beachcomber Phase 2	Replace Valves, Hydrants and Services	$ 75,000	$ 75,000	$ 75,000	Water Asset Maint. CIP	
2028	Various Locations	Large Meter Replacements	$ 40,000	$ 40,000	$ 40,000	Large Meter CIP	
2028	Various Locations	Emergency and Unexpected Repairs	$ 150,000	$ 150,000	$ 150,000	Water Field Operating R&M	
		Final Contract Renewal 1-year Term	**$ 415,000**	**$ 415,000**	**$ 415,000**		**$ -**
		Total 5-Year Contract Spending Limit	**$ 2,045,000**	**$ 2,545,000**	**$ 2,687,400**		**$ 142,400**

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030

Project Name:	**Department:**	
Fire Facilities - Renovations, Furniture, Fixtures & Equipment	Fire Rescue	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	FXXXX	2026

Project Description and Justification:

1) A logistics facility is being built to house all Fire & EMS inventory. FFE includes shelving, furniture for logistics staff and other required equipment. **2)** Abacoa Station 16 is currently occupied by Palm Beach County. Until Jupiter Fire Rescue can occupy the space, the use of a temporary staion is required. The temporary station willl need to be moved to Abacoa park and the cost includes moving services, permitting, utilities, and FFE that will be transferred to Station 16 once we can occupy it. **3)** FFE cost at the new Piatt and Cinquez stations includes all necessary furniture and equipment to fully furnish three fire stations as well as provide all fixtures for two newly built fire stations (Cinquez and Piatt). Furniture costs include: seating, desks, beds, tables, etc. Equipment costs include: kitchen appliances, bunker gear dryers, ice machines, clothes washers/dryes, computers, monitors/screens, dishware, etc. Fixture costs included: Window treatments, lockers, etc. All listed are necessary for the creation of a new fire department to facilitate the operations of responding to fire and EMS emergency calls on a daily basis. **4)** Station 16 will also need renovations and additional FFE after Palm Beach County vacates the building.

Location(s) and Program Schedule		**In-Service**	
Fiscal Yr	**Scope**	**FY/Qtr**	**Budget**
	Logistics Facility FFE	2026 / 1	$100,000
2026	Temporary Station Move to Abacoa, FFE	2026 / 2	$695,000
	Piatt & Cinquez Station FFE	2026 / 3	$1,420,000
2027	Abacoa Station 16 Renovations, FFE	2027 / 1	$450,000
2028			$0
2029			$0
2030			$0

Project Photo(s) / Map of Location

February 3, 2026

Mr. Court Williams,
Deevan Inc.
1450 KINETIC RD. SUITE A
LAKE PARK, FL 33403

RE: CONTRACT W 2334; WORK ORDER NO. 49
ABACOA TEMPOARY FIRE STATION – UNDERGROUND UTILITIES

Dear Mr. Williams:

In accordance with your proposal dated on February 3, 2026 (attached), you are authorized to provide construction services related to the Jupiter Fire Rescue Department - Temporary Fire Station as follows:

Underground Utility Construction Services	$142,400.00

The work shall be performed as Work Order No. 49 to Utility Infrastructure Repairs & Improvements Contract (W2334). All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost Not to Exceed, One Hundred Forty-Two Thousand, Four Hundred dollars and Zero Cents ($142,400.00).

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, electronic copy to this office. Please mail the signed original to this office.

Town of Jupiter
Approved by:

_____

Printed Name: Frank J. Kitzerow
Town Manager

Deevan Incorporated
Acknowledgment and Acceptance:

Signature: _____

Date: _____

Printed Name: Court Williams
Title: Vice President

Should you have any questions, please feel free to contact me at 561-741-2215 or at billg@jupiter.fl.us.

DEEVAN INCORPORATED
UNDERGROUND UTILITY CONTRACTORS
WATER • SEWER • DRAINAGE

February 3, 2026

Town of Jupiter Utilities
Attn: Bill Grieve
210 N. Military Trail
Jupiter, Florida 33458

RE: Abacoa Temp Fire Station

WATER:

Price to supply and install 8" x 4" tap on watermain, approximately 80' of 4" and 4" of RPDA with 100' of 4" fire line to temporary trailer.

Note: 1) Protection and/or removal of trees by others
2) Deevan is not a licensed fire contractor. Deevan can install the fire line but it will need to be observed and certified by a licensed fire sprinkler contractor at no costs to Deevan.
3) Greenway Drive will need to be closed for approximately 10 days for water and sewer installation.

56	Hrs	- 4 man underground crew	$ 390.00	$	21,840.00
Maintenance of Traffic - cost plus 5%			$ 3,500.00	$	3,675.00
Subcontractors - Cost plus 5%:					
		- Tap	$ 1,000.00	$	1,050.00
		- Hauling	$ 1,200.00	$	1,260.00
Materials & Equipment - Cost plus 15%:					
		- Core and Main	$32,350.00	$	37,202.50
		- Rock	$ 600.00	$	690.00
		- Concrete	$ 2,500.00	$	2,875.00
			Water Total	$	68,592.50

1450 Kinetic Road • Lake Park, Florida 33403
Phone (561) 844-5518 • Fax (561) 844-5641

SEWER:

Price to supply and install 8" x 4" wye cut in and approximately 102' of 4" SDR-26 PVC sewer service.

Note: 1) Protection and/or removal of trees by others
2) Greenway Drive will need to be closed for approximately 10 days for water and sewer installation.

63	Hrs	- 4 man underground crew	$ 390.00	$	24,570.00
3	Days	- Dewatering	$ 400.00	$	1,200.00
		Maintenance of Traffic - cost plus 5%	$ 3,500.00	$	3,675.00
		Materials & Equipment - Cost plus 15%:			
		- Core and Main	$ 2,850.00	$	3,277.50
		- Rock	$ 1,000.00	$	1,150.00
		- Concrete	$ 3,500.00	$	4,025.00
			Sewer Total:	$	37,897.50

ASPHALT RESTORATION:

Subcontractors - Cost plus 5%:	$34,200.00	$	35,910.00

LiDonni Company, Inc.
- Excavate for sub grade and install approximately 40' of Type 'F' curb
- Grade and compact existing rock base. Apply tack. Install 2" Type S-III asphalt in 2 -1" lifts
- Paint temporary stripping in latex as existing
- Machine mill existing asphalt. Haul away debris. Apply tack, Install 1" Type S-III compacted asphalt to an area 741' Sq Ft
- Paint temporary stripping in latex as existing
- Striping using Thermo Plastic paint 40 LF of double yellow and 80 LF of single white lines on both sides of road to match existing

Asphalt Restoration Total: $ 35,910.00

GRAND TOTAL: $ 142,400.00

Prices do not include: Survey; as-builts; permits; payment and performance bonds; density tests; removal or replacement of unsuitable soils or materials (rock, muck, trash, etc.); removal and disposal of any asbestos materials; removal of excess fill; dewatering permits or any fines and/or fees associated with dewatering; damage to unmarked and/or improperly marked existing utilities or irrigation systems; removal, restraint, or relocation of existing utilities or utility poles; irrigation systems; asphalt; concrete or landscape restoration; fire line; electric work for lift station including mounting of control panel; TV of lines; deflection gauge testing unless listed otherwise above.

Price are subject to change after 30 days from proposal date.

Thank you for giving us the opportunity to provide you with this quotation. We look forward to discussing this project with you in detail.

Sincerely,

Court Williams
Vice President

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 23, 2026

Re: Procurement Review – Work Order No. 49 Contract W2334
Underground Utility Improvements – Abacoa Temporary Fire Station

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After reviewing the documents associated with the request to issue Work Order No. 49 to Deevan, Inc. under contract W2334 for Underground Utility Improvements at the Abacoa Temporary Fire Station, in the amount of $142,400, I have found that the request meets all procurement requirements of Section 255.20, F.S.

The competitive solicitation for contract W2334 complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Approval of a Locally Funded Agreement with the Florida Department of Transportation (FDOT) for the Western Indiantown Road Improvements Project, Phase II

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approving Western Indiantown Road Improvements Project – Phase II Local Funding Agreement

EXECUTIVE SUMMARY

Town staff requests approval of Resolution 23-26 authorizing execution of a Locally Funded Agreement (LFA), including a Three-Party Escrow Agreement, between the Town of Jupiter (Town) and the Florida Department of Transportation (FDOT) for the Western Indiantown Road Improvements Project – Phase II. The LFA obligates the Town to provide $1,108,872.60 in project funding for the construction, engineering, inspection, and contingency of roadway improvements on westbound Indiantown Road from approximately 300 feet west of Central Boulevard to approximately 150 feet west of 67th Road North (Jupiter West Plaza entrance).

The Western Indiantown Road Improvements Project – Phase II has been designed and will be constructed by FDOT under Financial Management (FM) No. 454564-1. The project will provide roadway and traffic capacity improvements along westbound Indiantown Road within the project limits described above.

The project includes $2,425,000 in State Appropriations funding allocated by the Florida Legislature for this project and administered through FDOT. As reflected in the attached funding table, total estimated project costs are $3,747,096.45, consisting of State Appropriations, FDOT participating funds, and required local funds. The Town's share totals $924,060.50 in local funds, plus a mandatory 20% owner contingency of $184,812.10, for a total LFA obligation of $1,108,872.60.

Pursuant to the LFA, the Town must deposit its project funding into the Third-Party Escrow Account within 30 days of execution of the agreement. The LFA further provides that the Town is responsible for any project costs exceeding the funded amount and, conversely, that any unexpended Town funds, including accrued interest, will be returned to the Town upon final reconciliation.

ANALYSIS

Town staff recommends approval of Resolution No. 23-26 authorizing execution of a Locally Funded Agreement (LFA), including a Three-Party Escrow Agreement, between the Town of Jupiter and the Florida Department of Transportation (FDOT) in the amount of $1,108,872.60. The agreement provides for the design and construction of roadway improvements on westbound Indiantown Road from west of Central Boulevard to west of 67th Road North and will be implemented by FDOT under Financial Management (FM) No. 454564-1.

The Town's financial obligation includes required local participation and a 20% contingency, consistent with FDOT's standard cost estimating practices. Funding for this obligation was established in the FY 2025–2026 Community Investment Program. The attached FY 2026 CIP sheet reflects a rollover balance of $2,433,701, which exceeds the Town's required LFA contribution.

Approval of the Resolution will authorize the Town to execute the LFA and deposit the required funds into the Third-Party Escrow Account in accordance with FDOT requirements.

STRATEGIC PRIORITY

- Mobility
- Manage Growth

ATTACHMENTS

1. Resolution 23-26
2. CIP Budget Sheet
3. Locally Funded Agreement
4. Three Party Escrow Agreement
5. Indiantown Sidewalk Easement
6. Procurment Review Memo

FUNDING SOURCE

Amount of this Request	$ 1,108,872.60	
Amount Approved in Budget	$ 2,433,701.00	Sources: Indiantown Road Western Corridor Improvements 31031041-563000-E2400
Additional Funding Requested	$ 0	Sources:

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

RESOLUTION NO. 23-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, FOR APPROVAL OF RESOLUTION 23-26 FOR A LOCALLY FUNDED AGREEMENT AND A THREE-PARTY ESCROW AGREEMENT BETWEEN THE TOWN OF JUPITER AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF TOWN AND STATE APPROPRIATIONS FUNDED IMPROVEMENTS ON WESTBOUND INDIANTOWN ROAD BETWEEN CENTRAL BOULEVARD AND 67TH ROAD NORTH

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 is empowered to enter into contractual arrangements with public agencies, FDOT's corporation, or other persons; and

WHEREAS, the project will provide roadway improvements on Indiantown Road from Central Boulevard to 67th Road North, providing for an additional (4th) westbound lane, and including signalization modifications and lighting improvements; and

WHEREAS, the Town has deemed it appropriate to contribute funds in the amount of $ 1,108,872.60 towards the FDOT Indiantown Road Improvements project by means of this Locally Funded Agreement and three-party escrow agreement; and

WHEREAS, the Town's Community Investment Program has funds in its current budget which are available for the funding of the Project.

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 Locally Funded Agreement and three-party escrow agreement between the Town and the State of Florida Department of Transportation, a copy of which is attached hereto and incorporated herein as Exhibit "1" and "2".

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

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030

Project Name:	Department:	
Indiantown Road Western Corridor Improvements - Phase II	Engineering	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Mobility	E2400	2027

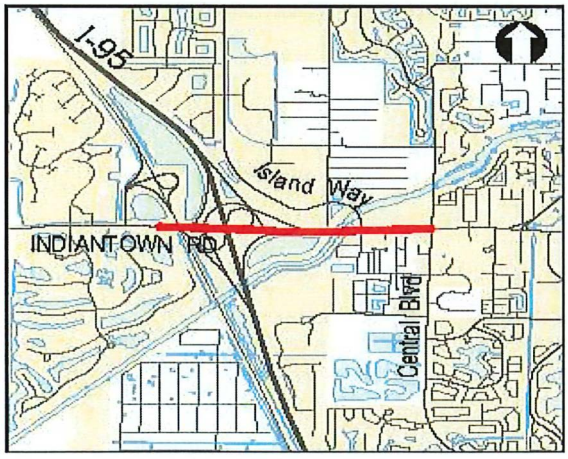
Project Description and Justification:

Project Description: Phase II of the Indiantown Road Western Corridor Improvement Project involves adding a lane on eastbound Indiantown Road from Central to Chasewood Plaza entrance and on westbound Indiantown Road from west of Central Blvd. to 68th Terrace (Jupiter West Plaza entrance). The project has $2,425,000 in State Appropriations for design and construction, with any additional costs covered by the Town of Jupiter through an FDOT-TOJ Local Funding Agreement. The Phase II project is on a fast track design, permitting and construction schedule due to the State Appropriations funding source requirements. Phase 2 will include corridor lighting, pedestrian crosswalks and sidewalk enhancements as well as an signalization modificaitons that are needed. NOTE: Phase I, from Central Blvd. to east of the Turnpike entrance, is scheduled for completion in June 2025.

Justification: This project will improve traffic capacity & safety on Indiantown Rd. from east of Central Blvd., to east of the Fl. Turnpike.

Fiscal Yr	Scope	In-Service FY/Qtr	Budget
2026	Design, Bidding & Construction: Project Letting is in May 2026.	2026/3	$450,000
2027	Construction start in fall 2026 with completion based in fall 2027 (assumed 12 month schedule)	2027/4	$4,550,000
2028			
2029			
2030			

Project Photo(s) / Map of Location



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030

Project Name:	**Department:**
Indiantown Road Western Corridor Improvements - Phase II	Engineering
Link to Strategic Plan/Strategic Result:	**Project #:**
Mobility	E2400

Project Budget:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$300,000	$0	$0	$0	$0	$0	$300,000
Engineering	$150,000	$0	$0	$0	$0	$0	$150,000
Construction	$2,125,000	$2,425,000	$0	$0	$0	$0	$4,550,000
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$2,575,000**	**$2,425,000**	**$0**	**$0**	**$0**	**$0**	**$5,000,000**

Funding Sources:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
General revenues	$0	$1,625,000	$0	$0	$0	$0	$1,625,000
CRA funding	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Open space	$0	$0	$0	$0	$0	$0	$0
Fire impact fees	$0	$0	$0	$0	$0	$0	$0
Police impact fees	$0	$0	$0	$0	$0	$0	$0
Recreation impact fees	$0	$0	$0	$0	$0	$0	$0
Road impact fees	$150,000	$800,000	$0	$0	$0	$0	$950,000
Escrow/Contribution	$0	$0	$0	$0	$0	$0	$0
Grant revenues							
CDBG	$0	$0	$0	$0	$0	$0	$0
FDOT	$2,425,000	$0	$0	$0	$0	$0	$2,425,000
FEMA Hazard Grant	$0	$0	$0	$0	$0	$0	$0
LRPI	$0	$0	$0	$0	$0	$0	$0
Grant (TBD)	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water revenues	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$0	$0	$0	$0	$0	$0	$0
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Building revenues	$0	$0	$0	$0	$0	$0	$0
Insurance proceeds	$0	$0	$0	$0	$0	$0	$0
Loan proceeds	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$2,575,000**	**$2,425,000**	**$0**	**$0**	**$0**	**$0**	**$5,000,000**

Previous Years:	**Prior to FY 2021**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**Total**
Amount Budgeted	$0	$0	$0	$0	$150,000	$2,425,000	$2,575,000
Amount Expended	$0	$0	$0	$0	$91,845	$49,455	$141,299
Current Encumbrances							
Remaining Available Budget							**$2,433,701**

FEID No: VF-596-033-967
FM No: 454564-1-52-01
454564-1-62-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of_____ 20 _____ , by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Town of Jupiter located at 210 Military Trail, Jupiter, Florida 33458 hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide financial assistance to the DEPARTMENT for work related to the Department's Western Indiantown Road Improvement project in Palm Beach County, Florida (Financial Management (FM) Number 454564-1, Funded in Fiscal Year 2026 ("Project"); and

WHEREAS, this Project is intended to serve as a future enhancement and subsequent phase to extend the proposed lanes. This initiative will involve the installation of a westbound auxiliary lane from Central Boulevard to the intersection at Jupiter West Plaza. These enhancements are designed to facilitate the more efficient flow of traffic through Jupiter's entrance limits, thereby providing improved access to I-95 and the Turnpike; and

WHEREAS, the purpose of this Agreement is for the PARTICIPANT to provide funding to the DEPARTMENT for elements of the Project, which shall include construction and construction engineering and inspection (CEI) services, for the Project (Financial Management (FM) Number 454564-1-52-01; 454564-1-62-01, Funded in Fiscal Year 2026). The full scope of the Project is outlined in **Exhibit A**, Scope of Services, which hereby attached and incorporated into this Agreement; and

WHEREAS, the PARTICIPANT has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution Item No. _____ dated the _____day of_____20 _____, a copy of which is attached hereto and made a part hereof, authorizes the Director, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.

5. The total cost of the Project is estimated to be THREE MILLION SEVEN HUNDRED FOURTY-SEVEN THOUSAND NINETY-SIX DOLLARS AND FORTY-FIVE CENTS ($3,747,096.45). Appropriated funds for this Project total an amount of $2,425,000.00. The PARTICIPANT'S share of the Project, which includes a 20% cost contingency is an estimated amount of ONE MILLION ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND SIXTY CENTS ($1,108,872.60), which shall be paid to the DEPARTMENT. The DEPARTMENT'S share of the Project will be $398,035.95. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

(A) The PARTICIPANT agrees that it will, within thirty (30) days of the execution of this Agreement, furnish the DEPARTMENT with a wire transfer in the amount of ONE MILLION ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND SIXTY CENTS ($1,108,872.60) towards the Project Costs.

The remainder of this page is blank.

	Appropriations Amount	Local Funds Amount	FDOT Participating Amount (State Funds)	**TOTAL**
Phase 32 (Design)	$432,971.00			$432,971.00
Phase 52 (Construction)	$1,800,000.00	$735,730.00		$2,535,730.00
Phase 56 (Utilities)			$360,000.00	$360,000.00
Phase 62-01 (CEI)	$192,029.00	$188,330.50		$380,359.50
Phase 62-02 (EOR Post Design Services)			$38,035.95	$38,035.95
TOTAL	$2,425,000.00	$924,060.50	$398,035.95	$3,747,096.45

LFA Contingency of 20%	$184,812.10
LFA Total	$1,108,872.60

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT'S Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number(s) 454564-1-52-01 & 454564-1-62-01. The DEPARTMENT shall utilize this amount towards the costs of Project No. 454564-1-52-01, & 454564-1-62-01.

In the event that any of the allocated funds for Phases 52-01 & 62-01 are not utilized in its entirety the DEPARTMENT shall reallocate funds without an amendment to cover Project costs, as long as the amount of the reallocation results in a zero-dollar ($0.00) net change and no additional funding is required from the PARTICIPANT.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 454564-1-52-01; 454564-1-62-01.

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Morgan Harris at Morgan.Harris@dot.state.fl.us. In addition to contacting Ms. Harris, the PARTICIPANT shall send and email notification to D4-lfa@dot.state.fl.us stating the day and time the wire transfer was sent.

(B) The PARTICIPANT'S share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the accepted bid amount is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that the accepted bid amount is in excess of the advanced deposit amount; however, failure of the DEPARTMENT to notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating the date the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT'S expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

(C) If the Project costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT'S share of the Accepted Bid amount.

(D) Should Project modifications occur that increase the PARTICIPANT'S payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay,

in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

(E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor(s). The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor(s), not when the work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project.

(F) The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

(G) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

(H) Upon receipt of payment, from the PARTICIPANT to the DEPARTMENT, the DEPARTMENT will then forward the PARTICIPANT'S payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B.**

6. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in Maintenance Memorandum of Agreement (MMOA), which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

8. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 454564-1-52-01 & 454564-1-62-01) is completed as evidenced by the written acceptance of the DEPARTMENT.

10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

11. The PARTICIPANT/ Vendor/ Contractor

(A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/ Contractor during the term of the contract; and

(B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Patrick Nash, District Four Local Area Coordinator
With a copy to: Jeffrey Robbert, FDOT Project Manager
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

Town of Jupiter
210 Military Trail
Jupiter, Fl 33458
Attn: Doug Koennicke, P.E.
With a copy to: George Dzama, P.E.
A second copy to: Town Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No._____ hereto attached

TOWN OF JUPITER

BY: _____
NAME: Jim Kuretski
TITLE: Mayor

ATTEST:

_____
Merriane Lahmeur (SEAL)
Town Clerk

APPROVED:

BY:_____
Thomas J. Baird
Town Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

BY: _____
FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY:_____
DISTRICT PROGRAM MGMT. ADMINSTRATOR

Exhibit A

Scope of Services

Indiantown Appropriations (Town of Jupiter)

Work for Project FM: 454564-1:

1. Widen Westbound travel lane from approximately 150 ft. west of 67th Road to approximately 300 ft. west of Central Blvd. to provide an auxiliary travel lane
2. Mill and resurface to update pavement markings for new configuration
3. Replace Mast arms impacted by widening
4. Replace light poles impacted by widening
5. CEI Services
6. Post Design Services
7. Utility Relocation

LFA Scope Elements Funded by Participant:

- LFA Scope of Services consists of Scope items 1 through 5. State will contribute $2,823,035.95 to the overall project cost.

Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Jupiter (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: WESTERN INDIANTOWN ROAD IMPROVEMENTS
Project: 454564-1-52-01 & 454564-1-62-01
County: Palm Beach County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT'S Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT’s Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

DIVISION DIRECTOR
Title

VF-596-033-967
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

EXHIBIT C

MAINTENANCE MEMORANDUM OF AGREEMENT

AMENDMENT #1

EXECUTED JUNE 7, 2018

Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), _Town of Jupiter__ (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: WESTERN INDIANTOWN ROAD IMPROVEMENTS
Project: 454564-1-52-01 & 454564-1-62-01
County: Palm Beach County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT'S Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Jim Kuretski
Name

MAYOR
Title

VF-596-033-967
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

CFN 20100403140
OR BK 24153 PG 1084
RECORDED 10/22/2010 14:06:38
Palm Beach County, Florida
AMT 100.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1084 - 1089; (6pgs)

This Instrument Prepared By:

Samuel J. Cantor, Esq.
2499 Glades Road, Suite 210
Boca Raton, FL 33431

d0-343

NOT A CERTIFIED COPY

EASEMENT DEED

THIS INDENTURE, made this 28 day of September, 2010, by and between SCRIBE ENTERPRISES, INC., a Florida corporation, and RIVIERA TRADING AND MARKETING, INC., a Florida corporation, known as Party of the First Part, and TOWN OF JUPITER, a municipal corporation of the State of Florida, whose address is 210 Military Trail, Jupiter, Florida 33458, known as Town.

WITNESSETH: That the Party of the First Part, the owner of the land that is set forth in Exhibit "A" attached hereto and incorporated herein, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, as granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the Town, its successors and assigns, a public easement for construction, operation and maintenance of utilities and sidewalks to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, together with the right of ingress and egress thereto, on over, upon, under , and across the following described real property situate, lying and being in the County of Palm Beach, State of Florida, to wit:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A"
ATTACHED HERETO AND MADE PART HEREOF

TO HAVE AND TO HOLD the premises, rights and easements granted herein unto Town, its successors and assigns, for the purpose aforesaid forever.

IN WITNESS WHEREOF the Party of the First Part has hereunto fixed its hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Patricia Nemeth

Print Name: Rebecca Sabre

Print Name: FERDY LAENENS

Print Name: FERDY LAENENS

SCRIBE ENTERPRISES, INC.

By: _____
Bruce Schreiber, President

ATTEST:

By: _____
Sydney Schreiber, Secretary

RIVIERA TRADING AND MARKETING, INC.

By: _____
Robert Blatt, President

ATTEST:

By: _____
Mark Gans, Secretary

NOT A CERTIFIED COPY

STATE OF FLORIDA

COUNTY OF PALM BEACH

NOT A CERTIFIED COPY

I HEREBY CERTIFY that before me, personally appeared BRUCE SCHREIBER and SYDNEY SCHREIBER respectively, of SCRIBE ENTERPRISES, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers of the corporation for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the board of directors thereof.

WITNESS my signature and official seal at said County and State last aforesaid this 28 day of Sept, 2010.

T Berman

Notary Public, State of Florida
Print Name: T. Berman
My Commission Expires:

T. BERMAN
Commission # DD 988244
Expires May 4, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

NOT A CERTIFIED COPY

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, personally appeared ROBERT BLATT and MARK GANS respectively, of RIVIERA TRADING AND MARKETING, INC., a corporation organized under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers of the corporation for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the board of directors thereof.

WITNESS my signature and official seal at said County and State last aforesaid this 28 day of Sept, 2010.

T Berman

Notary Public, State of Florida
Print Name: T. Berman
My Commission Expires:

T. BERMAN
Commission # DD 988244
Expires May 4, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

"EXHIBIT A"

DESCRIPTION SKETCH FOR: SCRIBE RIVIERA JV

DESCRIPTION:

A parcel of land lying in the Northwest ¼ of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

***COMMENCE** at the Southeast corner of said Northwest ¼;*
thence North 89°24'37" West, along the South line of said Northwest ¼ (the South line of said Northwest ¼ is assumed to bear North 89°24'37" West and all other bearings are relative thereto), a distance of 327.13 feet to a point;
*thence North 01°44'52" East, along the East line of the West ½ of the East ½ of the Southeast ¼ of said Northwest ¼, a distance of 126.01 feet to a point on the North right of way line of Indiantown Road (State Road No. 706) and the **POINT OF BEGINNING** of the hereinafter described parcel;*
thence South 88°22'40" West, along said North right of way line, a distance of 1227.04 feet to Point "A";
thence North 01°37'20" West, departing said right of way line, a distance of 10.00 feet to a point;
thence North 88°22'40" East a distance of 1227.63 feet to a point on said East line;
*thence South 01°44'52" West, along said East line, a distance of 10.02 feet to the **POINT OF BEGINNING.***
*thence starting anew at said Point "A" run South 88°22'40" West a distance of 120.00 feet to a **POINT OF BEGINNING**;*
thence South 88°22'40" West, along said North right of way, a distance of 55.00 feet to a point;
thence North 01°37'20" West, departing said North right of way, a distance of 10.00 feet to a point;
thence North 88°22'40" East a distance of 55.00 feet to a point;
*thence South 01°37'20" East a distance of 10.00 feet to the **POINT OF BEGINNING**.*

Containing in all 12,823 square feet or 0.294 acre, more or less.

NOT A CERTIFIED COPY

NOTES:

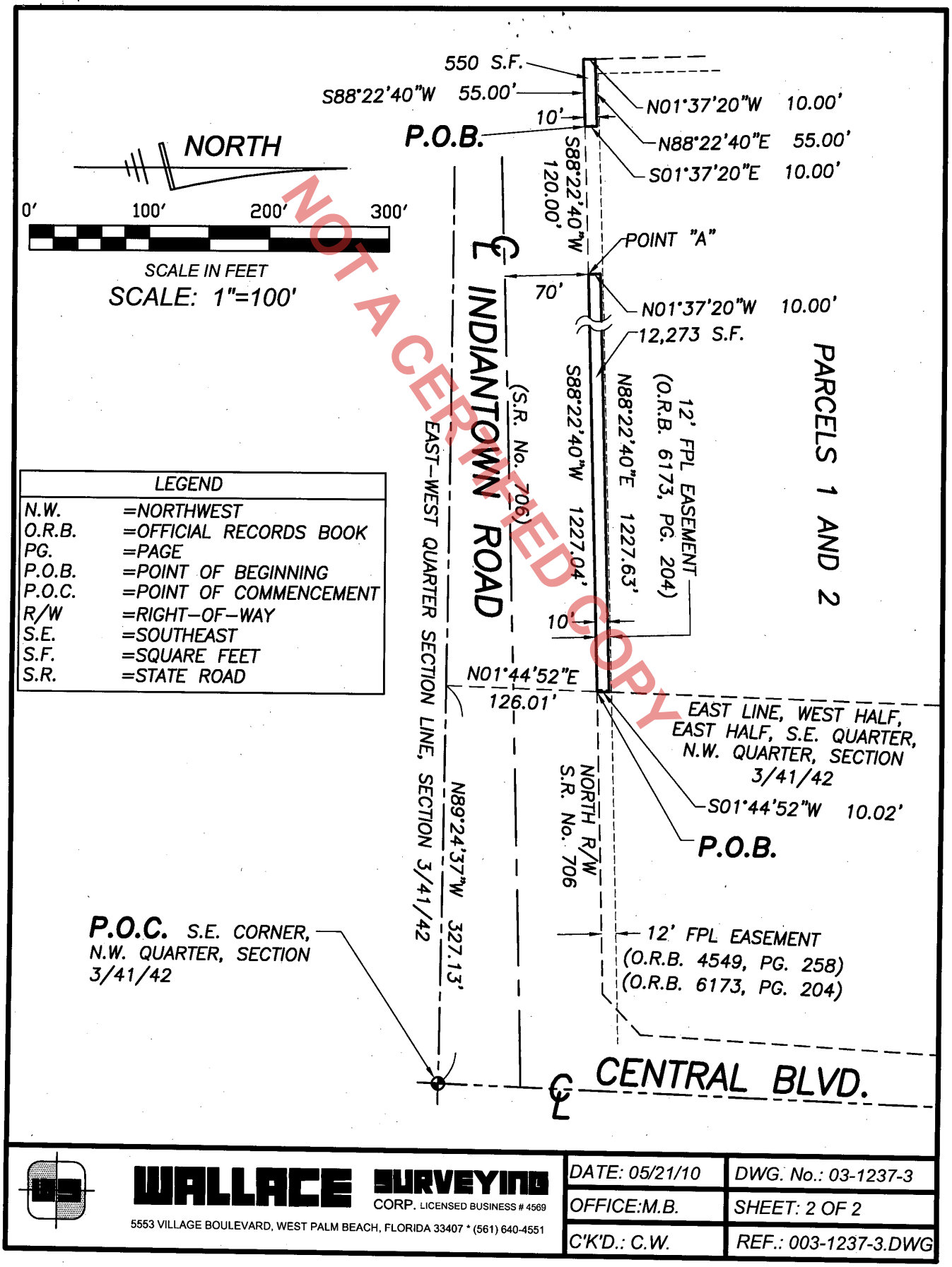
1. *No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.*
2. *This sketch is not valid unless sealed with an embossed surveyor's seal and accompanied by Sheet No. 2 of 2.*
3. *This sketch cannot be transferred or assigned without the specific written permission of **Wallace Surveying Corporation**.*
4. *This is not a survey!*

CERTIFICATION:
***I HEREBY ATTEST** that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-6, Florida Administrative Code, effective September 1, 1981.*

Craig L. Wallace
Professional Surveyor and Mapper
Florida Certificate No. 3357

WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 05/21/10	DWG. No.: 03-1237-3
OFFICE:M.B.	SHEET: 1 OF 2
C'K'D.: C.W.	REF.: 03-1237-3.DWG



WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 05/21/10	DWG. No.: 03-1237-3
OFFICE:M.B.	SHEET: 2 OF 2
C'K'D.: C.W.	REF.: 003-1237-3.DWG

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 17, 2026

Re: Procurement Review – Resolution 23-26

Locally Funded Agreement (LFA) with FDOT

Western Indiantown Road Improvements Project – Phase 2

After reviewing the documents associated with the request to authorize the execution of a Locally Funded Agreement (LFA) between the Town of Jupiter and the State of Florida Department of Transportation (FDOT) for a Three-Party Escrow Agreement in the amount of $1,108,872.60, I have found that the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements.

This Locally Funded Agreement complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Historic and Archaeological Services Contract

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Resolution 26-26,** Consideration of a Continuing Services Contract for Historic and Archaeological Services for the Town of Jupiter not to exceed $50,000 annually.

EXECUTIVE SUMMARY

Resolution 26-26 provides for the award of a continuing services contract to Advanced Archaeology Inc. for Historic and Archaeological consulting services in an amount not to exceed $50,000 annually for a term of three (3) years with two (2), 1-year renewal options.

The continuing services contract scope provides for review services for Cultural Resources Assessment Surveys (CRAS), Certificates to Dig (CTD) of archaeological reports for properties denoted on the Town's "Map of Areas of Archaeological Site Potential", Historic Designation of individual sites and districts, and Certificates of Appropriateness for modification of a Historic Site or District. The continuing services contract scope also includes generating designation reports for Historic Sites or Districts and for properties that are being considered to be added to the Town's "Map of Area of Archaeological Site Potential."

The Town Attorney has reviewed the attached Resolution and Contract (Attachment 1), finding them to be in acceptable form.

ANALYSIS

Publicly advertised competitive bids were solicited via EUNA Open Bids, formerly DemandStar (www.DemandStar.com), from qualified vendors capable of performing the work. On February 6, 2026, four (4) bids were received and opened for the subject contract (Attachment 2). Town staff reviewed all bids and the selection committee determined that Advanced Archaeology, Inc. was the most qualified, most responsive bidder for the contract award (Attachments 3, 4 and 5). Advanced Archaeology, Inc. has served as the Town's archaeological consultant for the past ten years and has provided quality work and timely completion of their projects. Town staff reviewed the proposals and conducted the solicitation process in accordance with the Town's procurement policy (Attachment 6).

This continuing service contract will be used to review reports associated with development applications and for budgeted projects, unless otherwise approved by the Town Council. Projects will be assigned via Work Order based on the availability of funds, project costs, and availability to meet project schedules.

Contract renewals will be handled by contract amendment, at the discretion of the Town Manager. Contract language states that work performed under this contract is subject to

appropriate fiscal year funding and there is no minimum amount of work expressed or guaranteed to be performed.

Subject to Town Council approval of Resolution 26-26, the Mayor will be authorized to execute the contract on its behalf.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 26-26
2. Bid Tabulation Sheet
3. Selection Committee Minutes
4. Selection Committee Score Sheet
5. Advanced Archaeology Inc. Proposal
6. Procurement Memo

FUNDING SOURCE

Amount of this Request	$50,000 Annually subject to appropriation	
Amount Approved in Budget	$50,000	Sources: FY2026 Operating Budget
Additional Funding Requested	n/a	

For more information or copies of the attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us or 561-741-2464.

RESOLUTION NO. 26-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTINUING SERVICES CONTRACT FOR ARCHAEOLOGICAL AND HISTORIC SERVICES WITH ADVANCED ARCHAEOLOGY INC. IN AN AMOUNT NOT TO EXCEED $50,000 ANNUALLY.

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

WHEREAS, archaeological services are needed on a continuous basis to fulfill the requirements outlined within Division 19 of the Town Code, entitled “Historic and Archaeologic Preservation”; and

WHEREAS, Chapter 287 of the Florida State Statute requires municipalities selecting professional services to conduct a competitive selection process; and

WHEREAS, the Town has conducted a competitive selection process to select a qualified individual or firm to provide the professional archaeological services which may be necessary to assist the Planning & Zoning Department (the Department) in

administering the programs outlined in Division 19 of the Town Code, entitled “Historic and Archaeologic Preservation”; and

WHEREAS, the Department solicited archeological services pursuant a Request for Qualifications (RFQ); and

WHEREAS, The Town has selected Advanced Archaeology Inc. based on the selection criteria outlined within the RFQ; and

WHEREAS, the Town Council has determined that Advanced Archaeology Inc. is qualified to provide the archeological services sought by the Department pursuant to the RFQ requirements and selection criteria; and

WHEREAS, a contract with Advanced Archaeology Inc. has been prepared whereby it agrees to provide archeological services to the Town as outlined within the RFQ and which is necessary to administer Division 19 of the Town code, entitled “Historic and Archaeologic Preservation”; and

WHEREAS, there are sufficient funds in the current fiscal year budget in order to fund the Contract through fiscal year 2026.

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 and directed to execute the contract attached hereto and incorporated herein as Exhibit “A.”

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

Attachments: **Exhibit “A” – Contract**

AGREEMENT FOR THE ADMINISTRATION OF THE TOWN OF JUPITER'S ARCHAEOLOGICAL SERVICES

THIS AGREEMENT FOR ADMINISTRATION OF THE TOWN OF JUPITER'S ARCHAEOLOGICAL SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the Town of Jupiter, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and Advanced Archaeology, Inc., a Florida corporation, whose business address is 1126 S. Federal Hwy. #263 Ft. Lauderdale, Fl 33316 (hereinafter referred to as the "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning services related to the administration of the Owner's Archaeological services for purposes of implementation of the regulations contained within the Historic and Archaeologic Preservation Division of Town Code (hereinafter referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal in response to the Owner's RFQ and was selected as the most qualified provider of the services solicited by Owner; and

WHEREAS, in its response to the Owner's solicitation, the CONTRACTOR represented that it had expertise in the type of professional services that were solicited.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITIES

1.1. The Scope of Services (referred to herein as "services") to be performed by CONTRACTOR are set forth in the table below. The Contractor shall perform the services on specific projects that will be authorized by the OWNER only by written sequentially numbered Work Orders. If an amendment for additional work is approved by the Town Council, Contractor agrees to perform the additional services based upon the charges set forth in the attached Exhibit.

Scope of Services to be performed by the Contractor: 1. Providing professional archaeological review services of the following archaeological reports that are required for properties denoted on the TOWN's "Map of Areas of Archaeological Site Potential", as may be amended, as known archaeological sites are within designated archaeological zones and unidentified properties on which artifacts are discovered during development (pursuant to Section 27-2443 of the TOWN Code). 2. Cultural Resources Assessment Surveys (CRAS) 3. Certificates to Dig 4. Generate reports for properties that are being considered to be added to the TOWN'S "Map of Areas of Archaeological Site Potential." Each report shall include a recommendation by the CONSULTANT as to whether an individual property contains a site(s) of significant

archaeological value and therefore, pursuant to the TOWN Code, should be added to the TOWN'S "Map of Areas of Archaeological Site Potential."

5. Provide professional historical review services for the following historical reports described in Section 27-2438 and 27-2439 of the TOWN Code:
6. Historic Designation of an Individual Site
7. Historic Designation of a District
8. Certificate of Appropriateness for Modification of a Historic Site or District
9. Generate a designation report for Historic Site or district as described in Section 27-2438 of the TOWN Code.
10. Attendance at Meeting/Hearing
11. Archaeological Field Monitoring

1.2. The CONTRACTOR shall obtain and maintain throughout the period of this Agreement all licenses as are required to do business in the State of Florida, the Town of Jupiter, and in Palm Beach County, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only those personnel who have the requisite licenses or certificates to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed by CONTRACTOR under this Agreement.

1.5. The CONTRACTOR warrants and represents to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information or exempt public records concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.7 CONTRACTOR agrees not to employ or offer to employ any elected member of the Town Council of the Town of Jupiter or its Town Manager, Assistant Town Manager or any Department Director (Town official) of OWNER who for two (2) years after the CONTRACTOR has been terminated as set forth herein, or has completed all services of this Agreement. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Town Official of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Town Official's last two (2) years of gross compensation from OWNER, whichever is greater.

1.8 CONTRACTOR agrees not to provide services for compensation to any other party other than OWNER in conflict with or duplication of the subject matter of this Project, or the services as set forth herein without approval from the Town Council.

1.9. Except as otherwise provided herein, CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of CONTRACTOR'S contractual relationship with OWNER for the special gain or benefit of CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO
OWNER'S RESPONSIBILITIES

2.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's decisions with respect to the Owner's administration of the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way this Agreement, including but not limited to:

(a) The scope of services to be provided and performed by the CONTRACTOR hereunder;

(b) The time the CONTRACTOR is obligated to commence and complete all such services; or

(c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for the services provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for CONTRACTOR to enter the Project site to perform the services under this Agreement; and

(c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONTRACTOR hereunder.

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE
TERM

3.1. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER. The initial term of this agreement is 1,095 days from the date of the Notice to Proceed and is, is contingent on funding approved by the Town of Jupiter Town Council.

3.2 Upon the written approval of the CONTRACTOR and OWNER, the Agreement may be renewed for two additional one-year terms.

3.3 Time is of the essence with respect to the performance of this Agreement.

3.4. Should CONTRACTOR be delayed in the prosecution or completion of its services as a result of Force Majeure, defined herein as unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including acts of God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

3.5. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of

CONTRACTOR's services (other than due to a Force Majeure) from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.6. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER's satisfaction that the CONTRACTOR's performance is back on schedule.

ARTICLE FOUR
COMPENSATION

4.1. The total compensation to be paid CONTRACTOR by the OWNER for the services for the initial term shall not exceed $50,000. The total compensation for any renewal term shall not exceed $50,000. The compensation shall be paid in the manner set forth in **Exhibit A,** "Basis of Compensation", which is attached hereto and incorporated herein.

ARTICLE FIVE
MAINTENANCE OF RECORDS

5.1. CONTRACTOR shall maintain records and supporting documentation which confirm the services it has provided to the Owner hereunder. The records and documentation shall be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement, the time period required under the Public Records Act, or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above; provided, however, such activity shall be conducted only during normal business hours.

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-

741 2291, VernisaA@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

ARTICLE SIX
INDEMNIFICATION

6.1. CONTRACTOR agrees to indemnify and hold harmless the Owner from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent solely caused by the negligence or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.

ARTICLE SEVEN
INSURANCE

7.1. CONTRACTOR shall obtain and maintain insurance at all times during its performance of the services pursuant to the Agreement in the types and in the amounts set forth in **Exhibit A** to this Agreement.

ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by CONTRACTOR's own staff, as identified hereinabove unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER.

ARTICLE NINE
WAIVER OF CLAIMS

9.1. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

ARTICLE TEN
DEFAULT/TERMINATION OR SUSPENSION

10.1. CONTRACTOR shall be in material default of this Agreement and such default shall be cause for OWNER to terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to timely begin work under the Agreement upon the receipt of the Notice(s) to Proceed, or (b) failure to properly and timely perform the services, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR, or (d) failure to obey the laws, ordinances, regulations or other codes of conduct, or (e) failure to substantially perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause as determined by OWNER. Upon a default, the OWNER may terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar day's written notice. Provided, however, that for reasons described in (a), (b), (c) or (e), CONTRACTOR shall have thirty (30) days to remedy said default, and in such event this Agreement shall not be terminated until such time as Owner determines that the default has been remedied within the 30 days, or any extension thereof approved by the OWNER.

10.2. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause, or for convenience upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination without cause or for convenience, CONTRACTOR's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN
CONFLICT OF INTEREST

11.1. CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed by CONTRACTOR to perform the services herein.

ARTICLE TWELVE
AMENDMENT

12.1. No amendment to this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties.

ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR, or to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

Town of Jupiter
c/o Town Hall,
Planning and Zoning Department
Attn: Stephanie Thoburn, Assistant Director of Planning and Zoning
210 Military Trail
Jupiter, FL 33458

Advanced Archaeology, Inc.
Attn: Joseph F. Mankowski
1126 S Federal Hwy. #263
Fort Lauderdale, FL 33316

13.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume

towards OWNER a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by CONTRACTOR without the prior written consent of OWNER.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatsoever on this Agreement.

14.7. CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as Exhibit "C".

ARTICLE FIFTEEN
APPLICABLE LAW/VENUE

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate state or federal court in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

OWNER:

TOWN OF JUPITER, FLORIDA,

By: _____
Merriane Lahmeur, Town Clerk

By: _____
Jim Kuretski, Mayor

(MUNICIPAL SEAL)

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird, Town Attorney

CONTRACTOR:
Advanced Archaeology, Inc.,

_____
Signature

By:_____
Printed Name and Title

V:\PlanningZoning\Staff\WP51\Historic_Resources\Archaeological Service Contracts\2026 Archaeological Services Contract\Contract\Draft Contract.DOCX

EXHIBIT A

BASIS OF COMPENSATION

A.1.1. As consideration for providing Services as set forth herein in Article I, Section 1.1 of the Agreement, OWNER agrees to pay, and CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:

Service	Hourly Rate	Total Hours	Total Fee
Review of CRAS Report/CTD	$100.00	16	$1,600.00
Review of Historic Designation of an Individual Site	$100.00	16	$1,600.00
Review of Designation of Historic District	$100.00	32	$3,200.00
Review of COA for Modification of Historic Site or District	$100.00	16	$1,600.00
Report for properties that are being considered to be added to the Town's "Map of Areas of Archaeological Site Potential"	$100.00	16	$1,600.00
Report for Designation of Individual Site	$100.00	40	$4,000.00
Report for Designation of Historic District	$100.00	80	$8,000.00
Attendance at Meeting/Hearing	$100.00	4	$400.00
Archaeological Field Monitoring	$100.00	TBD	TBD

END OF EXHIBIT A.

EXHIBIT B
GENERAL INSURANCE REQUIREMENTS

EXHIBIT C

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of the _____ ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the Town of Jupiter (TOWN). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the TOWN who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the TOWN.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the TOWN to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the TOWN, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the TOWN, the CONTRACTOR will indemnify, defend and hold the TOWN harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the TOWN by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2026.

By:

_____
Signature and Printed Name

_____
Printed Name and Title

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that before me personally appeared, by means of ☐ physical presence or ☐ online notarization,
_____,
☐ as an individual who is/are [ ] personally known to me or [ ] has/have produced _____ as identification.
or
☐ of _____ a Corporation organized under the Laws of the State of _____,
to me known to be the person(s) who signed the foregoing instrument as such officer(s), and each of whom acknowledge the execution thereof to be their free act and deed as such individual(s) or officer(s) for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been authorized by the governing board thereof.

WITNESS my signature and official seal at said County and State last aforesaid this _____ day of _____, 20_____.

_____
Notary Seal Notary Public

TOWN OF JUPITER
BID TABULATION

CALL TO ORDER: 10:00 AM
BID Title: Selection of Archaeological Consultant
BID #: PZ 2026-01

OPENING DATE AND TIME: February 6, 2025 at 10:00 AM
LOCATION: Town of Jupiter
IN ATTENDANCE: Stephanie Thoburn, Joseph Dirgy, Thatcher Hurst, Merriane LaMeur, Katerri Johnson

VENDOR	# OF COPIES	# OF ELECTRONIC COPIES	Total Bid Price
Cronicle Heritage	4	1	—
Advanced Archaeology, Inc.	4	1	—
Ardurra	4	1	—
UES	4	1	—

Apparent low bidder: —

Bid Closing time: 10:04 AM

TOWN OF JUPITER
ARCHAEOLOGICAL SERVICES CONTRACT
SELECTION COMMITTEE
MINUTES
FEBRUARY 9, 2026, 2:00 P.M.

CALL TO ORDER:
Thatcher Hart, Senior Planner, called the meeting to order at 2:08 P.M.

ATTENDANCE:
Thatcher Hart, Senior Planner; Stephanie Thoburn, Assistant Director of Planning & Zoning; Martin Schneider, Principal Planner; Scott Isberner, Senior Engineer; Joseph Dray, Planner acting as Secretary.

AGENDA:

1. Selection Committee Meeting for Archaeological Services Contract (PZ 2026-01)

Mr. Hart provided a brief overview of the meeting objective to select the top-scoring proposal for the Archaeological Services Contract. Mr. Isberner then explained the process of scoring and ranking the proposals received. Time was given to allow all members of the selection committee to complete their scoring sheets for each of the four proposals. Mr. Hart collected the scoring sheets from all committee members and calculated the total score for each proposal. Mr. Hart announced the score totals in rank order, as follows:

1. **Advanced Archaeology**: 374 (three hundred and seventy-four) points
2. **Chronicle Heritage**: 319 (three hundred and nineteen) points
3. **Ardurra**: 318 (three hundred and eighteen) points
4. **UES**: 209 (two hundred and nine) points

Mr. Hart, Mrs. Thoburn, Mr. Schneider, and Mr. Isberner verified the scoring calculations and final rank order with their signatures.

ADJOURN:
Mr. Hart adjourned the meeting at 2:25 P.M.

TOWN OF JUPITER
ARCHAEOLOGICAL SERVICES – RFQ# PZ 2026-01
SELECTION COMMITTEE SCORING

Selection Committee Member	Advanced Archaeology	Ardurra	Chronicle Heritage	UES
Scott Isburner	93	87	85	75
Martin Schneider	98	94	93	81
Stephanie Thoburn	94	66	74	20
Thatcher Hart	89	71	67	33
Score Total	374 ✓	318 ✓	319 ✓	209 ✓
Ranking	1	3	2	4

Committee Member	Signature Authorization
Scott Isberner	
Martin Schneider	
Stephanie Thoburn	
Thatcher Hart	

Selection Criteria	**Point Value**
Organization Experience	0-20
Team Experience	0-15
Proposal / Approach	0-20
Local Archaeological Knowledge and Experience	0-20
Relevant References	0-10
Prior Work Experience in Municipal Government Level in Florida	0-10
Responsiveness	0-5
Total Points	**0-100**

UES

M. Schneider

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	15
Team experience	15	15
Proposal/approach	20	20
Local Archaeological knowledge and experience	20	10
Relevant references	10	6
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	81

No Registered Professional Archaeologist listed on team.
More of an Engineering firm.
No archeological work in S. FL. No site references for archaeological work.

Advanced

M. Schneider

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	20
Team experience	15	13
Proposal/approach	20	20
Local Archaeological knowledge and experience	20	20
Relevant references	10	10
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	98

Local experience. Direct prior work w/ Town.
Small firm, not as much available experience as some

Ardurro

M. Schneider

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	20
Team experience	15	15
Proposal/approach	20	20
Local Archaeological knowledge and experience	20	15
Relevant references	10	9
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	94

Experienced team, but no direct work in our area. Not much relevant references to the type of work we need in this area.

Chronicle

M. Schneider

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	20
Team experience	15	15
Proposal/approach	20	20
Local Archaeological knowledge and experience	20	15
Relevant references	10	8
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	93

Experienced team, but no direct work in our local area on the type of archaeological work we typically need.

Did work on Lake Worth – but none historic preservation / code / planning type work; not archeological analysis.

Chronicle

S. Thoburn

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	17
Team experience	15	12
Proposal/approach	20	10
Local Archaeological knowledge and experience	20	11
Relevant references	10	9
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	74

Organizatm exp. – Comparable exp w/ other cities

Team – Large team, overhead, RPA

Proposal – Located in Tallahasee; Limited PBC

Local Exp – One PBC archaeologic project in Jupiter But a spill containment/cleanup, no other PBC work

Relavent ref – Ref. from Lakeland, Vero, + St. Aug.

Prior city work – Work in Lakeland, Vero + St. Augustine for similar consulting

Responsiveness – good

Arduna S. Thoburn

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	14
Team experience	15	12
Proposal/approach	20	13
Local Archaeological knowledge and experience	20	8
Relevant references	10	9
Prior work experience in municipal government level in Florida	10	8
Responsiveness	5	4
Total Eligible Points	100	66

Organizatm exp - some comparable work exp. as subconsultant

Team - Large team, overhead; RPA, W/ gatekeeper

Proposal - WPB; Most work w/ FDOT; Lakeland.

Local Exp - No PBC exp; most exp. associated w/ FDOT + development/infrastructure

Relavent ref - Lakeland; NPS,

Prior city govt. work - most work w/ development + entities not interested in stopping or preserving resources

Responsiveness - OK/

UES

S. Thibaudin

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	5
Team experience	15	0
Proposal/approach	20	5
Local Archaeological knowledge and experience	20	6
Relevant references	10	2
Prior work experience in municipal government level in Florida	10	3
Responsiveness	5	5
Total Eligible Points	100	26

Organizatn exp. - Projects mgr run by an engs. Limited work on this topic

Team - Engineer lead w/ a bioarchaeologist, + ecological mgr

Proposal - WPB office, but w/ Eng as lead

Local exp - Not a reg. prof. archaeologist, No local arch. work in PBC

Relevant ref. - Limited city government

Prior city work - UES for bldg inspectn, plan review for TOJ but not archaeological work for city govt.

Responsiveness -

Advanced Arch S. Thoburn

EVALUATION CRITERIA

Organization Name:

Criteria	Points	Graded Points
Organization experience	20	19
Team experience	15	14
Proposal/approach	20	17
Local Archaeological knowledge and experience	20	20
Relevant references	10	9
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	94

Organizatn - 10 year exp. w/TOJ consultant

Team - Lead by arch. + not alot of gate keepers + overhead since small, RPA

Proposal - Limit but based on exp. they are concise; efficient + detail oriented

Local - 25 + years of exp; 10 years exp w/ TOJ PBC work on archaeological

Relevant ref. - Miami, Dade city archaeologist Fort Lauderdale archaeologist

Prior work - Extensive city govt. work w/ arch.

Responsiveness - Good

EVALUATION CRITERIA

Organization Name: ADVANCED ARCHAEOLOGY

Criteria	Points	Graded Points
Organization experience	20	19
Team experience	15	15
Proposal/approach	20	18
Local Archaeological knowledge and experience	20	18
Relevant references	10	8
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	5
Total Eligible Points	100	93

FIRM EXHIBITED A SOLID UNDERSTANDING OF KNOWLEDGE WITH PRIOR EXPERIENCE W/ THE TOWN.

EVALUATION CRITERIA

Organization Name: CHRONICLE HERITAGE

Criteria	Points	Graded Points
Organization experience	20	18
Team experience	15	14
Proposal/approach	20	17
Local Archaeological knowledge and experience	20	16
Relevant references	10	8
Prior work experience in municipal government level in Florida	10	9
Responsiveness	5	3
Total Eligible Points	100	85

HOME OFFICE IN TALLAHASSEE, OTHERWISE SOLID RFQ.

EVALUATION CRITERIA

Organization Name: ARDURRA

Criteria	Points	Graded Points
Organization experience	20	18
Team experience	15	14
Proposal/approach	20	17
Local Archaeological knowledge and experience	20	17
Relevant references	10	8
Prior work experience in municipal government level in Florida	10	9
Responsiveness	5	4
Total Eligible Points	100	87

EXPERIENCE MOSTLY IN BROWARD & GILCHRIST COUNTIES.
CURRENT NEW SMYRNA BEACH CONTRACT FOR 2026 - 2029.
SOLID REFERENCES.

EVALUATION CRITERIA

Organization Name: UES

Criteria	Points	Graded Points
Organization experience	20	16
Team experience	15	12
Proposal/approach	20	16
Local Archaeological knowledge and experience	20	15
Relevant references	10	6
Prior work experience in municipal government level in Florida	10	5
Responsiveness	5	5
Total Eligible Points	100	75

UES IS PRIMARILY AN ENGINEERING / CONSTRUCTION MATERIAL TESTING FIRM. THE EXPERIENCE & REFERENCES WERE NOT A STRONG AS OTHERS PROVIDED.

Thatcher Hart

EVALUATION CRITERIA

Organization Name: UES

Criteria	Points	Graded Points
Organization experience	20	10
Team experience	15	5
Proposal/approach	20	8
Local Archaeological knowledge and experience	20	2
Relevant references	10	3
Prior work experience in municipal government level in Florida	10	3
Responsiveness	5	2
Total Eligible Points	100	33

- While the firm has plenty of experience, their focus in archaeology and historic resources are limited.
- The focus of the team make up appears to be related to Construction Management and environmental projects not related to the scope of the Contract
- I felt the proposal lacked specific examples of the ~~type~~ of work we are looking for and perhaps seemed like the organization was new to this type of work.
- Due to the lack of archaeological experience in general there was not sufficient local archaeological knowledge and ~~expert~~ experience.
- I felt that there were only a couple references that were similar to the type of work expected (local gov.) and there were double references from the same org.
- similarly this implied limited experience working with local gov. in FL.
- Based on experience and the responsiveness of the firm was below expectations

EVALUATION CRITERIA

Organization Name: Chronicle Heritage

Criteria	Points	Graded Points
Organization experience	20	15
Team experience	15	10
Proposal/approach	20	15
Local Archaeological knowledge and experience	20	5
Relevant references	10	10
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	2
Total Eligible Points	100	67

- The firm had plenty of experience, however they seemed to be more focused on historic preservation rather than archaeological.
- The team was well aquanted with historic work however there again was an emphasis on work that the town did not place as much need on.
- Due to the firms location this would make responsiveness touch and reduce overall familiarity with town of Jupiter specific knowledge.

Thatcher Hurt

EVALUATION CRITERIA

Organization Name: Arcadia

Criteria	Points	Graded Points
Organization experience	20	12
Team experience	15	13
Proposal/approach	20	13
Local Archaeological knowledge and experience	20	12
Relevant references	10	7
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	4
Total Eligible Points	100	71

- The firm has Conducted many archaeological projects but with partners that are dissimilar from the Town.
- The team has great education but focused on the historical component and architectural component not as much on the archaeological Component.
- Many of the References had to do with more national groups that would ask for a different type of scope than the Town would.
- With an Office in West Palm the firm would appear to be fairly reliable and responsive, wondering if size would be a factor considering they span across the state.

Thatcher Hurst

EVALUATION CRITERIA

Organization Name: Advanced Archaeology Inc.

Criteria	Points	Graded Points
Organization experience	20	19
Team experience	15	14
Proposal/approach	20	12
Local Archaeological knowledge and experience	20	20
Relevant references	10	10
Prior work experience in municipal government level in Florida	10	10
Responsiveness	5	4
Total Eligible Points	100	89

- Firm has experience in Palm Beach County and thus has good understanding of local archaeologic environment/knowledge.
- While located in Ft. Lauderdale could become available with good notice.
- Proposal could have gone into more depth/detail however good references in the area and knowledge of the area help. The Examples provided were compelling.

SECTION 1.

Advanced Archaeology, Inc.
1126 S. Federal Hwy. #263
Ft. Lauderdale, FL 33316
Phone: 954-270-6624
Email: contact@advancedarchaeology.com

February 3, 2026

Town of Jupiter
Town Hall
210 Military Trail
Jupiter, Florida 33458

Re: Selection of Archaeological Consultant - Request for Qualifications PZ 2026-001

Dear Town of Jupiter,

I am pleased to have this opportunity to provide the Town of Jupiter with this Request for Qualifications (RFQ) for the Selection of Archaeological Consultant (PZ 2026-001). This RFQ proposal meets the Town's requirements, and I hereby certify that this proposal will remain valid for 150 days from the due date of the proposal, which is February 6, 2026.

Please contact me with any questions or comments.

Sincerely,

Joseph F. Mankowski, M.A., RPA
President of Advanced Archaeology, Inc.

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SECTION 2. EXECUTIVE SUMMARY

Advanced Archaeology, Inc. (AAI) is a contractual cultural resources management consultant firm based in Florida since 2006. We specialize in every aspect of cultural resource management including all phases of archaeological survey, prehistoric archaeology, historic archaeology, local government historic preservation application reviews, architectural history, cemetery assessments, and remote sensing techniques. AAI develops and utilizes innovative technologies to produce high quality cultural resource management reviews, reports, and plans that are compliant with local, state, and federal historic preservation laws and regulations.

AAI has demonstrated an ability to implement up-to-date archaeological investigations for Phase I-III assessments, monitoring, and professional consultations that have ensured the best management practices for achieving the standards and guidelines set forth by reviewing agencies. This has successfully resulted in cost effectiveness, acquiring positive review from local public awareness or concern, and fulfilling various permit requirements for both private property owners and large-scale construction concerns.

AAI personnel have considerable experience in all levels of investigation from archival research and fieldwork to the creation of comprehensive management plans. All personnel have completed fieldwork and/or reports for review and compliance by local municipalities, Florida Division of Historical Resources, and federal agencies. AAI's efficiency is the result of extensive professional experience, commitment to service, and the utilization of advanced technologies.

Joseph F. Mankowski, is the President of AAI, who will be the designated Principal Archaeologist and Consultant for these RFQ services. Mr. Mankowski will oversee, and review or conduct professional archaeological services to the Town as their Archaeological Consultant, which will include, but will not be limited to: Cultural Resources Assessment Surveys (CRAS), Phase 1 Archaeological Surveys, Monitoring, Certificates to Dig (CTD), Historic Designations of Individual Sites, Historic Designations of Districts, Certificates of Appropriateness for Modification of Historic Sites or Districts, generate reports for properties that are being considered to be added to the Town's "Map of Areas of Archaeological Site Potential", and Best Management Practices for Cultural Resources. Archaeological Technician, Emily S. Pell will be assigned, as needed, for fieldwork services within the Town, as well as for analysis of cultural material at the AAI laboratory.

SECTION 3. RESPONDENT QUALIFICATIONS

Joseph F. Mankowski, will be designated as the Principal Archaeologist and Consultant for these RFQ services, and Archaeological Technician, Emily S. Pell will be assigned, as needed, for fieldwork services within the Town, as well as for analysis of cultural material at the AAI laboratory. Their Resumes/ Curriculum Vitae are included below in this section of the RFQ.

Joseph F. Mankowski, has over 25 years of professional archaeological experience in all aspects of cultural resource management, and is a SOI-qualified archaeologist and architectural historian that meets the *U.S. Secretary of the Interior's (SOI) Standards and Guidelines for Archaeology and Historic Preservation.* He holds a Masters of Arts Degree in Archaeology and Heritage from the University of Leicester, and has been certified with the Register of Professional Archaeologists (RPA) since 2006. Mr. Mankowski has been the Archaeological Consultant for the Town of Jupiter for the past 10 years, and in this time, he has become well-acquainted with Division 19: Historic and Archaeological Preservation of the *Town of Jupiter Code.* In response to the Town Code, he has conducted numerous subsequent archaeological reviews and investigations within the Town. Also, he has successfully completed numerous types of archaeological investigations for cultural resource review requirements for multiple South Florida municipalities, and for the State of Florida in response to Chapters 267.061 and 373.414, *Florida Statutes*, and in accordance with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665), as amended in 1992, and 36 C.F.R., Part 800: Protection of Historic Properties. His work and reports have conformed to the specifications set forth in Chapter 1A-46, *Florida Administrative Code*, and also in accordance with the requirements of the *Florida Division of Historical Resources Module Three Guidelines for Use by Historic Preservation Professionals.*

Emily Pell, is an accomplished professional archaeologist and osteologist with a Masters of Science Degree in Human Bioarchaeology and Paleopathology from Durham University. She has conducted archaeological investigations within South Florida, specifically in the Town of Jupiter, Town of Palm Beach, Broward County, Miami-Dade County, and the City of Miami. Her investigations and services have consisted of archaeological monitoring, Phase 1 assessments, mitigations, due diligence surveys, cultural material analysis, and client consultations.

Joseph F. Mankowski, M.A., RPA

Advanced Archaeology, Inc.
1126 S. Federal Hwy. #263
Ft. Lauderdale, FL 33316
Phone: 954-270-6624
E-mail: contact@advancedarchaeology.com

***Education*:**

University of Leicester. England, United Kingdom.
M.A. Degree in Archaeology and Heritage
July 2006

Florida Atlantic University. Boca Raton, Florida.
B.A. Degree in Anthropology
August 2002

***Employment History*:**

President of Advanced Archaeology, Inc.
August 2006 to Present

Professional Experience:

Mr. Mankowski is the President and Founder of Advanced Archaeology, Inc. (AAI), who has over 25 years of professional archaeological experience in all aspects of cultural resource management, and is a SOI-qualified archaeologist and architectural historian that meets the *U.S. Secretary of the Interior's (SOI) Standards and Guidelines for Archaeology and Historic Preservation.* Presently, Mr. Mankowski is a Ph.D. candidate at the University of Leicester's School of Archaeology and History, where he holds an M.A. Degree in Archaeology and Heritage. As part of his graduate degree program, he also holds certifications in Landscape Archaeology, Archaeology of Standing Structures, Planning and Management of Large-Scale Archaeological Projects, and Preservation of Archaeological Sites.

Mr. Mankowski is a trained Architectural Historian, who has extensive experience in research and report writing in the subject of architectural history, restoration, and preservation for numerous historic structures found in both the United States of America and England, in part as result of his graduate degree program, which included coursework in American Architectural History that resulted in the historic architectural assessment of the Baez House, located in Davie, Florida. Since then, he has conducted numerous historic architectural assessments as the Principal Investigator for Advanced Archaeology, Inc.

Mr. Mankowski's archaeological experience includes developing and implementing successful large-scale Phase I-III archaeological and historical assessments, highway evaluations, reconnaissance surveys, due diligence investigations, mitigation bank studies, monitoring assessments, telecommunications tower assessments, and historic designation assessments.

Mr. Mankowski has successfully completed many archaeological and historical assessments throughout his years of professional experience in Florida and the Caribbean. As a result of these assessments, Mr. Mankowski has authored numerous archaeological and historical reports, which have been submitted to private, town/city, county, state, and federal reviewing agencies. Mr. Mankowski has successfully implemented numerous archaeological assessments that have been under review by the Florida Division of Historical Resources, Florida Department of Transportation, Florida Water Management Districts, the United States Army Corps of Engineers, Florida tribes, United States Environmental Protection Agency, the Federal Communications Commission, and the United States Department of the Interior. Mr. Mankowski currently serves as the Archaeological Consultant for the Town of Jupiter in Florida.

Selective Authored Reports:

- 2025: Borrow Area at 03-15-17 CRAS, Levy County, Florida.
- 2024: 9700 Bulldog Lane Solar Farm CRAS, Bay County, Florida.
- 2023: Wittkop Water Treatment Facility CRAS, City of Homestead, Florida.
- 2022: Alachua Verde Development Phase 2 Assessment, Alachua County, Florida.
- 2021: Apopka Apartments Project Area CRAS, Orange County, Florida.
- 2020: 305 2nd Street (8PB19617) Historical and Architectural Designation Assessment, Town of Jupiter, Florida.
- 2019: Central District Wastewater Treatment Plant CRAS and Historic Architectural Assessment of sites 8DA18178-8DA196, Miami-Dade County, Florida.
- 2018: Kroegel Homestead CRAS and Architectural Study of sites 8IR1807-8IR1811, Indian River County, Florida.
- 2018: Fire Station 11 Cell Tower CRAS, Miami-Dade County, Florida.
- 2017: USACE C-111 Contract 8A Monitoring, Miami-Dade County, Florida.
- 2017: Temple Sinai FCC 620 Assessment, Palm Beach County, Florida.
- 2016: CRAS of the Historic University of South Florida, Andros Hillsborough County, Florida.
- 2015: Newberry Corners CRAS and Historic Architectural Study, Alachua County, Florida.
- 2015: CRAS of Hardy Park and Historic Architectural Assessment, Broward County, Florida.
- 2014: Site 1 Impoundment Monitoring for USACE, Palm Beach County, Florida.

Professional Affiliations:

Register of Professional Archaeologists
American Cultural Resources Association
Archaeological Institute of America
Society for Historical Archaeology
Florida Anthropological Society
Society for American Archaeology

Emily S. Pell, M.S.

Phone: 517-455-6865
E-mail: emilypell2@gmail.com

***Education*:**

Durham University
October 2023 – September 2024
Graduated with Merit
Degree: Master's of Science Human Bioarchaeology and Paleopathology Durham, UK
Curriculum highlights: *Dissertation Title: Cremations and Recorded Pathology: Examining the effects of fire, collection, and burial on pathological bone. Specialization in Stable Isotope analysis and ancient DNA analysis.*

Michigan State University
August 2019 – December 2021
Graduated with High Honors
Degree: Bachelor of Arts – Anthropology, Environment and Health Minor East Lansing, MI
Curriculum highlights: *Archaeology of the Rise of Civilization, Lab Methods in Archaeology, Roman Art and Archaeology, Archaeology of Egypt, Geography of Health and Disease, Medical Anthropology: Culture Health and Illness, Disease and Society Epidemiology, Anthropology topics Religion and Culture, Anthropology Capstone, Independent Study: Archaeology of Roman Medicine*

***Archaeological Employment History*:**

Archaeological Field Technician
2025 – Present
Advanced Archaeology, Inc.

Phase I and Monitoring on multiple projects throughout South Florida including Miami-Dade County, City of Ft Lauderdale, Town of Jupiter, and the Town of Palm Beach.

Monitoring urban excavations in both residential and commercial settings as well as conducting pedestrian surveys and shovel test pits.

Archaeological monitoring in the Florida Everglades of a large-scale spoil pile removal project.

Archaeological Field Technician/Osteologist
June 2023 – August 2023
Wapsi Valley Archaeology Des Moines, Iowa

Cultural Resource Management (CRM), Phase III full excavation of Late prehistoric Oneota occupation period through historical Des Moines fort occupation.

1x1m excavation units, employing 10cm depth excavation through shovel skimming and careful troweling. Bifurcating features and profile mathematical drawings as well as using total station for small finds recording.

Professional Experience:

Bioarchaeological Field School
September 2022 – October 2022
Student Researcher Menorca, Balearic Islands, Spain
Fernando Contreras Sanisera Archaeological Institute

Archaeological field school excavating the Sanisera Necropolis. Funerary archaeology dating to the fifth and sixth centuries CE. Laboratory work also consisted of cleaning, classifying, and labeling archaeological finds from the field.

Advanced Osteological analysis lab work consisted of identifying bone fragments, demographic analysis, paleopathological analysis, and interpreting archaeology to understand lifestyles of the population.

Isthmia Digital Archaeology Project
January 2022 – July 2022
Research Assistant Dept. of Romance and Classical Studies
Dr. Jon M. Frey Michigan State University

Analyzing archaeological field journals from late 1960's and early 1970's rescue excavations. Noting and logging specified artifact locations on maps in order to later transfer into the GIS for the Isthmia Archaeology Site in Greece. Written report on the journals.

Isthmia GIS Digital Archaeology Project
December 2021 – January 2022
Research Assistant/ Co-Author Dept. of Romance and Classical Studies
Dr. Jon M. Frey Michigan State University

Using QGIS random point within polygon generator to determine best visual spatial analysis methods for unspecified artifact points. Trenches and polygons associated with North East Gate of Isthmia site. Artifacts are primarily from early Bronze Age through Byzantine occupation.

Campus Archaeology Program Lab
May 2021 – July 2021
Student Assistant Dept. of Anthropology
Dr. Stacey L. Camp Michigan State University

Toured active CAP shovel test sites. Mainly conducted basic lab responsibilities of cleaning historical artifact, glass and ceramics, from the 2020 Service Road archaeological site; as well as catalogue bagging cleaned artifacts.

Anthropology Lab
September 2019 – January 2020
Undergraduate Student Assistant Dept. of Anthropology
Jeffery Painter, graduate student Michigan State University

Assisting with graduate student project organizing artifact storage, inventory of repository, inventory of teaching collections.

Typing and cataloguing lithics, ceramics, metals and various artifacts from several previous archaeological projects. Using digital resources and identifying resources to type lithics, and working with field journals to situate and catalogue artifacts.

COMPANY BACKGROUND

Advanced Archaeology, Inc. (AAI) has provided archaeological services to multiple South Florida municipal governments for 20 years that have included the Town of Jupiter (for the last 10 years), Miami-Dade County, City of Miami, Broward County, City of Fort Lauderdale, City of Deerfield Beach, Palm Beach County, and the City of Marco Island. AAI has conducted a wide range of professional archaeological services for these municipal governments that have included Cultural Resources Assessment Surveys (CRAS), Phase 1 Archaeological Surveys, Phase 2 Assessments, Due Diligence Archaeological Surveys, Monitoring, Certificates to Dig (CTD), Historic Designations for Individual Sites/Districts, Certificates of Appropriateness for Historic Sites or Districts, Client Consultations, and Best Management Practices for Cultural Resources.

OFFICE LOCATION

The Advanced Archaeology, Inc. office is located in Flagler Beach, Florida, at 2995 Painters Walk.

FEES AND SERVICES

Fees for all employees conducting work order services will be billed at an hourly cost of $100.00 (One Hundred Dollars) per hour.

CLIENT REFERENCES

- Jeff B. Ransom, M.A.
  Miami-Dade County Archaeologist
  Direct Line Phone: 305-375-3412
  Email: Jeff.Ransom@miamidade.gov

  Selective Project
  Phase 1 CRAS of the East Greynolds Park Sanitary Sewer Improvements Project (January 2023)

- Adrián Espinosa-Valdor, MSc., RPA
  City of Miami Archaeologist
  Phone: 305-416-1418
  Email: AEspinosa@miamigov.com

  Selective Project
  Phase 1 Archaeological Survey of the Little River Pocket Mini Park (December 2022)

- Trisha Logan
  City of Fort Lauderdale Principal Urban Planner
  Phone: 954-828-7101
  Email: tlogan@fortlauderdale.gov

  Selective Project
  Due Diligence Phase 1 Archaeological Survey of the Fire Station 13 Project (February 2022)

SAMPLE CONTRACT

Advanced Archaeology, Inc.
1126 S. Federal Hwy. #263
Ft. Lauderdale, FL 33316
Phone: 954-270-6624
Email: contact@advancedarchaeology.com

January 31, 20xx

Jane Doe
Town Planner
Florida

Re: Archaeological Services Proposal - Phase 1 Cultural Resources Assessment Survey

Dear Jane Doe,

This is a Scope of Services proposal to conduct a Phase 1 Cultural Resources Assessment Survey of the project area, which is located within the Town's Archaeological Zone. This assessment will be implemented to meet the guidelines for archaeological and historical cultural resources pursuant to the Town Code, in order to identify, assess, recover, and document cultural resource deposits that may occur within the project area. All work and the report will conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code, and the Principal Investigator is an SOI-qualified archaeologist and architectural historian that meets the *U.S. Secretary of the Interior's (SOI) Standards and Guidelines for Archaeology and Historic Preservation.*

Scope of Services

Task 1. Archival Review

Archival research will be implemented using property records, local historic archives, USGS maps, Florida Master Site File literature, LIDAR, and aerial photographs to determine if any recorded or potential prehistoric or historic cultural resources may be present within or near the project boundaries.

Task 2. Fieldwork

Fieldwork will include subsurface testing across the project area. This will be accomplished through archaeological shovel testing that will document any presence of prehistoric or historic cultural resources that may occur within the project area.

Task 3. Data Analysis

Any cultural material found (e.g. artifacts) will be subjected to professional curatorial processing and analysis. The results of this analysis will be presented in the report.

Task 4. Report Preparation

A Phase 1 Cultural Resources Assessment Survey report will be provided that will include a consultant summary, project setting, cultural context, previous research summary, figures, research design and field methods, results, conclusions, recommendations, FMSF Survey Log, and any other required site file forms.

Schedule

The Phase 1 Cultural Resources Assessment Survey report will be completed and delivered in 30 days or less after receipt of Notice to Proceed.

Cost Breakdown

Task 1
• Archival review: xx hours @ $xx per hour = $xx

Task 2
• Fieldwork: xx hours @ $xx per hour = $xx

Task 3 and 4
• Data analysis/Report: xx hours @ $xx per hour = $xx

Total not to exceed cost for this work = $xx

Please contact me with any questions or comments.

Sincerely,

Joseph F. Mankowski, M.A., RPA
President of Advanced Archaeology, Inc.

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

Attachment A - Proposal Response Forms

RESPONDENT INFORMATION	
PROJECT ORGANIZATION (RESPONDENT)	
Name of Organization:	Advanced Archaeology, Inc.
Principal Contact Person:	Joseph F. Mankowski
Address 1:	1126 S. Federal Hwy. #263
Address 2:	Fort Lauderdale, FL 33316
Address 3:	
Telephone:	954-270-6624
FAX:	N/A
E-mail:	contact@advancedarchaeology.com
Name of Individual Project Manager:	Joseph F. Mankowski
Telephone:	954-270-6624
E-mail:	contact@advancedarchaeology.com
Location of Project Office:	2995 Painters Walk, Flagler Beach, FL 32136

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

RESPONDENT REFERENCES

Please submit a minimum of three (3) references in detail; give client references who have been clients (of the Respondent) for at least one year (preferably municipal governments or other governmental agencies in Florida where your company has provided same and similar services). The Town may contact some of the Respondent's current and former clients, both supplied by the Respondent and independently derived, to request that they validate the qualifications of the Respondent and the accuracy of the claims made by the Respondent in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.

Excellent: Frequently exceeds client reference's specifications/requirements
Good: Meets client reference's specification/requirements.
Poor: Frequently does not meet client reference's specifications / requirements

1. CUSTOMER NAME:	Miami-Dade County
CUSTOMER LOCATION:	Miami-Dade County, Florida
CUSTOMER CONTACT PERSON:	Jeff Ransom
CUSTOMER PHONE NUMBER:	305-375-3412
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	Jeff.Ransom@miamidade.gov
2. CUSTOMER NAME:	City of Miami
CUSTOMER LOCATION:	City of Miami, Florida
CUSTOMER CONTACT PERSON:	Adrián Espinosa-Valdor
CUSTOMER PHONE NUMBER:	305-416-1418
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	AEspinosa@miamigov.com
3. CUSTOMER NAME:	City of Fort Lauderdale
CUSTOMER LOCATION:	City of Fort Lauderdale, Florida
CUSTOMER CONTACT PERSON:	Trisha Logan
CUSTOMER PHONE NUMBER:	954-828-7101
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	tlogan@fortlauderdale.gov

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

NONCOLLUSIVE AFFIDAVIT FORM

STATE OF FL

COUNTY OF Broward

Joseph Mankowski, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.

2. The Proposal is genuine and is not a collusive or sham Proposal.

3. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with the Contact for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix the price in the attached Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Respondent; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.

4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 2/1/26

By _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Joseph M., an authorized representative of Advanced Archaeology, Inc., well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 1 day of February, 2026.

SHANTEL HARVINA GREEN
Notary Public
State of Florida
Comm# HH754970
Expires 1/11/2030

_____
Notary Public, State of Florida at Large
(Printed, typed or stamped commissioned name of notary public)

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

RESPONDENT'S CERTIFICATION FORM

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

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

contact@advancedarchaeology.com
E-MAIL ADDRESS

Advanced Archaeology, Inc.
NAME OF BUSINESS

BY: _____
SIGNATURE

Sworn to and subscribed before me
this 1 day of Feb., 2026.

Joseph F. Mankowski - President
PRINTED NAME AND TITLE

_____
SIGNATURE OF NOTARY

SHANTEL HARVINA GREEN
Notary Public
State of Florida
Comm# HH754970
Expires 1/11/2030

1126 S. Federal Hwy. #263
MAILING ADDRESS

MY COMMISSION EXPIRES:

Fort Lauderdale, FL 33316
CITY, STATE, ZIP CODE

PERSONALLY KNOWN

954-270-6624
TELEPHONE NUMBER

OR PRODUCED ✓
FLDL M522-486-77-306-0

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

RESPONDENT'S QUALIFICATION STATEMENT FORM

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

SUBMITTED TO: Town of Jupiter

ADDRESS: 210 Military Trail
Jupiter, FL

CIRCLE ONE

SUBMITTED BY Advanced Archaeology, Inc.

(Corporation)
Partnership
Individual
Other

NAME Joseph F. Mankowski

ADDRESS: 1126 S. Federal Hwy. #263, Ft. Lauderdale, FL 33316

TELEPHONE NO. 954-270-6624

FAX NO. N/A

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

   The correct name of the Respondent is: Advanced Archaeology, Inc.
   The address of the principal place of business is: 2995 Painters Walk, Flagler Beach, FL 32136

2. If Respondent is a corporation, answer the following:

   a. Date of Incorporation: 8-18-06
   b. State of Incorporation: Florida
   c. President's name: Joseph F. Mankowski
   d. Vice President's name: N/A
   e. Secretary's name: N/A
   f. Treasurer's name: N/A
   g. Name and address of Resident Agent: Joseph F. Mankowski - 2995 Painters Walk, Flagler Beach, FL 32136

3. If Respondent is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners:

      _____

c. State whether general or limited partnership: _____

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

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

6. How many years has your organization been in business under its present business name?
19

a. Under what other former names has your organization operated?
Southern Archaeology, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

Corporate Document Number: P06000108280

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

9. State the names, telephone numbers and last known addresses of three (3) representatives of Florida Municipal agencies with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Jeff Ransom, 111 N.W. First Street, 12th Floor, Mailbox 114 Miami, Florida 33128, 305-375-3412
(name) (address) (phone number)

Adrián Espinosa-Valdor, 444 SW 2nd Avenue, 3rd Floor, Miami, FL 33130, 305-416-1418
(name) (address) (phone number)

Trisha Logan, 700 NW 19th Ave, Ft. Lauderdale, FL 33311, 954-828-7101
(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please see Personnel Resumes/Curriculum Vitae in Section 3 of the RFQ

11. State the name of the individual who will have personal supervision of the work:

Joseph F. Mankowski

12. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

N/A

THE RESPONDENT ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY RESPONDENT TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

Joseph F. Mankowski

Printed Name

State of
County of

The foregoing instrument was acknowledged before me this 1 day of Feb, 2026 by _JM_ of _ , who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

SHANTEL HARVINA GREEN
Notary Public
State of Florida
Comm# HH754970
Expires 1/11/2030

(Name of Notary Public: Print, Stamp, or type as Commissioned)

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to **Town of Jupiter**
(Print name of the public entity)

By _ Joseph F. Mankowski - President
(Print individual's name and title)

for Advanced Archaeology, Inc.
(Print name of entity submitting sworn statement)

Whose business address is _2995 Painters Walk, Flagler Beach, FL 32136

and (if applicable) its Federal Employer Identification Number (FEIN) is _76-0846592
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement __ _)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendre.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   4-1. A predecessor or successor of a person convicted of a public entity crime: or
   4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling

of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_ The entity submitting this sworn statement, or one or more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_ The entity submitting this sworn statement, or one of more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1 day of February, 2026 (year), by (name of person acknowledging).

(Signature of Notary Public State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

SHANTEL HARVINA GREEN
Notary Public
State of Florida
Comm# HH754970
Expires 1/11/2030

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FLDL M522-486-77-306-0

TOWN OF JUPITER

RFQ No. PZ 2025-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

RESPONDENT'S ACKNOWLEDGMENT

I hereby certify, that this Respondent's Acknowledgment is made without prior understanding, agreement or connection with any corporation, firm, or other person submitting a Proposal for the same commodities and/or services, and is in all respects, fair and without collusion or fraud. I agree to abide by all of the conditions of this Request for Quotations, and certify that I am authorized to sign the Proposal for the Respondent. By my signature on this Form, the Respondent acknowledges and accepts without limitation, the terms and conditions as set forth on Pages 1 through 32, inclusive, of the Request for Proposal, as well as any applicable supplemental RFQ documents, such as any Special Conditions, Instructions, Specifications, and all required Forms.

CORRECT LEGAL NAME OF RESPONDENT: Advanced Archaeology, Inc.

NAME OF REGISTERED AGENT & ADDRESS OF CORPORATE RESPONDENTS_ Joseph F. Mankowski - 2995 Painters Walk, Flagler Beach, FL 32136

PHYSICAL ADDRESS OF RESPONDENT (NO P.O. BOXES ALLOWED_2995 Painters Walk, Flagler Beach, FL 32136

TELEPHONE NUMBER OF RESPONDENT 954-270-6624

EMERGENCY CONTACT NUMBER FOR RESPONDENT: 786-302-3353

FACSIMILE NUMBER OF RESPONDENT N/A
FEDERAL ID NO. OR SOCIAL SECURITY NO. OF RESPONDENT 76-0846592
IF RESPONDENT IS CORPORATION OR OTHER LEGAL ENTITY, STATE OF INCORORATION OR REGISTRATION Florida
**FOREIGN CORPORATIONS MUST SUBMIT FOREIGN CORPORATION RESOLUTION.

SIGNATURE OF RESPONDENT OR AUTHORIZED AGENT: [signature]
**PROPOSALS SUBMITTED BY AGENTS MUST HAVE RESOLUTION OF AGENT AUTHORITY.

PRINTED NAME OF RESPONDENT OR AUTHORIZED AGENT: Joseph F. Mankowski

DATE: 2/1/26. TITLE/POSITION OF SIGNATORY: President

TOWN OF JUPITER

RFQ No. PZ 2026-001
SELECTION OF ARCHAEOLOGICAL CONSULTANT

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Advanced Archaeology, Inc. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Respondent's Signature JOSEPH F. MANKOWSKI

2/1/26
Date

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: February 12, 2026

Re: Procurement Review – Resolution 26-26 Historic and Archeological Continuing Services Contract

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After reviewing the documents associated with the request to issue a Continuing Services Contract for Historic and Archeological Services to Advanced Archaeology, Inc., I have found that the request meets all procurement requirements of Section 287.055, F.S. for CCNA professional services.

This cooperative purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Renewal of the Barry Kaufer Veterans Building Permit Discount Program

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	**Resolution 39-26,** Renewal of the Barry Kaufer Veterans Building Permit Discount Program

EXECUTIVE SUMMARY

Staff seeks authorization of Resolution 39-26 for renewal of the Town of Jupiter's Barry Kaufer Veterans Building Permit Discount Program. In an effort to honor military veterans, the Town Council initially adopted the program in November of 2020 for a five-year period. During that timeframe the discount program has been used 17 times by area veterans to assist with the cost of home repairs and renovations.

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

ANALYSIS

Currently, the State of Florida though Chapter 295.16 FS has a program for disabled veterans that allows for free license and permit fees relating to improvements that are needed to a veteran's home for disability-related improvements. The Statute reads as follows:

"*A totally and permanently disabled veteran who is a resident of Florida and honorably discharged from the Armed Forces, who has been issued a valid identification card by the Department of Veterans' Affairs in accordance with s. 295.17 or has been determined by the United States Department of Veterans Affairs or its predecessor to have a service-connected 100-percent disability rating for compensation, or who has been determined to have a service-connected disability rating of 100 percent and is in receipt of disability retirement pay from any branch of the uniformed armed services is not required to pay any license or permit fee, by whatever name known, to any county or municipality in order to make improvements upon a dwelling owned by the veteran which is used as the veteran's residence, if such improvements are limited to ramps, widening of doors, and similar improvements for the purpose of making the dwelling habitable or safe for the veteran.*"

The Veterans Discount Program being presented for renewal will continue to complement the statute to include "all" honorably discharged veterans to receive a benefit through the continuation of the building permit discount program. The proposed discount program consists of the following:

1. A 50% reduction in Building Permit Fees up to $250 per permit.
2. The reduced fee applies to all construction activity, not just improvements relating to a disability.
3. The program can be coupled with Chapter 295.16 to assist in the full renovation of a veteran's home not just service-related disability improvements.

4. The program is only available to honorably discharged veterans of the United States Military.
5. The Veteran must be the registered owner of homesteaded property where the work is to be performed.
6. The program applies to the “building permit fee” only and is not associated with any other fee or charge by the Town or other jurisdiction.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Resolution 39-26

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. 39-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE CONTINUATION OF A 50% CREDIT ON UP TO $250 OF THE BUILDING PERMIT FEES FOR HONORABLY DISCHARGED VETERANS OF THE UNITED STATES MILITARY BEGINNING UPON THE EFFECTIVE DATE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida ("Town"), is a municipality, with those powers and responsibilities as enumerated by Chapter 166, Florida Statutes, the Florida Constitution, and the Town Code and Charter; and

WHEREAS, the Town Council of the Town of Jupiter desires to recognize veterans of the United States military for their service to the United States; and

WHEREAS, the Town Council has recognized veterans since 2020 by making a building permit fee credit available to those veterans of the United States military that have been honorably discharged; and

WHEREAS, the Town's previously authorized the "Barry Kaufer" Veterans Discount Program was established for a five-year period, but sunset on November 6, 2025; and

WHEREAS, the Town Manager has recommended that the program be reinstated upon the effective date of this resolution.

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

SECTION 1. The Town Council hereby reauthorizes the previously approved Barry Kaufer veterans building permit discount program.

SECTION 2. The Town Council hereby reinstates a Barry Kaufer Veterans Discount Program for an indefinite period. Veterans who have honorably discharged from United States military service who submit applications for building permits to the Town may be credited by 50%, for up to $250.00 of the building permit fee pertaining to improvements to their properties in the Town, provided the property maintains a homestead exemption.

SECTION 3. The Barry Kaufer Veterans Discount Program shall only be available to an individual who was honorably discharged from the United States Army, Navy, Air Force, Marines, Space Force and US Coast Guard. This credit does not apply to contractors who are veterans, except as the contractor may seek to apply the credit to his or her homestead property in the Town.

SECTION 4. The discount is limited to those veterans who were discharged or released under honorable conditions, or who later received an upgraded discharge under honorable conditions.

SECTION 5. The adopted Barry Kaufer Veterans Discount Program applies to the "building permit fee" only and is not associated with any other fee or charge by the Town.

SECTION 6. This resolution shall become effective immediately upon execution.

#7561596 v1 26503-00001

03/17/2026

TOWN OF JUPITER
Beacon Park Future Land Use and Zoning Map Amendments

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Ordinance 7-26, Ordinance 3-26** and **Ordinance 8-26,** Beacon Park – Future Land Use and Zoning Map amendments to allow for residential use on the east and west sides of Island Way, generally located south of Jupiter Community Park, west of Limestone Creek Road, north of Indiantown Road, and east of the I-95 interchange.

EXECUTIVE SUMMARY
Reconsideration of **Ordinance 7-26** for a 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;

First Reading of **Ordinance 3-26** for 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; and,

First Reading of **Ordinance 8-26** for 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.

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

ANALYSIS
The attached staff report contains the analysis of the Comprehensive Plan Policies and Strategic Plan in Section 1. Section 2 of the report analyzes the considerations for the residential designations on the east and west sides separately.

At their January 20, 2026 meeting, the Town Council voted to approve Ordinance No. 2-26 on first reading the east side Future Land Use Map amendment (Low Density Residential) and Ordinance No. 7-26 on first reading for the Rezoning (Single Family Residential, R-1). The Town Council also requested staff to prepare ordinances for first reading for the west side Future Land Use Map amendment (Medium Density Residential) and Rezoning (Limited Multifamily Residential, R-3).

At their February 3, 2026 meeting, the Town Council voted to reconsider their decision approving Ordinance No. 7-26 on first reading to assign the R-1, Single Family Residential zoning district to the east side. The following summary outlines the information the Town

Council requested as follows:

East Side Reconsideration:

The Town Council requested reconsideration of the east side zoning. Ordinance No.7-26, as approved on first reading on January 20, 2026, contained the Planning and Zoning Commission's recommendation to assign Single Family Residential (R-1) Zoning, instead of the applicant's requested Single Family Compact (R1-A) Zoning. The staff report explains the differences on Pages 12 and 13 and staff has added a table on Page 2 summarizing the differences between the two zoning districts for Town Council consideration. In general, the R-1 district requires larger lots, greater setbacks, and sets a maximum height of two (2) stories.

West Side (Residential):

Consistent with the Town Council's request, staff has prepared ordinances for first reading for residential on the west side consistent with the applicant's request of Medium Density Residential Future Land Use Designation and R-3, Limited Multifamily Residential zoning. The Town Council requested staff provide additional information related to the traffic impacts and changes to the proposed workforce housing, if the industrial designations are maintained on the west side. Staff has provided the additional information on Page 3 and 4 of the staff report.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission made a recommendation of approval of the east side request and denial of the west side request. The Commission recommended two items for Town Council consideration for the properties on the west side of Island Way; remove of the Bioscience Overlay and expand the uses allowed on the property. Staff has provided more detailed information related to the Commission recommendation in the attached Staff Report.

STRATEGIC PRIORITY

- Strong Local Economy
- Mobility
- Manage Growth

ATTACHMENTS

1. Ordinance 7-26
2. Ordinance 3-26
3. Ordinance 8-26
4. Staff Report and Attachments
5. Presentation

FUNDING SOURCE

Funding is not required 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.

ORDINANCE NO. 7-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 27-473 OF THE TOWN CODE TO ASSIGN THE ZONING DISTRICT OF SINGLE-FAMILY RESIDENTIAL TO 34.3+/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF LIMESTONE CREEK ROAD ON THE NORTHEAST SIDE OF ISLAND WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CROSSROADS 6101 LLC is the owner (the "Owner") of 34.3+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is generally located west of Limestone Creek Road on the northeast side of Island Way; and,

WHEREAS, the future land use designation assigned to the subject property is "Low Density Residential"; and,

WHEREAS, the Owner has petitioned the Town to amend the zoning designation of the subject property from Industrial, High Technology and Employment Center (I-4) to Residential, Single Family Compact (R1-A) (the "Application"); and,

WHEREAS, the Town's Local Planning Agency (the "LPA") has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat. to consider the Application; and,

WHEREAS, the LPA has recommended to the Town Council that it assign the Residential, Single Family (R-1) Zoning District to the subject property; and,

WHEREAS, notice was published and a public hearing was conducted pursuant to Section 163.3187, Fla. Stat.

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

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

Section 2. The Town Council hereby assigns the Single-Family Residential (R-1) Zoning District to the subject property as legally described in the attached **Exhibit "A"** which is incorporated herein. The assignment of the Single-Family Residential (R-1) Zoning District to the subject property is shown on **Figure "1"**, a copy of which is attached hereto and incorporated herein.

Section 3. Codification. The Town's Official Zoning Map is hereby amended to reflect the assignment of the Single-Family Residential (R-1) Zoning District to the subject property.

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

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

Section 6. Effective date. This ordinance shall take effect immediately upon its execution.

Attachments: Exhibit "A" - Legal description of the subject property
Figure "1" - Zoning Map

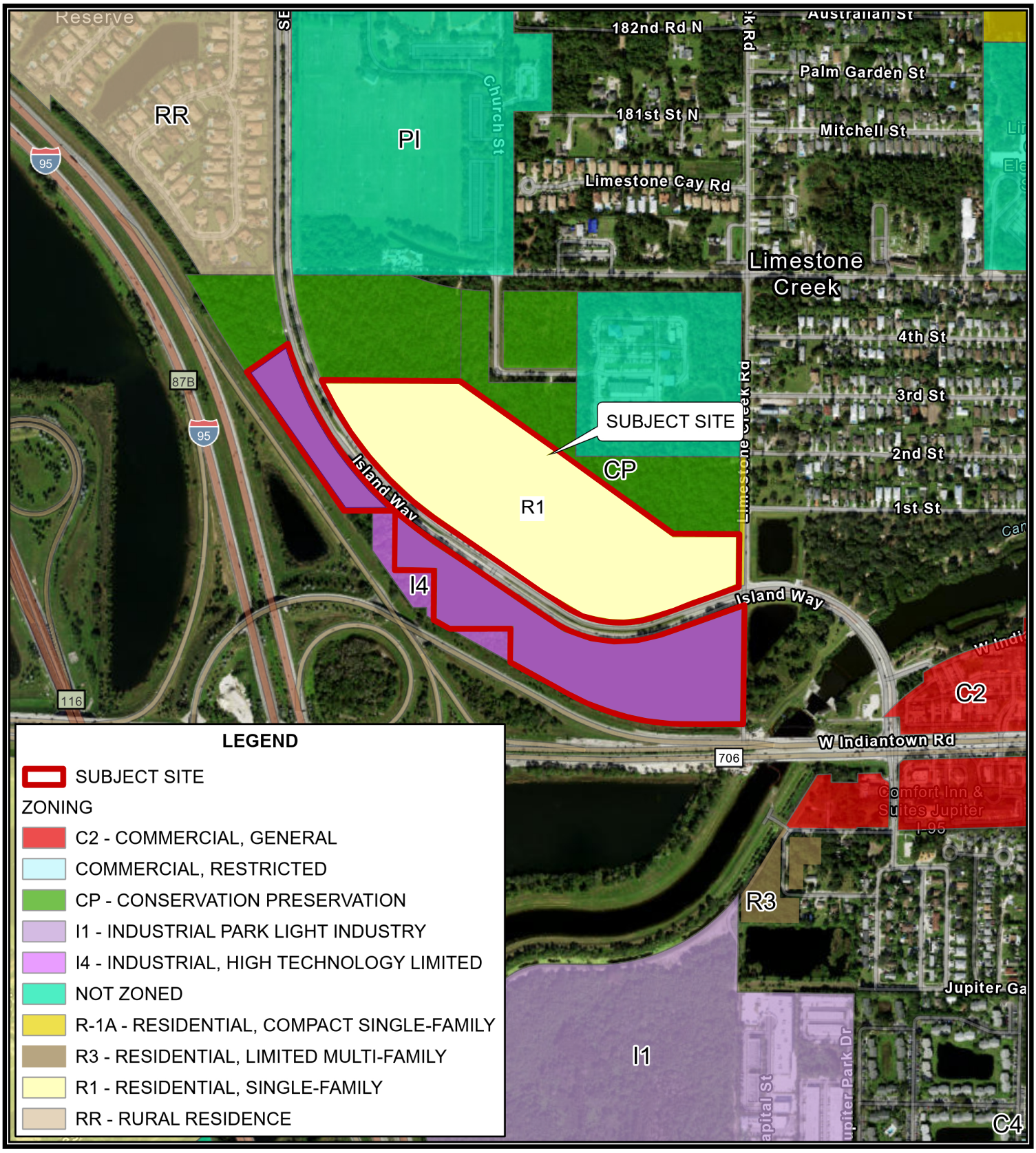
#7542839 v1 26503-00001

NORTH PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE N00°36'38"E ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 905.81 FEET; THENCE N89°23'22"W, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION BETWEEN THE NORTHERLY RIGHT-OF-WAY LINE OF ISLAND WAY AND THE WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD, SAID POINT BEING THE **POINT OF BEGINNING** AND A POINT ON A CURVE CONCAVE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 704.00 FEET, A CHORD BEARING OF S71°31'03"W, AND A CENTRAL ANGLE OF 2°27'14"; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 30.15 FEET; THENCE S70°17'26"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 468.51 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 596.00 FEET AND A CENTRAL ANGLE OF 53°47'18"; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 559.52 FEET; THENCE N55°55'15"W, A DISTANCE OF 818.36 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1946.00 FEET AND A CENTRAL ANGLE OF 31°43'15"; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 1077.37 FEET TO THE SOUTHWEST CORNER OF HIGH TECH BIOSCIENCE - PARCEL 1, AS SHOWN IN OFFICIAL RECORDS BOOK 24443, PAGE 41, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THE PRECEDING FIVE (5) COURSES BEING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ISLAND WAY; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, S89°30'50"E ALONG THE SOUTH LINE OF SAID HIGH TECH BIOSCIENCE - PARCEL 1, A DISTANCE OF 785.27 FEET TO THE SOUTHEAST CORNER OF SAID HIGH TECH BIOSCIENCE - PARCEL 1, SAID CORNER BEING A SHARED CORNER WITH ENVIRONMENTAL PARCEL 1, AS SHOWN IN SAID OFFICIAL RECORDS BOOK 24443, PAGE 41; THENCE S54°27'54"E ALONG THE SOUTHWESTERLY LINE OF SAID ENVIRONMENTAL PARCEL 1, A DISTANCE OF 1486.05 FEET TO THE SOUTHWEST CORNER OF SAID ENVIRONMENTAL PARCEL 1; THENCE S89°30'50"E ALONG THE SOUTH LINE OF SAID ENVIRONMENTAL PARCEL 1, A DISTANCE OF 375.67 FEET TO A POINT ON AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD; THENCE S00°36'38"W ALONG SAID LINE, A DISTANCE OF 299.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF JUPITER, PALM BEACH COUNTY, FLORIDA AND CONTAINING 1,493,584 SQUARE FEET OR 34.288 ACRES, MORE OR LESS.



N
W E
S

1 inch equals 750 feet

0 375 750 Feet

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/8/2025] ESS

Proposed Zoning Map

Beacon Park

Jupiter, FL

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

5

ORDINANCE NO. 3-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE 57-89 WHICH ADOPTED THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP TO ASSIGN A FUTURE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL TO 23.4+/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF LIMESTONE CREEK ROAD ON THE SOUTHWEST SIDE OF ISLAND WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), has adopted a Comprehensive Plan in accordance with the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"); and,

WHEREAS, the Florida Department of Commerce's predecessor agency, the Department of Community Affairs, determined that the Town's Comprehensive Plan was "in compliance" with the provisions of the Act; and,

WHEREAS, CROSSROADS 6101 LLC is the owner (the "Owner") of 34.3+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is generally located west of Limestone Creek Road on the southwest side of Island Way; and,

WHEREAS, the owner has petitioned the Town to amend the subject property's existing future land use designation of General Industrial with the

Bioscience Research Protection Overlay to Medium Density Residential (the "Application"); and,

WHEREAS, the Town's Local Planning Agency (the "LPA") has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat. to consider the Application; and,

WHEREAS, the LPA has recommended to the Town Council that it deny the application to assign a future land use of Medium Density Residential and remove the subject property from the Bioscience Research Protection Overlay; and,

WHEREAS, notice of a public hearing regarding the proposed change of the future land use was published and a public hearing was conducted in accordance with Section 163.3187, Fla. Stat.

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

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

Section 2. The Town Council has determined that it is appropriate to amend Ordinance 57-89 which adopted the Comprehensive Plan of the Town of Jupiter, to assign a future land use designation of "Medium Density Residential" to the subject property, to remove the subject property from the Bioscience Research Protection Overlay, and to assign a trip cap of (INSERT) to the subject property. The subject property is shown in the attached **Figure "1**", which is incorporated herein.

Section 3. The effective date of this ordinance amending the Town's Comprehensive Plan shall be 31 days after its adoption 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.

Attachments: Exhibit "A" - Legal description of the subject property
Figure "1" - New Future Land Use Map

#7575618 v1 26503-00001

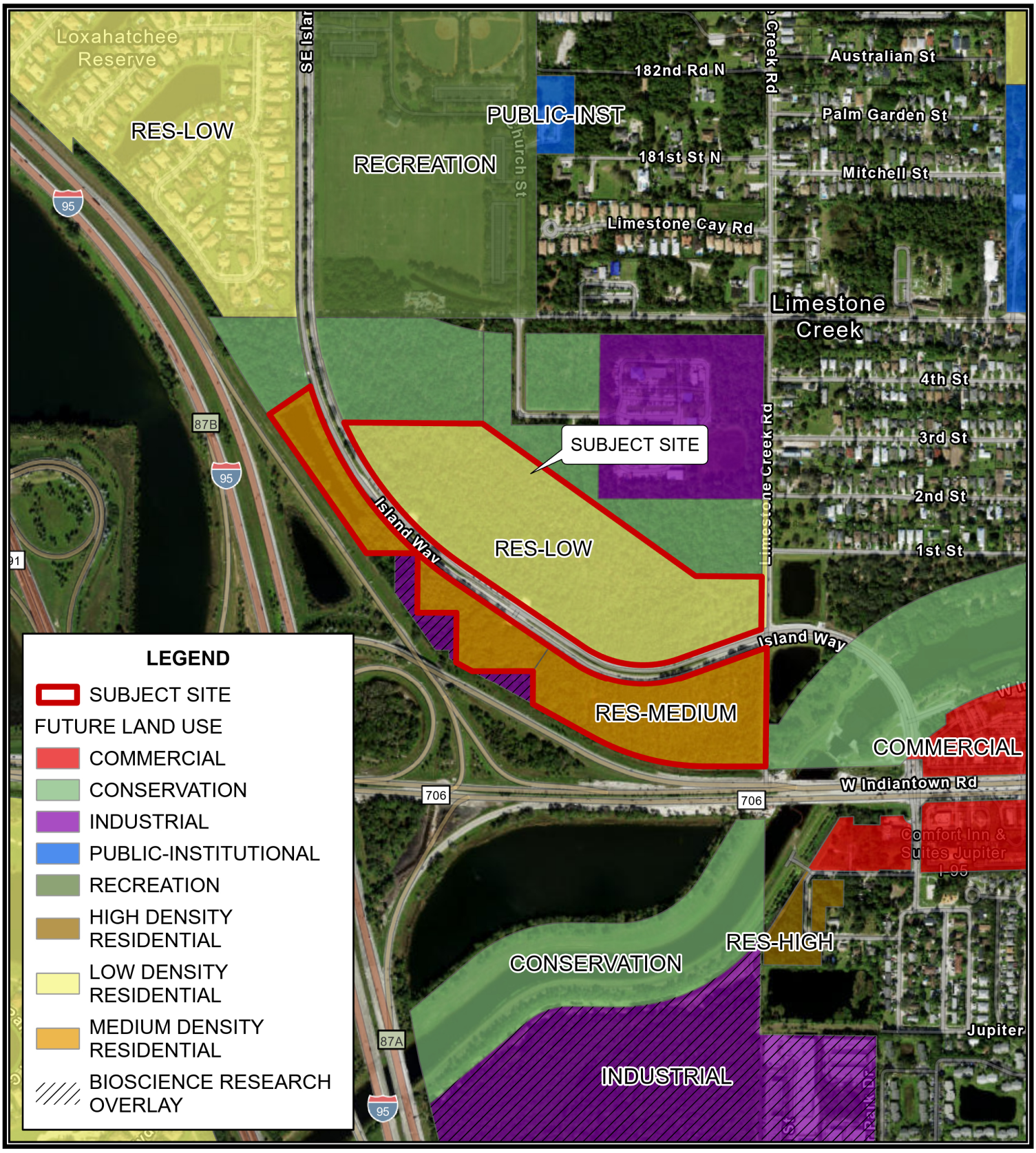
SOUTH PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE N00°36'38"E ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 124.96 FEET; THENCE N89°23'22"W, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION BETWEEN THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND THE WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD, SAID POINT BEING THE **POINT OF BEGINNING**; THE FOLLOWING THREE (3) CALLS BEING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: THENCE N89°52'20"W, A DISTANCE OF 305.67 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1338.39 FEET AND A CENTRAL ANGLE OF 28°36'37"; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 668.32 FEET; THENCE N61°15'43"W, A DISTANCE OF 390.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 4; THENCE N00°33'11"E ALONG SAID LINE, A DISTANCE OF 189.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE SOUTH THREE QUARTERS (S. 3/4) OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 4; THENCE S89°54'20"W ALONG SAID LINE, A DISTANCE OF 346.59 FEET TO THE SOUTHEAST CORNER OF A RIGHT-OF-WAY PARCEL AS SHOWN IN OFFICIAL RECORDS BOOK 3898, PAGE 1320, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N61°15'43"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, A DISTANCE OF 103.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 887.29 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N00°29'48"E ALONG SAID LINE, A DISTANCE OF 280.03 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 330.00 FEET OF THE S. 3/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE S89°54'20"W ALONG SAID LINE, A DISTANCE OF 224.55 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF (N. 1/2) OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N00°31'29"E ALONG SAID LINE, A DISTANCE OF 337.36 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID LINE BEING THE NORTH LINE OF THE N. 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N89°58'42"W ALONG SAID LINE, A DISTANCE OF 287.36 FEET TO A CORNER OF SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N35°00'50"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 891.55 FEET TO THE SOUTHWEST CORNER OF HIGH TECH/BIOSCIENCE PARCEL 2, AS SHOWN IN OFFICIAL RECORDS BOOK 24443, PAGE 41, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID CORNER BEING A POINT OF CURVE CONCAVE NORTHEAST, SAID CURVE HAVING A RADIUS OF 5635.58 FEET AND A

CENTRAL ANGLE OF 0°44'31"; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 73.00 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, N55°43'50"E ALONG THE SOUTHEASTERLY LINE OF SAID HIGH TECH/BIOSCIENCE PARCEL 2, A DISTANCE OF 282.13 FEET TO THE SOUTHEAST CORNER OF SAID HIGH TECH/BIOSCIENCE PARCEL 2, SAID CORNER BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ISLAND WAY AND A POINT OF CURVE CONCAVE NORTHEAST, THE FOLLOWING FOUR (4) COURSES BEING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 2054.00 FEET, A CHORD BEARING OF S36°21'08"E FEET AND A CENTRAL ANGLE OF 39°08'13"; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 1403.03 FEET; THENCE S55°55'15"E, A DISTANCE OF 818.36 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 704.00 FEET AND A CENTRAL ANGLE OF 53°47'18"; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 660.91 FEET; THENCE N70°17'26"E, A DISTANCE OF 458.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD, THENCE S00°36'38"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 666.65 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF JUPITER, PALM BEACH COUNTY, FLORIDA AND CONTAINING 1,020,319 SQUARE FEET OR 23.423 ACRES, MORE OR LESS.



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1 inch equals 750 feet

0 375 750 Feet

Proposed Future Land Use

Beacon Park

Jupiter, FL

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/5/2025] ESS

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

ORDINANCE NO. 8-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 27-473 OF THE TOWN CODE TO ASSIGN THE RESIDENTIAL, LIMITED MULTIFAMILY RESIDENTIAL ZONING DISTRICT TO 23.4+/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF LIMESTONE CREEK ROAD ON THE SOUTHWEST SIDE OF ISLAND WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CROSSROADS 6101 LLC is the owner (the "Owner") of 23.4+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is generally located west of Limestone Creek Road on the southwest side of Island Way; and,

WHEREAS, the future land use designation assigned to the subject property is "Medium Density Residential"; and,

WHEREAS, the Owner has petitioned the Town to amend the zoning district assigned to the subject property from Industrial, High Technology and Employment Center (I-4) to Residential, Limited Multifamily (R-3) (the "Application"); and,

WHEREAS, the Town's Planning & Zoning Commission has conducted a public hearing and considered the Application; and,

WHEREAS, the LPA has recommended to the Town Council that it not assign the Residential, Limited Multifamily (R-3) zoning district the subject property.

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

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

Section 2. The Town Council hereby assigns the Residential, Limited Multifamily (R-3) zoning district to the subject property as legally described in the attached **Exhibit "A"** which is incorporated herein. The assignment of the Residential, Limited Multifamily (R-3) zoning district to the subject property is as shown in **Figure "1"**, a copy of which is attached hereto and incorporated herein.

Section 3. Codification. The Town's Official Zoning Map is hereby amended to reflect the assignment of the Residential, Limited Multifamily (R-3) zoning district to the subject property.

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

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

Section 6. Effective date. This ordinance shall take effect immediately upon its execution.

Attachments: Exhibit "A" - Legal description of the subject property
Figure "1" Official Zoning Map

#7575701 v1 26503-00001

SOUTH PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE N00°36'38"E ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 124.96 FEET; THENCE N89°23'22"W, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION BETWEEN THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND THE WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD, SAID POINT BEING THE **POINT OF BEGINNING**; THE FOLLOWING THREE (3) CALLS BEING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: THENCE N89°52'20"W, A DISTANCE OF 305.67 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1338.39 FEET AND A CENTRAL ANGLE OF 28°36'37"; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 668.32 FEET; THENCE N61°15'43"W, A DISTANCE OF 390.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 4; THENCE N00°33'11"E ALONG SAID LINE, A DISTANCE OF 189.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE SOUTH THREE QUARTERS (S. 3/4) OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 4; THENCE S89°54'20"W ALONG SAID LINE, A DISTANCE OF 346.59 FEET TO THE SOUTHEAST CORNER OF A RIGHT-OF-WAY PARCEL AS SHOWN IN OFFICIAL RECORDS BOOK 3898, PAGE 1320, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N61°15'43"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, A DISTANCE OF 103.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 887.29 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N00°29'48"E ALONG SAID LINE, A DISTANCE OF 280.03 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 330.00 FEET OF THE S. 3/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE S89°54'20"W ALONG SAID LINE, A DISTANCE OF 224.55 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF (N. 1/2) OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N00°31'29"E ALONG SAID LINE, A DISTANCE OF 337.36 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID LINE BEING THE NORTH LINE OF THE N. 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N89°58'42"W ALONG SAID LINE, A DISTANCE OF 287.36 FEET TO A CORNER OF SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N35°00'50"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 891.55 FEET TO THE SOUTHWEST CORNER OF HIGH TECH/BIOSCIENCE PARCEL 2, AS SHOWN IN OFFICIAL RECORDS BOOK 24443, PAGE 41, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID CORNER BEING A POINT OF CURVE CONCAVE NORTHEAST, SAID CURVE HAVING A RADIUS OF 5635.58 FEET AND A

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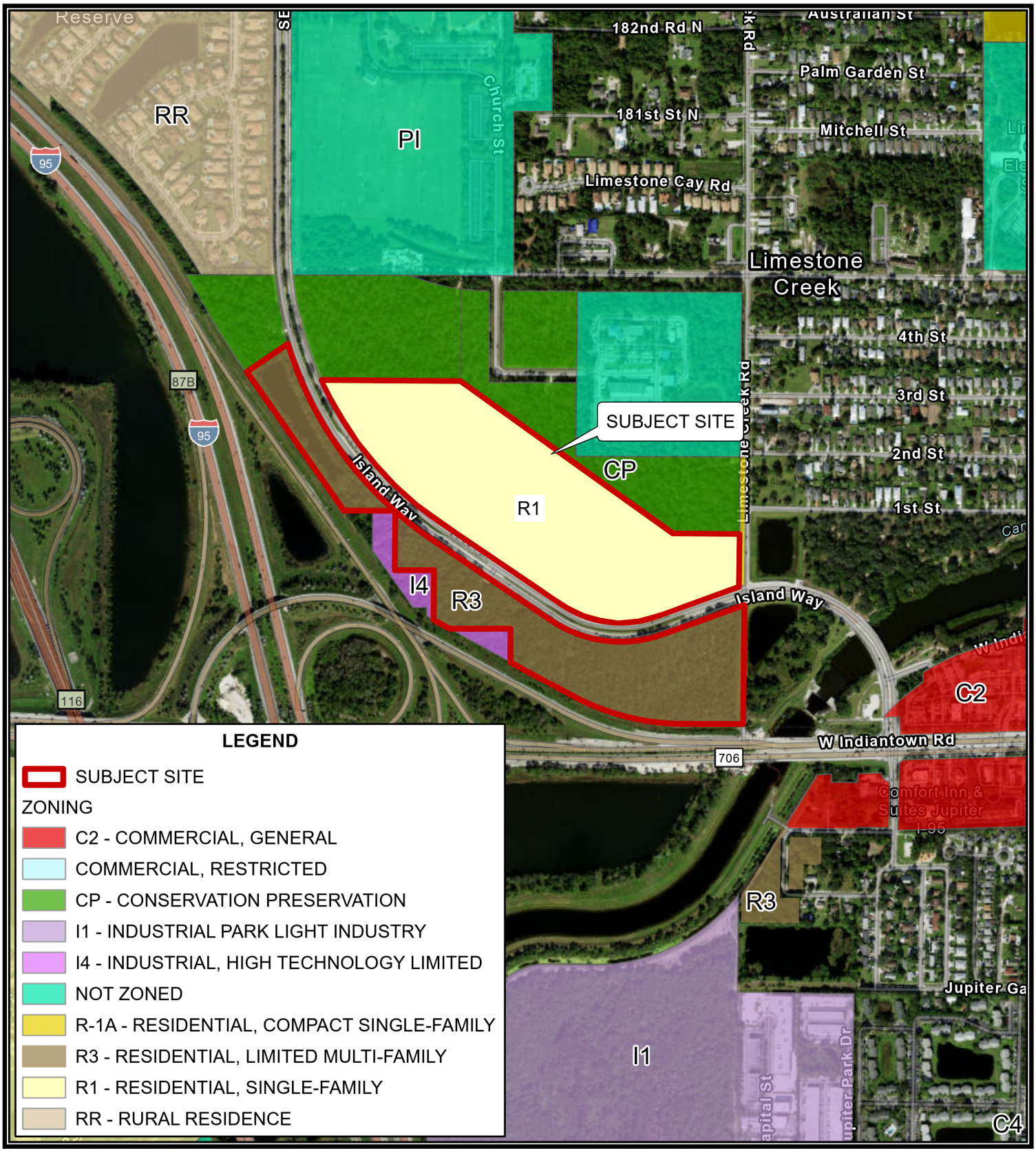

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1 inch equals 750 feet

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Feet

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/8/2025] ESS

Proposed Zoning Map

Beacon Park

Jupiter, FL

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

Beacon Park Future Land Use and Zoning Map Amendments
TOWN MANAGER'S OFFICE

DATE: March 3, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning **JS**

SUBJECT: **Beacon Park** –

A. **Ordinance 2-26 -** 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;
B. **Ordinance 3-26 -** 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;
C. **Ordinance 7-26 -** Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R1-A, Residential, Compact Single-Family District, on 34.3± acres located on the east side of Island Way; and,
D. **Ordinance 8-26 -** 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;

Generally located south of Jupiter Community Park, west of Limestone Creek Road, north of Indiantown Road, and east of the I-95 interchange

Ord #2-26, 3-26, 7-26, 8-26	P&Z Commission:	12/09/25
PZ 25-6515, 6516, 6517, & 6518	Town Council:	01/20/26 – 1st Reading (A & C)
	Town Council:	03/03/26 – 1st Reading (B, C & D)
G. Watson	Town Council:	TBD – 2nd Reading (A-D)

Project Information

Applicant:	Pulte Home Company, LLC (see Attachment A)
Owner:	Crossroads 6101 LLC (see Attachment B)
Agent:	Zach Ciciera/Laurey Hood, Cotleur & Hearing
Location:	Generally located south of Jupiter Community Park, west of Limestone Creek Road, north of Indiantown Road, and east of the I-95 interchange
Acreage (Total):	57.7±
East:	34.3±
West:	23.4±

PCN Numbers:	30-43-41-04-00-000-1160, 30-43-41-04-00-000-1150, and 30-43-41-04-00-000-1050
Existing use of property:	Vacant
Existing FLUM designation:	General Industrial with Bioscience Research Protection Overlay
Proposed FLUM designation:	
East 34.3 acre Parcels:	Low Density Residential
West 23.4 acre Parcels:	Medium Density Residential
Existing Zoning:	I-4, Industrial, High Technology and Employment Center District with a Development Agreement that includes additional permitted uses
Proposed Zoning:	
East 34.3 acre Parcels:	R1-A, Residential, Compact Single-Family District
West 23.4 acre Parcels:	R-3, Residential, Limited Multi-Family District

Town Council Reconsideration of East Side Rezoning (2/3/26)

At their February 3, 2026 meeting, the Town Council voted 5 to 0 to reconsider Ordinance 7-26 (East – Rezoning), which was adopted on first reading to assign a **Single Family R-1 Zoning district**. The Town Council requested staff bring back the Ordinance for reconsideration and provide additional information on the differences between the Applicant's requested Single Family Compact R1-A zoning and the Single Family R-1 zoning district. In the table below, staff summarized the information and analysis provided in Section 2. of this report from Pages 12-13, outlining the differences between the R-1 zoning recommend by the Planning and Zoning Commission and the applicant's requested R1-A zoning.

	R-1	R1-A	Difference from R-1 to R1-A
Lot Area	10,000 SF	6,000 SF	4,000 SF less
Lot Width	75'	65'	10' less
Lot Depth	100'	75'	25' less
Front Setback	25'	25'	-
Rear	15'	15'	-
Side Interior Setback	10'	7.5'	2.5'
Side Corner Setback	25'	15'	10'
Building Height	35' / 2 stories	35'	No story limit
Lot Coverage	35 percent	40 percent	5 percent more

Town Council Action – First Reading East Side (1/20/26)

At their January 20, 2026 meeting, the Town Council voted 5 to 0 to approve Ordinance 2-26 (East - Future Land Use) and Ordinance 7-26 (East – Rezoning) as proposed. In a separate action, the Town Council voted 4 to 1 to have ordinances prepared for Items B (Ordinance 3-26) and D (Ordinance 8-26) to consider the applicant's requests for the west side property to be designated residential for first reading at a future meeting.

At the hearing, the Town Council asked for more information on the traffic differences between the west property remaining industrial or being changed to residential. Additionally, the Town Council requested information on the differences in Workforce housing should the west side remain industrial or be changed to residential.

Traffic Impacts

Staff analyzed a hybrid approach leaving the west side as general industrial and the east side as residential. The table below has been updated from the traffic analysis in Section 2 below (see page 11) to include the approach. The hybrid approach takes into account the acreage and land use assumptions noted in the table to produce a estimate for the maximum intensity under each future land use designation. The last row in the table below illustrates a more typical development intensity for industrial use occurring in the Town, with a maximization of residential density on the eastern property based on the proposed future land use designation. It should be noted that the applicant's current site plan proposal on the east side only contains 56 units, with the west being 43 units.

Traffic

Type	Square Feet/ Dwelling Units	Ave. Daily Trips	AM Peak Hour	PM Peak Hour
Maximum intensity per existing Future Land Use (General Industrial Use)	1,249,518 sf	5,476	832	731
2022 JAS Update to keep LOS on ITR/IW intersection (R&D Use)	558,000 sf	5,660	521	494
Applicants proposal for residential on east and west (Residential Use)	163 units	1,610	113	151
Hybrid Approach East (Residential Use) West (General industrial Use) **Total**	 68 units 506,385 sf	 680 2,219 **2,899**	 48 337 **385**	 64 296 **360**
Hybrid Approach (with typ. dev. intensity) East (Residential Use) West (Industrial Use based on typical yield of 0.25 FAR for the net land available)[1] **Total**	 68 units 184,343 sf[2]	 680 808 **1,488**	 48 123 **460**	 64 108 **172**

Workforce Housing Impacts

The applicant has submitted a concurrent site plan request with the intent to construct 99 residential homes. Should the Town Council approve all of the applicant's requests and 99 homes are constructed, 12 would be workforce housing units. As noted in the traffic update above, if the west side remained as industrial use, it could produce up to approximately 506,385 square feet. Prior to construction, a linkage fee payment of $992,770 would be required to be paid into the Town's Workforce Housing fund. Additionally, the proposed site plan currently

[1] The traffic representations in the table represent a maximum scenario provided in the applicant's traffic analysis, using the maximum lot coverage allowed in the future land use designation, which is significantly greater than the typical development intensity yielded. In order to give a more likely development scenario, staff often refers to the original Jupiter Area Study which aggregated data of development built in the town to establish a typical intensity by use category, which is half the amount.
[2] This square footage was produced by removing acreage from the western parcel that is dedicated to drainage (northern portion) and multiplying the remaining acreage by 0.25 FAR which was established by the original Jupiter Area Study. This number provides a far more realistic scenario of general industrial development on the west side instead of the maximum established by the future land use designation.

indicates 56 units on the east side (with up to 68 allowable by the future land use), which would require 7 workforce housing units (or up to 8 units, should the applicant amend their site plan to increase the number of units). In this scenario, they could amend their site plan request to provide the 7 (or 8) workforce housing units on the east side or seek off-site alternatives which would require additional units to meet the Town's Workforce Housing Program requirements.

Planning and Zoning Commission/ Local Planning Agency Recommendation

At their December 9, 2025 meeting, the Planning and Zoning Commission (PZC) voted as follows:

- Recommended **approval** of the requested EAST SIDE Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Low Density Residential on 34.3± acres including removing the property from the overlay, by a 5-1 vote with Comm. Rogol dissenting;
- Recommended **denial** of the requested WEST SIDE Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Medium Density Residential on 23.4± acres with the recommendation for the Town Council to consider removing the property from the overlay and expanding the uses allowed on the property, by a 5-1 vote with Comm. Thompson dissenting;
- Recommended **approval** of the requested EAST SIDE Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to **R1, Residential, Single-Family District** on 34.3± acres, including a trip cap and to allow for workforce housing, by a 6-0 vote; and,
- Recommended **denial** of the requested WEST SIDE 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, by a 5-1 vote with Comm. Thompson dissenting.

Consistent with the Commission recommendation, staff has prepared Ordinances 2-26 (FLUM for Low Density Residential) and 7-26 (Rezoning R-1 Single Family Residential) on the east side of Island Way. The Commission also recommended that the Town Council consider a trip cap associated with the FLUM amendment to ensure the development of the property aligns with the applicant's representations. Given that the Commission recommended denial of changes to the west side, staff has not included those ordinances for Town Council consideration.

The Commission recommended the Town Council consider removal of the overlay and expanding the uses allowed for the west side. The discussion included uses like industrial uses, banks, daycares, restaurants, hotels, and service-based uses to reduce the need for residents on Island Way to use Indiantown Road (See Attachment K - the Draft Minutes. Final minutes posted here after January 13th, 2026). The removal of the overlay will eliminate the encouragement of bioscience uses, but it alone does not expand the uses allowed on the property.

If the Town Council supports expanding the uses on the west side as recommended by the Commission, an amendment to the future land use, zoning district, and/or development agreement would be needed. Staff can bring back options to address the policy direction provided by the Town Council. If the Town Council support the applicant's requests for residential use, staff will bring forward Ordinances accordingly.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed changes to the Future Land Use Map and Zoning Map are not consistent with the goals, objectives, and policies of the Town of Jupiter's Comprehensive Plan and the Town's Zoning Code.

While the proposed applications do support some policies to address mobility challenges by reducing the potential traffic impacts created by the future development of the property, they are not consistent with the adopted policies to further economic development and the potential creation of high paying jobs, as well as creating some incompatibilities, as further detailed herein. Therefore, these requests require for the Town Council to weigh conflicting policies, as they deliberate on these legislative decisions.

Background

Table 1. Surrounding land use designations and zoning districts for 57.7 acres

Location	Existing Land Uses	Future Land Use Designations/Zoning Districts
North	Town-owned Conservation and Municipal Maintenance Facility	Conservation / Conservation Preservation and General Industrial/Public Institutional
South	Indiantown Road and I-95 on ramps	Not Designated / Not Zoned
East	Retention Ponds (PBC) C-18 Canal	PBC - Medium Res. 5 u/a / Res. High (10.2 u/a) Conservation / Not Zoned
West	I-95 on ramps and Industrial parcels (vacant)	Not Designated / Not Zoned and General Industrial with the Bioscience Research Protection Overlay / I-4 Industrial, High Technology and Employment Center district

For a comprehensive view of the above designations surrounding the subject property, refer to the Existing Future Land Use Map, Existing Zoning Map, proposed Future Land Use, and proposed Zoning designations are shown on Attachment C.

Photo 1. Location of Subject Property

Current request. The property has an approved Development Agreement which the Owner is requesting to abandon (see Attachment D). The Development Agreement is a contract between the Owner and the Town Council, so the Town Council will need to take a separate action on that request. The history related to the Development Agreement has been provided as Attachment I. That item is planned to be scheduled for consideration on the same meeting as the second reading of the subject applications.

Bioscience Research Protection Overlay and Interlocal Agreement

In 2006, the Town signed onto an interlocal agreement with Palm Beach County, Palm Beach Gardens, Riviera Beach, Mangonia Park, and Lake Park. The interlocal agreement created the Bioscience Land Protection Advisory Board (BLPAB) who would oversee development and any proposed modifications to lands designated with the Bioscience Research Protection Overlay (the "Overlay"). The central idea was to ensure that the north county area maintained available lands for Bioscience uses that could support Scripps and grow the industry locally. In 2024, the BLPAB voted to sunset the Board and terminate the interlocal agreement

Although the interlocal agreement was terminated, the Town elected not to remove policies in the Comprehensive Plan related to the Bioscience Research Protection Overlay (see Attachment J). If the subject property maintains the Overlay, the development of the parcel must be consistent with those policies if the existing Overlay remains. The proposed amendments request removal of the Overlay, which is a policy decision of the Town Council requiring an affirmative vote of four Town Council members to remove per the Comprehensive Plan.

It is important to note that the proposed amendments to remove the property from the Overlay and change the Future Land Use designation is a legislative policy decision of the Town Council.

Analysis

The below analysis is organized into two sections. The first section discusses the broader policy consideration related to the proposed amendments in the context of the adopted Strategic Plan and Bioscience Research Protection Overlay. The second section analyzes the proposed amendments for consistency with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan and land development regulations.

Section 1. Strategic Plan and Bioscience Research Protection Overlay

The proposed amendments require the weighing two specific Town Council Strategic Plan related policies, strong local economy and mobility, as well as the existing Bioscience Research Protection Overlay policies in the Town's Comprehensive Plan. The Strategic Plan outlines strategic objectives updated annually by the Town Council to meet the goals the Town Council has set for the community, and it outlines the initiatives and work plans that support them. The Comprehensive Plan is a Florida mandated regulatory plan for future growth and development, which must establish goals, objectives and policies for orderly and balanced economic, social, physical, environmental, and fiscal development. It must provide for adequate infrastructure (facilities and services) concurrent with development impacts, based on relevant data and analysis.

Strong Local Economy. Based on the adopted Strategic Plan, a strong local economy means, "economic growth promoted to achieve a diversity of businesses" and "Bioscience cluster initiatives prioritized including ancillary and support businesses". The existing Development Agreement, Future Land Use Designation, and Zoning all support this priority. The development of this property consistent with this policy should create economic growth, additional jobs, a more diversified tax base, and support existing bioscience related uses in the area. Development consistent with these policies would also generate a higher amount of traffic at the Indiantown Road and Island Way intersection compared to the proposed residential amendments.

Mobility. Based on the adopted Strategic Plan, mobility means, "Traffic flow improved through… other methods to achieve level of service identified in the Comprehensive Plan" and "traffic mitigation plan implemented for roadways not meeting the Town's level of service standards". As noted above, development of the property with uses that are supported by the existing designations would produce additional traffic at a congested intersection. Should the Town Council support amending the designations on the subject properties as proposed by the applicant, the amount of traffic generated on the property would be significantly reduced, which would further the Town's Strategic Priority for Mobility.

Bioscience Research Protection Overlay. The proposed amendments are not consistent with the existing Comprehensive Plan Policies for the Bioscience Research Protection Overlay (Overlay). The overlay policies generally support development that is consistent with the Strong Local Economy Strategic Priority, and in some cases where development impacts occur off-peak, such uses could support the Mobility Strategic Priority as well. That said, the existing Development Agreement allows for many commercial uses which could produce peak hour trips that would be inconsistent with the Mobility Strategic Priority.

Should the Town Council wish to proceed with abandoning the existing Development Agreement and removing the property from the Overlay based on the policy decisions presented above, Section 2 below analyzes the proposed amendments in the context of the proposed residential future land use designation and zoning districts based on the criteria established in the Town Code.

Section 2. Future Land Use Map and Rezoning Amendments

It should be noted that while both sides of Island Way, east and west, are proposed for amendments, one of the proposed amendments could be supported without the other as they are separate ordinances with different characteristics:

- East 34.3 acre parcels (Section "A" below) - The eastern property fronting Island Way, a four-lane collector roadway on the west side, is proposed for Low Density Residential. The land area also abuts Town-owned conservation lands on its north and northeast sides (approximately 1,150 feet of common property line). Prior development proposals for the subject property have included trail systems that run through the conservation area connecting larger greenway systems. Those links included connecting the subject property to the C-18 canal and the Limestone Creek Natural Area on the east side and linking northward through the Jupiter Community Park to North Jupiter Flatwoods Natural area. While the property abuts Island Way (collector road), it is a large and deep enough parcel to provide adequate buffering to the proposed residential area.
- West 23.4 acre parcels (Section "B" below) – The western property proposed for Medium Density Residential is located between three remnant industrial properties and the I-95 interchange on the west side, and Island Way on its east side. The proposed residential land use would create an incompatibility with the three remnant industrial properties. The I-95 corridor is being studied for an expansion that would add more lanes. Given these conditions, there is a significant potential for sound impacts on the residential uses proposed on the property that would need mitigation and buffering. The western property could maintain its industrial designations. This would help support Strategic Priorities related to maintaining a Strong Local Economy and Comprehensive Plan Policies related to providing employment opportunities. Furthermore, if left as industrial, the property could provide opportunities for industrial businesses being displaced along the Toney Penna corridor to remain in the Town. Should industrial uses be desired on the subject western property, staff could provide further analysis on the options to accomplish that goal.

These options should be weighed related to the above-mentioned strategic priorities and policies in Section 1 above in the context of what is appropriate for each side of Island Way.

A. Future Land Use Map Amendment (East 34.3 acre parcels – Low Density)

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of FLUM amendments. Proposed map amendments are evaluated within the context of each of the four criteria below.

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

   Staff Comment: The proposed removal of the Bioscience Research Protection Overlay (the "overlay") and proposed Low Density Residential future land use map (FLUM) designation are not consistent with the adopted overlay; however, the Town may decide to remove the overlay designation from the property, as requested by the applicant. Should there be a finding that overlay is no longer an appropriate designation for the property, the proposed FLUM amendment is otherwise consistent with the goals, objectives, and policies of the Comprehensive Plan (see Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis).

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

Staff Comment: The subject eastern property is the 34.3 acre portion of one of two largest vacant land areas in the town. It is in close proximity to the I-95 and Turnpike interchanges and abuts parcels with conservation land uses to the north and east, and the parcels to the south and west are proposed for a residential land use as part of a concurrent application. Typically, lands in close proximity to interchanges are developed with more intense uses that are not impacted by their associated nuisances (traffic, noise, etc.). Residential land use is compatible with both conservation and the residential land use both existing and proposed on the surrounding properties. Should the property across Island Way maintain the existing industrial designation, proper buffering on both developments would be needed to address compatibility. The proposed change would also introduce low density residential in close proximity to the Town's existing 20 acre Maintenance Facility, which could create incompatibilities with the industrial type uses occurring at the Town facility.

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

Staff Comment: The proposed future land use designation for the subject property would create an isolated land use; however, it is in proximity to residential uses in the area (Limestone Creek and Rialto neighborhoods) and is of reasonable size and depth to provide adequate buffering. The subject property is adjacent to conservation land which frequently abuts residential land use and the adjacent property across Island Way is proposed to be designated Medium Density Residential. Within the broader area, there is additional residential, recreation, and commercial land uses to serve the proposed residential use.

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

Staff Comment: The proposed land use change for the 34.3 acre parcels has been requested by the applicant to allow for the future development of 56 single-family dwelling units. The applicant has stated in their Statement of Use that, "the existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by…" (see Attachment F). While the Bioscience Interlocal agreement between municipalities in Northern Palm Beach County has been rescinded, the Town chose to maintain the Bioscience Research Protection Overlay Comprehensive Plan policies and Overlay designations on Future Land Use Map. It should be noted that the proposed change is likely to significantly reduce the traffic impacts generated from the property, but also removes the potential for commercial and industrial development that would maintain a greater balance of employment opportunities and tax base within the Town.

Should the Town Council support the requested amendment to the Future Land Use as proposed, based on an expectation of a reduction in traffic, the Town Council should consider the use of a trip cap to limit the development potential of the property to ensure it aligns with the Applicant's representations and goal of lower traffic.

B. Future Land Use Map Amendment (West 23.4 acre parcels – Medium Density)

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of FLUM amendments for the west 23.4 acre parcels. Proposed map amendments are evaluated within the context of each of the four criteria below.

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

   Staff Comment: The proposed removal of the Bioscience Research Protection Overlay (the "Overlay") and proposed Medium Density Residential future land use map (FLUM) designation are not consistent with the adopted overlay; however, the Town may decide to remove the overlay designation from the property, as requested by the applicant. Should there be a finding that Overlay is no longer an appropriate designation for the property, the proposed FLUM amendment to Medium Density Residential is not consistent with some of the goals, objectives, and policies of the Comprehensive Plan due to incompatibilities with the abutting I-95 interchange and three remnant industrial properties on its west side (see Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis).

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

   Staff Comment: The proposed future land use designation is not consistent with established land use pattern. The subject property abuts the I-95 on ramp as well as three remnant parcels that will retain the General Industrial Future Land Use designation with Bioscience Research Protection Overlay. These conditions present conflicts between high nuisance uses (i.e., traffic noise and industrial uses) and the proposed residential uses. In order to address the inconsistencies with the more intense land use to the west, the applicant has stated that they will be providing buffering including, "an extended buffer… provided on the west side to mitigate any potential future developments on the remaining industrial parcels" (see Attachment F). While additional buffering is proposed to provide for compatibility where residential abuts industrial, it may be difficult as the property is narrower and oddly shaped presenting challenges in providing adequate buffers and access to the industrial properties. The proposed Medium Density land use also provides a transitional buffer to the proposed Low Density land use on the east side which is supported by policies in the Comprehensive plan as noted in Attachment E. On the other hand, with the proposed amendments, an increased buffer will be required on the three remnant industrial parcels that may reduce their future development.

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

   Staff Comment: The proposed future land use designation for the subject property will create an isolated land use unrelated to the three remnant industrial parcels abutting on its west side. The applicant has stated that they are in talks with the owners to purchase the remnant parcels; however, staff has not been made aware of any pending transactions at this time and there are no applications to change the land use and zoning on those parcels.

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

   Staff Comment: The proposed land use change has been requested by the applicant to allow for the future development of 43 single-family dwelling units. The applicant has stated in their Statement of Use that, "the existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by…" (see Attachment F). While the Bioscience Interlocal agreement between municipalities in Northern Palm Beach County has been rescinded, the Town chose to maintain the Bioscience Research Protection Overlay and Comprehensive Plan policies. The proposed

change would significantly reduce the traffic potential of the property, but also removes the potential for commercial and industrial development that would maintain a greater balance of tax base within the Town.

Should the Town Council agree to amend the Future Land Use as proposed, based on an expectation of a reduction in traffic, the Town Council should consider the use of a trip cap to limit the development potential of the property to ensure it aligns with the Applicant's representations and goal of lower traffic.

Population impacts. The proposed land use change will have an impact on the surrounding population because the change to Low (east 34.3 acre parcels) and Medium (west 23.4 acre parcels) Density Residential will allow for development with residential as a primary use, as opposed to the commercial and industrial uses, currently allowed by the zoning and Development Agreement. The applicant is requesting to abandon the non-residential uses. The proposed Low Density Residential land use designation allows for a base maximum density of two units per acre and the Medium Density Residential allows a density of two to four units per acre. Based on these base maximums, the density allowed with the proposed amendments is 163 dwelling units (69 + 94 respectively). Applying the census average of 2.5 persons per household, this would result in an approximate population increase of 408 residents, which equates to less than a one percent increase in the Town's population. The applicant has submitted a concurrent site plan application for a 99-unit single family home development for both sides of the property along Island Way. The Comprehensive Plan includes policies for workforce housing that allows for densities to be increased to 15 units per acre, if approved by the Town Council.

Traffic impacts. The traffic impacts for the proposed future land use designation changes were evaluated by comparing the current to the proposed future land use designation. The existing General Industrial land use designation allows a maximum lot coverage of 35 percent and a maximum building height of 50 feet. Using the combined 57.7 total acres, this could allow up to an estimated 1,249,518 square feet of general industrial space assuming a height of one story. In 2022, the Town updated the Jupiter Area Study, which is intended to ensure any future development of the subject property and other vacant properties would continue to meet the Level of Service (LOS) for the intersection of Indiantown Road and Island Way. Based on the Jupiter Area Study traffic update, approximately 558,000 square feet of Research and Development use was estimated to be the maximum development intensity to maintain the adopted LOS for Indiantown Road and the Island Way intersection, assuming South Island Way was completed along with other remaining Indiantown Road improvements. The proposed Low and Medium Density Residential land use designation allows up to a base maximum density of 163 units.

Utilizing the Trip Generation Calculations Summary table contained in the applicant's traffic analysis (Attachment G), the proposed FLUM amendment on the subject property results in an estimated decrease from the existing development potential. The applicant's analysis of maximum development potential per the assigned future land use, the 2022 Jupiter Area Study update (which needs to be recalibrated based on changing conditions), and applicant's proposed traffic impact are shown below.

Table 2. Traffic

Type	Square Feet/ Dwelling Units	Ave. Daily Trips	AM Peak Hour	PM Peak Hour
Maximum intensity per existing Future Land Use (General industrial Use)	1,249,518 sf	5,476	832	731

2022 JAS Update to keep LOS on ITR/IW intersection (R&D Use)	558,000 sf	5,660	521	494
Applicants proposal for residential on east and west (Residential Use)	163 units	1,610	113	151

The Town's Traffic Engineer has reviewed the applicant's traffic analysis and does not have any concerns.

Environmental impacts. The proposed future land use map amendment of Low and Medium Density Residential will have minimal impact on the site. The Town's Natural Resources staff has reviewed the proposed FLUM amendment and does not have any concerns. Should the proposed amendments and concurrent site plan be approved, the site will be cleared for development. As noted in the History section (Attachment I) , the property has already satisfied the required 25 percent set aside per Section 26-68, by conveying 16.6 acres for environmental /conservation purposes to the Town and another 16.6 acres reserved for high technology/biosciences uses as part of the Development Agreement (see Attachment D). The additional 16.6 acres for high technology/biosciences use was ultimately changed to additional conservation land and it maintained as part of the Town's Open Space Program.

Infrastructure Analysis. See Attachment H.

C. Zoning Map Amendment (East 34.3 acre parcels – R1-A Single Family Compact)

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

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

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

   Staff Comment: See the "Future Land Use Map Amendment (East Property – Low Density)" section above for discussion on consistency with the Comprehensive Plan. If the Town Council adopts the requested FLUM amendment for the East Property, the details for other issues of consistency will be addressed during the site plan review process.

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

   Staff Comment: The proposed the R1-A zoning district, entitled "Residential, Compact Single Family District" creates inconsistencies the established land use patterns and the intent of the zoning district. The R1 zoning district is the most appropriate and consistent zoning designation for the subject property based on the established land use pattern.

   The R1-A Residential, Compact Single Family District was adopted to facilitate the zoning of established neighborhoods that were annexed from Palm Beach County in 1993. Those neighborhoods were the Shores, North Fork, Loxahatchee Estates, Shorewood, Cypress Cove, and Jupiter Landings. Since then, two other annexed properties have been assigned R1-A, Symphony and Cinquez Park. The district was originally designed to ensure those properties and structures would not be nonconforming as they were developed under PBC Residential Single Family district regulations and ultimately annexed into the Town. Section

27-1359 of the Zoning Code, entitled “Intent” states the R1-A district is to provide regulations for moderate density single family dwelling units. The proposal is for low density which is not compact or already developed, so there are no potential nonconformities to be addressed.

The Single-Family Compact (R1-A) zoning district allows lots as small as 6,000 square feet (approximately 0.14 of an acre) and reduced side setbacks (7.5 feet) when compared to the standard Single Family Residential R1 zoning district (10,000 square foot lots and 10 foot side setbacks). In addition, the R1-A district in comparison to R1 allows for 40 percent lot coverage (vs. 35 percent), three story homes (vs. 2 stories), reduced side setbacks of 7.5 feet (vs. 10 feet), This allows for larger homes on the same sized lots and could produce three story homes which is uncharacteristic in the town’s single-family neighborhoods.

For additional context, the surrounding communities in the general area consist of lots between approximately 7,500 square feet (in the Limestone Creek neighborhood) and approximately 13,000 square feet (in Rialto). Based on the site plan submitted by the applicant under concurrent review, the smallest lot proposed on the east side of the development is approximately 12,600 square feet, which exceeds the R1 standards. It is designed as low density residential.

From a lot size perspective, the development is more similar to Rialto which is assigned the Residential Rural (RR) zoning district, but received Planned Unit Development waivers to reduce the development standards to allow construction that is most similar to the R1 standards. The RR zoning district requires one acre lot minimums (43,560 square foot), and expanded setbacks (40 foot front, 25 side and rear). With the approved waivers, Rialto contains lots that are a minimum of approximately 13,000 square feet, and allows for a 25 foot front, 10 foot side, and 25 foot rear setbacks. R1 requires 10,000 square foot lots, 25 foot front, 10 foot side, and 15 foot rear seatbacks.

The R1 zoning district is the most appropriate and consistent zoning designation for the subject property based on the established land use pattern. The proposed development plan under concurrent review exceeds the R1 standards as designed. It is appropriate to maintain the density, lot and dimension regulations at the zoning designation level, as a site plan may be amended to the smaller R1-A standards. As noted previously, the property is not developed and was not annexed, both of which were the reason for creating and assigning the R1-A zoning district. Should the applicant desire the reduced development standards, they could submit a Planned Unit Development and request waivers to accomplish those goals, if an adequate public benefit is recognized by the Town Council.

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

Staff Comment: The proposed zoning map amendment will create an isolated zoning designation that is unrelated to the adjacent designations; however, if the future land use is changed to residential, the assignment of a residential zoning district will be necessary and any district will be isolated. The subject property is directly adjacent to parcels with the Conservation Preservation zoning and the portion of the property across Island Way is proposed to be assigned the R-3, Limited Multi-family zoning district, both of which are related and complimentary to the proposed district.

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

Staff Comment: The zoning map amendment will be necessary because of changing conditions, if the Town Council approves changing the Future Land Use as requested. If that occurs, it will be necessary to assign a zoning designation that is consistent with the corresponding proposed future land use designation.

D. Zoning Map Amendment (West 23.4 acre parcels – R-3, Limited Multi-family)

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

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

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

   Staff Comment: See the "Future Land Use Map Amendment (West Property – Medium Density)" section above for discussion on consistency with the Comprehensive Plan. If the Town Council adopts the requested FLUM amendment, the details for other issues of consistency will be addressed during the site plan review process.

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

   Staff Comment: The proposed zoning district is not consistent with the directly abutting properties. The proposed R-3 district is located between the I-95 on ramp and three remnant I-4 properties which present compatibility issues between the existing industrial designations and proposed residential uses. As noted previously, the applicant is proposing buffering on the west along I-95 and the I-4 properties to address the transition from the remaining industrial parcels. The three remnant industrial properties will also require additional buffering which will impact their developability.

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

   Staff Comment: The proposed zoning map amendment will create an isolated zoning designations that is unrelated to the adjacent designations; however, if the future land use is changed to residential, the assignment of a residential zoning district will be necessary and any district will be isolated. It would also have the effect of creating isolated zoning designations on the remnant parcels to the west. The portion of the property directly across Island Way is proposed for a residential zoning designation. Within the broader area, there is additional residential, recreation, and commercial land uses to serve the proposed residential use.

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

   Staff Comment: The zoning map amendment is not necessary because of changing conditions, unless the Town Council approves changing the Future Land Use as requested. If that occurs, it will be necessary to assign a zoning designation that is consistent with the corresponding proposed future land use designation.

The data and analysis supporting the FLUM amendments will be included in the transmittal package sent to the Florida Department of Commerce after the first Town Council meeting in accordance with F.S. 163.3187. The second Town Council meeting for the proposed amendments will not occur until the Town receives the State and related agencies review of the amendments.

Findings

A. Future Land Use Map Amendment (East 34.3 acre parcels – Low Density Residential)

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

1. The subject property is currently assigned the General Industrial future land use designation with the Bioscience Research Protection Overlay and the I-4, Industrial, High Technology and Employment Center zoning district;
2. The subject property is not improved with any buildings and does not have an approved site plan;
3. The proposed future land use designation is not consistent with the adopted Bioscience Research Protection Overlay (the "Overlay"); however, the Town may decide to remove the designation from the property, as requested by the applicant;
4. With the removal of the Overlay from the subject property, the proposed future land use designation will be consistent with the goals, objectives, and policies of the Comprehensive Plan;
5. The proposed future land use designation is consistent with the established land use pattern with proper buffering to the abutting roadways;
6. The proposed future land use designation will not have a significantly greater or lesser environmental impact to the site than the existing designation;
7. The proposed future land use designation will not have significant impacts on public facilities and services;
8. The proposed future land use designation for the subject property will result in a decrease in potential Average Daily Traffic trips, AM peak hour trips, and PM peak hour trips;
9. The proposed zoning district is not consistent with the established land use pattern.
10. The most appropriate zoning district is the R-1 Single Family Zoning District.

B. Future Land Use Map Amendment (West 23.4 acre parcels – Medium Density Residential)

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

1. The subject property is currently assigned the General Industrial future land use designation with the Bioscience Research Protection Overlay and the I-4, Industrial, High Technology and Employment Center zoning district;
2. The subject property is not improved with any buildings and does not have an approved site plan;
3. The proposed future land use designation is not consistent with the adopted Bioscience Research Protection Overlay (the "Overlay"); however, the Town may decide to remove the designation from the property as requested by the applicant;
4. With the removal of the Overlay, the proposed future land use designation is consistent with the goals, objectives, and policies of the Comprehensive Plan;
5. The proposed future land use designation is not consistent with the established land use pattern given the abutting remnant industrial parcels and the I-95 corridor;

6. The proposed future land use designation will not have a significantly greater or lesser environmental impact to the site than the existing designation;
7. The proposed future land use designation will not have significant impacts on public facilities and services;
8. The proposed future land use designation for the subject property will result in a decrease in potential Average Daily Traffic trips, AM peak hour trips, and PM peak hour trips;
9. The proposed zoning designation is not consistent with the established land use pattern given the abutting remnant industrial parcels and the I-95 corridor.

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.

Attachments:

Attachment A – Applicants Disclosure Statement
Attachment B – Owners Disclosure Statement
Attachment C – Future Land Use and Zoning Maps (existing and proposed)
Attachment D – Existing Development Agreement (original and first amendment)
Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis
Attachment F – Statement of Use (East and West Combined)
Attachment G – Traffic Impact Study
Attachment H – Infrastructure Impact Analysis
Attachment I – History
Attachment J – Bioscience Research Protection Policies from Comp Plan
Attachment K – Draft minutes from PZC

Contact Garret Watson at garretw@jupiter.fl.us or 561-741-2549 for attachments.

For office use only – Project #

Disclosure of Ownership Interest – Property
Town of Jupiter
Department of Planning and Zoning
210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2323 ♦ Fax: (561) 744-3116

TO: DIRECTOR OF PLANNING AND ZONING, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
TOWN OF JUPITER

BEFORE ME, the undersigned authority, this day personally appeared Aimee Carlson, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☐ Director - Land Development (Southeast Florida) *[position e.g., president, partner, trustee]* of Pulte Home Company, LLC *[name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the Town of Jupiter.

2. Affiant's address is: 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326.

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Town of Jupiter policy, and will be relied upon by the Town of Jupiter in its review of

application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Aimee Carlson

Aimee Carlson, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this 27TH day of October, 2025, by Aimee Carlson,

☒ who is personally known to me or ☐ who has produced

_____ as identification and who did take an oath.

MERCEDES VARGAS
Notary Public-State of Florida
Commission # HH 257635
My Commission Expires
April 26, 2026

Mercedes Vargas

Notary Public

Mercedes Vargas

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTIONS

4-41-42, N 1/2 LYG NELY OF I-95 R/W (LESS SW 1/4 OF NE 1/4, S 933.38 FT OF N 1023.38 FT OF E 966.38 FT NLY 90 FT OF E 1921.56 FT IN OR20081P1062, ENVIRONMENTAL PARS 1 & 2, & HIGH TECH/BIOSCIENCE PARS 1 & 2 IN OR24443P41 & WASHINGTON ST & ISLAND WAY R/WS)

4-41-42, N 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 (LESS ISLAND WAY R/W)

4-41-42, N 330 FT OF S 3/4 OF SW 1/4 OF NE 1/4 (LESS W 887.29 FT, I-95 & ISLAND WAY R/WS)

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percentage of Interest
Pulte Home Company, LLC is an entity of PulteGroup, Inc. which is a publicly traded company.		

Pulte Home Company, LLC, has a 100% interest pursuant to a purchase contract for the property.

K:\Staff\WP51\Applications\Disclosure of Ownership Interests Form.doc

Prepared by and return to:
Scott Clements
Area General Counsel
Pulte Home Company, LLC
2301 Lucien Way, Suite 155
Maitland, Florida 32751

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned officer authorized to administer oaths, on this day personally appeared **Scott M. Clements**, who upon being duly sworn, deposes and says:

1. He is over the age of eighteen (18) years and has personal knowledge of the facts stated herein.

2. He is Area General Counsel, Vice President, and Assistant Secretary of **Pulte Home Company, LLC**, a Michigan limited liability company (the "**LLC**"), successor by conversion of **Pulte Home Corporation**, a Michigan corporation, which has never been dissolved.

3. The individuals identified below have been duly authorized to execute documents on behalf of the LLC in accordance with the Signing Power Resolutions adopted by the LLC as of January 1, 2017, currently in effect and attached hereto in pertinent part as Exhibit "A" (the "Signing Powers Resolution"), and such documents, properly executed by the individuals identified below, on behalf of the LLC are binding upon the LLC:

Richard McCormick	Area President (Southeast Area)
Brian Yonaley	Area Vice President – Finance (Southeast Area)
Brent Baker	Division President (Southeast Florida)
Christopher Long	Vice President – Finance (Southeast Florida)
Justina Schmidt	Vice President – Finance (Southeast Florida)
Heather Overmyer	Director – Finance (Southeast Florida)
Daniel Bryce Langen	Vice President and Treasurer
Gregory S. Rives	Assistant Secretary and Assistant Treasurer
Patrick Gonzalez	Vice President – Land Development (Southeast Florida)
Garrett Dinsmore	Director – Land Development (Southeast Florida)
Aimee Carlson	Director – Land Development (Southeast Florida)
Andrew Maxey	Vice President – Land Acquisition (Southeast Florida)
Matthew Van Keuren	Vice President – Construction Operations (Southeast Florida)
Adam Garon	Director – Construction Operations (Southeast Florida)
Scott Clements	Vice President and Assistant Secretary
Joey Hartman	Vice President – Sales (Southeast Florida)
Brian Brook	Vice President -- Purchasing (Southeast Florida)
Nate Friesen	Director of Product (Southeast Area)
Joshua S. Graeve	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Craig Russo	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Michael Blake Lapinsky	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Torrey Michael Spilman	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Jennifer Kaye Ghioto	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Jeremy Needelman	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)

4. Additionally and specifically, **Heather Overmyer,** as **Director – Finance**; **Christopher Caslow**, as **Division Controller**; **Anita Hernandez, Stephanie Meyers,** and **Hubert Paul**, in their respective capacities as **Closing/Homebuyer Coordinator**; and **David Achee, Patrick Gonzalez, Jeremy Needelman**, **Samantha Vulin**, and **Brendan Conlan,** in their respective capacities as **General Sales Manager**, have been duly authorized to execute (i) contracts for the sale of residential homes or lots to consumers (not to another business), and (ii) deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown

agreements or other relevant documents, on behalf of the LLC, and such documents, properly executed by such individuals on behalf of the LLC, are binding upon the LLC.

Further, **Daniel Bryce Langen**, as **Vice President** and **Treasurer**, and **Gregory S. Rives**, as **Assistant Secretary** and **Assistant Treasurer**, have been and are duly authorized to execute bonds and any other bond-related documents on behalf of the LLC, and such documents, properly executed on behalf of the LLC are binding upon the LLC.

5. The Signing Powers Resolution, Paragraph C., RESOLUTIONS, I-V, VII, and VIII, identifies certain titles in the Division Specific Signing Power sections, which titles are clarified and shall correspond as set forth below:

   A. Omission of the words "Southeast," "Florida," "Gulf Coast," "Central Florida," "North Florida," "Northeast Florida," "Southeast Florida," "Southwest Florida" or "West Florida" after an officer's name does not constitute improper, incomplete or incorrect execution and does not affect or limit the authority of the otherwise duly authorized officer in any way;
   B. Division VP/Director of Finance shall mean either a Division-level (i.e., Southeast Florida-level) Vice President – Finance or a Director of Finance;
   C. Division VP/Director of Land Development/Acquisition shall mean either a Division-level (i.e., a Southeast Florida-level) Vice President – Land Development or Vice President – Land Acquisition; or either a Director of Land Development or a Director of Land Acquisition;
   D. Division VP/Director of Construction Operations shall also mean either a Division-level (i.e., Southeast Florida-level) Vice President – Construction Operations or a Director of Construction Operations;
   E. Division VP/Director of Procurement or Purchasing shall also mean either a Division-level (i.e., West Florida-level) Vice President – Procurement or Purchasing or Director/Manager – Procurement or Purchasing or Procurement or Purchasing Manager;
   F. Division/Project Controller shall also mean either Division Controller or Project Controller;
   G. Division VP of Sales shall also mean Vice President – Sales.

6. The LLC is not now and has never been a debtor in a bankruptcy proceeding during the existence of the LLC.

7. This Affidavit is given for the purposes of evidencing incumbency and authority of the employees named above and pursuant to the provisions of Section 689.045, Florida Statutes.

Scott M. Clements

Sworn to and subscribed before me by means of ✓ physical presence or ___ online notarization this 6th day of December, 2024, by Scott M. Clements, Area General Counsel, Vice President, and Assistant Secretary of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the LLC, who is personally known to me.

KELLY V. COSTANTINO
Commission # HH 457863
Expires January 23, 2028

Print Name: Kelly V. Costantino
Notary Public, State of Florida
Commission No.: GG929396
Commission Expires: 01/23/2024

EXHIBIT A
SIGNING POWER RESOLUTIONS

CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
PULTE HOME COMPANY, LLC

I, Scott M. Clements, herby certify that I am a duly elected and acting Assistant Secretary of PULTE HOME COMPANY, LLC, a limited liability company authorized and existing under the laws of the State of Michigan; that attached is a true copy of the resolutions adopted by the Board of Directors of the limited liability company to be effective January 1, 2017; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Organization or Operating Agreement of said limited liability company.

IN WITNESS WHEREOF, I have here unto set my hand this 3rd day of January, 2017.

Scott M. Clements, Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

On January 3, 2017, before me, Kelly V. Costantino, a Notary Public in and for said State, personally appeared Scott M. Clements, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kelly V. Costantino, Notary Public
Orange County, Florida
My Commission Expires: 01/23/2020

KELLY V. COSTANTINO
Commission # FF 942099
Expires January 23, 2020

EXHIBIT A

PULTE HOME COMPANY, LLC SIGNING

POWER RESOLUTIONS

A. DEFINITIONS.

As used in these resolutions:

"signing power" means the power and authority to execute and deliver an agreement, instrument or other document.

"General Signing Power" means signing power relating to the ordinary course of business of PULTE HOME COMPANY, LLC (the "Company") generally, without restriction to a particular Division or project, both in the Company's own capacity and in any instances where it is the managing partner or managing member of a joint venture (the "Partnership").

"Division Specific Signing Power" means signing power relating only to the ordinary course of business of a Division over which the officer, manager, or employee in question has management responsibility, both in the Company's own capacity and as managing partner or managing member of the Partnership.

B. PURPOSE.

The purpose of these resolutions is to establish the signing power of certain employees of the Company, both in the Company's own capacity and as managing partner or managing member of the Partnership. Copies of these resolutions may be delivered to title companies and other parties who require evidence of the signing power of an employee. No employee of the Company may subdelegate his or her signing power except as expressly provided in these resolutions by use of the words: "Other title(s) or person(s) designated in writing by . . .".

C. RESOLUTIONS.

RESOLVED, that the following officers, managers, or employees of the Company shall have the General Signing Power or the Division Specific Signing Power , as indicated in the charts below:

EXHIBIT A

Development of Real Property

I. General Development. Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, other than documents contemplated in part VI below:

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition

House Construction Agreements. Contractor agreements, construction agreements, contracts, purchase orders, pricing schedules, scopes of work and all other documents that are relevant or incident to the construction of residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Construction Operations
Executive Vice President	Area Purchasing Director
Senior Vice President	Division President
Vice President	Division VP/Director Finance
	Division VP/Director of Construction Operations
	Division Purchasing Director/Manager

Storm Water Management

II. Notices of intent, notices of termination, storm water pollution prevention plans, reports, certifications or other documentation that is relevant or incident to storm water

EXHIBIT A

management and erosion control in the development of real property and/or construction of homes in which the Company or the Partnership has any interest.

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition
	Division Storm Water Compliance Representative

Sale and Closing of Residential Homes or Lots

III. Contracts for the sale of residential homes or lots to consumers (not to another business).

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President, Branch Manager and Assistant Secretary
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer

EXHIBIT A

	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

IV. Deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents.

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President and Branch Manager
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

Closing of the Purchase and Sale of Real Property

V. Contracts, deeds and all other closing documents for the purchase or sale of real property (other than the sale and closing of residential homes or lots to consumers).

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land

EXHIBIT A

Executive Vice President	Division President
Senior Vice President and General Counsel	Division VP/Director of Finance
Other title(s) or person(s) designated in writing by resolution(s) of the Board of Directors	Division VP of Land Development/Acquisition

Real Property Financing and Land Banking Transactions

VI. Documents related to any of the following real property financings and land banking transactions:

a. Traditional Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents that are relevant or incident to the financing of the purchase and/or development of real property.

b. Special Taxing District Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents under which the Company or the Partnership is a party that are relevant or incident to a Special Taxing District Financing (defined below), other than documents contemplated in Guarantees and Environmental Indemnities.

"Special Taxing District Financing" means a financing through the issuance of bonds by a community development district, community facilities district, municipal utility district, county or municipal improvement district, tax incremental district or other similar special purpose unit of local government.

c. Guarantees and Environmental Indemnities. Guarantees of payment or performance of the obligations of another entity (whether in the form of a payment guaranty, indemnity or other document), maintenance or remargining guarantees and environmental indemnities in connection with development financing.

d. Land Banking Transactions. Assignments of contracts to purchase real property, options to purchase real property, development agreements and other documents evidencing arrangements with an intermediary, such as a land banker, to purchase or develop real property.

General Signing Power	*Division Specific Signing Power*
Chief Financial Officer of the publicly traded ultimate parent	
Treasurer of the publicly traded ultimate parent	

EXHIBIT A

Licenses

VII. Documents necessary to obtain licenses and department of real estate public reports or similar documents in California and other states (such as, without limitation, Arizona and Nevada).

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director of Finance
Vice President	Division VP/Director Sales
	Division VP of Construction Operations
	Area VP/Division VP/Director Land Acquisition/Development

CC&Rs

VIII. Restrictive covenants, conditions, restrictions, easements and other similar rights or restrictions, commonly known as CC&Rs, affecting real property or improvements on real property, and documents relating to CC&Rs, such as the organizational documents for the related homeowners' or property owners' association.

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director Land Acquisition/Development

RESOLVED FURTHER, that all lawful acts specifically described in the immediately preceding resolution, undertaken prior to the adoption of these resolutions, in the Company's own capacity or as managing partner or managing member of the Partnership, are hereby ratified, confirmed and adopted by the Company.

EXHIBIT A

RESOLVED FURTHER, that any Signing Power Resolutions or Powers of Attorney and Grants of Agency previously issued or adopted by the Company are hereby terminated, revoked and superseded in their entirety by these resolutions.

Effective as of January 1, 2017.

* * * * *

For office use only – Project #

Disclosure of Ownership Interest – Property

Town of Jupiter
Department of Planning and Zoning
210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2323 ♦ Fax: (561) 744-3116

TO: DIRECTOR OF PLANNING AND ZONING, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
TOWN OF JUPITER

BEFORE ME, the undersigned authority, this day personally appeared Joshua Simon, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☑ Manager *[position e.g., president, partner, trustee]* of Crossroads 6101, LLC *[name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the Town of Jupiter.

2. Affiant's address is: 601 Heritage Drive, Suite 227 Jupiter, FL 33458.

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Town of Jupiter policy, and will be relied upon by the Town of Jupiter in its review of

application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Joshua Simon, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this 27 day of October, 2025, by Joshua Simon,

☑ who is personally known to me or ☐ who has produced

_____ as identification and who did take an oath.

Laura M Hoock
Notary Public

Notary Public State of Florida
Laura M Hoock
My Commission HH 459639
Expires 10/30/2027

Laura M Hoock
(Print Notary Name)
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10/30/27

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTIONS

4-41-42, N 1/2 LYG NELY OF I-95 R/W (LESS SW 1/4 OF NE 1/4, S 933.38 FT OF N 1023.38 FT OF E 966.38 FT NLY 90 FT OF E 1921.56 FT IN OR20081P1062, ENVIRONMENTAL PARS 1 & 2, & HIGH TECH/BIOSCIENCE PARS 1 & 2 IN OR24443P41 & WASHINGTON ST & ISLAND WAY R/WS)

4-41-42, N 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 (LESS ISLAND WAY R/W)

4-41-42, N 330 FT OF S 3/4 OF SW 1/4 OF NE 1/4 (LESS W 887.29 FT, I-95 & ISLAND WAY R/WS)

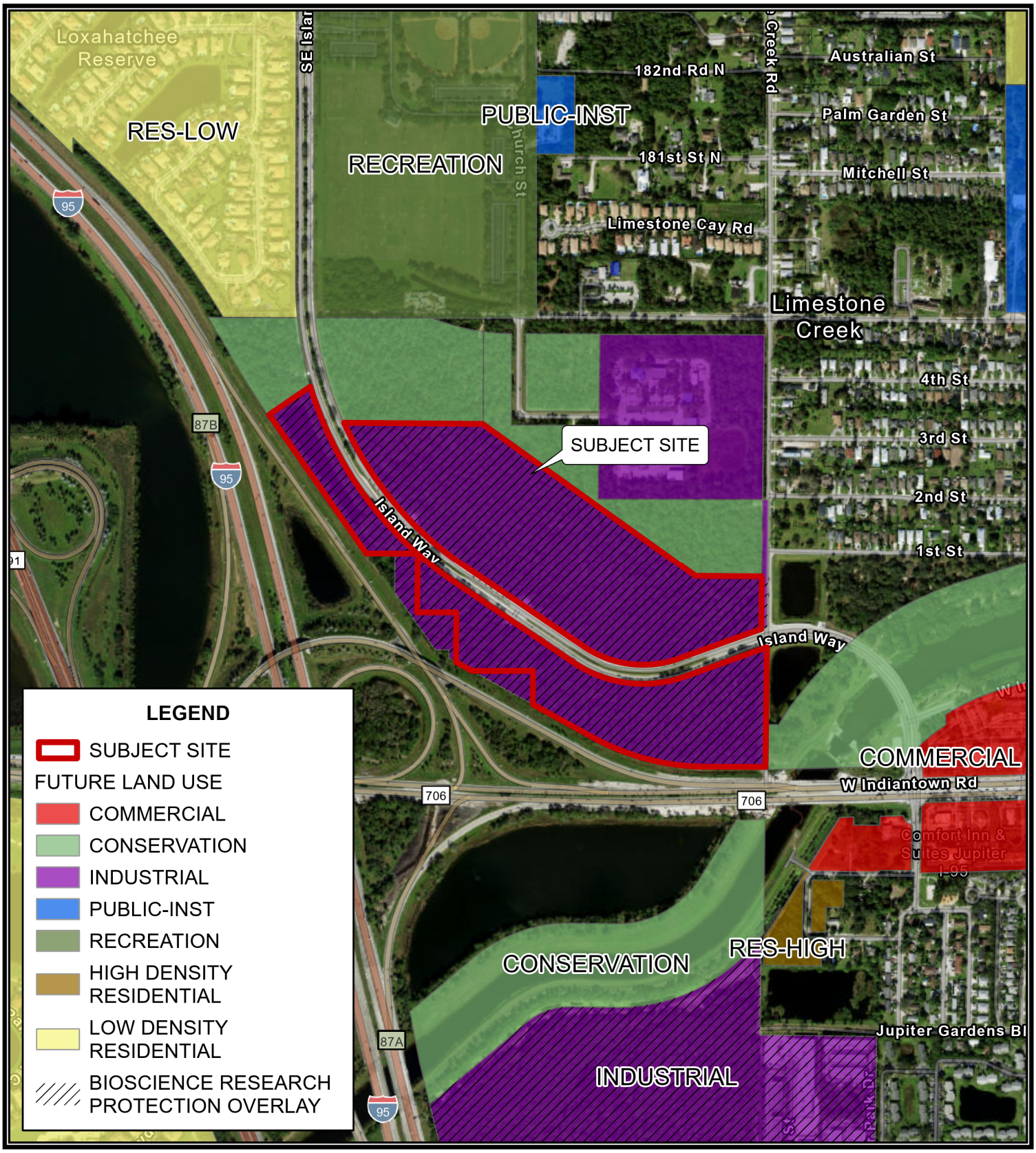
EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percentage of Interest
Josh Simon	1601 Heritage Dr. Ste 227, Jupiter, FL 33458	
Michael Nortman	" "	
Michael Krasny	" "	
David Cohen	" "	
Harold Levy	" "	

K:\Staff\WP51\Applications\Disclosure of Ownership Interests Form.doc



N W E S

1 inch equals 750 feet

0 375 750 Feet

Future Land Use Map

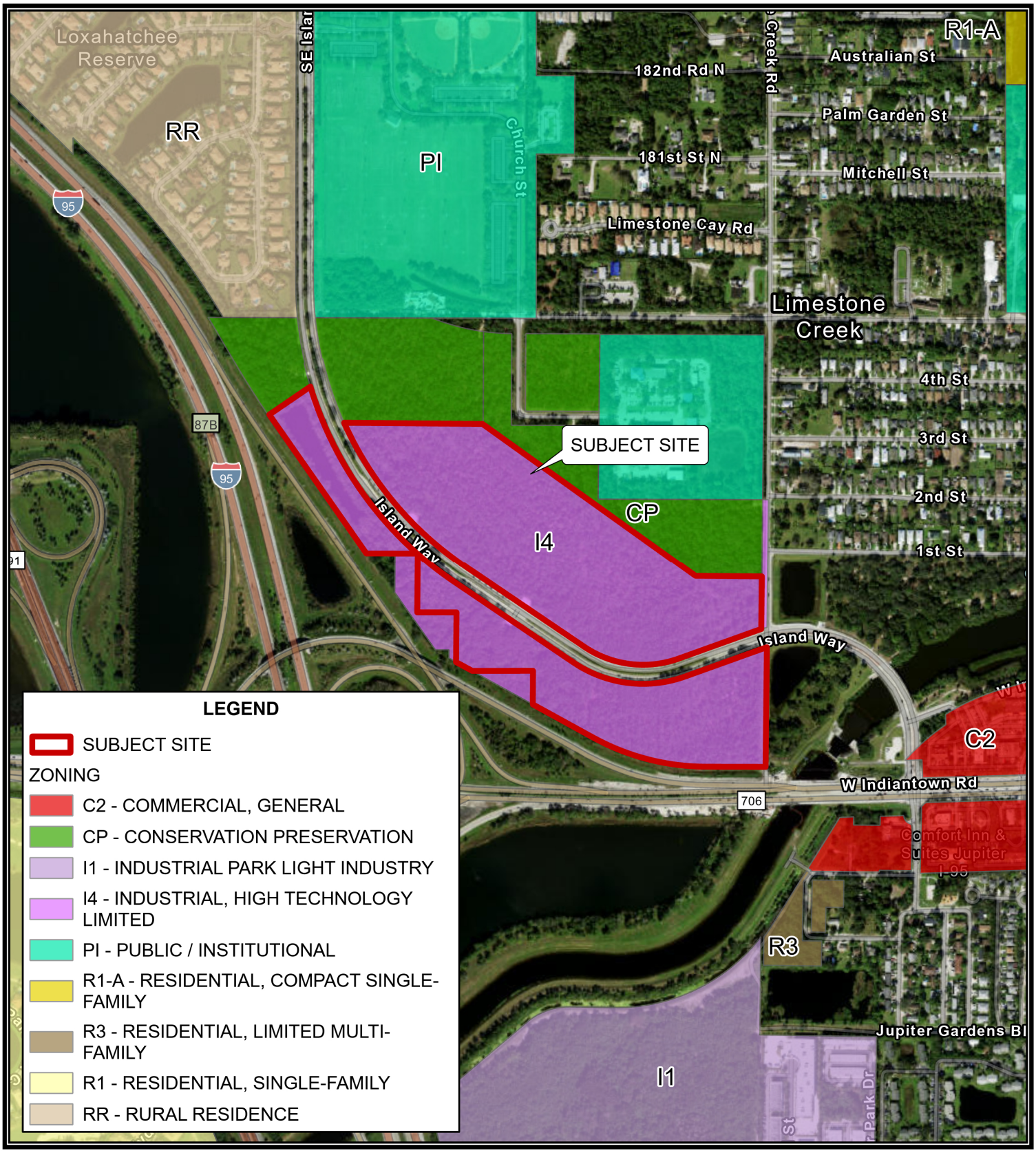
Beacon Park

Jupiter, FL

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics \ArcMap_Projects\Beacon Park_ArcGIS Pro Base [07/03/2025] ESS

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

36



N W E S

1 inch equals 750 feet

0 375 750 Feet

Zoning Map

Beacon Park

Jupiter, FL

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics \ArcMap_Projects\Beacon Park_ArcGIS Pro Base [07/03/2025] ESS

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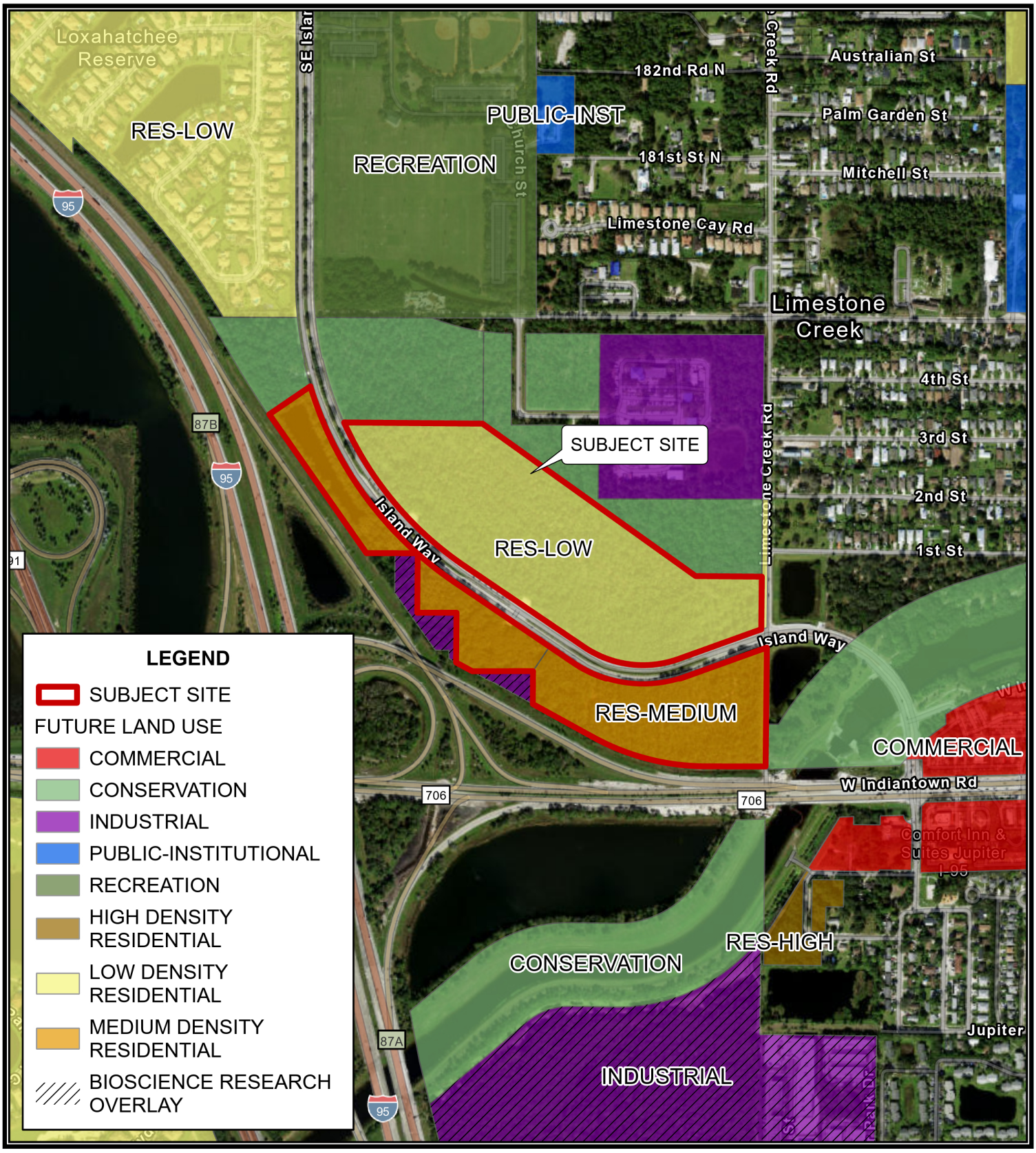
37



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1 inch equals 750 feet

0 375 750 Feet

Proposed Future Land Use

Beacon Park

Jupiter, FL

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/5/2025] ESS

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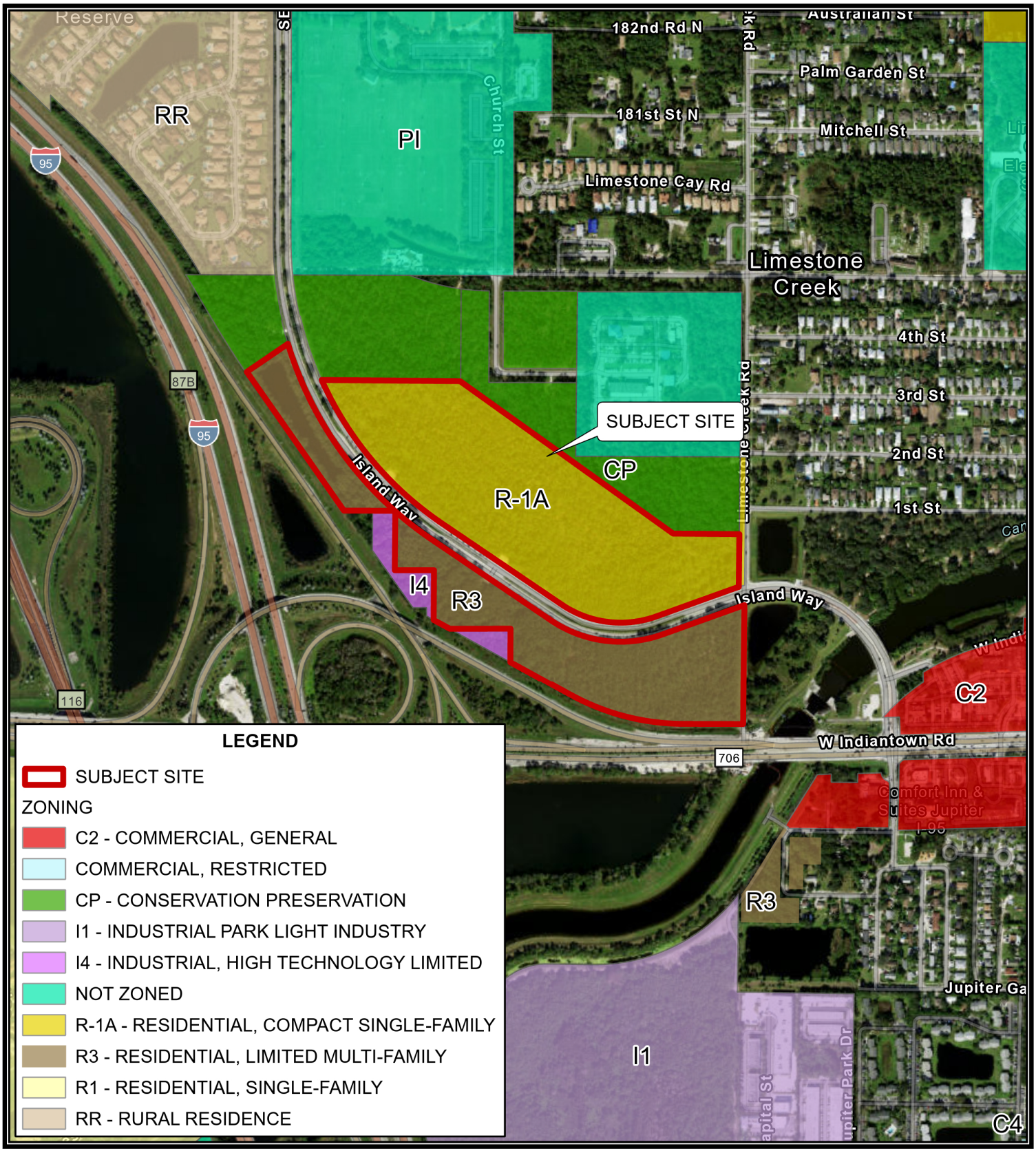
561.747.6336 · 561.747.1377

38



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1 inch equals 750 feet

0 375 750

Feet

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/8/2025] ESS

Proposed Zoning Map

Beacon Park

Jupiter, FL

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

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Jones, Foster, Johnston & Stubbs, P.A.
801 Maplewood Drive, Suite 22-A
Jupiter, FL 33458
Attn: CFS
W/C #85

CFN 20110114702
OR BK 24443 PG 0029
RECORDED 04/05/2011 11:39:47
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0029 - 40; (12pgs)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 16 day of March, 2011, by and between the TOWN OF JUPITER, a Florida municipal corporation (hereinafter "Town"), whose address is 210 Military Trail, Jupiter, Florida 33458 and DDR Jupiter Falls LLC, a Delaware Limited Liability Company ("Owner"), whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122.

RECITALS

WHEREAS, the Town and Owner have participated in mediation and subsequently a hearing pertaining to the Owner's property, the legal description of which is attached hereto as Exhibit "A" (the "Subject Property") pursuant to Section 70.51, Florida Statutes, known as the Florida Land Use and Environmental Dispute Resolution Act (the "Act"); and;

WHEREAS, following the hearing, the Special Magistrate rendered an Order and Recommendation concluding that the Town's assignment of an I-4 zoning district and rejection of the Owner's request to have the Subject Property designated with an I-2 zoning district was an unfair and unreasonable burden on the Owner's use of the Subject Property; and

WHEREAS, the Special Magistrate's Order and Recommendation stated that the Town Council should rezone the Subject Property to I-2; and

WHEREAS, the Town Council has carefully and meticulously reviewed the Order and Recommendation of the Special Magistrate and has rejected the recommendation to rezone the Subject Property to I-2 and has determined that modifications to the Special Magistrate's recommendations are appropriate; and

WHEREAS, pursuant to Section 70.51 (21) (b), Florida Statutes, the Town Council is specifically authorized to modify the recommendation submitted by the Special Magistrate and to implement the recommendation by development agreement; and

WHEREAS, the Town is empowered and authorized to enter into development agreements in accordance with Section 163.3220 – 163.3243, Florida Statutes; and

WHEREAS, the Town has adopted a Comprehensive Plan as required by Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Future Land Use Element of the Town's Comprehensive Plan contains policy 1.3.13 which created a General Industrial Land Use designation; and

WHEREAS, the General Industrial Land Use designation assigned to the Subject Property permits activities and uses which pursuant to Chapter 163, Part II, Florida Statutes, may be implemented by land development regulations or a Development Agreement; and

WHEREAS, the Owner and the Town have agreed to enter into this Development Agreement ("Agreement") pursuant to Section 163.3227, Florida Statutes as the means to modify the Order and Recommendation of the Special Magistrate; and

WHEREAS, in accordance with Section 70. 51 (22), Florida Statutes, this Agreement constitutes the written decision of the Town regarding the uses available to the Subject Property; and

WHEREAS, Owner agrees that the uses and the terms specified in this Agreement as applied to the Subject Property are acceptable and resolves its dispute with the Town.

NOW, THEREFORE, the Town and Owner, for $10.00 and other good and valuable consideration, including the terms and conditions of the Agreement, the receipt and sufficiency of which is acknowledged by each party, hereby agree as follows:

1. **Recitals.** The Whereas clauses set forth above are acknowledged by the Town and Owner to be true and correct and incorporated herein and made part of this Agreement.

2. **Current Zoning.** The Subject Property is presently zoned "Industrial, High Technology Limited (I-4)."

3. **Future Land Use Plan Designation.** The Subject Property currently has a Future Land Use designation pursuant to the Town's Comprehensive Plan of General Industrial.

4. **Land Uses.** Owner wishes to maintain its development rights under the current designation of General Industrial Future Land Use and those zoning uses assigned to the Subject Property pursuant to this Agreement. In addition, in the event that there are amendments to objectives or policies to the Future Land Use designation of General Industrial and/or the I-4 zoning district, which the Owner determines would be advantageous to the Owner in the development of the Subject Property, the Owner shall be entitled to avail itself of any such amendments by written notice to the Town. The specific uses, whether use by right, special exception and/or accessory, which are available to be developed on the Subject Property, including the intensity and extent of the development of those uses are subject to all applicable County

and Town Codes and Ordinances and are as set forth in the attached Exhibit "B" which is incorporated herein.

Provided the Owner, its successors and/or assigns, fulfill their obligations under this Agreement, and all applicable County and Town Codes and Ordinances, the Town shall exercise appropriate governmental authority to allow the development of the Subject Property in accordance with this Agreement and the Future Land Use designation of General Industrial. Neither the Town nor Owner will take any action inconsistent with the intent of this Agreement.

5. **Concurrency.** The Owner shall not undertake development on the Subject Property without meeting the applicable Town and Palm Beach County Concurrency infrastructure requirements, if any, necessary for that development including, but not limited to traffic, water, sewer, roads, drainage, and recreation and the payment of all impact fees required by law in connection therewith.

a. **Drainage.** The Owner shall provide drainage in accordance with the Rules of the Florida Department of Environmental Protection and the South Florida Water Management District and the regulations of the Town's Code.

b. **Water and Sanitary Sewer.** Water and sanitary sewer service are available to the Subject Property. The Owner shall comply with the requirements of the Town's Water Utility and the Loxahatchee River District for the provisions of water and sewer services.

c. **Water and Sanitary Sewer Distribution Lines.** Owner is responsible for construction of water and sanitary sewer distribution lines, collection lines, pump stations, lift stations and fire hydrants within the boundaries of the Subject Property. Such construction shall be undertaken in accordance with the Town and Loxahatchee River District's standards and specifications and shall be inspected and approved by the Town and the Loxahatchee River District.

d. **Solid Waste Collection.** Waste Management, Inc. or other solid waste franchises will provide solid waste collection service to the Subject Property.

e. **Law Enforcement.** The Town provides police service to the Subject Property.

f. **Fire Rescue and Emergency Medical Services.** Palm Beach County or another service provider selected by the Town provides fire rescue and emergency medical services to the Subject Property.

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g. **Traffic.** Pursuant to its Charter, Palm Beach County establishes the Level of Service for State and County roadways and whether the Owner's proposed use of the Subject Property meets the traffic concurrency standards of its Traffic Performance Ordinance. The Town is responsible for Levels of Service and concurrency determinations for local Town roadways.

6. **Dedication of Land for Public Purposes.** The parties have agreed that in accordance with an appraisal performed for the Subject Property by Anderson & Carr, the Owner will convey marketable title to 16.6 acres of the subject property by general warranty deed to the Town at the price of $6 per square foot for environmental or conservation purposes, said property will be deemed to satisfy the Town's environmental set aside or preservation requirements at such time as the Owner or its successors or assigns develops the Subject Property. An aerial depicting the conceptual location of the parcels to be conveyed is attached hereto and incorporated herein as Exhibit "C." The exact location and legal descriptions of the parcels of the Subject Property conveyed pursuant to this paragraph shall be shown on a sketch and survey of the Subject Property which shall be substituted for Exhibit "C" to this Agreement and recorded. The sketch and survey, the costs of which shall be borne by the Owner, shall be prepared and substituted for Exhibit "C" within forty-five (45) days of execution of this Agreement, but in no event later than the date upon which Owner conveys said parcels to the Town.

Owner will also convey marketable title by general warranty deed to an additional 2.5 acres to the Town at the price of $6 per square foot for park purposes. An aerial depicting the conceptual location of the land for park purposes is attached hereto and incorporated herein as Exhibit "C." The exact location and legal description of the land conveyed pursuant to this paragraph shall be shown on a sketch and survey which shall be substituted for Exhibit "C" to this Agreement and recorded pursuant to the terms set forth above.

Owner will also convey marketable title by general warranty deed to an additional 16.6 acres of the Subject Property to the Town at no cost to the Town, said land being conveyed and reserved for the Town's use or subsequent sale to others for high technology/bio science uses. In addition, pending the use of this additional 16.6 acres for high technology/bio science uses, the Town may utilize said 16.6 acres for conservation or passive recreation uses. An aerial depicting the conceptual location of the parcels to be conveyed for high technology/bio science uses is attached hereto and incorporated herein as Exhibit "C." The exact location and legal descriptions of the parcels of the Subject Property conveyed pursuant to this paragraph shall be shown on a sketch and survey of the Subject Property which shall be substituted for Exhibit "C" to this Agreement and recorded pursuant to the terms set forth above. The closing on the parcels depicted in Exhibit "C"

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shall occur in accordance with the Purchase Agreement executed by and between the Town and Owner.

7. **Comprehensive Plan Consistency.** The Town Council has determined that the uses permitted by this Agreement would be consistent with the Future Land Use designation of the Subject Property under the Town's Comprehensive Plan.

8. **Term and Amendments.** This Agreement and any amendments hereto shall have duration of 20 years unless this Agreement is terminated as provided for herein or extended as may be provided for in Section 163.3229, Florida Statutes. Any amendments to the Agreement within the term shall comply with the statutory requirements of Section 163.3220-3243, Florida Statutes. During the term of this Agreement and any amendments thereto, the parties shall use good faith and best efforts to effectuate the terms, purpose and intent of this Agreement.

9. **Exhibits.** All Exhibits to this Agreement are incorporated in and made part of this Agreement.

10. **Permitting Requirements.** Subject to the other provisions of this Agreement, the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

11. **Termination.** This Agreement may be terminated by mutual written consent of the parties pursuant to the notice requirements for initial adoption of a development agreement.

12. **Successors in Interest.** This Agreement and any rights and responsibilities hereunder are binding and inure to the benefit of the Town and the Owner, as well as their respective successors in interest and assigns.

13. **Recording.** Within 14 days after the Town Council has entered into this Agreement, the Agreement shall be recorded with the Clerk of the Court in and for Palm Beach County. A copy of the recorded Agreement shall be submitted to the state land planning agency and the Owner within 14 days after the Agreement is recorded.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and judicial venue for any actions between the parties of this Agreement shall be in Palm Beach County, Florida.

15. **Attorney Fees.** Should either party have to pursue any legal remedies to enforce the terms of this Agreement, the prevailing party shall be entitled to

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recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS]

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WITNESSES:

Kimberly G. Cadle
Signature

Print Name: Kimberly G. Cadle

Signature

Print Name: Christopher A. Erb

STATE OF Ohio

COUNTY OF Cuyahoga

DDR Jupiter Falls, LLC, a Delaware limited liability company

By: Developers Diversified Realty Corporation, an Ohio corporation, its Sole Member

By:
Print Name: Daniel M. Herman
Its: Senior Vice President

The foregoing instrument was acknowledge before me this 16th day of March, 2011, by Daniel M. Herman, the Senior Vice President of DDR JUPITER FALLS. LLC, on behalf of the corporation. He is personally known to me or who has produced as identification.

Notary Public State of Ohio
Notary Print Name: Kimberly G. Cadle
(NOTARY SEAL)

My Commission Expires:

KIMBERLY G. CADLE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Portage County
My commission expires June 4, 2012

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LEGAL DESCRIPTION

PARCEL 35.02 (6.66 ACRES, MORE OR LESS), (6.66 ACRES PER SURVEY)

A parcel of land lying in Section 4, Township 41 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

The North 330.00 feet of the South three quarters (South 3/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 4, LESS the West 887.29 feet thereof and less that portion for Interstate I-95 right of way described in Official Record Book 3898, page 1320, public records of Palm Beach County, Florida.

Together with the North half (North 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 4.

PARCEL 35.01 AND 35.08 (84.18 ACRES, MORE OR LESS), (84.21 ACRES PER SURVEY)

A parcel of land lying in Section 4, Township 41 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

That portion of the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of said Section 4, lying Northerly and Easterly of the rights of way of Indiantown Road and Interstate I-95. LESS AND EXCEPTING THEREFROM the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 4.

ALSO LESS those parcels of land described in Official Record Book 6749, at page 1218, Official Record Book 6585, at page 203 and Official Record Book 6585, at page 219, public records of Palm Beach County, Florida.

LESS AND EXCEPT the following described land, known as PARCEL 35.05:

A parcel of land lying in the Northeast quarter (NE 1/4) of Section 4, Township 41 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

Commencing at the Northeast corner of said Section 4, run North 89°30'50" West along the North line of said Section 4, a distance of 33.00 feet to the POINT OF BEGINNING.

Run thence South 00°36'39" West along a line 33.00 feet westerly of and parallel with the East line of said Section 4 a distance of 90.00 feet; thence North 89°30'50" West along a line 90 feet southerly of and parallel with the North line of said Section 4, a distance of 933.38 feet; thence North 00°36'35" East 3.00 feet; thence North 89°30'50" West 420.74 feet; thence North 00°36'35" East along the East line of that certain 80 foot wide strip of land described in Official Records Book 6749, page 1218, a distance of 54.00 feet; thence North 89°30'50" West along the North line of said 80 foot wide strip of land a distance of 80 feet; thence South 00°36'35" West along the West line of said 80 foot wide strip of land a distance of 54.00 feet to a point on a curve concave to the Northeast having a radius of 1260.00 feet and whose center bears North 00°45'04" East; thence Northwesterly along the arc of said curve through a central angle of 21°09'05" a distance of 465.14 feet; thence South 89°30'50" East along a non-tangent line and along the North line of said Section 4 a distance of 1388.56 feet to the POINT OF BEGINNING.

LESS:
Right-of-way of Island Way conveyed to Palm Beach County in Official Records Book 15807 page 675.

Development Agreement Uses

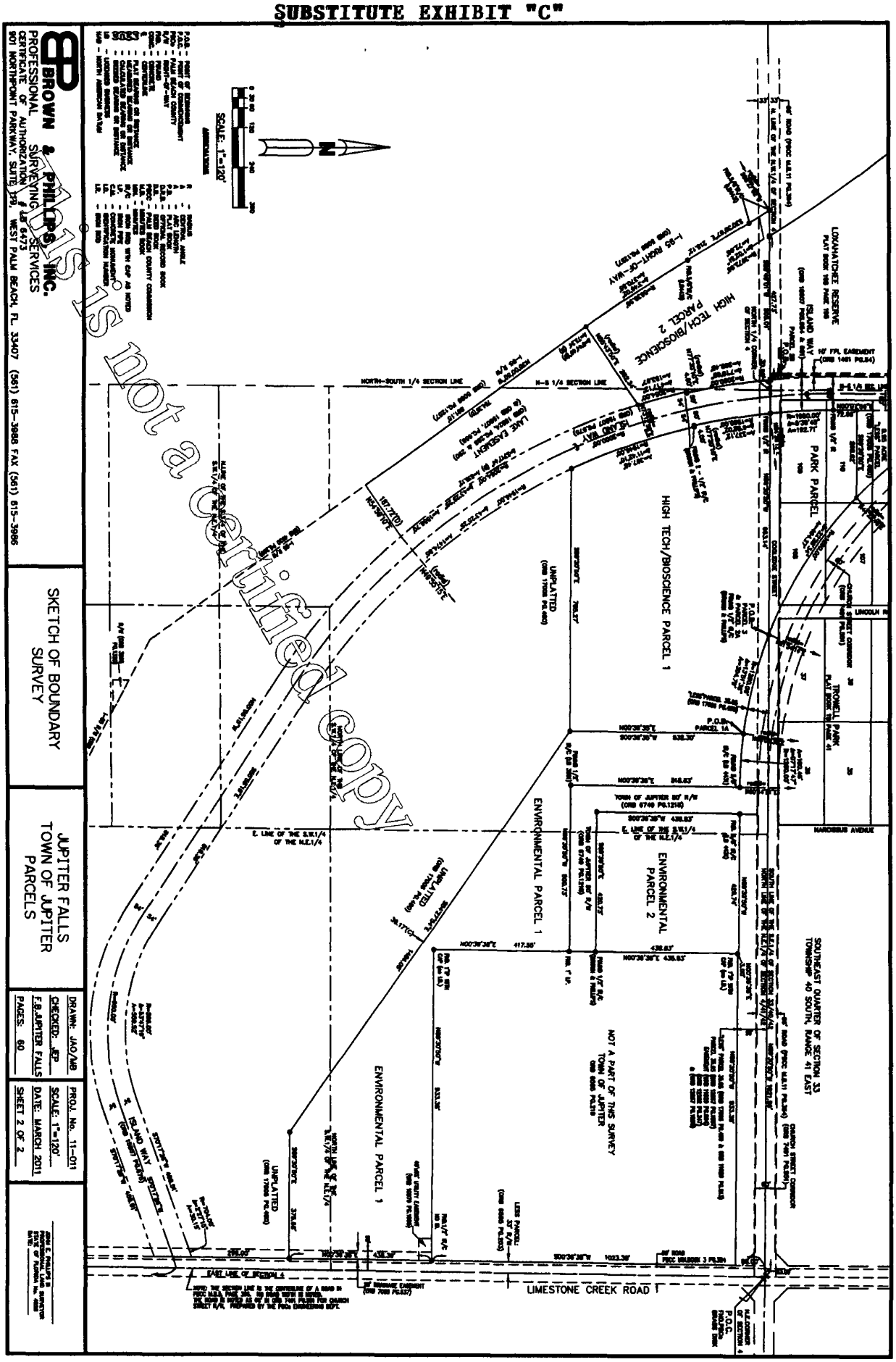
Corporate / Business offices	UBR
Office uses related to scientific, laboratory, or limited industrial research, product development and testing, engineering development and marketing, and such other office uses which are ancillary to high technology uses on-site[1]	UBR
Club	SE
Day care and preschool facilities.	UBR after 100,000 SF developed
Day Care	AC to principal
Hotel/conference center	UBR for one
Gasoline filling station with convenience store	UBR for one after 50,000 SF developed
Helistop	SE
Indoor recreation	SE up to 20,000 SF
Bank and financial institution	UBR up to 10,000 SF
Light industrial manufacturing, processing, repair or fabrication uses except those listed as special exceptions	UBR
Those light industrial uses, involving manufacturing, fabricating, processing converting, altering and assembling, which are directly related to high technology uses occurring on-site[1]	UBR
Limited public uses[1]	UBR
Research office or laboratory, including theoretical and applied research in all of the sciences, product development and engineering[1]	UBR
High tech laboratory research[1]	UBR
Restaurant	SE up to 10,000 SF
Utility services and transmission towers	SE
Warehouses (indoors)	UBR not to exceed 20% of the GFA of any building
Wholesale or retail sale of finished products manufactured on site	UBR
Personal Services	AC
Clinical research hospital[1]	SE
Educational facilites for post-secondary or higher education	UBR
Heliports (see division 18 of article X of this chapter)[1]	SE
Clinical research office / clinic	SE

[1] Existing I-4 uses (no change)

Use Key:
UBR - Use by Right
SE - Special Exception
AC - Accessory
GFA - Gross Floor Area

Exhibit B

SUBSTITUTE EXHIBIT "C"


BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 319, WEST PALM BEACH, FL. 33407 (561) 615-3988 FAX (561) 615-3986
SKETCH OF BOUNDARY SURVEY
JUPITER FALLS TOWN OF JUPITER PARCELS
DRAWN: JAO/MB
CHECKED: JEP
F.B./JUPITER FALLS
PAGES: 60
PROJ. No. 11-011
SCALE: 1"=120'
DATE: MARCH 2011
SHEET 2 OF 2
JOHN E. PHILLIPS JR.
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4988
SCALE: 1"=120'
HIGH TECH/BIOSCIENCE PARCEL 2
HIGH TECH/BIOSCIENCE PARCEL 1
PARK PARCEL
ENVIRONMENTAL PARCEL 1
ENVIRONMENTAL PARCEL 2
ENVIRONMENTAL PARCEL 1
UNPLATTED
NOT A PART OF THIS SURVEY
TOWN OF JUPITER
SOUTHEAST QUARTER OF SECTION 33
TOWNSHIP 40 SOUTH, RANGE 41 EAST
LIMESTONE CREEK ROAD
ISLAND WAY
CHARLOTTE STREET
NARCISSUS AVENUE
LINCOLN PL
TROWBELL PARK
LOXAHATCHEE RESERVE
PLAT BOOK 100 PAGE 190
P.O.B. PARCEL 1A
P.O.C. SOUTHEAST CORNER OF SECTION 4
FAIR LINE OF JURISDICTION
NORTH-SOUTH 1/4 SECTION LINE
E. LINE OF THE S.W.1/4 OF THE N.E.1/4
N. LINE OF THE S.W.1/4 OF THE N.E.1/4
E. LINE OF THE S.W.1/4 OF THE N.E.1/4
N00°39'38"E 417.86'
N00°39'38"E 438.63'
S00°39'38"W 1023.39'
S00°39'38"W 838.39'
N00°39'38"E 846.63'
S00°39'38"W 438.63'
N00°39'38"E 438.63'
N00°39'38"E 438.74'
N00°39'38"E 833.38'
S00°39'38"W 833.38'
S00°39'38"W 438.63'
S00°39'38"W 438.74'
S00°39'38"W 846.63'
S00°39'38"W 838.39'
S00°39'38"W 1023.39'
S00°39'38"W 417.86'
S00°39'38"W 438.63'
S00°39'38"W 438.74'
S00°39'38"W

SUBSTITUTE EXHIBIT "C"
LEGAL DESCRIPTIONS

Environmental Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of the said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 21° 54' 14" East; thence Southeasterly, along said curve to the left, through a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning; thence South 00° 36' 35" West for 532.30 feet; thence South 54° 27' 54" East for 1486.05 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 375.68 feet to a line lying 33.00 feet West of, and parallel with, the East line of the said Northeast quarter of Section 4; thence along said parallel line, North 00° 36' 38" East for 438.39 feet to the South line of a Town of Jupiter parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida; thence along the boundary of said parcel, North 89° 30' 50" West for 933.38 feet; thence continue along said boundary, North 00° 36' 38" East for 417.55 feet to South line of a Town of Jupiter 80' Right-of-Way, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said Right-of-Way, North 89° 30' 50" West for 500.73 feet; thence continue along said Right-of-Way, North 00° 36' 35" East for 518.83 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 00° 44' 51" East; thence Westerly, along said curve to the right, through a central angle of 07° 17' 47" for 160.46 feet to the Point of Beginning.

Environmental Parcel 2

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of said Section 4, North 89° 30' 50" West for 33.00 feet; thence parallel with the East line of said Section 4, South 00° 36' 38" West for 90.00 feet; thence parallel with the North line of said Section 4, North 89° 30' 50" West for 933.38 feet to the Point of Beginning; thence North 00° 36' 38" East for 3.00 feet; thence North 89° 30' 50" West for 420.74 feet to the East line of an 80' Right-of-Way to The Town of Jupiter, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said East line, South 00° 36' 35" West for 438.83 feet; thence continue along said Right-of-Way, South 89° 30' 50" East for 420.73 feet to the West boundary a Town of Jupiter Parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida; thence along said West boundary, North 00° 36' 38" East for 435.83 feet to the Point of Beginning.

High Tech/Bioscience Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of the said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to the Point of Beginning; thence continue along said North line, North 89° 30' 50" West for 663.14 feet to the East Right of Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East, thence Southerly, along said Right of Way and curve to the left, through a central angle of 6° 58' 02" for 237.12 feet; thence radial to said curve, North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 1946.00 feet; thence Southerly, along said

Right of Way and curve to the left, through a central angle of 11° 42' 10" for 397.48 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 785.27 feet; thence North 00° 36' 35" East for 532.30 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 08° 02' 38" East; thence Northwesterly, along said curve to the right, through a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning.

High Tech/Bioscience Parcel 2

A parcel of land in the Northwest quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the North quarter corner of said Section 4; thence along the North line of the said Northwest quarter of Section 4; South 89° 49' 01" West for 30.98 feet to the Point of Beginning; thence continue along said North line, South 89° 49' 01" West for 505.01 feet to the Easterly Right of Way of I-95, recorded in O.R. Book 5088, Page 1257, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the Southwest, having a radius of 3973.96 feet, where a radial line bears South 58° 27' 02" West; thence Southeasterly, along said curve to the right, through a central angle of 1° 02' 51" for 72.65 feet to a point of tangency; thence continue along said Right-of-Way, South 30° 30' 07" East for 218.12 feet to the point of curvature of a curve concave to the Northeast, having a radius of 5635.58 feet; thence Southeasterly, along said Right-of-Way and curve to the left, through a central angle of 3° 46' 02" for 370.55 feet to the Northerly limit of a Lake Easement recorded in O.R. Book 15824, Page 288, Public Records of Palm Beach County, Florida, thence along said Northerly limit, North 55° 43' 50" East for 282.34 feet to the Westerly Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 2054 feet, where a radial line bears North 73° 12' 58" East; thence Northerly, along said Right-of-Way and curve to the right, through a central angle of 4° 17' 12" for 153.67 feet; thence radial to said curve, North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 2050 feet; thence Northerly, along said Right-of-Way and curve to the right, through a central angle of 7° 15' 05" for 259.45 feet to the Point of Beginning.

Park Parcel

A parcel of land in the Southeast quarter of Section 33, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence along the South line of the said Southeast quarter of Section 33, North 89° 30' 50" West for 1921.56 feet to the Point of Beginning; thence continue along said South line, North 89° 30' 50" West for 663.14 feet to the East Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East; thence Northerly, along said Right-of-Way and curve to the right, through a central angle of 5° 39' 45" for 192.71 feet to a point of tangency; thence North 00° 07' 56" East for 72.66 feet to a line lying 265.00 feet North of, and parallel with, the said South line of the Southeast quarter of Section 33; thence along said parallel line, South 89° 30' 50" East for 260.82 feet to a non-tangent curve, concave to the concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 44° 22' 48" East; thence Southeasterly, along said curve to the left, through a central angle of 22° 28' 34" for 494.27 feet to the Point of Beginning.

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OR BK 30405 PG 0633
RECORDED 02/07/2019 11:08:38
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0633 - 644; (12pgs)

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FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT is made and entered into this 6 day of NOVEMBER, 2018 by and between the Town of Jupiter, Florida, a Florida municipal corporation (hereinafter "Town") whose address is 210 Military Trail, Jupiter, Florida 33458 and Crossroads 6101 LLC, a Florida Limited Liability Company (hereinafter "Crossroads") whose address is 601 Heritage Drive, Jupiter, FL 33458.

RECITALS

WHEREAS, the Town and DDR Jupiter Falls, LLC ("DDR") entered into a Development Agreement on March 16, 2011, pertaining to the development of the DDR's property, the legal description of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Crossroads is now the owner of the property formerly owned by DDR, which is now known as "Beacon Park" and is the successor to the Development Agreement previously entered into by DDR; and

WHEREAS, the Development Agreement authorized certain uses that are not permitted in the Town's I-4 Zoning District, but which are permitted in the Future Land Use designation of General Industrial, or which are considered to be complimentary uses to a "Business Park", and as such, the Council has determined that these uses are consistent with the Town's Comprehensive Plan; and

WHEREAS, the parties have agreed to modify the uses authorized by the Development Agreement as set forth herein; and

WHEREAS, the parties have agreed that the property legally described in Exhibit "B" which is attached hereto and incorporated herein and any restrictions which existed thereon when the property was conveyed to the Town after the original Development Agreement was executed should be removed from the Development Agreement; and

WHEREAS, all other terms and conditions of the Development Agreement not modified herein shall remain as set forth in the original Development Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

Section 1. The property legally described in the attached Exhibit "B" which is incorporated herein, shall be removed from the Development Agreement.

Section 2. The uses permitted in the Development Agreement are as set forth in the attached Exhibit "C" which is incorporated herein.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 4th day of February, 2019.

ATTEST:

Sally M. Boylan, Town Clerk

[TOWN SEAL]

TOWN OF JUPITER, FLORIDA

By: Todd R. Wodraska, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Thomas J. Baird, Town Attorney

CROSSROADS 6101, LLC, a Florida Limited Liability Company

By: Josh Simon
Its: Managing Member

WITNESSES:

Signature

Print Name: Kelly Holland

Signature

Print Name: Charlie McEntee

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 35.02

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 330.00 FEET OF THE SOUTH THREE QUARTERS (SOUTH 3/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4, LESS THE WEST 887.29 FEET THEREOF AND LESS THAT PORTION FOR INTERSTATE I-95 RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORD BOOK 3898, PAGE 1320, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS: RIGHT-OF-WAY OF ISLAND WAY CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 15807, PAGE 675.

TOGETHER WITH THE NORTH HALF (NORTH 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4. LESS: RIGHT-OF-WAY OF ISLAND WAY CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 15807, PAGE 675.

PARCEL 35.01 (REMAINDER)

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 4, LYING NORTHERLY AND EASTERLY OF THE RIGHTS OF WAY OF INDIANTOWN ROAD AND INTERSTATE I-95. LESS AND EXCEPTING THEREFROM THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4. ALSO LESS THOSE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6749, AT PAGE 1218, OFFICIAL RECORD BOOK 6585 AT PAGE 203 AND OFFICIAL RECORD BOOK 6585, AT PAGE 219 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, KNOWN AS PARCEL, 35.05:

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, RUN NORTH 89°30'50" WEST ALONG THE NORTH LINE SAID SECTION 4, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, RUN THENCE SOUTH 00°36'39" WEST ALONG A LINE 33.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 90.00 FEET; THENCE NORTH 89°30'50" WEST ALONG A LINE 90 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 933.38 FEET; THENCE NORTH 00°36'35" EAST A DISTANCE OF 3.00 FEET, THENCE NORTH 89°30'50" WEST A DISTANCE OF 420.74 FEET; THENCE NORTH 00°36'35" EAST ALONG THE EAST LINE OF THAT CERTAIN 80 FOOT WIDE STRIP OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6749, PAGE 1218, A DISTANCE OF 54.00 FEET; THENCE NORTH 89°30'50" WEST

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ALONG THE NORTH LINE OF SAID 80 FOOT WIDE STRIP OF LAND A DISTANCE OF 80 FEET; THENCE SOUTH 00°36'35" WEST ALONG THE WEST LINE OF SAID 80 FOOT WIDE STRIP OF LAND A DISTANCE OF 54.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1260.00 FEET AND WHOSE CENTER BEARS NORTH 00°45'04" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGE OF 21°09'05", A DISTANCE OF 465.14 FEET; THENCE SOUTH 89°30'50" EAST ALONG A NON-TANGENT LINE AND ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1888.56 FEET TO THE POINT OF BEGINNING.

LESS:

RIGHT-OF-WAY OF ISLAND WAY CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 15807, PAGE 675.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 24443, PAGE 41.

This is not a certified copy

Environmental Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 21° 54' 14" East; thence Southeasterly, along said curve to the left, through a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning; thence South 00° 36' 35" West for 532.30 feet; thence South 54° 27' 54" East for 1486.05 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 375.68 feet to a line lying 33.00 feet West of, and parallel with, the East line of the said Northeast quarter of Section 4; thence along said parallel line, North 00° 36' 38" East for 438.39 feet to the South line of a Town of Jupiter parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida, thence along the boundary of said parcel, North 89° 30' 50" West for 933.38 feet; thence continue along said boundary, North 00° 36' 38' East for 417.55 feet to South line of a Town of Jupiter 80' Right-of-Way, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said Right-of Way, North 00° 36' 35" East for 518.83 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260 feet, where a radial line bears North 00° 44' 51" East; thence Westerly, along said curve to the right, through a central angle of 07° 17' 47" for 160.46 feet to the Point of Beginning.

Environmental Parcel 2

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of said Section 4, North 89° 30' 50" West for 33.00 feet; thence parallel with the East line of said Section 4, South 00° 36' 38" West for 90.00 feet; thence parallel with the North line of said Section 4, North 89° 30' 50" West for 933.38 feet to the Point of the Beginning; thence North 00° 36' 38" East for 3.00 feet; thence North 89° 30' 50" West for 420.74 feet to the East line of an 80' Right-of-Way to The Town of Jupiter, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said East line, South 00° 36' 35" West for 438.83 feet; thence continue along said Right-of-Way, South 89° 30' 50" East for 420.73 feet to the West boundary a Town of Jupiter Parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida; thence along said West boundary, North 00° 36' 38" East for 435.83 feet to the Point of Beginning.

High Tech/Bioscience Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

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Commence at the Northeast corner of said Section 4; thence along the North line of said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to the Point of the Beginning; thence continue along said North line, North 89° 30' 50" West for 663.14 feet to the East Right of Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East, thence Southerly, along said Right of Way and curve to the left, through a central angle of 6° 58' 02" for 237.12 feet; thence radial to said curve, North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 1946.00 feet; thence Southerly, along said Right of Way and curve to the left, through a central angle of 11° 42' 10" for 397.48 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 785.27 feet; thence North 00° 36' 35" East for 532.30 feet to a non-tangent curve, concave to the Northeast, having a radius of 1260.00 feet, where a radial line bears North 08° 02' 38" East; thence Northwesterly, along said curve to the right, though a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning.

High Tech/Bioscience Parcel 2

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the North corner of said Section 4; thence along the North line of said Northwest quarter of Section 4, South 89° 49' 01" West for 30.98 feet to the Point of Beginning; thence continue along said North line, South 89° 49' 01" West for 505.01 feet to the Easterly Right of Way of I-95, recorded in O.R. Book 5088, Page 1257, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the Southwest, having a radius of 3973.96 feet, where a radial line bears South 58° 27' 02" West; thence Southeasterly, along said curve to the right, through a central angle of 1° 02' 51" for 72.65 feet to a point of tangency; thence continue along said Right-of-Way, South 30° 30' 07" East for 218.12 feet to the point of curvature of a curve concave to the Northeast, having a radius of 5635.58 feet; thence Southeasterly, along said Right-of-Way and curve to the left, though a central angle of 3° 46' 02" for 370.55 feet to the Northerly limit of a Lake Easement recorded in O.R. Book 15824, Page 288, Public Records of Palm Beach County, Florida, thence along said Northerly limit, North 55° 43' 50" East for 282.34 feet to the Westerly Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 2054 feet, where a radial line bears North 73° 12' 58" East; thence Northerly, along said Right-of Way and curve to the right, though a central angle of 4° 17' 12" for 153.67 feet; thence radial to said curve, a North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 2050 feet; thence Northerly, along said Right-of-way and curve to the right, through a central angle of 7° 15' 05" for 259.45 feet to the Point of Beginning.

EXHIBIT A
Not a certified copy

Park Parcel

A parcel of land in the Southeast quarter of Section 33, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence along the South line of the said Southeast quarter of Section 33, North 89° 30' 50" West for 1921.56 feet to the Point of Beginning; thence continue along said South line, North 89° 30' 50" West for 663.14 feet to the East Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East; thence Northerly, along said Right-of-Way and curve to the right, though a central angle of 5° 39' 45" for 192.71 feet to a point of tangency; thence North 00° 07' 56" East for 72.66 feet to a line lying 265.00 feet North of, and parallel with, the said South line of the Southeast quarter of Section 33; thence along said parallel line, South 89° 30' 50" East for 260.82 feet to a non-tangent curve, concave to the concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 44° 22' 48" East; thence Southeasterly, along said curve to the left, though a central angle of 22° 28' 34" for 494.27 feet to the Point of Beginning.

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EXHIBIT "B"

Environmental Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

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Environmental Parcel 2

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Environmental Parcels 1 and 2 totaling 16.6 acres, more or less.

Electronically Recorded Copy

High Tech/Bioscience Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

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High Tech/Bioscience Parcel 2

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High Tech/Bioscience Parcels 1 and 2 totaling 16.6 acres, more or less.

Exhibit A
Certified

Park Parcel

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Park Parcel totaling 2.5 acres, more or less.

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EXHIBIT "C"

Development Agreement Uses

Development Agreement Uses	
Corporate / Business Offices	**UBR**
Office uses related to scientific, laboratory, or limited industrial research, product development and testing, engineering development and marketing, and such other office uses which are ancillary to high technology uses on-site[1]	**UBR**
Day care and preschool facilities	**UBR**
Day Care	**AC** to principal
Hotel/conference center	**UBR** for one with conference center of at least 1,500 SQ. FT; not to exceed 6,000 SQ. FT.
Helistop	**SE**
Indoor recreation	**SE** up to 20,000 SQ. FT.
Bank and financial institution	**UBR** up to 10,000 SQ. FT.
Light industrial manufacturing, processing, repair or fabrication uses except those listed as special exceptions[1]	**UBR**
Medical or Dental Clinics	**SE**
Limited Access Self-Service Storage Facility	**SE**
Light industrial manufacturing, processing, repair or fabrication uses except those listed as a special exception.	**UBR**
Those light industrial uses, involving manufacturing, fabricating, processing converting, altering and assembling, which are directly related to high technology uses occurring on-site[1]	**UBR**
Limited public uses[1]	**UBR**
Research office or laboratory, including theoretical and applied research in all of the sciences, product development and engineering[1]	**UBR**
High tech laboratory research[1]	**UBR**
Restaurant	**SE** up to 10,000 SQ. FT., not to exceed 8,000 SQ. FT. per user; no drive thru
Utility services and transmission towers	**SE**
Warehouses (indoors)	**UBR** not to exceed 20% of the GFA of any building
Wholesale or retail sale of finished products manufactured onsite	**UBR**
Personal Services	**AC**
Clinical research hospital[1]	**SE**

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Educational facilities for post-secondary or higher education	**UBR**
Clinical research office / clinic	**SE**

[1] Existing I-4 uses (no change)

Use Key:

UBR - Use by Right
SE - Special Exception
AC - Accessory
GFA - Gross Floor Area
SQ. FT – Square Feet

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Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis

FUTURE LAND USE ELEMENT

Objective 1.2. The Town shall maintain compatibility of land uses by considering the natural and historic resources, the intensities and densities of land use activities and their relationship to surrounding properties, the proper transition of land uses, appropriate transition when residential and nonresidential uses exist in the same land use designation, or adjacent or abutting, and the coordination of coastal population densities with the Statewide Regional Evacuation Study Program for Palm Beach County in order to minimize their potential exposure to storm related impacts.

Policy 1.2.1 Where there are differences between residential uses, or between residential and nonresidential uses in the same land use designation, or adjacent or abutting land use designations, in terms of the density or intensity of uses, or the type of units, an adequate transition shall be accomplished through provisions such as the use of setbacks, buffers, open space, and height limitations, and changing uses at the rear of property.

Staff Comment (for East): The proposed Low Density Future Land Use Designation abuts conservation property and is large enough to provide adequate buffering to Island Way through the site plan process.

Staff Comment (for West): The proposed Medium Density Future Land Use Designation is located between I-95 and three remnant industrial designated properties, and Island Way which present issues with compatibility and creates additional nuisances for the proposed residential that will require proper separation and buffering. As noted in the report, additional buffering is proposed to provide for compatibility where residential abuts industrial which may be difficult as the property is narrower and oddly shaped presenting challenges in providing adequate buffers and access to the industrial properties. It should be noted that the residential land use would require the remnant industrial properties to install a larger buffer which will impact their future development.

Policy 1.3.1 Low Density Residential – The predominate dwelling type in this future land use designation is detached, single family dwelling units. Within a planned unit development (PUD) larger than 160 acres, duplexes, zero-lot-line, townhome, multi-family and accessory dwelling units may be allowed, and single-family dwelling units may not be required to be the predominate dwelling type. The previously described allowances are subject to Town Council approval. The allowable density range is up to two units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural and/or rural surroundings.
b) In areas that provide convenient access to work and shopping areas.
c) In areas that are spatially separated and buffered by other uses from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services can be provided economically.
e) In areas where adequate police and fire protection can be economically provided.

Staff Comment (for East): The proposed amendment to Low Density Residential is generally consistent with the above policy by abutting conservation land, being located near commercial areas, and is served by existing infrastructure and government services. In addition, the property is large enough to provide adequate buffering to Island Way through the site plan process.

Policy 1.3.2 Medium Density Residential - Housing in this future land use designation consist of a wide range of types, including single-family, multi-family dwellings, including apartments, condominiums, triplexes, quadraplexes, zero lot line homes and duplexes. The density ranges from two to four units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural surroundings and large areas of open space.
b) In areas that have convenient access to work and shopping areas.
c) In areas that serve to spatially separate or buffer low density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services are available.
e) In areas where adequate police and fire protection can be provided economically.

Staff Comment (for West): The proposed amendment to Medium Density Residential is generally consistent with the above policy because it is located near conservation and park lands. The property does have proximity to work and shopping areas to access nearby. Should the proposed future land use be adopted for the east property, it will spatially separate the proposed low density residential to the east from I-95 and industrial parcels to the west. The property is served by existing infrastructure and government services. That said, the property is located between I-95 and three remnant industrial designated properties, and Island Way which present issues with compatibility and creates additional nuisances for the proposed residential that will require proper separation and buffering. As noted in the report, additional buffering is proposed to provide for compatibility where residential abuts industrial which may be difficult as the property is narrower and oddly shaped presenting challenges in providing adequate buffers and access to the industrial properties.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
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JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

Project Narrative

FLUA Rezoning East

General Industrial to Low-Density Residential

I-4 to R-1A

Pulte Beacon Park

October 27th, 2025

INTRODUCTION

We are requesting the approval of a Future Land Use Amendment and Rezoning from I-4, General Industrial to R-1A, Low-Density Residential on behalf of the Applicant, Pulte Home Company. The property is located on Island Way in Jupiter, FL 33458 (PCNs: 30-42-41-04-00-000-1160 and 30-42-41-04-00-000-1050). The subject site contains 34.29 acres. The Applicant intends to construct 57 detached single-family homes on the subject site. The existing I-4, General Industrial designation does not allow residential development. This application is concurrent with applications for future land use amendments, rezonings, and site plans on the subject site under separate covers. In addition, the Applicant has also requested that the termination of the Development Agreement take effect upon final approval of the future land use amendments, rezonings, and site plans.

The requested FLUA and Rezoning from I-4, General Industrial to R-1A, Low-Density Residential significantly increases compatibility with the surrounding CP Conservation Preservation and PI Public/Institutional Districts as it encourages lower-intensity, conservation, and community-oriented land uses. Converting the future land use to Low-Density Residential aligns with the Town of Jupiter's Comprehensive Plan to transition high-intensity development away from residential and environmentally sensitive areas. The request to rezone the subject site from I-4 to R-1A exemplifies the compatible, context-driven zoning practices outlined in the Comprehensive Plan and Code of Ordinances.

LOCATION

The subject site is located adjacent to Island Way within the municipal boundaries of the Town of Jupiter. This application pertains to 34.29 acres on the east side of Island Way. The surrounding area along Island Way consists of Jupiter Community Park and three subdivisions: Loxahatchee Reserve, Loxahatchee Reserve North and Rialto. North and east of the subject site is a CP District. Further to the north and east of the CP District is the Jupiter Community Center, Jupiter Public Works, and two other subdivisions: Limestone Cay and Courtyard Homes at Limestone Creek.

SURROUNDING ZONING AND LAND USES

The zoning districts and future land uses along *Island Way* are below:

- (R-R) Rural Residence, Low-Density Residential
- (R-R) Rural Residence, Medium-Density Residential
- (PI) Public/Institutional, Recreation
- (CP) Conservation Preservation, Conservation

The table below depicts the zoning districts and land uses *directly adjacent* to the site:

	Zoning	**FLU**
North	Conservation Preservation (CP)	Conservation
East*	Unincorporated	Unincorporated
West*	Not Zoned (NZ)	Not Designated
South*	Not Zoned (NZ)	Not Designation

- **East*:** The Unincorporated space is zoned RH-Multi-Family (High Density Residential) under the jurisdiction of Palm Beach County
- **West*:** The Not Zoned space is Island Way
- **South*:** The Not Zoned space is Island Way

LEVELS OF SERVICE ANALYSIS

The applicant seeks a reduction in the maximum development potential of the property. Amending the designation from I-4, General Industrial to R-1A, Low-Density Residential results in a significant reduction in the maximum allowed intensity and reduces the demand for public infrastructure and municipal services. General Industrial development generates higher volumes of traffic, greater water and wastewater usage, increased waste generation, and higher demands on stormwater infrastructure and public safety services. The proposed Low-Density Residential use will substantially reduce these demands and improve infrastructure efficiency in the Town of Jupiter.

FUTURE LAND USE AMENDMENT

The applicant is requesting a Future Land Use Amendment and Rezoning to change the designation of the subject property from I-4, General Industrial to R-1A, Low-Density Residential on the East side of Island Way. This amendment brings the property's designation into alignment with surrounding Residential, Recreation, Conservation, and Commercial uses to support greater integration and interaction with the surrounding community and amenities. Consistency with the Future Land Use Element is outlined as such:

- **Goal 1: Ensure that the future land use pattern maintains the existing low intensity, residential character, recognizes and protects the environmental quality of the Town, and allows the Town to become a full service community serving Northern Palm Beach County**.

Response: The proposed FLU and rezoning maintains the existing low intensity, residential character of the surrounding low and medium density residential areas and protects the environmental quality of the surrounding conservation and recreational uses. In addition, it provides a pathway to create a residential community that will contribute to the workforce housing shortages and provide convenient access to major corridors furthering education, work, and shopping access.

- **Policy 1.2.4 Existing land uses which are not compatible with adjacent land uses, the character, natural resources or the future land use plan shall be eliminated upon redevelopment, and until that time may not be expanded.**

  Response: The existing I-4, General Industrial designation is not compatible with the surrounding low intensity uses, the residential character, or the protected natural resources. The proposed R-1A, low-density residential designation will eliminate the incompatible use and district upon redevelopment.

- **Policy 1.3.20 The intensity of urban use in environmentally sensitive areas shall be reduced in order to protect the function and value of the natural resources.**

  Response: The existing I-4, General Industrial is adjacent to a CP district. The proposed R-1A, Low-Density Residential amendment directly reduces the intensity of urban use and protects the function and value of the surrounding natural resources.

In addition, the FLUA and rezoning is consistent with the location criteria for Low-Density Residential Future Land Use. The subject property meets the location criteria as follows:

Policy 1.3.1 Low Density Residential

a) ***In areas that afford attractive natural and/or rural surroundings.***

   Response: The area includes natural features, open space, parks and recreation, and rural residences, contributing to and compatible with the residential setting. The adjacent use to the north is a conservation district providing a large area of open space and natural surroundings.

b) ***In areas that provide convenient access to work and shopping areas.***

   Response: The site is conveniently located near shopping areas and major corridors, providing access to both employment and services. The site is located at the intersection of West Indiantown Road and Interstate 95 providing convenient access to work and shopping areas.

c) ***In areas that are spatially separated and buffered by other uses from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the***

following: noise, glare, dust or fumes.

Response: The future land use and zoning designations are proposed in an area that is spatially separated and buffered by the proposed R-3, medium-density residential district from major streets, Commercial, and Industrial uses. The proposed use seeks to modify the Future Land Use from Industrial to Low-Density Residential further improving the buffer.

d) In areas where water supply and sewerage facilities services can be provided economically.

Response: Potable water and wastewater services are available and sufficient to support development under this designation.

e) In areas where adequate police and fire protection can be economically provided.

Response: The site is within an area that is already served by both police and fire protection services.

TOWN OF JUPITER CODE OF ORDINANCES

The Future Land Use and Zoning Amendments are consistent with the Jupiter Code of Ordinances *Section 27-178. Criteria for future land use and zoning map amendments.* As stated above, the amendments reflect the compatible, context-sensitive land use and zoning practices outlined in the Code of Ordinances. The criteria is listed below followed by the applicant's response:

1) The proposed map amendment shall be consistent with the goals, objectives and policies of the town comprehensive plan.

Response: As noted above, the proposed future land use and zoning map amendments are consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

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

Response: The established land use patterns of the surrounding property are residential, recreation, and conservation. The proposed amendments are significantly more compatible with the low-intensity land use patterns than the existing industrial designation.

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

Response: The subject site is an island of industrial use within the surrounding residential/recreation/conservation context. The proposed designation does not introduce an isolated land use, it instead resolves the existing isolated land use by furthering the compatibility standards outlined within the Code of Ordinances and Comprehensive Plan.

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

Response: The future land use and zoning amendments are necessary because of changing conditions. The existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by, as the Bioscience and Research Protection Overlay does not exist as of 2025. In addition, the Town has adopted policies that favor consistency and compatibility of surrounding contexts that do not align with the existing isolated land use and zoning.

CONCLUSION

The proposed future land use and zoning map amendment is a corrective zoning action that converts a long-standing vacant site into a compatible residential district. The proposed R1A, low-density residential district harmonizes the surrounding residential, recreation, and conservation uses and contributes to the overall character of the surrounding community. The proposed designation furthers the Town's residential land use and development standards by promoting context-sensitive infill development, reducing levels of service impacts, and enhancing the visual quality of the subject site. In addition, the applicant has provided an application to sunset the outdated Development Agreement upon approval of the future land use, zoning, and site plan amendments under separate cover.

One behalf of the applicant, Pulte Home Company, we respectfully request approval of the proposed Zoning Map Amendment and Future Land Use Amendment. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

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Project Narrative

Future Land Use and Zoning Map Amendment

I-4, General Industrial to R-3, Medium Density Residential (West)

Pulte Beacon Park

October 28th, 2025

INTRODUCTION

The Applicant, Pulte Home Company, requests a Future Land Use Amendment from General Industrial (I-4) to Medium Density Residential and a concurrent rezoning from I-4, Industrial, High Technology & Employment Center to R-3, Compact Single-Family and Limited Multifamily Residential. The project site is a total of 23.42 acres of vacant land located along Island Way in Jupiter, FL 33458 (PCNs: 30-42-41-04-00-000-1160; 30-42-41-04-00-000-1050; and 30-42-41-04-00-000-1150) within the larger 57.71 acre community. The amendment will allow up to 44 single-family homes, with 11 of those units being zero-lot-line Workforce Housing units consistent with the Town's Workforce Housing Program. The change from industrial to residential use replaces an outdated designation with a compatible, lower-intensity land use consistent with the surrounding conservation, recreation, and residential properties. In addition, the Applicant has also requested that the termination of the Development Agreement take effect upon final approval of the future land use amendments, rezonings, and site plans under separate cover.

The requested amendment from I-4, General Industrial to R-3, Medium-Density Residential increases compatibility with the surrounding Conservation Preservation (CP) and Public/Institutional (PI) Districts. It allows for lower-intensity residential single-family neighborhood development that is compatible with the existing development pattern surrounding the site. The rezonings are aligned with the Town of Jupiter's Comprehensive Plan's goal to transition high-intensity development away from residential and environmentally sensitive areas. The request to amend the subject site's designation from I-4, General Industrial to R-3, Medium-Density Residential exemplifies the compatible, context-driven zoning practices outlined in the Comprehensive Plan and Code of Ordinances.

LOCATION

The subject site is located adjacent to Island Way within the municipal boundaries of the Town of Jupiter. This application pertains to 23.42 acres on the west side of Island Way. The surrounding area along Island Way consists of Jupiter Community Park and three subdivisions: Loxahatchee Reserve, Loxahatchee Reserve North and Rialto. North and east of the subject site are conservation lands owned by the Town. Further to the north and east of these conservation lands are the Jupiter Community Park, Jupiter Public Works, and two other subdivisions: Limestone Cay and Courtyard Homes at Limestone

Creek.

There are two remnant parcels that the applicant does not own which will maintain the I-4, General Industrial designation. The remnant parcels are 1.01 acres and 1.65 acres. The applicant has provided access to these parcels in the site plan as required. Development with an I-4 use is extremely unlikely given the size of these parcels. The applicant continues to engage in discussions with the property owners to acquire these remnant legacy parcels. Nonetheless, the R-3, medium-density residential (west) district will serve as an adequate transitional buffer to the R-1A, low-density residential (east) district.

SURROUNDING ZONING DISTRICTS AND LAND USES

The zoning districts and future land uses along Island Way are below:

- Rural Residence (RR), Low-Density Residential (LDR)
- Rural Residence (RR), Medium-Density Residential (MDR)
- Public/Institutional (PI), Recreation (REC)
- Conservation Preservation (CP), Conservation (C)
- Industrial, High Technology and Employment Center (I-4), General Industrial

The table below depicts the zoning districts and land uses directly adjacent to the site:

	Zoning	FLU
North	Not Zoned (NZ)	Not Designated
East*	Unincorporated	Unincorporated
West	Conservation Preservation (CP)	Conservation
South*	Not Zoned (NZ) & Industrial, High Technology and Employment Center (I-4)	Not Designated & Industrial General

- **North*:** The Not Zoned space is Island Way
- **East*:** The Unincorporated space is zoned RH-Multi-Family (High Density Residential) under the jurisdiction of Palm Beach County
- **South*:** The Not Zoned space is Interstate 95

LEVELS OF SERVICE ANALYSIS

The rezoning map amendment will reduce traffic, utility demand, and service burdens compared to the potential development scenarios under the I-4 zoning district. Under the site's current land use of General Industrial an estimated 1,200,000 square feet of light industrial use could be developed. The intensity of this development would generate significantly higher volumes of traffic, water and wastewater usage, solid waste, and much higher stormwater impact, in addition to the increased demands placed on public safety services. The shift to residential use will reduce the traffic by an estimated 700 AM peak

hour and 550 PM peak hour vehicle trips. The proposed project will substantially reduce service demands and improve infrastructure efficiency in the Town.

COMPREHENSIVE PLAN REQUIREMENTS

FUTURE LAND USE ELEMENT

- **Goal 1: Ensure that the future land use pattern maintains the existing low intensity, residential character, recognizes and protects the environmental quality of the Town, and allows the Town to become a full-service community serving Northern Palm Beach County**.

  Response: The proposed R-3, medium-density residential amendment maintains the existing low intensity residential character of the surrounding low and medium density residential areas and protects the environmental quality of the surrounding conservation and recreational uses. The proposed residential community following the FLUA and Rezoning will provide market rate housing, workforce housing, and access to major corridors for work, school, and shopping furthering the full-service community goal.

- **Policy 1.2.4 Existing land uses which are not compatible with adjacent land uses, the character, natural resources or the future land use plan shall be eliminated upon redevelopment, and until that time may not be expanded.**

  Response: The existing I-4, General Industrial designation is not compatible with the surrounding low intensity uses, the residential character, or the protected natural resources. The proposed R-3, medium-density residential (west) designation will eliminate the incompatible use upon redevelopment.

- **Policy 1.3.20 The intensity of urban use in environmentally sensitive areas shall be reduced in order to protect the function and value of the natural resources.**

  Response: The existing I-4, General Industrial Designation is adjacent to a CP district. The proposed R-3, medium-density residential (west) map amendments directly reduces the intensity of urban use and protect the function and value of the surrounding natural resources.

- **Policy 1.3.2 Medium-Density Residential Location Criteria**

  a) **In areas that afford attractive natural surroundings and large areas of open space.**

     Response: The area includes natural features, open space, and parks and recreation, contributing to and compatible with the residential setting.

  b) **In areas that have convenient access to work and shopping areas.**

     Response: The site is conveniently located near shopping areas and major

corridors, including the intersections of I-95, Ronald Reagan Turnpike, and Indiantown Road, providing access to employment and shopping via walkability or limited vehicle miles along Indiantown Road.

c) **In areas that serve to spatially separate or buffer low density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.**

Response: The future land use amendment is proposed in an area that spatially separates and buffers low-density residential and environmentally sensitive areas from major streets, commercial, and industrial uses. The proposed zoning amendment will further these criteria by removing industrial land uses adjacent to low-density residential land uses and environmentally sensitive areas. Furthermore, an extended buffer will be provided on the west side to mitigate any potential future developments on the remaining industrial properties.

d) **In areas where water supply and sewerage facilities services are available.**

Response: Potable water and wastewater services are available and sufficient to support the proposed residential development consistent with the land use designation as it is less intense than the existing land use designation.

e) **In areas where adequate police and fire protection can be provided economically.**

Response: The site is within an area that is already served by both police and fire protection services with capacity to handle the proposed residential development consistent with the land use designation, which is less intense than the existing land use.

HOUSING ELEMENT

- **Policy 1.2.9(c): Workforce units are encouraged to be integrated within the development and shall be designed in a way that promotes a mixture of dwelling unit types and income level.**

  Response: Workforce units will be permanent for For-Sale, compatible in design, and integrated within the community; they are allowable in the residential land-use categories applicable to this project.

- **Policy 1.2.10: The Town's mandatory Workforce Housing Program requires new residential developments and redevelopment of existing developments, that will have a minimum of ten permitted residential dwelling units, to provide a minimum of 6% of the total units for low, moderate low, moderate high and**

middle income households for developments that require no land use change. Developments comprised solely of Workforce Housing units shall not be required to provide any additional Workforce Housing units. For those developments that the Town changes the land use to increase development rights, the percentage of Workforce Housing units required associated with the increased development rights will be 12%.

Response: The zoning and future land use map amendments propose to downzone the site from I-4 to R-3 (west) and R-1A (east). The project will be providing 12% of the total proposed dwelling units (east + west) for workforce housing.

❖ **Policy 1.3.4 Workforce Housing for low, moderate low, moderate high, and middle income households should be made available in redevelopment projects and/or, in proximity to employment opportunities, and necessary public services to the maximum extent consistent with other Town policies.**

Response: The proposed R-3, medium-density residential (west) district is in proximity to employment opportunities and necessary public services. It is located near I-95 and Indiantown Rd. The availability to public services is equivalent to the existing surrounding residences and the proposed R-1A (east) residences.

TOWN OF JUPITER CODE OF ORDINANCES

The Zoning Amendment is consistent with the Jupiter Code of Ordinances *Section 27-178 Criteria for future land use and zoning map amendments* and *Sec. 27-3192 Workforce housing requirements.* As stated above, the zoning map amendments reflect the compatible, context-sensitive zoning practices outlined in the Code of Ordinances. The criteria are listed below followed by the applicant's response:

❖ **Sec. 27-178 Criteria for future use and zoning map amendments**

1) **The proposed map amendment shall be consistent with the goals, objectives and policies of the town comprehensive plan.**

Response: As noted above, the proposed FLUA and zoning amendment is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

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

Response: The established land use patterns of the surrounding property are residential, recreation, and conservation. The proposed FLU and zoning amendment is significantly more compatible with the low-intensity land use patterns than the existing industrial designation.

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

Response: The subject site is an island of industrial use within the surrounding residential/recreation/conservation context. The proposed land use and zoning amendments do not introduce an isolated land use, they instead resolve the existing isolated land use by furthering the compatibility standards outlined within the Code of Ordinances and Comprehensive Plan.

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

Response: The FLUA and zoning amendments are necessary because of changing conditions. The existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by, as the Bioscience and Research Protection Overlay does not exist as of 2025. In addition, the Town has adopted policies that favor consistency and compatibility of surrounding contexts that do not align with the existing isolated land use.

WORKFORCE HOUSING COMMITTMENT

The Town of Jupiter's Workforce Housing Program requires that 12% of the residential units be designated as Workforce Housing units when a land use change increases development rights. The proposed unit count for the project is 11 workforce housing units to be confirmed during site plan review. The required number of Workforce Housing units will be provided under the site plan application consistent with the Town's program.

More importantly, the Applicant is committing that these Workforce Housing units will be delivered as "For Sale" homes rather than rentals, creating an extraordinary public benefit. We have outlined those extraordinary benefits below:

- **Homeownership Opportunity:** Provides working families with access to homeownership in Jupiter, where affordability challenges have made ownership increasingly difficult.

- **Pathway to Equity**: Rental housing does not allow families to build equity. Homeownership allows families to accumulate wealth and stability, creating intergenerational benefits and strengthening the local economy.

- **Community Integration:** Workforce units will be designed with architectural and community standards that are reflective of market-rate homes and compatible with the community at large.

- **Policy Advancement:** Aligns with the Town's Housing Element goals to expand not only affordable units but also opportunities for homeownership within new neighborhoods.

By offering For Sale Workforce Housing, the Applicant goes beyond the minimum program requirements, providing significant benefits to Jupiter families and supporting the Town's long-term housing policy framework. Pulte Home Company has experience in building workforce housing units in Palm Beach County and will leverage this experience to deliver workforce housing units in the Town of Jupiter. They currently have 63 workforce housing units approved and are under construction in the local region.

CONCLUSION

Approval of the future land use and zoning map amendments transform an underutilized industrial site into a residential community that delivers attainable housing, reduces traffic, lowers service burdens, and enhances the quality of life for the Town of Jupiter. The proposed R-3, medium-density residential district harmonizes the surrounding residential, recreation, and conservation uses and contributes to the overall character of the surrounding community. In addition, the R-3, medium-density residential district will act as a transition between the adjacent I-4 district and the proposed R-1A, low-density residential district on the east side of the site. The proposed designation furthers the Town's residential land use and development standards by promoting context-sensitive infill development, reducing levels of service impacts, increasing available workforce housing, and enhancing the visual quality of the subject site. In addition, an application to sunset the outdated Development Agreement upon approval of the future land use, rezoning, and site plan amendments has been provided under separate cover.

One behalf of the applicant, Pulte Home Company, we respectfully request approval of the proposed Future Land Use and Zoning Map Amendments. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

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PULTE BEACON PARK
JUPITER, FL

FUTURE LAND USE PLAN AMENDMENT TRAFFIC ANALYSIS

Kimley»Horn

August 11, 2025

FUTURE LAND USE PLAN AMENDMENT
TRAFFIC ANALYSIS

PULTE BEACON PARK
JUPITER, FL

Prepared by:
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Florida Registration Number 64773

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Figure 1: Site Location 2

INTRODUCTION

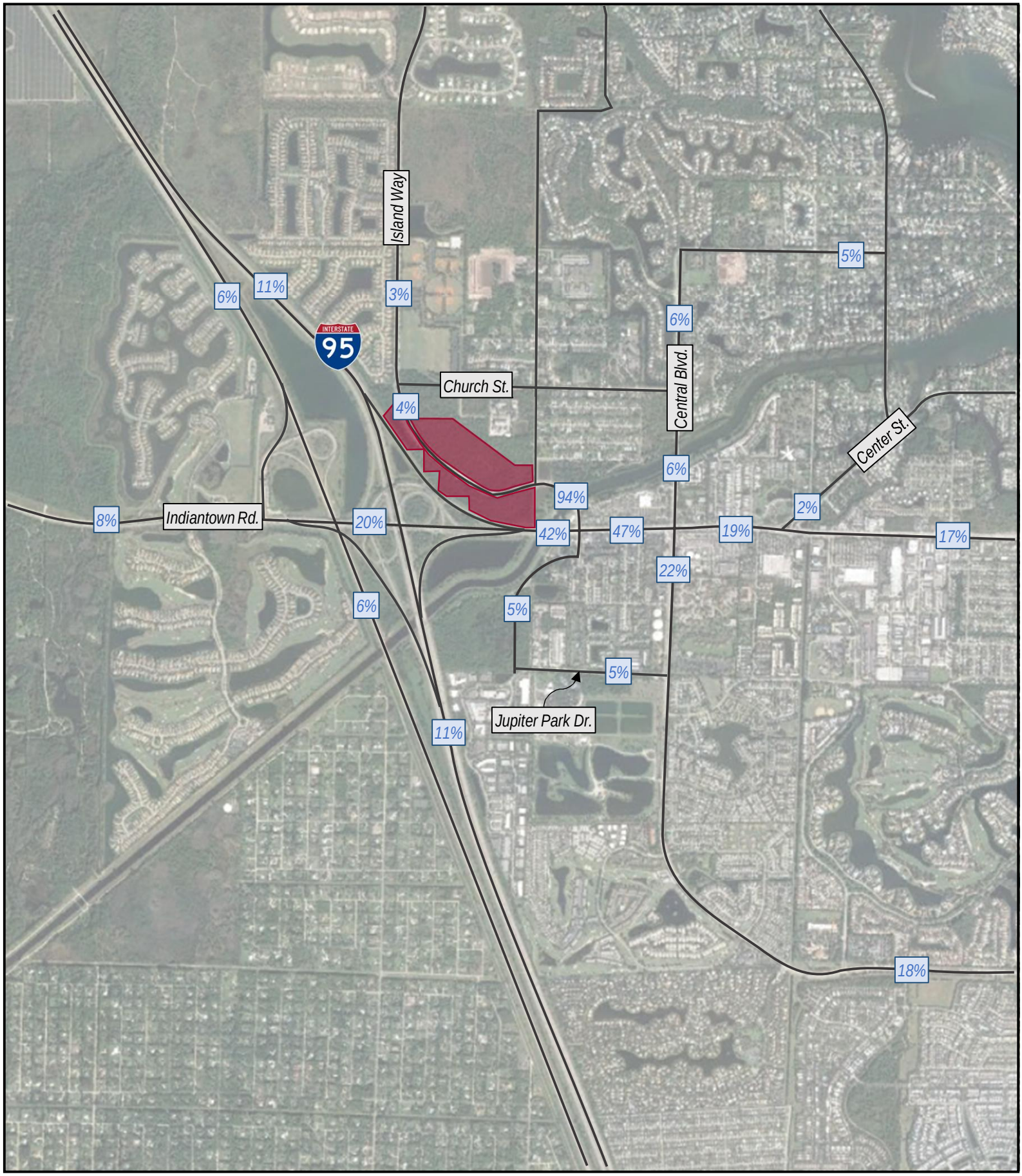
Kimley-Horn and Associates, Inc. has been retained to prepare a Future Land Use (FLU) Amendment traffic analysis for the site located north of Indiantown Road on Island Way North in the Town of Jupiter, Florida. **Figure 1** illustrates the location of the project site. The site currently has an FLU designation of General Industrial which permits up 50% lot coverage. The proposed development has a Jupiter FLU designation of Low Density Residential (LDR) for 34.12 acres and Medium Density Residential (MDR) for 23.25 acres.

The parcel control numbers for this site are:

- 30-42-41-04-00-000-1050
- 30-42-41-04-00-000-1150
- 30-42-41-04-00-000-1160

The traffic impacts from the proposed future land use amendment were analyzed based on the procedures accepted by the Town of Jupiter. Currently, the site has a General Industrial designation, which permits 50% lot coverage. Therefore, the 34.12-acre portion permits 743,133 square feet of light industrial use, and the 23.25-acre portion permits 506,385 square feet of light industrial use, for a total of 1,249,518 square feet. The proposed future designation is Low Density Residential (LDR) for 34.12 acres which results in 68 single family dwelling units, and Medium Density Residential (MDR) for 23.25 acres which results in 93 single family dwelling units.

This analysis was conducted following short-range and long-range analysis procedures used to evaluate comprehensive plan amendments in Jupiter. This report summarizes the findings of the comprehensive plan land use amendment traffic analysis.



NORTH

LEGEND

Site Location

XX% Project Traffic %

FIGURE 1

Pulte Beacon Park

Project Site Location & Traffic Distribution

Kimley»Horn

PROJECT TRAFFIC

The project traffic volumes evaluated in this analysis are defined as the vehicle trips expected to be generated by the project, and the distribution and assignment of that traffic over the study roadway network.

Trip Generation

The trip generation calculations are based on the trip generation rates published by Palm Beach County and the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. Trip generation calculations have been performed for three scenarios:

Existing Site Development

This scenario represents the current trip generation occurring on site. The existing site is currently vacant; therefore, no credit was taken.

Existing Future Land Use Potential Development

This scenario represents the maximum development potential for the site under the existing FLU designation. For the Trip Generation Comparison shown in **Table 1**, General Light Industrial was used for the land use. The maximum intensity of development under the currently adopted future land use designation has the potential to generate 5,476 net new external daily trips, 832 net new external AM peak hour trips (+733 inbound,+99 outbound), and 731 net new external PM peak hour trips (+102 inbound, +629 outbound).

Proposed Future Land Use Potential Development

This scenario represents the maximum development permitted on site under the proposed FLU designations of LDR and MDR, which equates to 161 dwelling units of Single Family use. As indicated in **Table 1,** the maximum density of development under the proposed future land use designation has the potential to generate 1,610 net new external daily trips, 113 net new external AM peak hour trips (+29 inbound, +84 outbound), and 151 net new external PM peak hour trips (+95 inbound, +56 outbound).

Because the proposed amendment for the subject site results in an overall net increase in the trip generation potential of the site on a daily, AM, and PM peak-hour basis in comparison to existing uses on site, it was necessary to determine if any of the roadway links within the project Radius of Development Influence (RDI) are expected to be significantly impacted during the short-range (2030) scenario. Roadway link analyses were conducted for the short-range (2030) scenario using methodologies accepted by the Town of Jupiter.

Table 1: Trip Generation Calculations Summary

Source	Land Use	ITE Code	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Approved Scenario										
PBC	Vacant		0	0	0	0	0	0	0	0
			Subtotal	0	0	0	0	0	0	0
	Net Existing Trips			0	0	0	0	0	0	0
Existing FLU Maximum Intensity										
			East Side							
PBC	General Light Industrial	ITE 110	743.133 ksf	3,619	550	484	66	483	68	415
Internal Capture			% Daily / % AM / % PM							
	General Light Industrial		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	General Light Industrial		10.0% / 10.0% / 10.0%	362	55	48	7	48	7	41
Subtotal				*3,257*	*495*	*436*	*59*	*435*	*61*	*374*
			West Side							
PBC	General Light Industrial	ITE 110	506.385 ksf	2,466	375	330	45	329	46	283
			Subtotal	*2,466*	*375*	*330*	*45*	*329*	*46*	*283*
Internal Capture			% Daily / % AM / % PM							
	General Light Industrial		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	General Light Industrial		10.0% / 10.0% / 10.0%	247	38	33	5	33	5	28
Subtotal				*2,219*	*337*	*297*	*40*	*296*	*41*	*255*
	Net Existing FLU Trips			5,476	832	733	99	731	102	629
Proposed FLU Maximum Intensity										
			East Side							
PBC	Single Family Detached	ITE 210	68 DU	680	48	12	36	64	40	24
Internal Capture			% Daily / % AM / % PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Subtotal				*680*	*48*	*12*	*36*	*64*	*40*	*24*
			West Side							
PBC	Single Family Detached	ITE 210	93 DU	930	65	17	48	87	55	32
			Subtotal	*930*	*65*	*17*	*48*	*87*	*55*	*32*
Internal Capture			% Daily / % AM / % PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Subtotal				*930*	*65*	*17*	*48*	*87*	*55*	*32*
	Net Proposed FLU Trips			1,610	113	29	84	151	95	56
	Proposed FLU Maximum Trips-Existing Development Trips (Short-range)			1,610	113	29	84	151	95	56
	Proposed FLU Maximum Trips-Existing FLU Maximum Trips (Long-range)			-3,866	-719	-704	-15	-580	-7	-573

Land Use	Daily	AM Peak Hour	PM Peak Hour	Pass By
General Light Industrial	4.87 trips/ksf	0.74 trips/ksf (88% in, 12% out)	0.65 trips/ksf (14% in, 86% out)	10.0%
Single Family Detached	10 trips/DU	0.7 trips/DU (26% in, 74% out)	0.94 trips/DU (63% in, 37% out)	0.0%

TRAFFIC DISTRIBUTION AND ASSIGNMENT

Traffic distribution is the pairing of trip ends from the subject site with other land uses in the area. These trips were assigned to surrounding roadways within the project RDI based upon a review of the proposed roadway network to be in place at the time of buildout and its travel time characteristics.

The daily and peak-hour trips for the project were then assigned to the surrounding roadway network proposed to be in place for each respective analysis year. **Figure 1** also illustrates the project traffic assignment to the surrounding roadway network.

LEVEL OF SERVICE ANALYSIS

Consistent with comprehensive plan amendment evaluation requirements, roadway segment analyses were conducted to address the traffic conditions for the existing, short-range planning horizon (2030), and long-range planning horizon (2045) conditions on links within the RDI.

Short-Range (Year 2030)

This analysis was conducted using the LOS E peak hour, peak direction link service volumes published by Palm Beach County.

As stated previously, this analysis utilizes the net increase in peak-hour trip generation potential of the maximum development potential under the proposed FLU designation in comparison to traffic generated by the existing site development.

Long-Range (Year 2045)

This analysis was conducted using the LOS D daily link service volumes published by Palm Beach County. As stated previously, this analysis utilizes the net increase in daily, AM peak hour, and PM peak hour trip generation potential of the maximum development potential under the proposed FLU designation in comparison to the maximum development potential under the existing FLU.

SHORT-RANGE (2030) PLANNING HORIZON

The maximum development under the proposed future land use consists of 161 dwelling units of Single Family use. Therefore, the maximum intensity of development under the currently adopted future land use designation has the potential to generate 5,476 net new external daily trips, 832 net new external AM peak hour trips (+733 inbound,+99 outbound), and 731 net new external PM peak hour trips (+102 inbound, +629 outbound). For the purposes of this analysis, the radius of development influence is two miles. Significance was determined in accordance with the LOS E peak-hour peak directional service volumes provided in the Palm Beach County Traffic Performance Standards Ordinance (TPSO). **Table 2** summarizes the threshold for determining significance as outlined in Article 12 of the Palm Beach County TPSO. As per the TPSO, during the short-range horizon, a link is considered significantly impacted if project traffic accounts for more than 3% of the LOS E general service volume.

Table 2: Short-Range Significance Determination

NET EXTERNAL PEAK HOUR TWO-WAY TRIP GENERATION			RADIUS
1	through	20	Directly Accessed Link(s)
21	through	50	0.5 miles
51	through	100	1 mile
101	through	500	2 miles
501	through	1,000	3 miles
1,001	through	2,000	4 miles
2,001	and	Up	5 miles

Note: Source table 12.B.2.D-7 3A - Radius of Development Influence of Article 12

Significance Analysis

As indicated in **Table 3** and **Table 4**, Island Way North is projected to be significantly impacted by the proposed project under Test 2 standards, therefore further capacity analysis is required.

Table 3: Short-Range (Year 2030) AM Peak Hour Significance Analysis

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS E GENERAL SVC. VOLUME	PROJECT TRIPS							
					PROJECT % ASSIGNMENT	NB/EB IN/OUT?	AM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Toney Penna Drive	Central Boulevard	Military Trail	2L	880	5%	o	4	1	0.45%	No	0.11%	No
Toney Penna Drive	Military Trail	Alternate A1A	2L	880	1%	o	1	0	0.11%	No	0.00%	No
Indiantown Road	Jupiter Farm Road	Florida Turnpike	4LD	1,960	8%	i	2	7	0.10%	No	0.36%	No
Indiantown Road	Florida Turnpike	I-95 West	6LD	2,940	20%	i	6	17	0.20%	No	0.58%	No
Indiantown Road	I-95 West	I-95 East	6LD	2,940	31%	i	9	26	0.31%	No	0.88%	No
Indiantown Road	I-95 East	Island Way	6LD	2,940	42%	i	12	35	0.41%	No	1.19%	No
Indiantown Road	Island Way	Central Boulevard	6LD	2,830	52%	o	44	15	1.55%	No	0.53%	No
Indiantown Road	Central Boulevard	Center Start	6LD	2,830	19%	o	16	6	0.57%	No	0.21%	No
Indiantown Road	Center Start	Military Trail	6LD	2,830	17%	o	14	5	0.49%	No	0.18%	No
Church Street	Island Way	Central Boulevard	2L	880	0%	i	0	0	0.00%	No	0.00%	No
Center Street	Indiantown Road	Alternate A1A	2L	880	2%	o	2	1	0.23%	No	0.11%	No
Florida Turnpike	PGA Boulevard	Indiantown Road	4LX	4,020	6%	i	2	5	0.05%	No	0.12%	No
Florida Turnpike	Indiantown Road	North of Indiantown Road	4LX	4,020	6%	o	5	2	0.12%	No	0.05%	No
I-95	Donald Ross Road	Indiantown Road	10LX	10,580	11%	i	3	9	0.03%	No	0.09%	No
I-95	Indiantown Road	SE Bridge Road	10LX	10,580	11%	o	9	3	0.09%	No	0.03%	No
Island Way	Church Street	Site	4LD	1,960	4%	o	3	1	0.15%	No	0.05%	No
Island Way	Site	Church Street	4LD	1,960	96%	i	28	81	1.43%	No	4.13%	Yes
Central Boulevard	Indian Creek Parkway	Indiantown Road	4LD	1,960	6%	i	2	5	0.10%	No	0.26%	No
Roebuck Road	Indiantown Road	Church Street	2L	860	0%	o	0	0	0.00%	No	0.00%	No
Roebuck Road	Church Street	Loxahatchee River Road	2L	860	0%	o	0	0	0.00%	No	0.00%	No

Table 4: Short-Range (Year 2030) PM Peak Hour Significance Analysis

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS E GENERAL SVC. VOLUME	PROJECT TRIPS							
					PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Toney Penna Drive	Central Boulevard	Military Trail	2L	880	5%	o	3	5	0.34%	No	0.57%	No
Toney Penna Drive	Military Trail	Alternate A1A	2L	880	1%	o	1	1	0.11%	No	0.11%	No
Indiantown Road	Jupiter Farm Road	Florida Turnpike	4LD	1,960	10%	i	10	6	0.51%	No	0.31%	No
Indiantown Road	Florida Turnpike	I-95 West	6LD	2,940	20%	i	19	11	0.65%	No	0.37%	No
Indiantown Road	I-95 West	I-95 East	6LD	2,940	31%	i	29	17	0.99%	No	0.58%	No
Indiantown Road	I-95 East	Island Way	6LD	2,940	42%	i	40	24	1.36%	No	0.82%	No
Indiantown Road	Island Way	Central Boulevard	6LD	2,830	52%	o	29	49	1.02%	No	1.73%	No
Indiantown Road	Central Boulevard	Center Start	6LD	2,830	19%	o	11	18	0.39%	No	0.64%	No
Indiantown Road	Center Start	Military Trail	6LD	2,830	17%	o	10	16	0.35%	No	0.57%	No
Church Street	Island Way	Central Boulevard	2L	880	0%	i	0	0	0.00%	No	0.00%	No
Center Street	Indiantown Road	Alternate A1A	2L	880	2%	o	1	2	0.11%	No	0.23%	No
Florida Turnpike	PGA Boulevard	Indiantown Road	4LX	4,020	6%	i	6	3	0.15%	No	0.07%	No
Florida Turnpike	Indiantown Road	North of Indiantown Road	4LX	4,020	6%	o	3	6	0.07%	No	0.15%	No
I-95	Donald Ross Road	Indiantown Road	10LX	10,580	11%	i	10	6	0.09%	No	0.06%	No
I-95	Indiantown Road	SE Bridge Road	10LX	10,580	11%	o	6	10	0.06%	No	0.09%	No
Island Way	Church Street	Site	4LD	1,960	4%	o	2	4	0.10%	No	0.20%	No
Island Way	Site	Church Street	4LD	1,960	96%	i	91	54	4.64%	Yes	2.76%	No
Central Boulevard	Indian Creek Parkway	Indiantown Road	4LD	1,960	6%	i	6	3	0.31%	No	0.15%	No
Roebuck Road	Indiantown Road	Church Street	2L	860	0%	o	0	0	0.00%	No	0.00%	No
Roebuck Road	Church Street	Loxahatchee River Road	2L	860	0%	o	0	0	0.00%	No	0.00%	No

Capacity Analysis

The significantly impacted links were then analyzed based on their available capacity and the current and proposed demand of the roadway. The Palm Beach County TPS database was used to determine any background traffic that may also contribute to the demand of the roadway during the short-range (Year 2030) capacity analysis.

The future background volumes were then compared to the existing roadway infrastructure capacity to determine if any of the roadways were over capacity in the short-range (Year 2030) without the addition of project traffic. To develop short-range (Year 2030) volumes, project traffic was added to the future background volumes to determine short-range (Year 2030) volumes. **Table 5** and **Table 6** provide a summary for AM peak hour and PM peak hour roadway link capacity analysis. As seen in **Table 5** and **Table 6** the roadway link that is over capacity in the future year is meets the adopted level of service standard.

Table 5: Short-Range (Year 2030) AM Peak Hour Capacity Analysis

Roadway			Committed			Direction	Significantly Impacted?	Count Year	Count Year Traffic Volume	Committed Traffic - Option #1			Committed Traffic - Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2030 Total Traffic	Meets Standard ??	Back-ground Def. ??
	From	To	Lanes	Facility Type	LOS E Service Volume					Committed Traffic (from TPS)	1.0% Traffic Growth	Committed plus 1.0%	Historic Growth Rate (from TPS)	Max Historic Growth or 1%	Max Historic Growth					
Island Way	Church Street	Site	4LD	Class I	1,960	NB/EB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
			4LD	Class I	1,960	SB/WB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
Island Way	Site	Church Street	4LD	Class I	1,960	NB/EB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
			4LD	Class I	1,960	SB/WB	Yes	2024	1,252	60	77	137	1.00%	1.00%	77	137	81	1,470	Yes	-

Table 6: Short-Range (Year 2030) PM Peak Hour Capacity Analysis

Roadway			Committed			Direction	Significantly Impacted?	Count Year	Count Year Traffic Volume	Committed Traffic - Option #1			Committed Traffic - Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2030 Total Traffic	Meets Standard ??	Back-ground Def. ??
	From	To	Lanes	Facility Type	LOS E Service Volume					Committed Traffic (from TPS)	1.0% Traffic Growth	Committed plus 1.0%	Historic Growth Rate (from TPS)	Max Historic Growth or 1%	Max Historic Growth					
Island Way	Church Street	Site	4LD	Class I	1,960	NB/EB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
			4LD	Class I	1,960	SB/WB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
Island Way	Site	Church Street	4LD	Class I	1,960	NB/EB	Yes	2024	838	64	52	116	1.00%	1.00%	52	116	91	1,045	Yes	-
			4LD	Class I	1,960	SB/WB	No	-	-	-	-	-	-	-	-	-	-	-	-	-

LONG-RANGE (2045) PLANNING HORIZON

As noted, the existing land use is General Industrial. The existing land use permits up to 50% floor area coverage (FAR). Therefore, the 57.37-acre site equates to 1,249,518 square feet of Light Industrial use. Because the proposed amendment for the subject site in comparison to the existing future land use designation results in a net decrease of daily and peak hours trips, no significance analysis was required.

CONCLUSION

The foregoing comprehensive plan traffic analysis has been conducted to evaluate the proposed future land use designation change from the existing General Industrial designation to the proposed future land use of Low-Density Residential (LDR) for 34.12 acres and Medium-Density Residential (MDR) for 23.25 acres, which allows a total of 161 residential dwelling units. The project is located north of Indiantown Road on Island Way North in the Town of Jupiter, Florida. Based on the analyses conducted for each of the planning horizons (short-range and long-range), the results indicate that proposed future land use designation will not create any new deficiencies in the study area.

APPENDIX

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Island Way
CURRENT YEAR: 2024
ANALYSIS YEAR: 2030
GROWTH RATE: 0%
STATION: 1620
FROM: MIDPOINT
TO: Church St
COUNT DATE: 1/22/2024
PSF: 1

Report Created 8/11/2025

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1879	648	1252	1588	838	794
Peak Volume	1879	648	1252	1588	838	794
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1879	648	1252	1588	838	794

Committed Developments							Type	% Complete
Rialto North	0	0	0	0	0	0	Res	100%
Lakewood	2	1	1	2	1	1	Res	80%
Rialto South	0	0	0	0	0	0	Res	100%
Limestone Creek	5	4	1	6	2	4	Res	75%
Pennock Preserve	0	0	0	0	0	0	Res	100%
Old Plantation	0	0	0	0	0	0	Res	100%
Briger West	1	1	0	1	1	1	Res	80%
Hawkeye	15	2	13	15	14	2	NR	0%
Els Center of Excellence	4	1	2	2	1	1	NR	75%
Power Systems	0	0	0	0	0	0	NR	100%
Island Way South	2	1	0	2	1	2	Res	0%
Beacon Park							Res	0%
Tree Top Academy	10	5	5	10	5	5	NR	0%
Reserve at Jupiter	6	2	5	8	5	3	Res	20%
Total Committed Developments	45	17	27	46	30	19		
Total Committed Residential	16	9	7	19	10	11		
Total Committed Non-Residential	29	8	20	27	20	8		
Double Count Reduction	4	2	2	5	3	2		
Total Discounted Committed Developments	41	15	25	41	27	17		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	157	55	102	139	79	66		
Growth Volume Used	157	55	102	139	79	66		
Total Volume	2036	703	1354	1727	917	860		

Lanes	4LD					
LOS D Capacity	3220	1960	1960	3220	1960	1960
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1960	1960	3400	1960	1960
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

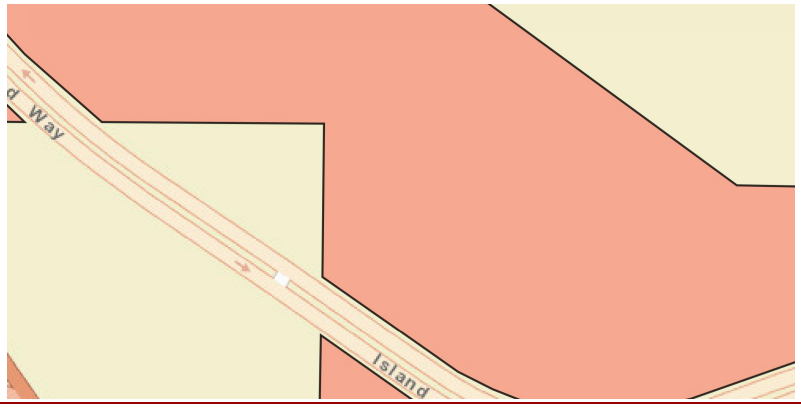
ROAD NAME:	Island Way	STATION:	1620	Report Created
CURRENT YEAR:	2024	FROM:	Indiantown Rd	8/11/2025
ANALYSIS YEAR:	2030	TO:	MIDPOINT	
GROWTH RATE:	0%	COUNT DATE:	1/22/2024	
		PSF:	1	

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1879	648	1252	1588	838	794		
Peak Volume	1879	648	1252	1588	838	794		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1879	648	1252	1588	838	794		
Committed Developments							Type	% Complete
Rialto North	0	0	0	0	0	0	Res	100%
Lakewood	2	1	1	2	1	1	Res	80%
Rialto South	0	0	0	0	0	0	Res	100%
Limestone Creek	20	5	15	26	16	10	Res	75%
Pennock Preserve	0	0	0	0	0	0	Res	100%
Old Plantation	0	0	0	0	0	0	Res	100%
Briger West	1	1	0	1	1	1	Res	80%
Hawkeye	15	2	13	15	14	2	NR	0%
Walmart Store Expansion	0	0	0	2	1	1	NR	78%
Els Center of Excellence	64	41	23	27	11	16	NR	75%
Power Systems	0	0	0	0	0	0	NR	100%
Island Way South	2	1	0	2	1	2	Res	0%
Beacon Park							Res	0%
Tree Top Academy	10	5	5	10	5	5	NR	0%
Reserve at Jupiter	40	30	10	55	20	34	Res	20%
Total Committed Developments	154	86	67	140	70	72		
Total Committed Residential	65	38	26	86	39	48		
Total Committed Non-Residential	89	48	41	54	31	24		
Double Count Reduction	16	10	7	11	6	5		
Total Discounted Committed Developments	138	76	60	129	64	67		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	254	116	137	227	116	116		
Growth Volume Used	254	116	137	227	116	116		
Total Volume	2133	764	1389	1815	954	910		
Lanes	4LD							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Property Detail

Parcel Control Number:	30-42-41-04-00-000-1160	Location Address:			
Owners:	CROSSROADS 6101 LLC	Municipality:	JUPITER		
Mailing Address:	601 HERITAGE DR # 227, , JUPITER FL 33458 2777				
Last Sale:	06/23/2016	Book/Page#:	28402 / 01210	Price:	$11,000,000
Property Use Code:	4000 - VACANT INDUSTRIAL	Zoning:	I4 - INDUSTRIAL, HIGH TECH' LIMITED		
Legal Description:	4-41-42, N 1/2 LYG NELY OF I-95 R/W (LESS SW 1/4 OF NE 1/4, S 933.38 FT OF N 1023.38 FT OF E 966.38 FT NLY 90 FT OF E 1921.56 FT IN OR20081P1062, ENVIRONMENTAL PARS 1 & 2, & HIGH TECH/BIOSCIENCE PARS 1 & 2 IN OR24443P41 & WASHINGTON ST & ISLAND WAY R/WS)	Total SF:	0	Acres	51.49



2024 Values	
Improvement Value	$0
Land Value	$13,488,268
Total Market Value	$13,488,268
Assessed Value	$12,062,755
Exemption Amount	$0
Taxable Value	$12,062,755

All values are as of January 1st each year.

2024 Taxes	
Ad Valorem	$214,238
Non Ad Valorem	$0
Total Tax	$214,238

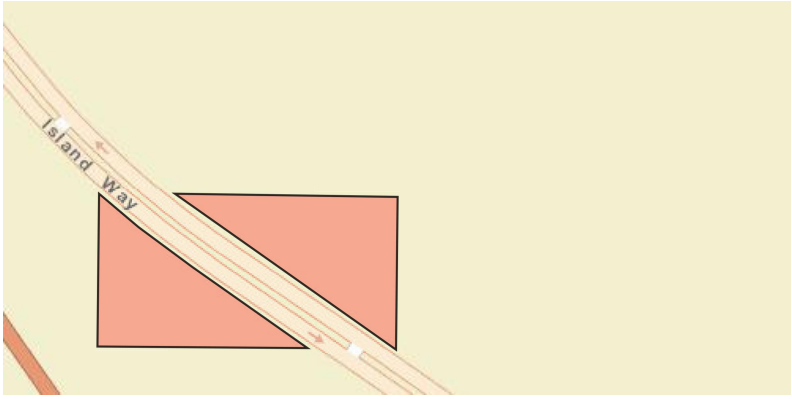
2025 Qualified Exemptions

Applicants

Owner : CROSSROADS 6101 LLC PCN: 30424104000001160 1 of 0

Property Detail

Parcel Control Number:	30-42-41-04-00-000-1050	Location Address:	INDIANTOWN RD		
Owners:	CROSSROADS 6101 LLC	Municipality:	JUPITER		
Mailing Address:	601 HERITAGE DR STE 227, , JUPITER FL 33458 2777				
Last Sale:	06/23/2016	Book/Page#:	28402 / 01210	Price:	$11,000,000
Property Use Code:	4000 - VACANT INDUSTRIAL	Zoning:	NZ - NOT ZONED		
Legal Description:	4-41-42, N 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 (LESS ISLAND WAY R/W)	Total SF:	0	Acres	3.64



2024 Values	
Improvement Value	$0
Land Value	$952,056
Total Market Value	$952,056
Assessed Value	$853,392
Exemption Amount	$0
Taxable Value	$853,392

All values are as of January 1st each year.

2024 Taxes	
Ad Valorem	$15,143
Non Ad Valorem	$0
Total Tax	$15,143

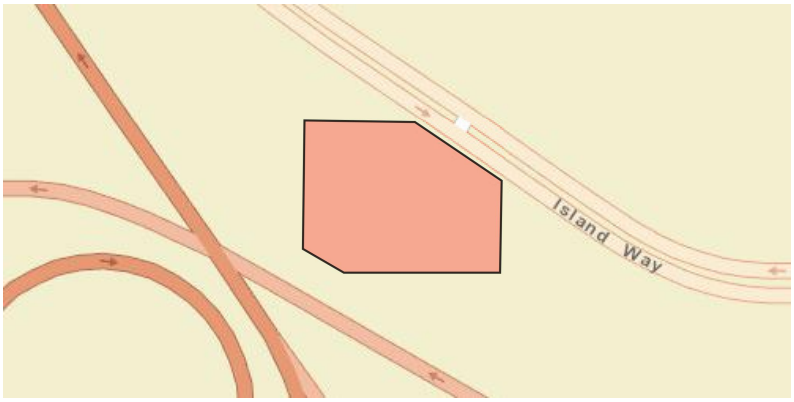
2025 Qualified Exemptions

Applicants

Owner : CROSSROADS 6101 LLC PCN: 30424104000001050 1 of 0

Property Detail

Parcel Control Number:	30-42-41-04-00-000-1150	Location Address:	INDIANTOWN RD		
Owners:	CROSSROADS 6101 LLC	Municipality:	JUPITER		
Mailing Address:	601 HERITAGE DR # 227, , JUPITER FL 33458 2777				
Last Sale:	06/23/2016	Book/Page#:	28402 / 01210	Price:	$11,000,000
Property Use Code:	4000 - VACANT INDUSTRIAL	Zoning:	I4 - INDUSTRIAL, HIGH TECH' LIMITED		
Legal Description:	4-41-42, N 330 FT OF S 3/4 OF SW 1/4 OF NE 1/4 (LESS W 887.29 FT, I-95 & ISLAND WAY R/WS)	Total SF:	0	Acres	2.99



2024 Values

Improvement Value	$0
Land Value	$780,813
Total Market Value	$780,813
Assessed Value	$699,896
Exemption Amount	$0
Taxable Value	$699,896

All values are as of January 1st each year.

2024 Taxes

Ad Valorem	$12,419
Non Ad Valorem	$0
Total Tax	$12,419

2025 Qualified Exemptions

Applicants

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 8/11/2025

Owner : CROSSROADS 6101 LLC PCN: 30424104000001150

1 of 0

1. *Water.* The subject property is currently served by the Town's water utility. The Town's water plant has a permitted capacity of 30.0 million gallons per day (mgd). As of June 30, 2025, the Town has water demand reservations of 18.2 mgd. With an excess capacity of approximately 11.8 mgd, there is sufficient water services capacity available to service the subject property.

2. *Sanitary Sewer.* The subject property is currently within the service area of the Loxahatchee River District (LRD). The LRD's wastewater treatment facility (WWTF) is rated at 11 MGD based on a three-month average daily flow. The maximum three-month average daily flow to the WWTF for the past 12-month period was 7.4 MGD. With an excess capacity of approximately 3.6 MGD, LRD's regional WWTF has sufficient capacity for the subject property.

3. *Stormwater.* Any development improvements on the subject property will be required to satisfy the Town's on-site retention requirements and other related standards of the South Florida Water Management District as stated in Policy 1.3.10 of the Town's Infrastructure Element, and Policy 1.2.1 of the Town's Capital Improvements Element.

4. *Solid waste.* Collection is provided by Waste Management, Inc. which currently has a franchise agreement with the Town for waste disposal services. According to the Solid Waste Authority's *2024 Landfill Depletion Model: Forecast of Waste Generation and Landfill Depletion: 2024 – 2079*: Through September 30, 2023, a total of 25,502,800 cubic yards of landfill capacity have been depleted. Utilizing the total estimated landfill volume and the volume depleted to date, the model estimates a total of 25,464,905 cubic yards of capacity remain, which is expected to provide disposal capacity until 2053.

5. *Police.* Police service will be provided by the Jupiter Police Department. Assigning the subject property with the Low and Medium Density Residential land use designation should not have any significant impact to police services.

6. *Fire Rescue.* Palm Beach County Fire-Rescue is currently responsible for fire-rescue service to the subject property. The property will be served by Fire Station No. 19, which is located on Central Boulevard. it is important to note, Town of Jupiter Fire-Rescue will assume responsibility for fire-rescue service to the subject property beginning October 1, 2026.

7. *General Government.* No significant increase in demand for general government services is anticipated.

8. *Intergovernmental Coordination.* Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendments. As of the date of this report, staff has not received any comments from any adjacent local governments.

9. *Recreation.* The land use amendment from General Industrial to Low and Medium Density Residential will not have any significant impacts on the Town's recreational facilities. As noted in the report, the Development Agreement included a 2.5 acre parcel of land abutting Jupiter Community Park.

10. *School Concurrency.* The proposed Low and Medium Density Residential land use designation is not likely to have significant additional impact to school facilities. The Palm Beach County School District has been provided a copy of the Statement of Use for the FLUM and Zoning Map amendment applications.

History

During 2003 and 2004, the Town Council held a series of meetings to address traffic on Indiantown Road which resulted in a document entitled, the Jupiter Area Study. The Town Council was also working to attract Scripps Florida to the Town and associated spin-off businesses. To facilitate this, the Town Council discussed the creation of zoning regulations which would be complimentary to Scripps and hi-tech business and technology uses. Eventually, the Town Council adopted the I-4 (Industrial, High Technology Limited) zoning district on December 21, 2004. Thereafter, on April 21, 2009, the Town Council rezoned 90.9 acres of the 93.5+/- acre DDR property to I-4 zoning. The subject property was part of the 90.9 acres. The rezoning did not include 2.6+/- acres abutting the Jupiter Community Park that was dedicated to the Town. At the same meeting, the Town Council denied DDR's application to rezone this same 90.9 acres of DDR's property to the Industrial, General (I-2) zoning district. On December 21, 2010, the Town Council renamed the I-4 district to "Industrial, High Technology and Employment Center" and modified the uses permitted therein.

The denial of DDR's rezoning application was the impetus for DDR's property rights claim. Through mediation the Town agreed to enter into a Development Agreement to expand the uses allowed on the property. The additional uses were agreed to by the Council to allow several commercial uses on the property, pursuant to a Development Agreement. It is important to note that the provisions of a Development Agreement must be consistent with the Town's Comprehensive Plan, including the Future Land Use assigned to the property. The rationale the Council accepted to permit commercial uses with the Comprehensive Plan's General Industrial Land Use designation was that the limited number of commercial uses would be complimentary accessory commercial uses of a business park or employment center. After several public meetings, the Council and DDR agreed to a Development Agreement which, included some, but not all of the property owner's proposed "complimentary" commercial uses. On March 15, 2011, the Town Council approved a Development Agreement between the Town of Jupiter and DDR Jupiter Falls LLC (DDR). In June of 2016, the property sold to the current Owner, Crossroads 6101 LLC.

In addition to expanding the permitted uses on the property, the Development Agreement also provided for the sale of a 2.5 acre property for park use and a 16.6 acre environmental property to the Town to satisfy the required environmental set aside, and dedication of an additional 16.6 acres for high technology/bioscience uses or conservation at no cost to the Town. These properties are located between the subject properties and Rialto, Jupiter Community Park, and the Town's Maintenance Facility. The Town has since amended the future land use/ zoning designations to Recreation/Public Institutional for the 2.5 acres and Conservation/Conservation Preservation for the remaining 33.2 acres.

First Amendment. On November 6, 2018, the Town Council approved a first amendment of the Development Agreement proposed by the current property owner. The amendment included changes to:

- Eliminate gas stations, heliports and club uses;
- Remove Town owned parcels from the development agreement;
- Allow a restaurant with no drive through up to a maximum of 8,000 square feet, a hotel/conference center with a conference center of 1,500 to 6,000 square feet, medical

or dental clinics, and a limited access self-service storage facilities as special exception uses; and

- Allow daycare as a use by right (without the provision it could only be built after 100,000 square feet was developed).

Second Amendment (Denied). In 2023, the Owner requested that the Town amend the Development Agreement a second time to allow for multi-family residential on the property in order to construct a 520 unit multi-family development. The Town Council denied the owner's request. The 520 unit development would have required 62 Workforce Housing units and produced units that are generally more affordable than single family homes. That said, a larger number of units would have any increased demand for public services and generate more traffic than the proposed Low and Medium Residential land uses currently proposed.

must be established prior to seeking a development order.

Policy 1.3.26 The Town shall inventory, designate, and preserve buildings, sites, districts and other resources of historic significance in Jupiter. The Town shall update its historic and archaeological preservation ordinance as necessary. (Additional historic preservation policies contained in Housing Element Objective 1.6 and Coastal Management Element Objective 1.9).

Policy 1.3.27 Through the implementation of the historic and archaeological preservation ordinance the Town will safeguard its unique history and heritage, foster civic pride and respect for the accomplishments of the past, and protect and enhance the Town's attraction to visitors. (Additional historic preservation policies contained in Housing Element Objective 1.6 and Coastal Management Element Objective 1.9).

Policy 1.3.28 The location of locally recognized historic resources, as identified in Coastal Management Element Policy 1.9.10, which may be eligible by the Town for local historic designation and/or inclusion on the National Register of Historic Places shall be depicted on the Future Land Use Map. The location of archaeologically significant sites are depicted on the Town's Map of Areas of Archaeological Site Potential, which is incorporated in the Town Code. (Additional historic preservation policies contained in Housing Element Objective 1.6 and Coastal Management Element Objective 1.9).

Policy 1.3.29 All proposed development projects shall submit an environmental assessment report as part of the site plan approval process, which shall follow the guidelines listed under conservation policy.

Policy 1.3.30 The Town's land development regulations shall indicate that all proposed development in an area designated "Mixed Use" on the Town's Future Land Use Map shall be approved as a Planned Unit Development or as a Mixed Use Development.

Policy 1.3.31 The Town shall maintain a "mixed use" zoning ordinance which shall provide for the implementation of the "mixed use" future land use plan category. This ordinance shall provide for such items as internal circulation, compatibility of adjacent land uses, function relationship between mixed uses, provision of open space and public amenities, and consistency with all requirements of the Town's comprehensive plan.

Economic Development

Objective 1.4. The Town's economic base shall be expanded by promoting commercial and industrial bioscience research, biotechnology uses and activities as planned on the Future Land Use Map, by ensuring adequate sites for development, providing for public utilities in a timely manner, and services to stimulate such growth.

Policy 1.4.1 Development orders for future development and redevelopment activities shall be issued only in areas possessing the appropriate Future Land Use designation and that are consistent with the goals, objectives and policies of the Comprehensive Plan.

Policy 1.4.2 Proposed commercial and industrial development requiring a change

on the Future Land Use Map in order to be approved shall submit a market study indicating the economic feasibility of the development and the locational advantage over existing commercial and industrial lands.

Policy 1.4.3 The Town shall manage the location, timing, scale and character of economic development options in areas unserved by wastewater facilities to ensure that future economic development is provided with safe and sanitary means of wastewater disposal and to ensure that natural resources are not adversely impacted by improper treatment and disposal of wastewater effluent.

Policy 1.4.4 Higher densities and intensities of development, including those associated with transit-oriented developments, shall be located in areas having high accessibility and a full complement of public facilities, (e.g., water, sewer, transit station), that have adequate capacity to maintain the adopted levels of service.

Policy 1.4.5 The Town shall encourage economic development in order to provide for the use and extension of urban services and needs in an efficient and economical manner and discourage the proliferation of urban sprawl.

Policy 1.4.6 The Town shall continue to identify and use stable revenue sources responsive to growth for financing public facilities.

Policy 1.4.7 The Town shall ensure that an adequate amount of land is available for industrial and commercial uses, including areas to create a bioscience research and biotechnology economic base. The locations of available sites for these uses are to be placed on the Future Land Use Map. In addition, sites for bioscience research and technology uses should be designated with the Bioscience Research Protection Overlay.

Policy 1.4.8 The Town has adopted and shall maintain land development regulations that provide for industrial development, which would allow for the predominance of bioscience research and biotechnology uses to compliment and supplement the development of the Scripps Florida Research Institute.

Policy 1.4.9 The Town shall support the principle that growth should pay its own way, by continuing to use impact fees where appropriate and pursuing other means for financing construction or purchase of capital facilities necessary to serve new developments.

Policy 1.4.10 The Town shall encourage the development of workforce housing on appropriate or suitable vacant properties of sufficient size, consistent with the guidelines contained in Housing Element Policies 1.2.9 and 1.2.11 and the Bioscience Research Protection Overlay.

Objective 1.5 The Town, through its Community Redevelopment Agency (CRA), shall provide for the redevelopment of lands within the CRA boundaries, consistent with Future Land Use Objective 1.9 (U.S. Highway One/ Intracoastal Waterway [US1/ICW] Corridor) and its implementing policies.

Policy 1.5.1 Lands owned by the Town shall be used to spur the desired development within the US1/ICW Corridor.

Policy 1.5.2 The Town, where appropriate and consistent with the development

Objective 1.16 The Town shall guide urban form and development to appropriately encourage development (infill and redevelopment) in areas with existing infrastructure and populations.

Policy 1.16.1 The Town shall encourage development infill and redevelopment in the area east of the Florida Turnpike.

Policy 1.16.2 Proposed development for the area west of the Turnpike shall demonstrate that appropriately located and sufficiently sized land area for the development is not available in other areas of the Town. The array of uses shall be complementary and supportive of those uses east of the Florida Turnpike.

Policy 1.16.3 Desired or necessary Town services or uses in a redevelopment area that are proposed to be displaced should, to the extent feasible, be relocated or allowed to occur in the Town east of the Florida Turnpike.

Bioscience Research Protection Overlay

Objective 1.17 The Town shall promote a cluster of sites for bioscience research and biotechnology uses through the creation of an Overlay. The Bioscience Research Protection Overlay is intended to protect parcels of land in the Town for the development of bioscience research and biotechnology uses which are expected to be attracted to Northern Palm Beach County due to the location of the Scripps Florida Research Institute at Florida Atlantic University's Jupiter Campus. The Town shall encourage uses within the Overlay, which are supportive of and compatible with the Scripps Florida Research Institute, or which are accessory to bioscience research and biotechnology uses. The Overlay does not limit the uses currently allowed consistent with the property's land use designation including uses allowed pursuant to planned development approvals and developments of regional impact.

Policy 1.17.1 The uses permitted and encouraged within the Overlay shall include bioscience research and biotechnology uses and their supporting facilities, laboratories, other industrial uses including manufacturing uses for parcels with commercial (consistent with the Commercial future land use designation) and industrial land uses, clinical research, and commercial retail or office uses that are accessory to bioscience research and biotechnology uses and shall be incorporated into the Town's Land Development Regulations.

Policy 1.17.2 Parcels with industrial land uses designated with the Overlay, for all new development and redevelopment, shall prohibit commercial retail as a primary use.

Policy 1.17.3 Residential is a prohibited use within the Overlay, except for those parcels designated with the Mixed-use Future Land Use category.

Policy 1.17.4 Parcels of land which have been assigned the Overlay shall be depicted upon the Town's Future Land Use Map.

Policy 1.17.5 The Town shall deter the conversion of uses within the Overlay to commercial retail or residential uses, so as to achieve, in coordination with FAU, the County and those municipalities which are part of the executed (Overlay) Interlocal Agreement the purpose of which is to promote a clustering of bioscience research and biotechnology uses and the intellectual

exchange between researchers, scientists, students and others in the workforce.

Policy 1.17.6 The Town shall adopt and maintain land development regulations that provide incentives for bioscience development and promote a predominance of bioscience research and biotechnology uses so as to develop a cluster of the industry within the Overlay.

Policy 1.17.7 Incentives to develop parcels within the Overlay with bioscience research and biotechnology uses shall include, but not be limited to, expedited permitting and land development regulations which allow increased floor heights, without increasing the maximum intensity standards allowed in the underlying Future Land Use category.

Policy 1.17.8 Those parcels of land whose Future Land Use and zoning designations permit bioscience research and biotechnology uses and have been assigned the Overlay, shall not be converted to other commercial retail or residential uses, which are clearly not accessory uses to bioscience research and biotechnology, unless four members of the Jupiter Town Council vote in favor of amending a property's Future Land Use designation or zoning.

Policy 1.17.9 Any proposed Future Land Use Map amendment or rezoning on a property within the Overlay that, allows uses other than those encouraged by the Overlay, specifically disallows uses encouraged by the Overlay, or that the Director of Planning and Zoning determines would discourage uses encouraged by the Overlay, must be presented to the Bioscience Land Protection Advisory Board prior to action being taken by the Town Council. Further, the Department of Planning and Zoning shall notify the other municipalities subject to the executed (Overlay) Interlocal Agreement and Palm Beach County of any such proposals prior to any public hearings on any such amendment or rezoning.

Transit Oriented Development

Objective 1.18 The Town shall require that developments located within a half-mile of a primary transit station, as referenced on the 2035 Intermodal Map in Figure 9 of the Transportation Element, support transit use.

Policy 1.18.1 Encourage greater densities and intensities around designated Tri-Rail stations.

Policy 1.18.2 Develop criteria which will guide the location of transit-oriented developments.

Policy 1.18.3 Encourage Transit Oriented Development (TOD) that provides a development pattern with a mix of uses located within a half-mile radius of designated Tri-Rail stations. Such uses may include but not be limited to: housing, retail, office, institutional and restaurant and be designed to provide 18 hours of daily activity.

Policy 1.18.4 TOD projects shall be designed utilizing the principles of traditional urban design to achieve a pedestrian friendly environment to support transit users.

Policy 1.18.5 Develop a block structure of streets to improve circulation and support pedestrian walkability.

Policy 1.18.6 Develop design standards, locations, and features for transit stops.

TOWN OF JUPITER
PLANNING AND ZONING COMMISSION
FINAL MINUTES
DECEMBER 9, 2025 7:00 P.M.

CALL TO ORDER:
Chair Kevin Kirn called the meeting to order at 7:02p.m.

ATTENDANCE:
Chair Kevin Kirn, Vice Chair Beth Kelso, Comm. Marty Rogol, Comm. Thompson, Comm. Karen Vinson and Cynthia Blum, 2nd Alternate (non-voting member); John Sickler, Director of Planning & Zoning; Stephanie Thoburn, Asst. Director of Planning and Zoning; Garret Watson, Principal Planner; Scott Thatcher, Principal Planner; Joseph Dray, Planner; Thomas Baird, Esq., Town Attorney and Vernisa Ayers, Secretary.

CITIZEN COMMENTS: None

MINUTES:
1. Motion to approve the minutes from November 13, 2025 Planning and Zoning Meeting by Comm. Vinson; seconded by Comm. Rogol. Final: Motion passed unanimously, with a 6-0 vote.

SWEARING IN:
Secretary Vernisa Ayers conducted the swearing-in of witnesses for all items on the agenda.

REGULAR AGENDA:

OLD BUSINESS: None.

NEW BUSINESS:

2. **The Golf Channel Games** – Application for a Class "B" Special Permit" to hold an event known as "The Golf Channel Games" on December 17, 2025, between 5:00 p.m. and 11:00 p.m. located at 115 Eagle Tree Terrace, Jupiter, FL 33477 (Trump National Golf Club Jupiter). **(PZ 25-6621)**

   Applicant presentation: Donaldson Hearing, representative of Cotleur & Hearing, presented a PowerPoint overview of the proposed project. Mr. Scott Russell, Golf Channel Games Show Producer, was also in attendance.

   Staff presentation: Principal Planner, Scott Thatcher, reviewed the staff report. Mr. Thatcher noted that a correction needed to be made to Exhibit 1, Condition 2. The condition lists the hours as 7:00 p.m. to 11:00 p.m.; however, the actual event will begin at 5:00 p.m.

   Commissioners asked questions of the Applicant and Staff:
   Comm. Blum questioned the timeliness of the application, asking why it was submitted at this stage. Mr. Russell explained that the event was finalized in September, approved in October, submitted in November and this was the first available meeting due to the

holidays.

Vice Chair Kelso asked if the 36-day timeline was an exception to the 60-day requirement. Mr. Sickler explained that many "A" permits are administratively approved through reduced or expedited reviews, which the code allows, and noted that most B permits are submitted on time, though complex proposals sometimes cannot meet tight deadlines and do not move forward. He added that this application was well-organized, allowing staff to accommodate its review. Vice Chair Kelso questioned why the breakdown of the event facilities would continue until December 23 after the December 17 event. Mr. Russell explained that was due to the lighting needed for the golf course requires 58 light towers, which takes time to assemble and disassemble, and setup and breakdown will occur during daylight hours only, limiting the available work time. Vice Chair Kelso noted that the only permitted temporary sign was a 32-square-foot banner and requested a condition allowing temporary directional signage at FAU to guide vehicles to parking, particularly at night. Mr. Thatcher agreed that such conditions could be added, noting that FAU provides internal signage and similar signage could be provided for this event. Vice Chair Kelso then sought clarification on the parking numbers, noting that 1,200 spaces were referenced in the Statement of Use versus 2,500 in the presentation. Mr. Hearing explained that attendance could reach 2,500, with an average of two people per vehicle, and additional parking is available at Trump National for residents, production and celebrities.

Chair Kirn inquired as to whether ride-share services such as Uber would be permitted. Mr. Russell confirmed that Uber would be allowed, with a designated drop-off and pick-up area at Trump National at a single pick-up location to limit disruption to residents.

Comm. Thompson inquired about the timing of the application given the public announcement of the event, asked whether Secret Service protection would be required, and questioned when setup of the 58 light towers would begin. Mr. Russell explained the event was promoted before contracts were finalized and that the permitting process began only after contracts were signed. He confirmed Secret Service will be present due to Trump family attendance and stated that setup of the light towers would begin immediately and take approximately two weeks.

Comm. Blum inquired about the meaning of the three-minute sound interval. Mr. Russell explained that there won't be constant sound for more than three minutes, since only three holes are played and there's downtime moving players. Ms. Thoburn clarified that if there's a noise complaint, an officer will measure sound at the property line in three-minute intervals to see if it is a sustained average of 70 dBA. The sound may go up or down during that time, but the overall level is measured over the full three minutes. Comm. Blum also noted that signage only on FAU might be missed by drivers off I-95, suggesting signage on Donald Ross as well to prevent people going to Trump National and turning around, which could cause traffic issues. Mr. Russell said they'll add signage as needed, email all ticket holders directions through TickPick, and that only vendors and VIPs will park onsite at Trump; everyone else will use FAU and shuttles, with rideshare as the only other direct access. Vice Chair Kelso suggested that the condition regarding directional signage be at the discretion of staff.

Commissioner Vinson, Rogol did not have questions.

Public Comment: None.

Deliberation by Commission: None.

Motion:
Comm. Kelso moved to recommend approval of the requested Class "B" Special Permit application with the conditions outlines in Exhibit 1of the Staff Report, subject to two modifications: (1) adding temporary directional signs near the offsite parking area at the discretion of staff, and (2) correcting the scrivener's error in Condition 2 to reflect the hours of 5:00 PM to 11:00 PM; seconded by Comm. Thompson. Final: Motion passed unanimously, with a 6-0 vote.

3. **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. Voluntary annexation;
   B. 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 **(Acting as the Local Planning Agency)**
   C. Zoning Map amendment from PBC Single-Family Residential (RS) to TOJ Compact Single-Family Residential (R-1A). **(PZ #25-6587, 6589, 6590)**

Applicant presentation: Samuel Polacek, representative of Cotleur & Hearing, presented a PowerPoint overview of the proposed project.

Staff presentation: Joseph Dray, Planner, reviewed the staff report.

Commissioners asked questions of the Applicant and Staff:
Chair Kirn inquired whether there are many sites that are this tightly embedded within the Town but are still not part of the Town of Jupiter. Staff responded that there are several such pockets, with the most significant being Jonathan's Landing.

Chair Kirn inquired as to what the County's Transfer of Development Rights (TDR) program entails. Mr. Hearing responded that Palm Beach County's Transfer of Development Rights program regulates density based on the land use district. Mr. Hearing explained that the property is designated LR-1, allowing one unit per acre, but with the purchase of one TDR, the density may increase to two units per acre. Mr. Hearing added that the TDR was purchased from the County, recorded in the public records, and the plat has been recorded, making it a legal lot of record.

Chair Kirn asked whether the Town honors the County land uses and zoning districts of properties being annexed into the Town. Mr. Sickler responded that staff strives to align zoning regulations with the assigned or proposed land use of a property. Mr. Sickler explained that the R-1A zoning district was specifically established to accommodate the annexation of developed County properties, as County zoning allows reduced setbacks and increased lot coverage that are not permitted under the Town's R-1 zoning district, which applies to most single-family properties in the Town. Mr. Sickler noted that the R-1A district was created to facilitate the zoning of annexed communities such as the Shores, Cinquez Park, and others. If the properties were zoned R-1, it could result in nonconformities between Town regulations and the conditions under which the properties were originally developed, which staff sought to avoid so as not to discourage

annexation.

Comm. Kelso asked whether the large mango tree would remain with the development. Mr. Hearing clarified that the mango tree is located west of the site, on the left side of the private access drive, and is not part of the development property.

Comm. Kelso asked if the applicant would have another water service option or if annexation is required to retain Jupiter water service. Mr. Hearing responded that Jupiter water service may be provided without annexation, that the property is already a legal lot of record with no subdivision occurring, and that while water service has been approved, Town policy encourages annexation when feasible.

Commissioners Rogol, Vinson, Thompson, and Blum did not have questions.

Public Comment: None.

Deliberation by Commission: None.

Motion:
Item 3A - Comm. Thompson moved to recommend approval of the requested Voluntary annexation application; seconded by Comm. Vinson. Final: Motion passed unanimously, with a 6-0 vote.

Item 3B - Comm. Vinson moved to recommend approval of the requested 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 application; seconded by Comm. Rogol. Final: Motion passed unanimously, with a 6-0 vote.

Item 3C - Comm. Blum moved to recommend approval of the requested Zoning Map amendment from PBC Single-Family Residential (RS) to TOJ Compact Single-Family Residential (R-1A) application; seconded by Comm. Vinson. Final: Motion passed unanimously, with a 6-0 vote.

4. **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. 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;
   B. 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; **(Acting as the Local Planning Agency)**
   C. Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R1-A, Residential, Compact Single-Family District, on 34.3± acres located on the east side of Island Way; and,
   D. 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. **(PZ#6515,6516,6517,6518)**

Applicant presentation: Zach Ciciera, representative of Cotleur & Hearing, presented a PowerPoint overview of the proposed project.

Staff presentation: Principal Planner, Garret Watson, reviewed the staff report.

Commissioners asked questions of the Applicant and Staff:
Comm Kelso asked what would happen to the property's zoning and agreement after the existing 20-year term expires in 2031. Mr. Sickler clarified that once the agreement expires, the property would revert to it assigned I-4 zoning. Mr. Baird stated that the Development Agreement could be extended.

Comm Kelso expressed concern about limited industrial space availability in the Town, noting that while some capacity exists outside the Town, industrial space within Jupiter is very tight. Comm Kelso stated that changing the use would further shift the Town toward a bedroom community.

Comm Kelso asked whether workforce housing would be required on the eastern parcel. Mr. Sickler responded that workforce housing requirements would be addressed during site plan approval in accordance with the Town's workforce housing program.

Comm Kelso stated that the west side of the property is well suited for industrial use and that the existing agreement's special allowances for uses such as banks and daycares are important. She noted that residential development extends north to Martin County, creating a lack of nearby services, and emphasized that this parcel is key to providing commercial and industrial services to northern residents and reducing traffic impacts on Indiantown Road.

Mr. Hearing emphasized that while market demand and uses are important considerations, the I-4 district is not comparable to traditional industrial zoning such as I-1 or I-2. He noted that the I-4 zoning has proven challenging and ineffective since the 2011 development agreement, as it is geared toward specialized uses such as bioscience or high-tech manufacturing rather than traditional industrial or flex space. He explained that ancillary uses cannot be developed without the primary industrial use, which has not materialized, and that prior proposals for alternative uses were met with community opposition. He concluded that the issue is ultimately a policy decision and that any potential split of the property would require zoning other than I-4, as the I-4 designation has not been viable.

Mr. Sickler noted that the development agreement uses are listed on page 112 of the agenda and clarified that, although I-4 zoning is restrictive and focused on bioscience, the agreement allows additional uses. These include corporate and business offices, daycares, hotel conference centers, indoor recreation, banks, dental and medical clinics, light industrial manufacturing outside of bioscience, as well as limited restaurant, warehouse, and wholesale uses, which extend beyond the typical I-4 classification.

Comm. Kelso asked whether a development similar to Harbourside, with uses such as restaurants, hotels, banks, and other services, could be built to benefit nearby residents Mr. Sickler responded that uses would be limited primarily to retail, with some personal service uses allowed, but noted that those uses are quite limited. Comm. Kelso asked for clarification on the differences between I-1, I-2, and I-4 zoning districts. Mr. Sickler responded that I-2 is the Town's most intensive general industrial district, allowing uses such as automotive repair and paint, contractor offices, business offices, and light

manufacturing, noting that some light manufacturing is already permitted under the existing development agreement.

Mr. Baird explained that the property was originally zoned I-4 to attract bioscience-type businesses. The property owner at the time, who sought to develop a shopping center, challenged the zoning through a property rights claim, which resulted in a mediated development agreement expanding the permitted uses beyond I-4 to include those identified by Mr. Sickler. Although the property later changed ownership, the development agreement remained in effect for 20 years. Despite all permitted uses being available during that period, none were developed, and the current applicant is now proposing residential development.

Chair Kirn asked whether the project is directly connected to Island Way South in terms of approvals. Mr. Sickler responded that it is not directly connected, but noted that the applicant intends to dedicate right-of-way on the south side of the property to contribute toward completion of Island Way. Mr. Sickler added that this dedication would be addressed through a future site plan application, and that all related applications would return to the Town Council together for second reading. Chair Kirn asked whether Town staff would support R-3 zoning on the west-side parcel if residential use were approved. Mr. Sickler responded that R-3 is typically high density, but that medium-density residential could also be consistent.

Chair Kirn asked whether the applicant had considered development on the south side of the west parcel, noting that the land configuration appears shallow and challenging for efficient commercial or medical office development, and asked if this contributed to the difficulty. Mr. Simon responded that while the site widens toward the east, past designs were limited by water retention needs and the requirement to establish industrial uses first. He noted that although the site offered highway visibility and some smaller buildings were accommodated, the layout was not ideal and limited interest from potential users.

Comm. Vinson asked if the bioscience overlay on the west side property could be removed and the site converted to R3 or another feasible designation. Mr. Sickler explained that the Overlay does not restrict uses and could be removed by a land use amendment. He noted the Overlay is a protective measure requiring a four-fifths Council vote to change the property to residential or commercial retail. Its purpose is to preserve industrial uses. Comm. Vinson asked about wetlands, Mr. Sickler stated he was not aware of any on site, only drainage water bodies.

Comm. Vinson stated that the main concern is the predominance of residential uses in Jupiter compared to commercial or industrial. Comm. Vinson noted that converting both properties to residential seems inconsistent with the Town's prior planning, especially since Jupiter is nearly 90% built out and there are limited options for other uses. Comm. Vinson asked which zoning limits the building height. Mr. Sickler clarified that the distinction is between R1 and R1A zoning and that R1 allows two-story buildings, whereas R1A permits three-story buildings.

Comm. Rogol raised concerns about removing the Bioscience Research Overlay, noting that the Town's strategy has been to encourage commercial and biotech development, citing companies like Scripps and Max Planck. Comm. Rogol questioned whether there has been any study showing the Overlay is no longer needed. Mr. Sickler responded that no specific study has been conducted. The Council previously chose to end multi-jurisdictional oversight of the Overlay, but maintained the Overlay in the Town's

Comprehensive Plan. Staff has identified inconsistencies with the proposed applications, making it a significant policy question for the Council.

Comm. Rogol asked if there is any data showing the area cannot remain bioscience. Mr. Sickler said there has been interest in developing the properties for bioscience uses, including the Hawkeye property to the south and a nine-acre parcel west of the Turnpike, though projects have stalled for various reasons. He noted that concerns have always existed regarding the intensity of development and its impact on intersections such as Island Way and Indiantown Road.

Mr. Sickler referred to the 2022 Jupiter Area Study update, which evaluated vacant parcels, approved but unbuilt trips, and the existing road network to ensure adequate traffic capacity. Mitigation strategies include completion of Indiantown Road expansions, Island Way South, and additional turning lanes. Based on this analysis, approximately 558,000 square feet could be reasonably developed on the property under the research and development land use category. Mr. Sickler added that past proposals often stalled due to the requirement that industrial properties maintain a predominance of industrial uses, while market demand favored commercial or non-industrial uses. Previous applications included hotels, retail strips with restaurants, hospital proposals, manufacturing projects, and corporate developments, but none reached completion.

Chair Kirn asked what aspects of the Overlay make the land attractive to bioscience users. Mr. Sickler explained that the Overlay protects the land for industrial use and was designed to prevent residential conversion, particularly during the 2004–2008 housing bubble. The Bioscience Overlay designation originated from a commitment to Governor Bush and Scripps, with a plan involving North County municipality to attract 8 million square feet of spin-off development. Incentives through the state and Business Development Board have also been available to attract life science users.

Chair Kirn added from his experience developing biotech labs across North America that the biotech market has collapsed since COVID. The initial high demand has dropped significantly, and much lab work can now be done digitally, reducing the need for physical lab space. While Scripps remains a center for biotech research, large-scale biotech expansion to South Florida is unlikely.

Comm. Rogol suggested that the Council should make a specific finding on the Overlay before proceeding. Chair Kirn noted that the Board's role is to provide recommendations on the Overlay, land use, and zoning.

Chair Kirn emphasized that traffic constraints on Indiantown Road limit further development capacity. Given the Town's need for workforce and affordable housing, converting the land could help meet housing needs while managing future traffic. While he is reluctant to give up developable land for local jobs, he noted housing availability is essential for workforce support. Comm. Rogol concluded that while the likelihood of biotech development is low, he would feel more comfortable providing the Council with substantive information to support any decision to remove the Overlay.

Comm. Blum asked about the lot sizes on the east versus west side if the property were developed for housing. Mr. Watson responded that lot sizes and parameters would be detailed during the site plan review. Preliminary plans are under staff review, and final details will be presented in a future site plan application.

Public Comment: None.

Deliberation by Commission:
Comm. Kelso was supportive of giving the developer flexibility so they could balance industrial, commercial, and residential uses, rather than converting the property entirely to residential. She noted that making it all residential risks turning the town into a "bedroom community" and reduces its economic vitality. She emphasized the importance of preserving commercial and industrial opportunities.

Chair Kirn asked whether the west side could have more flexible uses beyond I-4 zoning. Mr. Sickler explained that changing zoning or amending the development agreement would be a separate process after the Town Council makes its policy decision.

Comm. Vinson asked whether the Bioscience Overlay could be removed without changing the underlying zoning. Mr. Sickler confirmed that a motion could support removing the Overlay while leaving the land use and zoning intact, allowing more flexibility in the future. Chair Kirn noted that any recommendation would ultimately go to the Town Council.

Comm. Rogol questioned how to balance industrial versus residential uses given limited information about market viability. Mr. Baird advised that the Board should focus on the application before them and make a recommendation based on its merits. Chair Kirn reinforced that the recommendation should be made with the information available.

Motion:
Item 4A - Comm. Vinson moved to recommend approval of the requested EAST SIDE Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Low Density Residential, on 34.3± acres application including removing the property from the overlay; seconded by Comm. Blum. Final: Motion passed, with a 5-1 vote with Comm. Rogol dissenting.

Item 4B - Comm. Vinson moved to recommend denial of the requested WEST SIDE Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Medium Density Residential, on 23.4± acres with the recommendation for the Town Council to consider removing the property from the overlay and expanding the uses allowed on the property; seconded by Comm. Blum. Final: Motion passed, with a 5-1 vote with Comm. Thompson dissenting.

Item 4C - Comm. Blum moved to recommend approval of the EAST SIDE (34.3± acres) Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R-1 (Residential, Single-Family District), based on findings 9 and 10 on Page 12 of the staff report including a trip cap and to allow for workforce housing; seconded by Comm. Vinson. Final: Motion passed unanimously, with a 6-0.

Item 4D - Comm. Blum moved to recommend denial of the requested WEST SIDE 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 application; seconded by Comm. Vinson. Final: Motion passed, with a 5-1 vote with Comm. Thompson dissenting.

STAFF UPDATE:
Planning and Zoning Director reported on recent Town Council actions on Commission items.

ADJOURN:
Chair Kevin Kirn adjourned the meeting at 8:56 p.m.

Kevin Kirn, Chair

Vernisa Ayers, Secretary

DiVOSTA®

Cotleur & Hearing

BEACON PARK

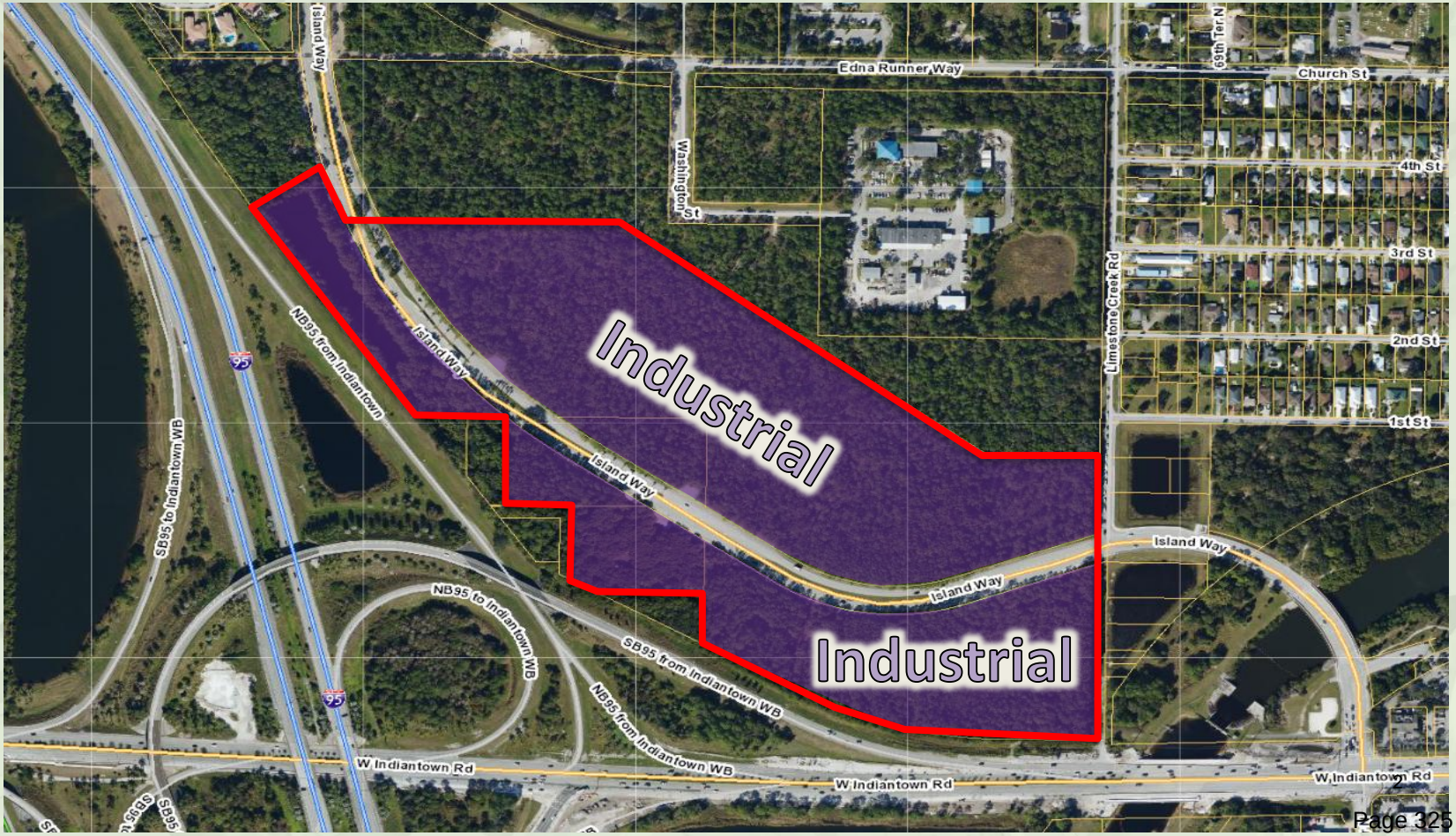
FLUA & REZONING

March 3rd, 2026

Result from Previous Meeting

Cotleur & Hearing

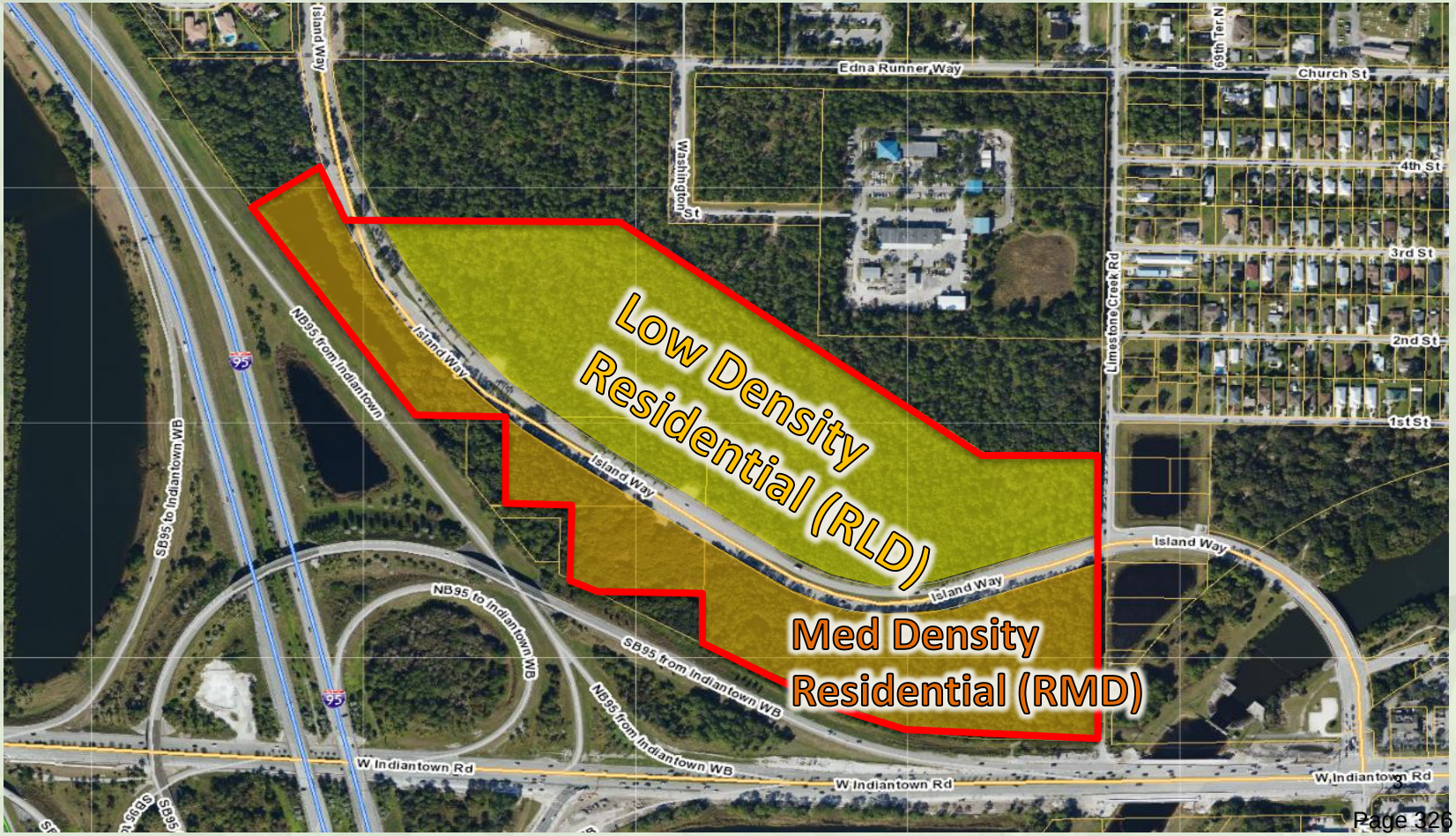
1. ***Future Land Use Map Amendment***
   a) *Removal from Bioscience Research Protection Overlay*
2. ***Zoning Map Amendment (Rezoning)***



Land Use Result

East Parcel: *Approved on 1st Reading* **RLD** *land use and removal from Bioscience Overlay.* ✓

West Parcel: *Consideration of* **RMD** *land use and removal from Bioscience Overlay*



Zoning Result

East Parcel: *Originally approved as* ***R1*** *at 1st Reading. Motion passed on February 3rd to reconsider* **R1-A**.

West Parcel: *Consideration of* **R-3** *zoning district.*

Current Standing | Request

Cotleur & Hearing

East Parcel

~~Land Use: LDR~~ ✓

Zoning: R1-A

West Parcel

Land Use: RMD

Zoning: R-3

R1-A | EAST PARCEL ONLY

Cotleur & Hearing

R1-A | Review Criteria

Consistency with Comprehensive Plan

1. **R1-A is consistent with Low Density Residential land use (RLD).**

2. **R1-A aligns with density range of RLD (2 units per acre max)**

3. **R1-A aligns with permitted use type in RLD (single family)**

R1-A | Review Criteria

Compatibility with surrounding zoning & development pattern

1. **R1-A is compatible with <u>all</u> surrounding zoning districts.**

2. **R1-A is compatible with the existing development pattern.**

R1-A | Zoning Map

R1-A | Development Pattern

R1-A District Requirements

Cotleur & Hearing

Lot Area (min): 6,000 sf
Lot Width (min): 65 ft
Lot Depth (min): 75 ft

Front Setback (min): 25 ft
Side Setback (min): 7.5 ft
Rear Setback (min): 15 ft

Building Height (max): 35 ft
Lot Coverage (max): 40%

R1-A | Definition & Intent

Division 19. - Residential, Compact Single-Family District (R1-A)

Sec. 27-1359. – Intent.

"…to provide regulations for moderate density single-family dwelling units. The uses in this district are limited to primarily single-family dwellings…"

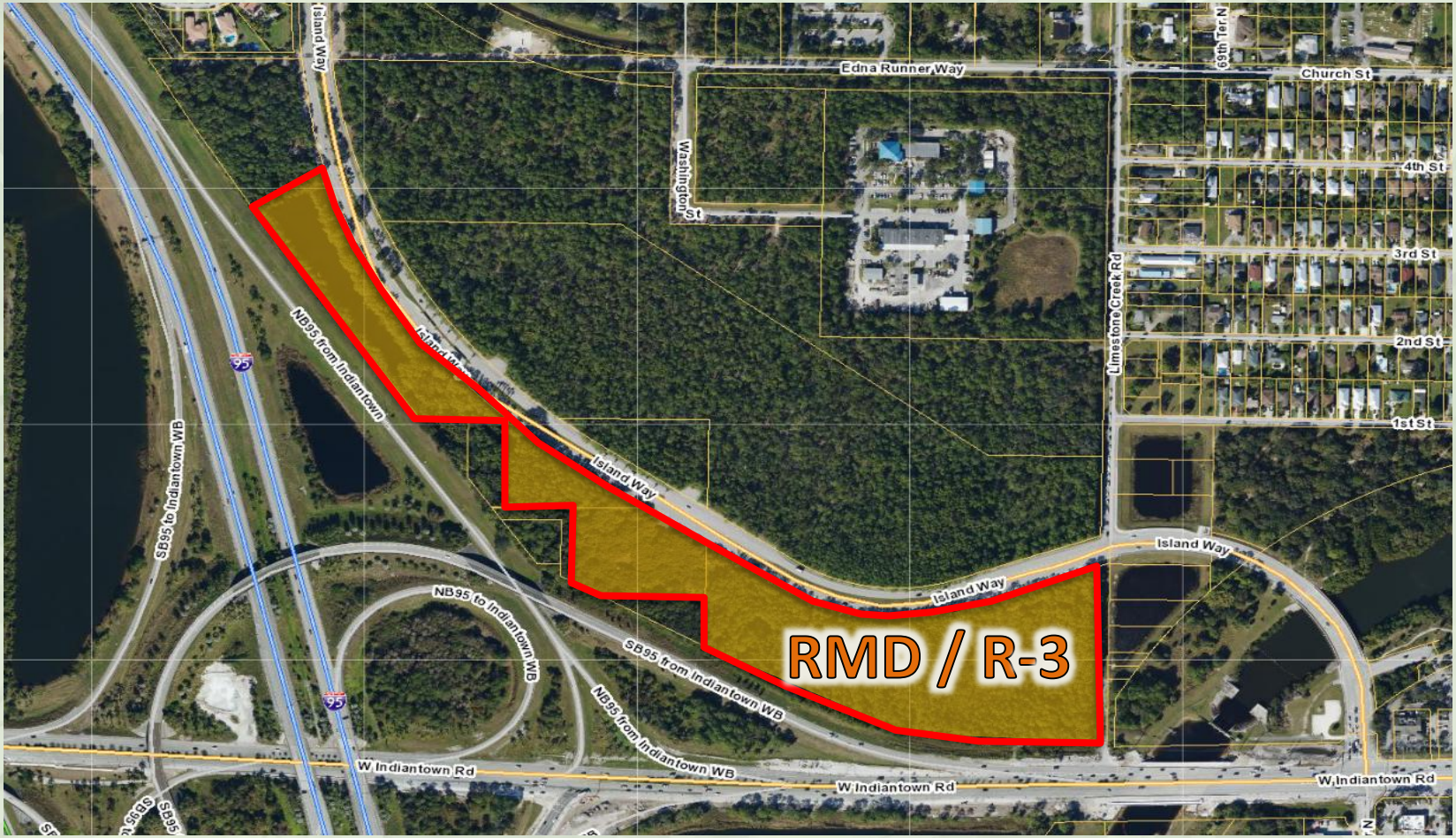
R1-A | Summary & Conclusion

- **Side Setback & Lot Coverage requirements of R1-A are necessary for the proposed site plan.**
- **Applicant will self impose a height restriction of 2-stories max.**
- **Proposed development embodies a moderately dense single-family community.**

Amend Ordinance 7-26 on First Reading:
Zoning Map amendment from I4 to ~~R-1~~ R1-A on 34.3 acres located on east side of Island Way.

RMD & R-3 | WEST PARCEL ONLY

Land Use = **Medium Density Residential (RMD)**
Zoning = **Residential, Limited Multifamily (R-3)**



Industrial Roadblocks

- Difficult to attract Class-A industrial users to the site due to large supply of suitable industrial land in PBC.

- 1.5 million SF of available industrial space on Park of Commerce Blvd alone (west of Town limits).

RMD & R-3 | WEST PARCEL ONLY

RMD & R3 = **Mechanism to fulfill 12% workforce housing (WFH) requirement.**

Cotleur & Hearing

Medium Density Residential (RMD)

- **Density Range = 2-4 units per acre**
- **Permits single family, multi family, apartments, condos, duplexes, triplexes, quadplexes, and zero lot line homes.**
- **Consistent with Location Criteria**

"Areas that afford attractive natural surroundings and large areas of open space"

"Areas that have convenient access to work and shopping areas."

RMD & R-3 | R-3 Standards

Cotleur & Hearing

Zero Lot Line Homes only permitted in R-2 and R-3

	R-2	R-3
Lot Area (min)	6,500 sf	5,500 sf ✓
Lot Width (min)	50 ft	40 ft ✓
Lot Depth (min)	100 ft	100 ft

- Consistent with density range of RMD.
- Consistent with RMD housing types.

Traffic Data | Residential

Cotleur & Hearing

West Side (RMD)

930 Daily Trips

87 Peak Hour Trips

East Side (RLD)

680 Daily Trips

64 Peak Hour Trips

Traffic Data | Mixed

Cotleur & Hearing

West Side (INDUSTRIAL)

2,219 Daily Trips (+139%)

296 Peak Hour Trip (+240%)

East Side (RLD)

680 Daily Trips

64 Peak Hour Trips

RMD & R-3 | Summary & Conclusion

- **Reduces expected traffic on Indiantown Road by 80%.**
- **Preserves residential corridor west of C-18 Canal and eliminates incompatibility concerns with the east parcel.**
- **Applicant willing to provide trip cap of " ", eliminating any uncertainty of greater intensity in the future.**

Summary

Cotleur & Hearing

East Parcel

~~Land Use: LDR~~ ✓

Zoning: R1-A

West Parcel

Land Use: RMD

Zoning: R-3

Cotleur & Hearing

Thank you

TOWN OF JUPITER
Piatt Public Safety Marina and Park

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Resolution 38-26,** Piatt Public Safety Marina and Park – Special exception use for a marina and public park, and site plan amendment to the Jupiter Fire Rescue Department Piatt Station (Phase 2) site plan for a five slip public safety dock, Riverwalk overlook, and public park.

EXECUTIVE SUMMARY

Consideration of applications for special exceptions for a public safety marina and park, and site plan amendment for a five slip public safety dock, Riverwalk overlook, and public park.

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

ANALYSIS

In 2024, the Town Council approved a fire station on the Piatt property as a two phase project. Phase 1 was approval of the fire station, which is currently under construction. Phase 2 was for the conceptual approval of the park which was noted could include public access such as a Riverwalk connector loop to connect with the Riverwalk and the planned Sun Trail improvements along US1, a potential kayak launch, and marine and environmental enhancement areas. The proposed applications amend the Phase 2 approval to finalize the details of the park and proposes the addition of a public safety marina.

The proposed public safety marina will allow for the Town's public safety vessels to be stored and dispatched from a central location along the waterfront. The marina includes 4 slips with boat lifts and a fifth floating slip for keeping a vessel in the water ready to deploy. In addition to the marina, a public overlook of the Intracoastal waterway and an upland park are planned. Upland facilities generally associated with marinas, such as storage and restrooms, will be accommodated in the fire station on the property once construction is completed.

The proposed project is designed to minimize impacts to the existing mangrove fringe and existing seagrass area to the maximum extent possible. The proposed project includes a marine stewardship plan that is in conformance with Policy 1.5.16 of the Conservation Element of the Comprehensive Plan. There are minimal impacts to mangroves and existing seagrasses that will be mitigated on-site, subject to jurisdictional agency permitting. In those areas over existing seagrasses, the plans call for grated deck boards to allow for light transmission for sea grasses. The proposed overlook and marina have been sited to help protect existing seagrass from vessels moored within the existing cove. Staff will obtain permits from both the Department of Environmental Protection and United States Army Corps of Engineers prior to construction.

Planning and Zoning Commission Recommendation:

At their February 10, 2026 meeting the Planning and Zoning Commission voted unanimously (by a 7 to 0 vote) to approve the above mentioned request, as shown in Resolution 38-26.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. Resolution 38-26
2. Staff Report and Attachments
3. Site Plan

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. 38-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING THE SPECIAL EXCEPTION USES OF MARINA AND PARK AND AMENDING A SITE PLAN TO APPROVE A FIVE SLIP PUBLIC SAFETY MARINA AND PARK, ON A 4.7± ACRE PROPERTY, LOCATED AT 500 N US HIGHWAY 1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) is the Owner (the "Owner") of approximately 4.7± acres of property, the legal description of which is attached hereto and incorporated herein as Exhibit A (the "Subject Property"); and,

WHEREAS, the Subject Property's address is 500 N US Highway 1; and,

WHEREAS, the Owner has submitted an application for the special exception uses of a marina and park and to amend the site plan to authorize the construction of 5-slip public safety marina with a public overlook and a public park (the "Application"); and,

WHEREAS, the Planning and Zoning Commission has reviewed the Application, conducted a public hearing; and has presented its recommendations to the Town Council; and,

WHEREAS, the Town Council conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, at its hearing the Town Council considered the evidence presented to it by the Planning and Zoning Department staff, the Owner, and other interested

parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether the Application meets the Land Development Regulations of the Town Code; and,

WHEREAS, the Town Council has determined that the conditions which are incorporated into Section 3 are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Council.

Section 2. The Town Council hereby approves the requested special exception uses and an amendment to the site plan for the placement of a five- slip public safety marina with a public overlook and park upon the Subject Property.

Section 3. The Owner, and its successors or assigns shall comply with and maintain the following conditions:

1) The Owner shall install and maintain all improvements in compliance with the following:
    a) Site Plan, prepared by Kimley Horn and Associates and updated by TOJ staff, revised 02/02/26, received by the Department of Planning and Zoning on 02/02/26.
    b) Statement of Use, dated 02/03/26, received by the Department of Planning and Zoning on 02/03/26.
2) The uses conducted on the subject property shall be consistent with the Statement of Use, dated 02/03/26, received by the Department of Planning and Zoning on 02/03/26.

3) Any revisions to the site plan, Statement of Use, or other details submitted as part of the Application, including but not limited to the location of the proposed improvements or additional, revised or deleted colors, materials, or structures, or changes to how the use operates, shall be submitted to the Department of Planning and Zoning and shall be subject to its review and approval.

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

#7607498 v1 26503-00001

Legal Description

A portion of Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, lying West of U.S. Highway 1, and East of the Intracoastal Waterway, as recorded in Plat Book 27, page 34, public records of Palm Beach County, Florida, more particularly described as follows:

From the quarter section corner in the North line of said Section 6, run North 89°33'30" West, along said North line, a distance of 164.12 feet to a point in the Easterly right-of-way line of the Intracoastal Waterway, according to the Plat thereof, recorded in Plat Book 17, page 3A, public records of Palm Beach County, Florida; said point being, also, in the bulkhead line, established by the commissioners of Palm Beach County and the Town of Jupiter, Florida, according to the Plat thereof, recorded in the Plat Book 27, page 34, public records of Palm Beach County, Florida; thence South 17°36'54" East, along said Easterly right-of-way line of the Intracoastal Waterway and the bulkhead line, established by the commissioners of Palm Beach County and the Town of Jupiter, Florida, a distance of 721.60 feet to the Northwest corner and Point of Beginning of the herein described parcel of land; thence North 57°23'06" East, along said bulkhead line, a distance of 138.45 feet to the beginning of a curve, concave to the Northwest, having a radius of 98.50 feet and a central angle of 60°37'03"; thence Northeasterly and Northerly, along the arc of said curve and said bulkhead line, a distance of 104.21 feet; thence North 86°46'03" East, a distance of 102.25 feet to a point in the Westerly right-of-way line of State Road No. 5, according to the Plat thereof, recorded in Road Plat Book 2, page 110, public records of Palm Beach County, Florida, said point being, also, in the arc of a curve, concave to the East, having a radius of 2924.93 feet and a central angle of 12°52'50"; thence Southerly, along the arc of said curve and said Westerly right-of-way line of State Road No. 5, a distance of 657.54 feet to a point in the Northerly right-of-way line of Old Jupiter Beach Road; thence South 52°53'06" West, along said Northerly right-of-way line, a distance of 317.84 feet; thence South 87°44'38" West, a distance of 16.27 feet; thence North 28°45'22" West, a distance of 48.77 feet to a point in the Easterly right-of-way line of the Intracoastal Waterway, as recorded in Plat Book 27, page 34, records of Palm Beach County, Florida; thence North 17°36'54" West, along said right-of-way line, a distance of 628.61 feet to the Point of Beginning.

Piatt Public Safety Marina and Park
TOWN MANAGER'S OFFICE

DATE: March 3, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning ***JS***

SUBJECT: **Piatt Public Safety Marina and Park** (quasi-judicial) – Special exception use for a marina and public park and site plan amendment to the Jupiter Fire Rescue Department Piatt Station (Phase 2) site plan for a five slip public safety dock, Riverwalk overlook, and public park, on a 4.7± acre property, located at 500 US Highway 1. ***(PZ 26-6700 and 6701)***

Res. 38-26	P&Z Commission: 2/10/26
PZ 26-6700 & 6701	Town Council: 3/03/26
G. Watson	

Project Information

Project Name:	Piatt Public Safety Marina and Park (Jupiter Fire Rescue Piatt Station – Phase 2)
Owner/Applicant:	Town of Jupiter
Location:	500 US Highway 1
Acreage:	4.7 ± acres
Future Land use:	Commercial
Zoning:	U.S. Highway One/Intracoastal Waterway Corridor (US1/ICW)
Approved uses:	Jupiter Fire Rescue station (Phase 1) and waterfront park (Phase 2)
Request:	Special Exception for a limited public use (park) and a public safety marina with five slips for use by Jupiter Police Department and Jupiter Fire Rescue and a Site Plan Amendment for the Phase 2 waterfront park to add a public safety marina and modify the Riverwalk connector loop to be an overlook (see Attachment A).

Planning and Zoning Commission Recommendation

At their February 10, 2026 meeting, the Planning and Zoning Commission voted unanimously (by a 7 to 0 vote) to approve the above mentioned request as shown in Resolution 38-26.

Staff Compliance Review Summary

The requested special exception and site plan amendment will be in compliance with the Town Code subject to the conditions in ***Resolution 38-26***.

Project Data

Pertinent site plan data and information in reference to the application is listed below:

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use | Zoning Districts
North	Recreation (Burt Reynolds Park)	Recreation / Public Institutional (PI)
South	Vacant Land; Old Jupiter Beach Road right-of-way	Commercial / U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
East	Recreation (Burt Reynolds Park and PBC Fire Station 18)	Recreation / Public Institutional (PI) and Public/Institutional / Public Institutional (PI)
West	Intercoastal Waterway; Karen J. Golonka Island; and Single Family Residences	Conservation / Conservation Preservation (CP) and Low Density Residential / Residential Single Family (R 1)

Table 2: Site Plan

	US 1/WCE Waterway Commercial & Entertainment [27-1489]	Owner's proposal (for picnic pavilion
Lot area (minimum)	15,000 square feet	206,038.8 sf (4.73 ac)
Lot width (minimum)	75 feet	658.2 feet
Lot depth (minimum)	150 feet	300 feet
Front setback – U.S. Highway One (East)	50 feet	126 feet
Rear setback (West)	20 feet	82 feet
Side setback (North)	10 feet	114 feet
Side corner setback (South)	35 feet	295.3 feet
Lot coverage	35 percent	3.6 percent
Building Height (average)	35 feet	12 feet

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	25	33[1]
Interior Landscape Area (square footage)	4,966 SF	33,596 SF
Native trees, shrubs, and groundcovers	50%	100%[2]

Table 4: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
New daily trips	19
New AM peak hour trips	1
New PM peak hour trips	2

[1] The site contains a dense mangrove edge along the waterfront that will remain with the exception of a small area for the marina access to pass through to the water.
[2] Excludes perennial peanut, which is not native but is being used as a replacement for sod to reduce long term reliance on irrigation.

Table 5: Parking

Parking requirements	Required[3]	Provided
Fire Station	Not listed	26
Park	Not listed	5
Public Safety Dock	5	5
Handicapped parking spaces	1	1
Total	-	37

Table 6: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 7: Pedestrian Amenities

Parking requirements	Required	Provided
Bicycle Rack	n/a	2
Bench	n/a	1
Trash receptacle	n/a	1

Background

Table 8: Background/history.

Date	*Description*
1983	Town Council approves a development called “Calle Vieja”. A subsurface parking structure was constructed, but no other portion of the development was completed, other than structural columns above the garage level which were demolished years ago.
1999	Town purchased property.
2023	As part of the adopted 2023-2024 Strategic plan, the Town Council adopted the “Fire Rescue Strategy” Strategic Initiative to evaluate the alternatives for fire and EMS services and select and develop a plan for implementation
2024	Town Council approved a Special Exception and Site Plan application for a two phase project. Phase 1 was approval of the fire station which is currently under construction. Phase 2 was for the conceptual approval of the park which was noted could include public access such as a Riverwalk connector loop to connect with the Riverwalk and the planned Sun Trail improvements along US1, a potential kayak launch, and marine and environmental enhancement areas. The proposed application amends the Phase 2 approval to finalize the details of the park.
2025	The Town was awarded a feasibility grant by the Florida Inland Navigational District (FIND) for design and permitting (including construction documents) of the proposed Phase 2 improvements. The executed agreement for the feasibility grant is scheduled for 3/3/26 Town Council meeting.

[3] Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the director of planning and zoning. The Town’s Traffic Engineer has prepared a traffic impact statement with a recommendation for a minimum of 9 parking spaces. 11 spaces are being provided.

Analysis

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

Comprehensive Land Use Plan (CLUP) Consistency. Based on the uses proposed on the subject property, the request is consistent with the following:

- Policy 1.10.9 of the Future Land Use Element relative to the Riverwalk loop and overlook, and park amenities to provide access to the Intracoastal Waterway.
- Policy 1.8.3 of the Conservation Element to increase public access to waterfront by developing a Riverwalk loop and overlook along the Intracoastal Waterway. It should be noted that the proposed Riverwalk overlook is not part of the designated Riverwalk as defined in the Comprehensive Plan; however, it serves a similar function to provide access to views of the water. As a result, there is flexibility in the design and location of the public access.
- Policy 1.5.16 of the Conservation Element by providing a marine stewardship plan that is compliant with the Comprehensive Plan (see Marine Stewardship Section below)

Permitted Uses. Pursuant to Section 27-1484, entitled "Use regulations", both marine facilities (marina) and limited public uses (park) greater than 5,000 square feet are a special exception use. Pursuant to Section 27-2907, entitled "Limited public uses", limited public uses includes publicly owned and operated parks as a use.

Site Plan. The proposed site plan is in conformance with the requirements of Chapter 27, entitled "Zoning". The plan includes upland and waterward improvements that modify the previously approved Phase 2 site plan and comply with the Town Code. It is important to note that pursuant to Section 27-2625, "*standards for dock structures in marinas shall be established on a case-by-case basis as part of the review and approval of a special exception by the Town Council*".

Marine Facilities. The proposed marina has been designed to accommodate public safety needs identified by the Town's Police and Fire departments while also providing public access for a viewpoint of the Intracoastal Waterway. Prior to permitting and construction, permits from the Department of Environmental Protection (DEP) and United States Army Corps of Engineers (USACE) will be required, as well as a State Submerged Land Lease.

- Dock Design – The dock was carefully designed to buffer vessels from entering shallower waters where seagrasses are present. The split design allows for the public safety section of the dock to be gated for security purposes, while still allowing for the public to utilize the proposed overlook. The main section of the dock is approximately 225 feet long before it splits into the public safety dock running approximately 100 feet westward. The overlook extends northward approximately 100 feet from the split to provide open views of the Intracoastal waterway with the public safety vessel situated southwest, so the view is not obstructed. The dock has been designed to be setback 100 feet from the Intracoastal Waterway channel as required by the USACE. The previous concept approved with the Fire Station included a connection just south of Burt Reynolds Park and a potential for a kayak launch, which has not been included in the current design.
- Proposed Vessels – The marina is proposed to include four fixed dock slips and are designed to accommodate boat lifts in each of the four slips. The fifth slip is designed to be floating for easy access to a single vessel for quick response. At the present time, there are four public safety vessels planned to be docked at the proposed marina. A 33 foot contender, a 25 foot Brunswick, a 35 foot Safe Boat, and a 22 foot flats boat. Each of those

vessels will be placed on a lift to keep them out of the water when not in use. During the day, one of those vessels will be parked at the fifth floating slip for rapid response. The slips are designed at 40 feet in length to allow for full access to the vessels and accommodate any future vessels that may be larger.

- Upland Facilities – Traditional commercial marinas require upland facilities (i.e., storage, restrooms, etc.) which are not included in the proposed marina. Public safety staff will utilize the adjacent fire station for storage and restroom needs. Electrical connections and water are proposed on the dock for the boat lifts and to wash the boats.

Environmental and Marine Stewardship. The proposed project is designed to minimize impacts to the existing mangrove fringe and existing seagrass area to the maximum extent possible. The proposed project includes a marine stewardship plan that is in conformance with Policy 1.5.16 of the Conservation Element of the Comprehensive Plan. A small area where the public safety marina bisects the mangroves and existing seagrasses will be mitigated on-site. In those areas over existing grasses, the plans call for grated deck boards to allow for light transmission for sea grasses and any mitigation as required by the Department of Environmental Protection will be on site, if possible. The proposed overlook and marina have been designed to help protect existing seagrass from vessels moored within the existing cove.

As the proposed dock will impact a 40 foot long by 8 foot wide area of mangroves, mitigation as well as additional restoration will also be done on-site along the waterfront. Marine restoration in the form of rip rap mangrove planters may also be proposed to help protect the shoreline and add mangroves where mitigation is required. The area proposed for construction of the Riverwalk through the mangroves was specifically designated since it is narrow and the area of least impact. The Town will be required to obtain permits from agencies with jurisdiction prior to moving forward with Town permitting and construction.

Landscaping. The proposed development is in conformance with Chapter 23, entitled “landscaping”. For the proposed upland park, new perimeter plantings are proposed along US Highway 1.

Parking. The proposed development is in conformance with Chapter 27, Article XI, Division 32, entitled “Parking Regulations”. The Town Code does not provide a minimum number of parking spaces for park uses. Pursuant to Section 27-2828 (Table1), for uses not listed the number of spaces is to be determined by the Director of Planning and Zoning.

The Town’s Traffic Engineer has included an analysis based on the 4th edition of the Institute for Traffic Engineers (ITE) Parking Generation Handbook noting that seven parking spaces should be provided, with four for the park and three for the boats slips. Section 27-2828 requires that marine facilities provide one space per slip. This would mean that a minimum of 9 parking spaces should be provided, four for the park and five for the slips. The proposed project includes 11 new parking spaces. These spaces are in addition to the to the spaces provided at the Fire Station in the same parking lot, half of which will only be occupied fully during early morning and late evening shift changes when the park is unlikely to be used. As is typical with these types of uses were required parking is not defined, Staff is deferring the decision on the number of parking for the park to the Town Council.

Traffic. The proposed application is subject to conformance with the Town’s traffic performance standards. Similar to PBC traffic review for the recent fire station approval, staff will submit the document to the Palm Beach County Traffic Concurrency Manager for their records after approval. The proposed park and public safety marina is anticipated to produce 19 Net Average Daily Trips (ADT), 1 Net AM and 2 Net PM Peak Hour trips (See Attachment B).

Site Plan Criteria.
Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 12 of the 12 criteria and will meet all the criteria with the conditions noted below.

Special exception criteria.
Section 27-177, contains minimum criteria for review of special exception applications. Upon review of the criteria in Section 27-177, staff finds that the applicant has satisfied all of the minimum criteria.

Attachments.

Attachment A – Statement of Use
Attachment B – Traffic Impact Statement

* Please contact Garret Watson at garretw@jupiter.fl.us 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.

Piatt Public Safety Marina and Park
Statement of use (02/03/26)

The Town of Jupiter is requesting a Special Exception for a five-slip marina and site plan amendment for the Piatt Waterfront Park and Public Safety docks on a 4.7± acre property, located 500 US Highway 1. The proposal is for five boat slips for the Police Department and Fire Rescue Department, the Riverwalk and overlook, shade structure and additional parking. The initial Town Council approval occurred in July 2024 for the Jupiter Fire Station which is currently under construction. As part of the 2024 approval, Town Council stated that they desired a waterfront park as a subsequent phase after the fire station construction and approved a conceptual plan of the proposed park.

SITE CHARACTERISTICS

The subject property is located along U.S. 1, immediately south of Burt Reynolds Park north of the Jupiter Riverwalk which extends from the south along the fixed bridge and Harbourside Place. It is 4.74 acres and is identified by the parcel number 30-43-41-06-27-001-0000. The future land use (FLU) designation is Commercial, and the zoning classification is U.S. Highway One/Intracoastal Waterway Corridor (US1/ICW). The subject property is under construction with a new two-story fire station on the southern end of the property, with vacant land on the north end of the property where the park and public docks are proposed with this application.

SURROUNDING USES

The area surrounding the subject property contains public uses. Directly abutting the subject property to the north is Burt Reynolds Park with boat ramps and associated parking. The park continues east of the subject property across U.S. Highway One, complete with additional boat ramps, The River Center, multiple pavilions, open space, and outdoor sports and play areas.

Palm Beach Fire Rescue Station 18 is also east of the subject property, across U.S. Highway One, in Burt Reynolds Park. Abutting the subject property to the south is Old Jupiter Road, owned by the Town of Jupiter. South of the road is vacant land owned by KB Carlin LLC. West of the subject property is a mature mangrove forest. Across the river, approximately 500 feet from the subject property boundary, is the Town of Jupiter's Karen J. Golonka Island that provides public access and single-family homes.

The following table shows the FLU, zoning, and uses of properties adjacent to the subject property:

Direction	Existing Land Uses	Future Land Use | Zoning Districts
North	Recreation (Burt Reynolds Park)	Recreation / Public Institutional (PI)
South	Vacant Land	Commercial / U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
East	Recreation (Burt Reynolds Park and PBC Fire Station 18)	Recreation / Public Institutional (PI) and Public/Institutional / Public Institutional (PI)
West	Intercoastal Waterway; Fullerton Island; and, Single Family Residences	Conservation / Conservation Preservation (CP) and Low Density Residential / Residential Single Family (R 1)

PROPOSED PROJECT

The Town of Jupiter contains numerous waterways with direct access to the Atlantic Ocean. The proposed waterfront park and public safety docks will continue the Riverwalk north from Harbourside, provide public access to a previously underutilized site, and docking to ensure public safety by the Town of Jupiter's Police Department is easily accessible for patrolling the Town waterways. The proposed marina contains 5 slips to moor public safety vessels owned and operated by Town staff as well as a Riverwalk overlook area that can be used by the public for viewing the water. The marina will not include slips for the public and the piers for the public safety boats will be separated from the public Riverwalk overlook by a fence and locked gate. The waterfront park will include parking, retention/detention area, the Riverwalk path, shade structure, picnic facilities and marine restoration.

The proposed development on the subject property was approved in two phases. Phase one was approved for the fire station which is currently under construction. Phase two was approved conceptually for future improvements such as a Riverwalk, retention areas, and marine restoration improvements. The proposed project amends the previously approved site plan to provide a detailed site plan for development of the northern park area, Riverwalk path along the upland of the mangroves and a Riverwalk overlook associated with the proposed public safety marina. The northern park portion of the property is proposed to add 11 parking spaces, in addition to the 25 spaces that were provided for the fire station to the south. In addition, retention areas with landscaping are planned to capture drainage related to the impervious improvements being added.

CONSISTENCY WITH COMPREHENSIVE PLAN

Future Land Use Element

Policy 1.10.4 The Town shall maintain land development regulations for the Riverwalk Corridor including but not limited to: variable landscape themes; public parking requirements for vistas of the Intracoastal Waterway within the Riverwalk Corridor; natural coastal vegetation within landscape buffering; providing access and support amenities to the Riverwalk Corridor which encourages the development of a public presence and provides public access to the Intracoastal Waterway.

Policy 1.9.7 (e) Maintain land development regulations for the Waterway, Commercial and Entertainment sector… (to) provide for vistas of the Intracoastal Waterway from U.S. Highway One and the Indiantown Road bridge and from within the sectors of development.

The proposed public safety marina includes a Riverwalk overlook that provides a wide-open vista of the Intracoastal waterway. Mangroves within the subject property are largely remaining with only a small section being removed to facilitate access to the dock and overlook. Any impacts to seagrass and removed mangroves will be mitigated on site as part of a marine restoration for the project.

Policy 1.10.9 All properties owned by the Town of Jupiter within the Riverwalk Corridor are designated as a linear park to provide continuous multi-purpose pedestrian pathways along the waterway. Park amenities shall include public docks and wateroriented uses, which include but are not limited to water taxi, fishing boats, dive boats, sightseeing boats, and non-motorized watercraft rentals to maximize the enjoyment and accessibility of the Oxbow, Jupiter River, Jupiter Inlet and Intracoastal Waterway.

The proposed development provides a waterfront park and Riverwalk path behind with an overlook on the Intracoastal Waterway, north of the fire station. The park encourages the appearance of a linear park, as it abuts Burt Reynolds Park.

Conservation Element - Marine Stewardship

Policy 1.5.16 All new development along waterfronts, excluding development or redevelopment of individual single-family lot on manmade canals, shall implement a marine stewardship plan to ensure that development activities do not degrade the marine environment or contribute to the erosion of a shoreline. The marine stewardship plan shall demonstrate how the property will contribute to or promote a living shoreline on submerged lands abutting the property being improved or maintained. A marine stewardship plan shall include management practices and requirements to maintain the natural function of the water (e.g., by preserving existing mangroves and where possible adding mangroves to the shoreline; by maintaining habitat within the tidal zone). The marine stewardship plan shall identify areas when improvements are proposed, to restore or enhance the marine habitat though the installation, maintenance, and management of living shorelines and artificial reefs.

The proposed public safety docks and Riverwalk overlook will impact some mangroves and seagrasses. The proposed plan provides the least possible impacts to the marine resources, which will be mitigated on site with the planting of additional mangroves and seagrasses restoration. The proposed dock shall be made of composite grated decking that will allow light penetration to the seagrasses below, limiting the amount of seagrass mitigation that will be required. Marine restoration will be done in addition to mitigation to improve marine habitat adjacent to the property. The proposed marine stewardship plan details the living shoreline improvements proposed to be made on site.

Policy 1.8.3 Increase public access to waterfront views and fishing opportunities by developing riverwalks, artificial reefs and piers on public and private lands, as funding becomes available, along the following: (a) the Loxahatchee River; (b) the Atlantic Ocean; (c) creeks, such as Jones and Sims creeks; (d) the C-18 Canal; and (e) Intracoastal Waterway.

The proposed Riverwalk overlook and public safety docks provide visitors to the park opportunities to access and view the Intracoastal Waterway. The marine mitigation and restoration provides habitat along the Riverwalk overlook so that residents can observe marine life from this public access.

CONSISTENCY WITH CRA PLAN

The proposed Riverwalk overlook and public safety docks are consistent with multiple goals and priorities of the CRA Plan, including:

- The plan provides an additional public waterfront access point along the Intracoastal Waterway for residents and visitors to view and connect with the water;
- The Riverwalk overlook will tie into the Riverwalk path proposed behind the fire station;
- Impacts from the new marine facilities provide the opportunity to not only mitigate the required mangrove and seagrass, but to enhance the marine habitat adjacent to the property;
- The proposed dock will utilize grated composite decking over seagrass areas, allowing light penetration to the seagrasses below, protecting and maintaining this area of high quality marine habitat.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS

Use Regulations

The property is zoned with the US1/ICW zoning district which allows for both limited public uses and marine facilities as special exception uses. Pursuant to Section 27-2907, limited public uses include publicly owned and operated parks as a use.

Site Plan

The proposed project includes waterward improvements and upland improvements associated with the park. Waterward, a public safety dock and Riverwalk overlook provide dockage for public safety boats and a public vista giving views down the Intracoastal waterway and of Karen J. Golanka Island to the west. Upland, the proposed project includes a small pavilion, picnic tables, additional parking, and retention areas with landscaping.

Parking
The Town Code does not provide a minimum number of parking spaces for park uses. Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the Director of Planning and Zoning. The proposed project includes 11 new parking spaces for the dock slips and park users which will be shared by park uses, Riverwalk overlook users and any public safety vehicles on an as needed basis.

Traffic
The Town's traffic engineer has prepared a traffic impact statement for the proposed project that indicates the project has a minimal impact on traffic with 19 ADT, 1 AM, and 2 PM trips.

Environmental, Landscaping and Drainage
The proposed project includes maintaining of the existing mangrove fringe to the maximum extent possible. A small area where the public safety marina bisects the mangroves will be mitigated on-site. Additionally, the public safety dock must traverse a small section of previously surveyed seagrasses. In those areas over existing grasses, the plans call for grated deck boards to allow for light transmission for sea grasses and any mitigation as required by the Department of Environmental Protection will be on site. For the uplands, new planted retention areas are being added in the park area to provide additional drainage for the added parking area.

Marine Stewardship Plan

Existing Conditions: Mangroves and other vegetation currently exist along the shoreline of the subject property. Invasive vegetation, such as Brazilian pepper and air potato, are also present on-site. All invasive vegetation shall be carefully removed from the site during construction without impacts to the surrounding mangroves. A benthic resources survey was conducted in June of 2024 for the submerged lands adjacent to the site. The findings of this survey show the presence of *Halodule wrightii* and *Halophil decipiens*, commonly known as Shoal and Paddle grass. These seagrasses were found on the east side of the area surveyed, closest to the shoreline and mangrove forest. The design of the Riverwalk overlook and public safety marina reflects the Town's commitment to protecting and enhancing the habitat for these resources.

Marine Habitat Plan: In accordance with Policy 1.5.16 of the Coastal Management Element of the Comprehensive Plan, the proposed public safety marina and public overlook contains elements that will preserve and enhance the marine habitat adjacent to Piatt Place Park. The public safety marina was designed around the known seagrass beds in the area, and the location of the marina will discourage boating or mooring within this sensitive habitat, protecting them from human impacts. The upland access point was placed such that the least number of mangroves are impacted from the proposed construction. Mangrove and seagrass mitigation will be installed in accordance with Florida Department of Environmental Protection (FDEP) requirements.

In conjunction with the required mitigation, the installation of rock revetment and artificial reef modules are proposed to help further protect the seagrass habitat from impacts from boat activities. These living shoreline elements will encourage the recruitment of oysters and other bivalves to the area, which shall improve water quality to further enhance the conditions of the habitat within this seagrass bed. The Town is also exploring the installation of educational signage along the public Riverwalk Overlook, to aide residents and visitors in connecting with the marine resources of the site.

Performance standards: For the mangrove mitigation plantings, the Town will ensure a 100% success rate. If at any time less than 100% of the mitigation plantings remain alive, the Town shall plant additional mangroves to ensure the proposed survival rate.

Maintenance Plan: After installation of the living shoreline elements and seagrass mitigation, little maintenance will be needed. Post mangrove mitigation, the Town shall continue to monitor the mangrove forest for the presence of invasive vegetation and shall remove as needed. Trash and debris will also be removed from the park as needed.

Monitoring and Adaptive Management: Staff shall monitor the mitigation plantings for success throughout the construction process and for several months after construction completion. The project site is also consistently staffed through the Fire Rescue Department on the upland portion of the site. If the mitigation plantings do not establish and retain on site, Town staff shall reassess the plantings and determine a suitable alternative, including but not limited to additional plantings, change in planting location, etc.

CRITERIA FOR SPECIAL EXCEPTIONS

The below section analyzes the proposed project in the context of the requirements of Section 27-177. Criteria for special exceptions:

The proposed special exception use shall be compatible with the character and use (existing and future) of the surrounding property in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

The proposed park and public safety marina with Riverwalk overlook are compatible with surrounding uses. Like Burt Reynolds Park, the subject property is also publicly owned and operated by the Town of Jupiter. The character, use, and function are similar to those of the adjacent parks. Being a smaller passive park, the activity level is anticipated to be lower impact than the adjacent parks, while still providing meaningful access to the Intracoastal waterway for those residents who are not planning to launch a vessel, but simply enjoy the waterfront views.

The proposed special exception use shall not have a detrimental impact on surrounding properties based on:

a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
b) The degree of noise, odor or other potential nuisance factors generated by the special exception use; and
c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The proposed park and public safety marina with Riverwalk overlook will not have a detrimental impact on surrounding properties. As noted previously, the activity level is anticipated to be lower impact than the adjacent parks. There are not any significant noise, odor, or other potential nuisance factors and the amount of traffic flow is anticipated to be minimal based on the traffic impact statement.

CRITERIA FOR SITE PLAN REVIEW

The below section analyzes the proposed project in the context of the requirements of Section 27-175. Criteria for site plan review:

1. **The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.**

   The proposed development is consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan as reflected in the "Consistency with the Comprehensive Plan" section of this statement of use.

2. **The proposed development is consistent with any applicable, countywide land development regulations.**

   The proposed development is consistent with the Palm Beach County Unified Land Development Code where applicable.

3. **The proposed development is consistent with all applicable land development regulations and all other portions of this Code.**

   The proposed development is compatible with the Town of Jupiter Land Development Regulations as reflected in the "Consistency with Land Development Regulations" sections of this statement of use.

4. **The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.**

   The character of the proposed development is compatible and consistent with the character of the US1/ICW. The public safety marina with Riverwalk overlook and upland park provide public access to vistas of the Intracoastal Waterway with passive park uses such as a pavilion and picnic tables that are similar to those in the adjacent Burt Reynolds Park.

5. **The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.**

   As noted in the traffic impact statement, traffic is anticipated to be minimal.

6. **There are adequate levels of service for public facilities, including, but not limited to, transportation, water supply, drainage and sanitation, available concurrent with the impacts of the development proposed by the application.**

   Concurrency reviews have been completed and have determined that there is sufficient utility availability and traffic capacity for the proposed development.

7. **The proposed development does not significantly reduce light and air to adjacent properties.**

   The proposed project contains a dock and a small pavilion which are not anticipated to reduce light and air to any adjacent properties.

8. **The proposed development does not adversely affect property values in adjacent areas.**

   The proposed development benefits the surrounding property by providing recreational activities and a view of the Intracoastal Waterway in the area.

9. **The proposed development would not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.**

   The proposed development provides recreational activity. Any future development in the area would benefit from the increased access to views of the Intracoastal Waterway and a park use. The proposed development would not be a deterrent to the improvement or development of adjacent property.

10. **The proposed development does not create noise or visual pollution.**

    The proposed development does not create noise or visual pollution.

11. **The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.**

    The proposed development does not negatively impact adjacent natural systems or public facilities. The proposed plan was developed to minimize impacts to mangroves and seagrasses and any impacts will be mitigated on site. In addition, retention areas are being added to offset the minor amount of additional pervious area being proposed with the upland improvements.

12. **The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

    The proposed development provides for pedestrian amenities as part of the upland improvements.

CONCLUSION

The proposed public safety marina and park project is consistent with the Town's Land Development Regulations and Comprehensive Plan. The proposed plan finalizes the design conceptually approved as "Phase 2" by the Town Council and provides additional public safety and public access to the waterfront.

Traffic Impact Statement for

Piatt Place Park, Jupiter FL

Prepared by Chang-Jen Lan, Ph.D., P.E.
Engineering Division, Town of Jupiter
January 27, 2026

Traffic Impact Analysis

The proposed waterfront park, located adjacent to the Piatt Place Fire Station in the Town of Jupiter, consists of approximately 1.08 acres of passive recreational use and includes one picnic area and five docking slips for Police and Fire operational use. The site plan is shown in Exhibit 1. The park is classified as a passive recreational facility, and trip generation estimates are based on standard ITE trip generation rates from ITE Land Use Code 441 (Public Park) and ITE Land Use Code 420 (Marina), as presented in the 11th Edition of the ITE Trip Generation Handbook.

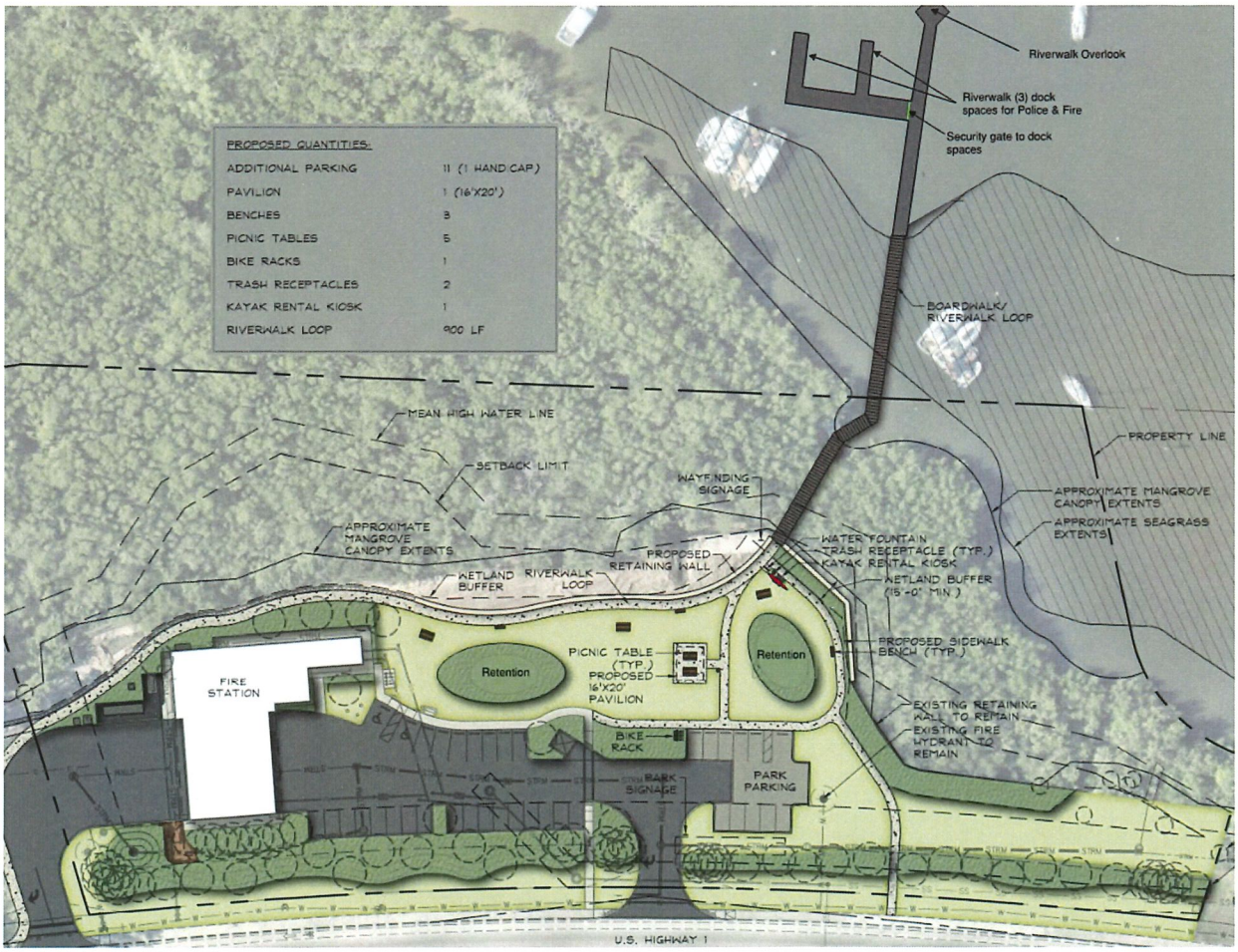


Exhibit 1. Site plan

The weekday trip generation for the passive park component is calculated using a rate of 0.78 trips per acre. For the 1.08-acre site, this results in approximately 0.84 weekday daily trips. The picnic area is estimated to generate 5.87 weekday daily trips, based on a rate of 5.87 trips per picnic area.

In addition, the docking slips are projected to generate 2.41 weekday daily trips per berth. Due to the lack of specific trip and parking generation data for emergency service docking facilities, standard ITE trip and parking generation rates are conservatively applied to these operational uses. With five docking slips, this component is expected to generate approximately 12.1 weekday daily trips.

Combining all components, the total estimated weekday daily trip generation for the waterfront park is as follows:

- Passive park area: 1 daily trips
- Picnic area: 6 trips
- Docking slips: 12 trips

Total weekday daily trips are approximately 19. Based on applicable AM and PM peak-hour trip generation rates, the site is estimated to generate approximately 1 AM peak-hour trip and 2 PM peak-hour trip.

Given the low overall trip generation and the passive nature of the park, traffic impacts to the surrounding roadway network are expected to be minimal. The projected traffic increase is not anticipated to adversely affect roadway operations, level of service, or safety at nearby roadways or intersections. Accordingly, no roadway improvements, such as turn lanes or other mitigation measures, are warranted based on the estimated traffic demand.

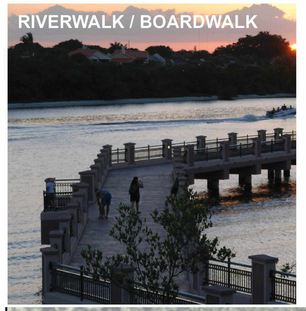
Parking Demand Analysis

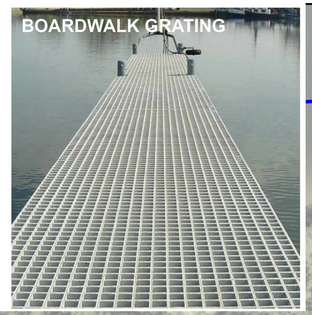
Peak parking demand is expected to occur on weekends. Parking generation rates are based on the 4th Edition of the ITE Parking Generation Handbook.

Based on observed parking demand rates for similar facilities, passive parks generate a peak weekend parking demand of 3.7 spaces per acre. Applying this rate, the passive park component is expected to require approximately 4 parking spaces (1.08 acres × 3.7 spaces per acre). In addition, marina facilities generate a peak parking demand of 0.59 spaces per berth. Therefore, the marina component is expected to require approximately 3 parking spaces.

The combined estimated peak weekend parking demand for the site is approximately 7 spaces. The project provides a total of 11 on-site parking spaces, which exceeds the estimated demand. Consequently, adequate parking capacity is available on site, and no parking overflow or adverse impacts to surrounding areas are anticipated.

Attachment 3 - Site Plan





PROPOSED QUANTITIES:	
ADDITIONAL PARKING	11 (1 HANDICAP)
PAVILION	1 (16'X20')
BENCHES	3
PICNIC TABLES	5
BIKE RACKS	1
TRASH RECEPTACLES	2
BOAT MOORING SPACES	3

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

This plan was updated by Town of Jupiter Staff for informational purposes only. Consult the final design plans for more detailed information

Revision date 2/2/2026

100' setback from channel req

40'-0"

1 2 3 4 5

Floating Dock

Public safety (5) dock spaces w/ boat lifts for Police and Fire

65' | 1 1/4"

Riverwalk Overlook

110'-3"

Security gate to dock spaces

8'-0"

133'-11"

BOARDWALK/ RIVERWALK LOOP

MEAN HIGH WATER LINE

SETBACK LIMIT

PROPERTY LINE

WAYFINDING SIGNAGE

APPROXIMATE MANGROVE CANOPY EXTENTS

APPROXIMATE SEAGRASS EXTENTS

APPROXIMATE MANGROVE CANOPY EXTENTS

WATER FOUNTAIN
TRASH RECEPTACLE (TYP.)

PROPOSED RETAINING WALL

WETLAND BUFFER

RIVERWALK LOOP

WETLAND BUFFER (15'-0" MIN.)

BURT REYNOLDS PARK CONNECTION

Retention

Retention

PICNIC TABLE (TYP.)

PROPOSED 16'X20' PAVILION

PROPOSED SIDEWALK BENCH (TYP.)

FIRE STATION

BIKE RACK

PARK SIGNAGE

PARK PARKING

EXISTING RETAINING WALL TO REMAIN

EXISTING FIRE HYDRANT TO REMAIN

EXISTING TREE TO REMAIN (TYP.)

PROPOSED PHASE 1 TREE (TYP.)

U.S. HIGHWAY 1

No.	REVISIONS	DATE
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----
7	----	----

Kimley»Horn

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LICENSED PROFESSIONAL
TRICIA C. RICHTER, P.L.A.
FLORIDA LICENSE NUMBER
LA#6667244
DATE: 03/25/2025

KHA PROJECT 045000097
DATE: MARCH 2025
SCALE: AS SHOWN
DESIGNED BY: BW
DRAWN BY: BW
CHECKED BY: TCR

OVERALL SITE PLAN

JFRD STATIONS - PIATT PLACE PARK
PREPARED FOR
TOWN OF JUPITER
FLORIDA
TOWN OF JUPITER

SHEET NUMBER
L-1.00

Plotted By:Webster, Brooke Sheet Set:JFRD STATIONS - PIATT PLACE Layout:L-1.00 OVERALL SITE PLAN March 27, 2025 11:50:44am K:\WPB_JUPO\045000097 - Piatt Park\CAD\Pansheets\L-1.00 SITE PLAN.dwg
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TOWN OF JUPITER
Fire Non-Ad Valorem Assessment Discussion

DATE	March 3, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Fire Non-Ad Valorem Assessment Discussion

EXECUTIVE SUMMARY

Staff has prepared the attached presentation for review and discussion during the Council Roundtable to discuss the possible implementation of a non-ad valorem fire assessment.

Items to be discussed are as follows:

- What is a non-ad valorem fire assessment?
- What are the advantages and disadvantages of a fire assessment?
- Funding options and millage impacts
- Policy direction

ANALYSIS

Staff is seeking direction from the Town Council on the following items:

- Proceed with implementation to adopt a non-ad valorem fire assessment based on findings and funding assumptions presented
- Buy down of cost based on special conditions:
    - Government parcels
    - Institutional tax-exempt buildings
    - Totally and permanently disabled veterans and their surviving spouse
    - Senior exemption (income based)
    - Nursing home buydowns to commercial rate

If authorized to proceed, Staff will bring back a procedural ordinance and assessment resolution for Council consideration at a public hearing, .

STRATEGIC PRIORITY

● Fiscal Responsibility
● Safety

ATTACHMENTS

1. Presentation

FUNDING SOURCE
Funding is not necessary for this request.

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

Policy Guidance

TOWN OF JUPITER

Non-Ad Valorem Fire Assessment

TOWN OF JUPITER

Why are we here?

- Discuss the possibility of implementing a non-ad valorem fire assessment to fund the Jupiter Fire Rescue Department starting October 1, 2026.
- What is a non-ad valorem fire assessment.
- Advantages and disadvantages of a fire assessment.
- Funding options and millage impacts.
- Policy direction.
- Review timeline and implementation schedule if approved by Council.

TOWN OF JUPITER

Ad Valorem vs. Non-Ad Valorem Assessment

- **Ad Valorem Taxes:**
  - Based on property value (Millage rate × taxable value).
  - Revenue is based on area real estate market (can fluctuate based on market conditions).
- **Non-Ad Valorem Fire Assessment:**
  - Based on special benefit a property receives from a service. Not based on property value.
    - **Benefit** = Protection of property value, available fire suppression, reduction on insurance premium, life safety inspections and availability and capacity of fire system.
  - More stable and predictable than ad valorem taxes.

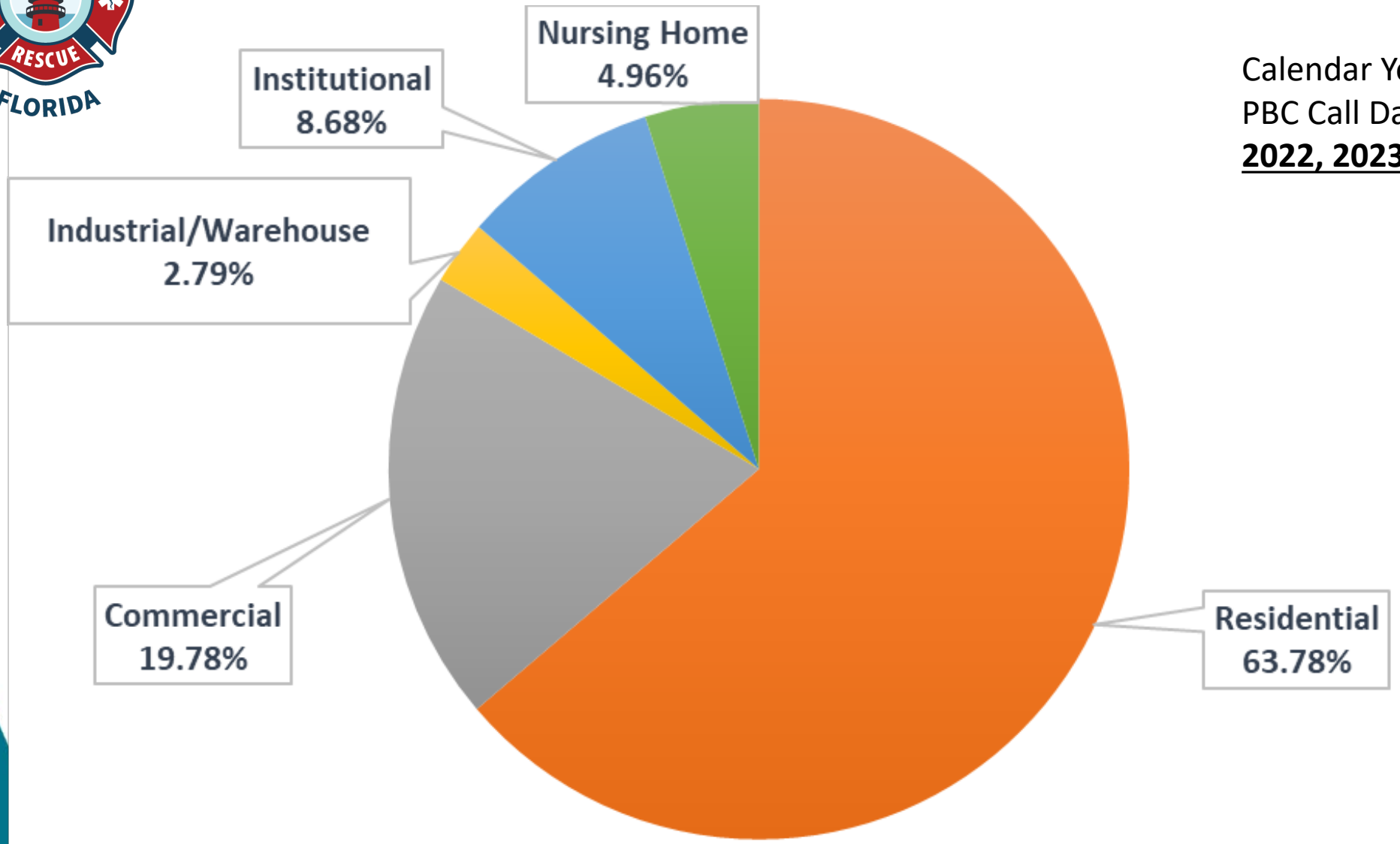
TOWN OF JUPITER

What Is a Non-Ad Valorem Fire Assessment?

- A charge levied on property to fund fire protection services.
- Excludes EMS services beyond the first-responder level.
- Must be based on the special benefit to property and be fair and reasonable.
- Billed separately as a line item on the annual property tax bill.
- Can be used to pay debt service.
- Based on Florida Statute

TOWN OF JUPITER

Historical Fire Protection Call Data



Calendar Years
PBC Call Data =
2022, 2023 & 2024

Cost Apportionment

- Proposing to use a square foot tier system for each property category.
- The square foot tier method provides for economy of scale relating to response cost.

Assessment being proposed – 15% of max allowable amount:

- Residential property based on average Sq Ft.
  - Average Cost $15.00 - $93.00 annually.
- Commercial property based on average Sq Ft.
  - Average Cost $40.00 - $477.00 annually.
- Industrial property based on average Sq Ft.
  - Average Cost $11.00 - $168.00 annually.
- Non-Exempt Institutional property based on average Sq Ft.
  - Average Cost $8.00 - $613.00 annually.

Fire Assessment	%calls	Budget
Residential	63.79%	$ 1,616,872
Non-Residential		
Commercial	19.78%	501,360
Industrial/Warehouse	2.79%	70,718
Institutional	8.68%	220,010
Nursing Home	4.96%	125,720
Total	**100.00%**	**$ 2,534,679**

Gross Revenue - 15%	**$2,534,679**
Exempt Buy-Down	
Government	180,503
Instititutal Tax Exempt	59,513
VA Exemption	11,318
Assessment Collection Costs	
Statutory Discount @ 5%	114,167
Tax Collector @ 2%	45,667
Net Assessment Revenue	**$2,123,511**

TOWN OF JUPITER

Jupiter Fire Rescue Funding Current vs. Proposed

	Current Funding		JFRD Funding Options			
			Option 1 Non-Ad Valorem / Millage		Option 2 Millage Only	
	FY 2026		FY 2027		FY 2027	
PBCFR - Jupiter MSTU	1.7251	$31,889,634	-	-	-	-
Town of Jupiter Millage*	2.3894	$40,679,508	2.3894	$45,389,767	2.3894	$45,389,767
Jupiter - JFRD Millage*	-	$0	1.1047	$19,935,925	1.1670	$21,059,436
JFRD - NAV	-	$0	-	$2,123,511	-	-
Sales Tax	-	$0	-	$0	-	$1,000,000
Total	**4.1145**	**$72,569,142**	**3.4941**	**$67,449,203**	**3.5564**	**$67,449,203**

- Under option #1 - Millage based on projected FY2027 Fire/EMS operating budget of $24,059,436 and 6% increase in assessed values. Options 1 & 2 do not include $2 million in annual transport revenue. Town operating millage will go from 2.3894 to 3.4941 and require unanimous vote of the council. Option #2 will require $1 million plus in sales tax funding.

- **Under option 1 & 2, Jupiter will have the 4th lowest millage in the County for municipals with their own fire department.**

TOWN OF JUPITER

Summary Savings:

- After applying proposed fire assessment and projected millage for FY2027 estimated Town savings of $9.8 million in first year.
- Individual savings relating to the use of the Non-Ad Valorem assessment will show an average town-wide savings of $301.19

Est. First Year Town Savings:		
FY2026 PBC Contract Cost	FY2027 Jupiter Fire Rescue Est.	Annual Savings
$31,889,634	$22,059,436	(9,830,198)
Less transport revenue		

Non-Ad Valorem Option Average Year-One Town Wide Savings	
Residential	($276.44)
Commercial	($463.36)
All Parcels	**($301.19)**

Estimated FY27 Jupiter Fire MSTU would be over $35 million.

TOWN OF JUPITER

Advantages / Challenges

Non-Ad Valorem Assessment

Advantages:

- **Revenue Stability** - Not tied to property values or market fluctuations
- **Benefit-Based Equity** - All benefited parcels contribute.
- **Dedicated Funding** - Revenues legally restricted to the specific service.
- **Budget Certainty** - Supports long-term service and capital planning.
- **Millage Relief** - Reduces reliance on ad valorem taxes.
- **CRA** – Funds collected in CRA can be used to fund JFRD.

Challenges:

- **Limited Use of Funds** - Cannot be redirected to fund emergency general government purposes.
- On going Professional studies required.

Millage Only Option

Advantages:

- Ease of application, no study required.
- Can fund “ALL” JFRD Fire and EMS cost. No limitation.

Challenges

- **Debt service expenses** – Debt service coverage will require the use of General Fund sales tax revenue $1 million annually, reducing available operating revenues.

- **CRA** – CRA parcels will not pay into JFRD but will receive services. Will need to increase millage to make up for CRA funding shortage.

TOWN OF JUPITER

Other PBC Municipal Fire Assessment

City of Atlantis	Rates	Type Unit
Residential	$222.00	dwelling unit
Non-Residential	$0.25	sq. ft.
Hospital	$0.57	sq. ft.

Net Revenue	**$760,710**	based on 2023 Study
% Funded	**100%**	
Exemptions	government only	

City of West Palm Beach	Rates	Type Unit
Residential	$100.00	dwelling unit
Commercial	$0.103	sq. ft.
Industrial/Warehouse	$0.018	sq. ft.
Institutional	$0.123	sq. ft.
Nursing Home (original $0.80)	$0.372	sq. ft.

Net Revenue	**$8,676,219**	based on 2019 Study
% Funded	**43%**	
Exemptions	government @ 100%; non-profits at 80%	

City of Boynton Beach	Rates	Type Unit
Residential	$145.00	dwelling unit
Commercial	$0.32	sq. ft.
Industrial/Warehouse	$0.07	sq. ft.
Institutional	$0.36	sq. ft.
Nursing Home (original $0.80)	$0.36	sq. ft.

Net Revenue	**$8,893,829**	based on 2008 Study
% Funded	**71.50%**	
Exemptions	government, institutional tax exempt, hardship, nursing home rate to institutional rate	

City of Boca Raton	Rate	Type Unit
Residential	$155	dwelling unit
Commercial		Square Foot Tier
< 3500 sq. ft.	$464	
3500 - 9999 sq. ft.	$2,106	
10,000 - 29,999 sq. ft.	$5,121	
30,000 - 49,999	$9,159	
50,000 - 74,999	$15,415	
> 75,000	$25,676	
Industrial		Square Foot Tier
,30,000	$1,087	
30,000 - 100,000	$6,138	
> 100,000	$8,512	

Estimated Revenue	**$14,038,150**	based on City website
% Funding	**43.80%**	

TOWN OF JUPITER

Policy Direction

- **Proceed with Implementation and adopt Non-Ad Valorem Fire Assessment**:
  - **Rates** – 15% of allowable assessment = $2.1 million after collection costs.
    - Allows the Town to generate a diverse fee structure to support the Town's fire service which includes debt service.
- **Exemption Policy**
  - Government Parcels
  - Institutional Tax-Exempt Buildings
  - Totally and Permanently Disabled Veterans and their surviving spouse
  - Senior exemption (income based)
  - Nursing Home buydowns to commercial rate

TOWN OF JUPITER

What's Next:

- **Completed:**
  - October 2025 – Adopted Resolution of intent
  - February 2026 – Approved Agreements with Property Appraiser & Tax Collector.
  - March 3, 2026 - Roundtable Discussion.
- **Upcoming:**
  - April 2026 - First Reading of procedural ordinance (Public Hearing).
  - May 2026 - Second Reading of procedural ordinance (Public Hearing).
  - May 2026 – Adopt Initial Assessment Resolution (Public Hearing).
  - June 2026 – Mail and Publish Notices
  - July 2026 Adopt Final Assessment Resolution (Public Hearing)*.
  - September 15 - Certify Fire Assessment Roll to Tax Collector.
  - November 2026 – Tax bills mailed to residents.

*Will need to adopt assessment before the Town sets annual TRIM rate.