AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 17, 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

2026 INSTALLATION

1. Installation and Swearing-in of Council Members Ron Delaney and Dan Guisinger. #

PRESENTATION

2. JFRD Update.

3. 2025 Citizen Survey Presentation

CITIZEN COMMENTS

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

MINUTES

4. March 3, 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

5. **Ordinance 16-26, Second Reading,** Infrastructure Element Comprehensive Plan Text Amendment.

PUBLIC BUSINESS

6. Approving a Purchase Order to Accelerated Technologies in the Amount of $160,265 for Access Control and Security Cameras for Cinquez and Piatt Place Fire Stations.

7. Approving a Purchase Order to PCS in the amount of $51,950 for Computer Network Equipment for Cinquez and Piatt Place Fire Stations.

8. Approving the Purchase of four (4) Hamilton T1 Ventilators and Accessories with Hamilton Medical at $87,000.

9. Approving a Purchase Order in the amount of $64,224 to PCS for FortiGate Firewalls for the Town's Data Center.

10. Approval of Work Order 3 to Kirchman Construction Co. (Contract EPW 2025-34A) for the Jupiter Lighthouse World War II Barracks Skirt Fence in the amount of $93,206.

11. Approval of the 5-Year FIND Park Lease Extension in the annual amount not to exceed $11,300.

12. **Resolution 9-26,** Approval of Proposal No. 2026-020 for Jupiter Community Park Athletic Field Renovations and Agreement with LTG Sports Turf One, LLC under the Equalis Cooperative Contract in the amount of $1,498,148.

13. **Resolution 34-26**, Approving Execution of a Project Agreement Between Florida Inland Navigation District and the Town of Jupiter for Piatt Place Park for a

Waterways Assistance Program Grant amount not to exceed $215,000 with a project total cost not to exceed $430,000.

REGULAR AGENDA

PUBLIC HEARING

14. POSTPONED TO 04/07/26

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)

PUBLIC BUSINESS

15. Resolution 37-26, *Quasi-Judicial,* 200 Hibiscus Street Lounge — Special Exception and Site Plan. (PZ#25-6651, 6652).

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
Tuesday, April 7, 2026 7:00 p.m. — Town Council Chambers
Tuesday, April 21, 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

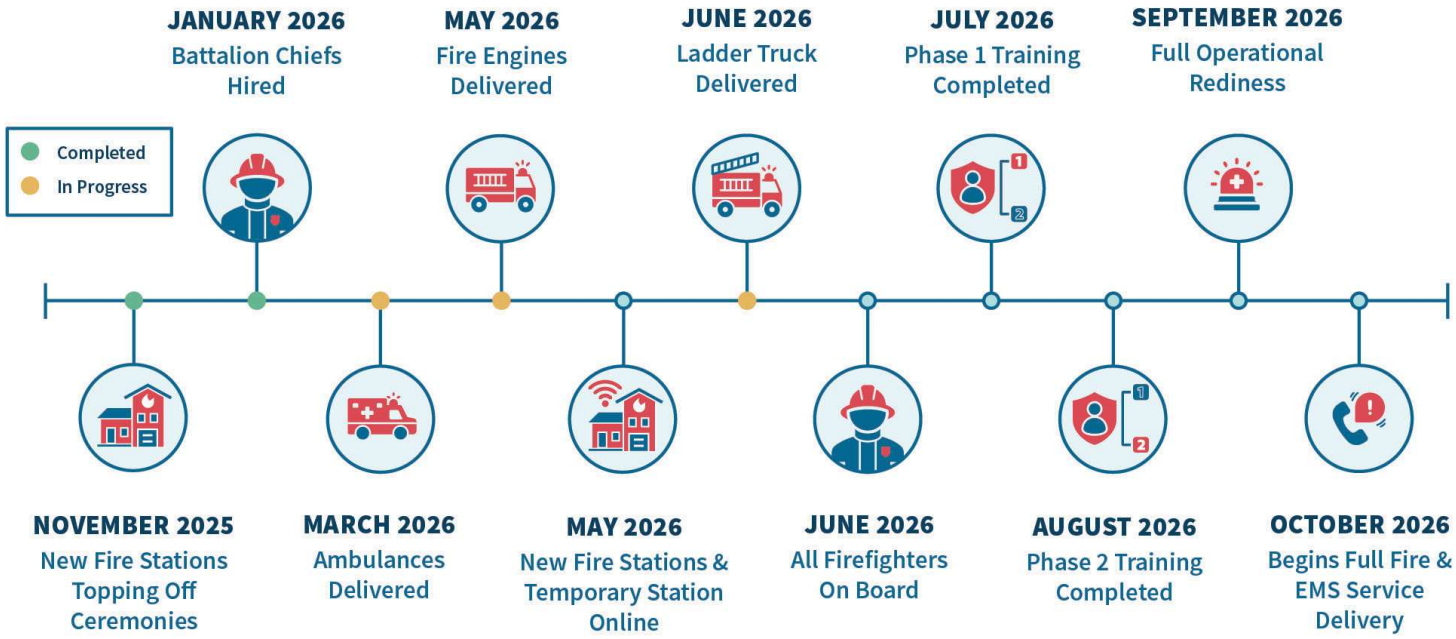
*Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to 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.*

JUPITER FIRE RESCUE DEPARTMENT

JFRD Update

JFRD Final Year Timeline



Jupiter Fire Rescue Update

- Tonight's presentation will include updates on our EMS Program, including:
  - Zenix Monitor Defibrillators
  - EPOC Blood Analysis System
  - Hamilton Transport Ventilator
  - SWAT Medic Program
- Apparatus Update

Zenix Monitor Defibrillators

- Latest in emergency medical technology, having just received FDA premarket approval in late 2025.
- Rugged, intuitive HD touchscreen that allows our paramedics to access critical, lifesaving functions in three touches or less.
- Provides real-time feedback during cardiac and respiratory emergencies.
- Modular "plug-and-play" design.

Advanced Prehospital Diagnostics: The EPOC System

- Bringing the Lab to the Field: Hospital-grade diagnostic capabilities.
- Rapid, Actionable Data: Analyzes 13 critical medical markers in under 60 seconds.
- Instantly detects early-stage septic shock, hidden internal trauma, and respiratory distress.
- Provides actionable lab results before the patient even arrives at the hospital.

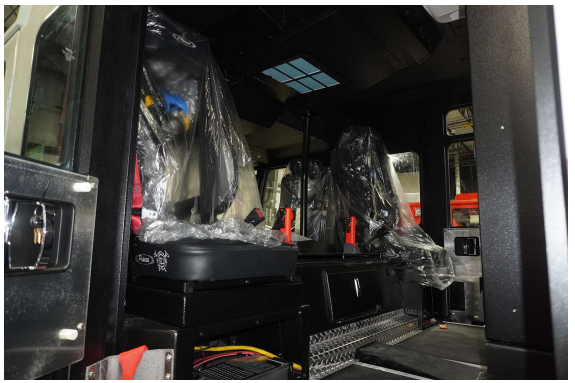
Hamilton T1 Transport Ventilator

- Advanced capabilities of a fully featured Intensive Care Unit (ICU) ventilator for the field.
- Generate its own continuous airflow independent of compressed air cylinders.
- Unparalleled versatility across all age groups.
- Adaptive Support Ventilation (ASV) technology.

Integrating JFRD & JPD: The SWAT Medic Program

- A Unified Front for Public Safety.
- Beyond Standard EMS.
- Elite Tactical Medical Capabilities.
- Operational Scope:
  - High-Risk Warrants,
  - SWAT Callouts,
  - Dignitary Protection, and
  - Special Events.
- Led by Unmatched Experience.

Apparatus Update



The Jupiter Fire Rescue Department remains **ON SCHEDULE AND ON BUDGET.**

Polco

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Jupiter, FL

The National Community Survey™

2025 Results

The NCS™ Facets of Community Livability

THE NCS™
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in Jupiter

The NCS™ for Jupiter, FL

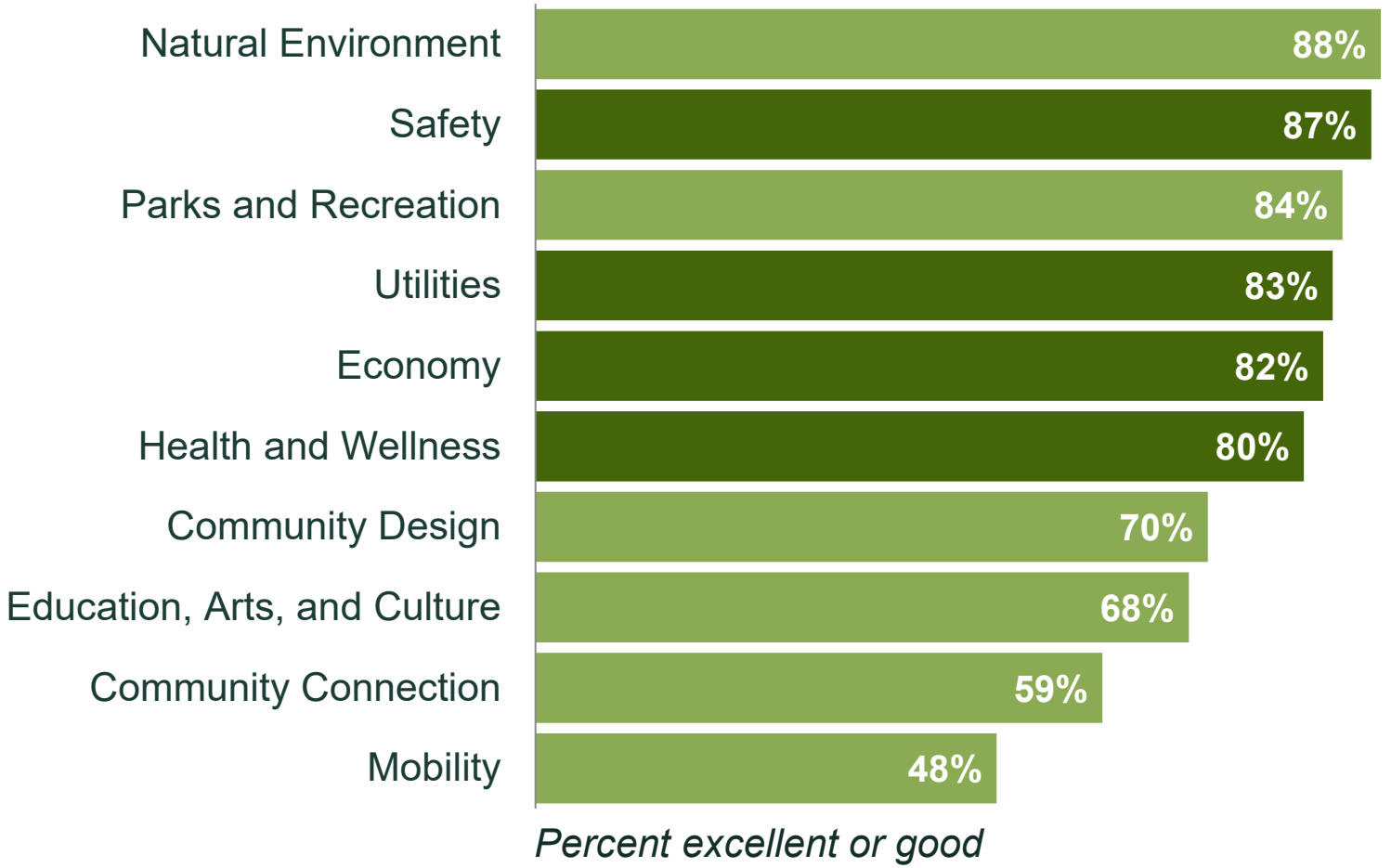
- Ninth time conducting The NCS (2011, 2013, 2015, 2016, 2017, 2019, 2021, 2023, 2025)
- Survey conducted from October 17, 2025 – December 15, 2025
- Mailing approach employed:
  - Probability-based sample of 3,000 randomly selected households
  - 368 total responses received
  - Results statistically weighted to reflect Jupiter overall
  - 95% confidence interval with a +/- 5% margin of error
- Non-probability, open-participation survey: 79 responses

Overview of Survey Results

Facets of Community Livability: **Quality**

National Benchmark Comparisons:

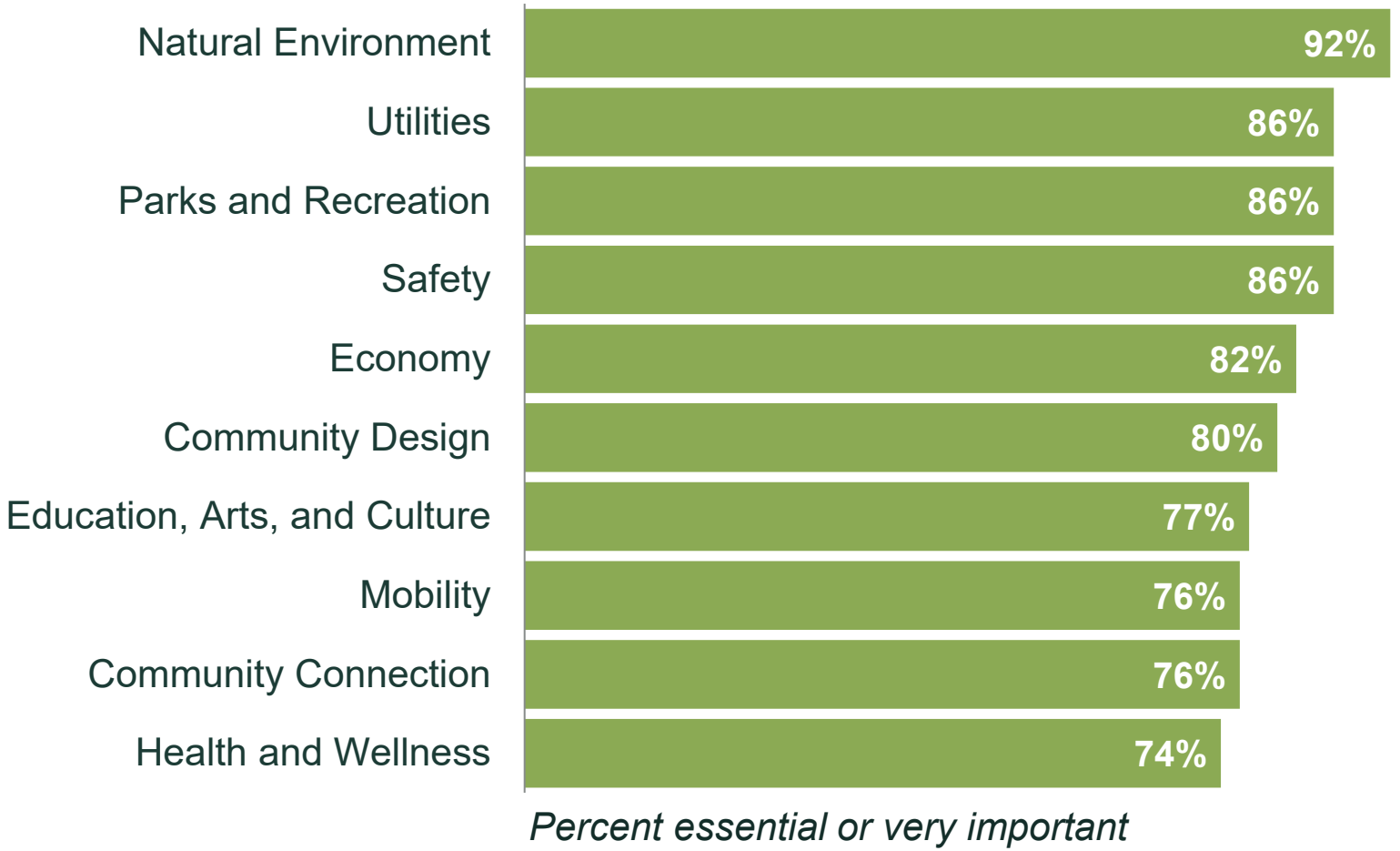
- Higher
- Similar
- Lower



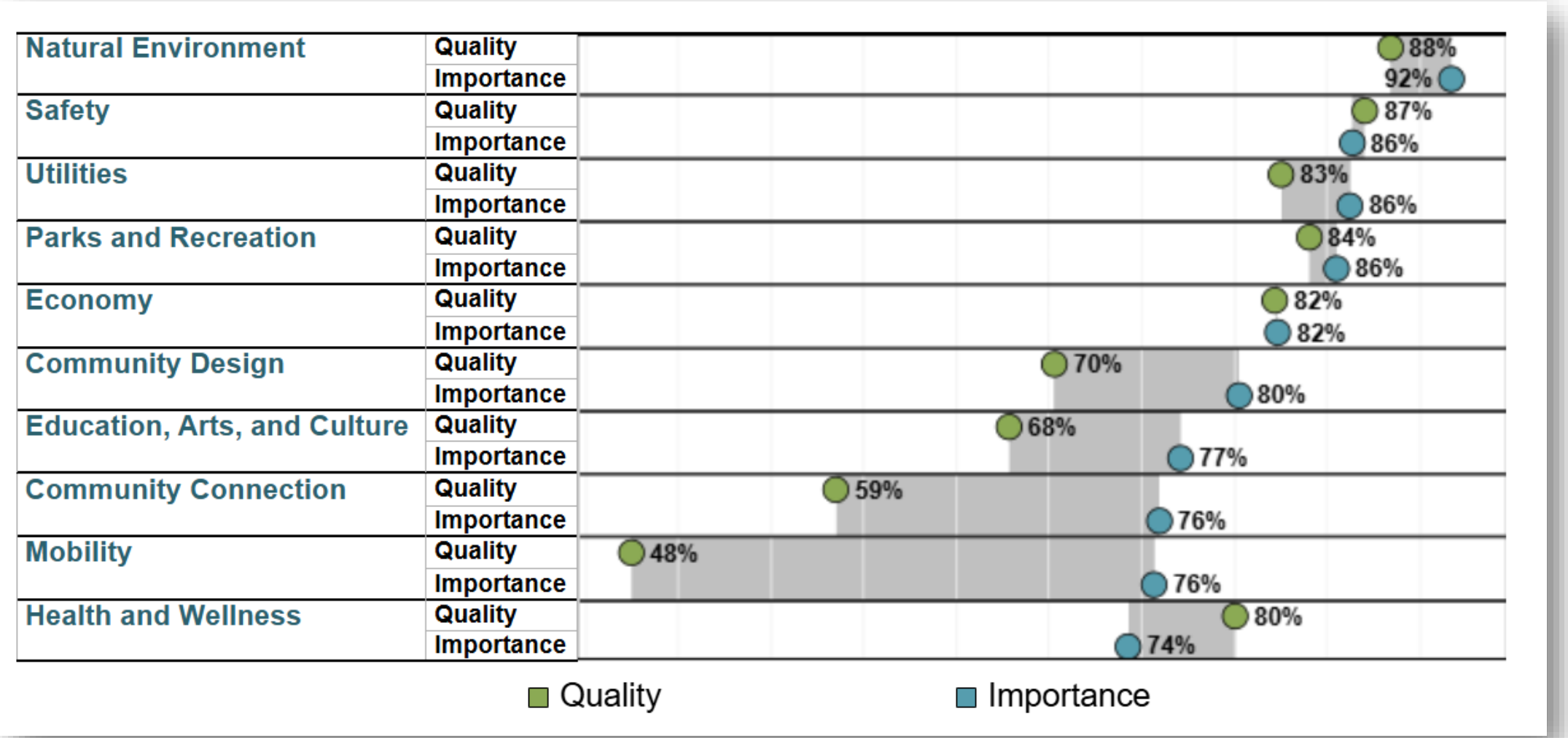
Facets of Community Livability: **Importance**

National Benchmark Comparisons:

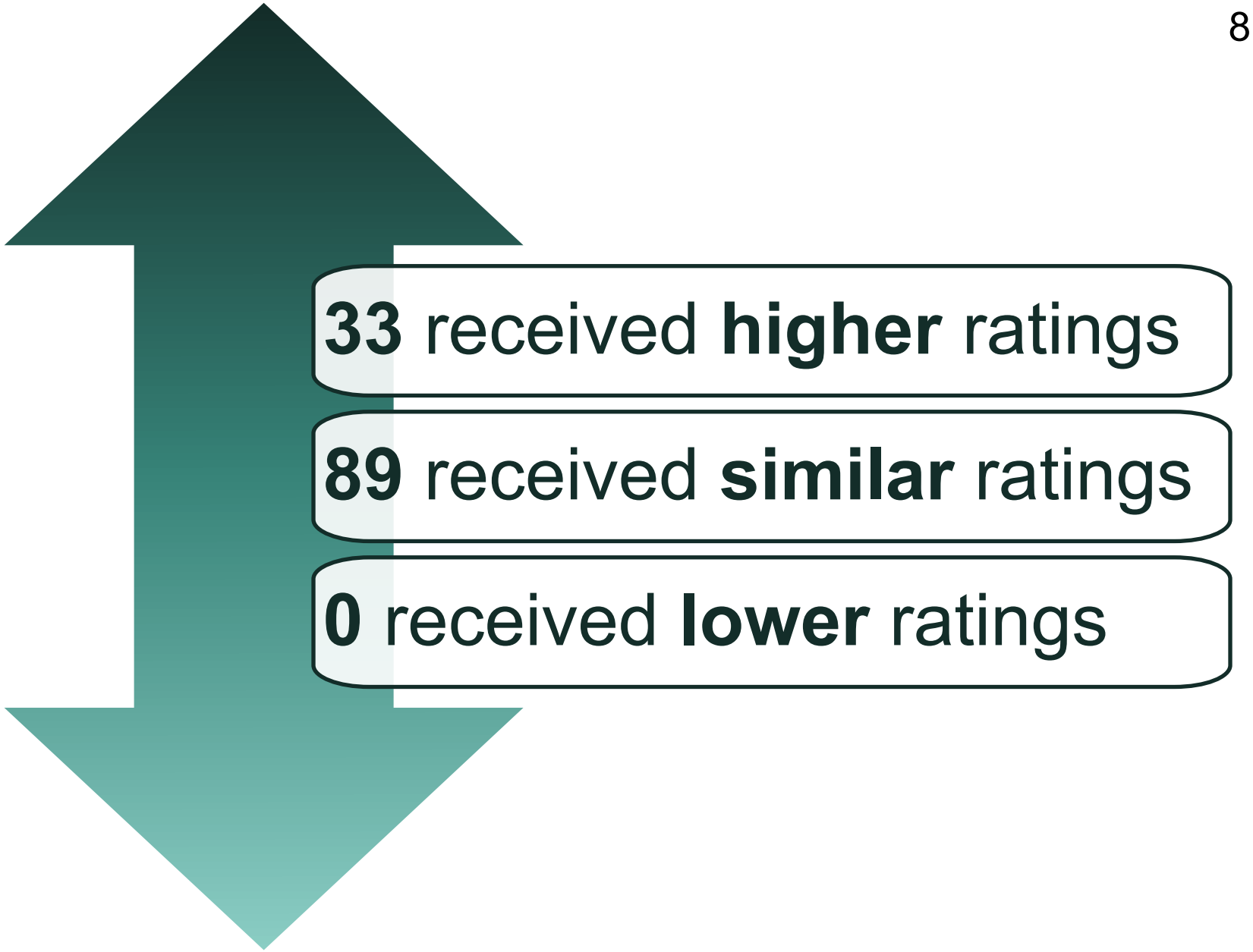
- Higher
- Similar
- Lower



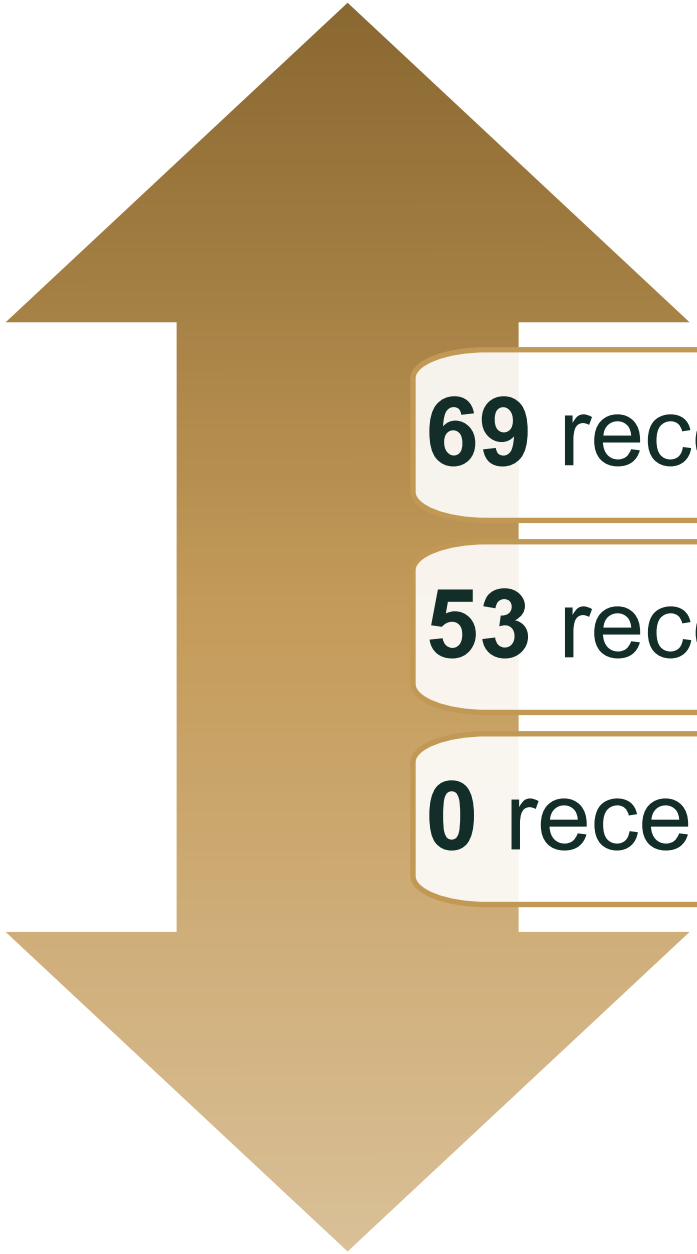
Balancing Quality and Importance



Comparisons to National Benchmarks



Comparisons to Custom Benchmarks



69 received **higher** ratings

53 received **similar** ratings

0 received **lower** ratings

Comparisons to Previous Survey (2023)

12 received **higher** ratings

104 received **similar** ratings

6 received **lower** ratings

Key Findings

Overall Community Quality

About

9 in 10

residents gave **excellent** or **good** ratings to:

- **Jupiter as a place to live (93%)**
- Jupiter as a place to raise children (87%)
- **The overall quality of life in Jupiter (93%)**

9 in 10 residents

- Plan to remain in Jupiter for the next five years (92%)
- Would recommend living in Jupiter to someone who asked (89%)

Custom Benchmark

Higher than

Safety in Jupiter

Please rate how safe or unsafe you feel:

National Benchmark Comparison

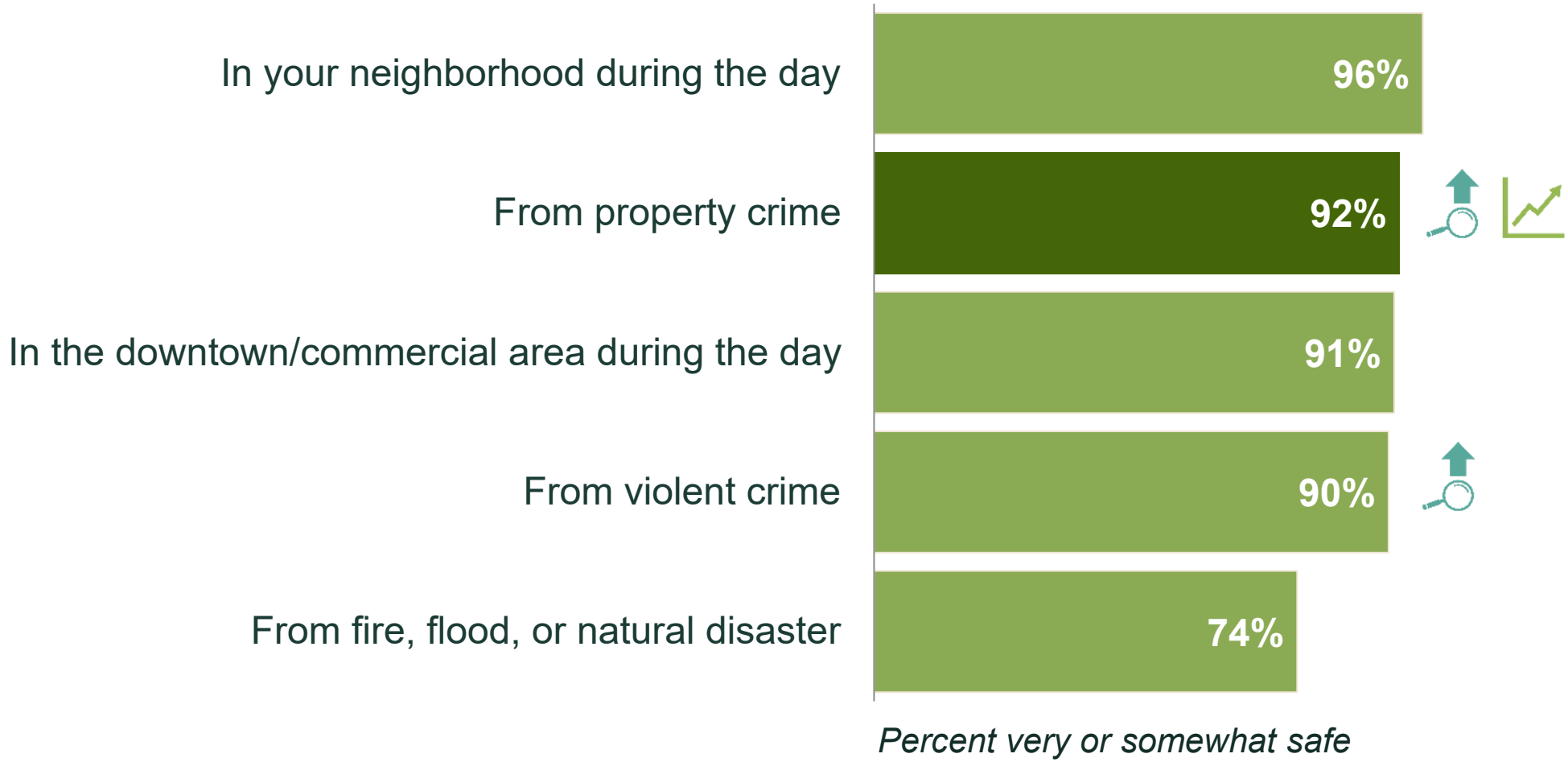
- Higher
- Similar

2025 vs 2023:

Increasing

Custom Benchmark

Higher than



Safety Services in Jupiter

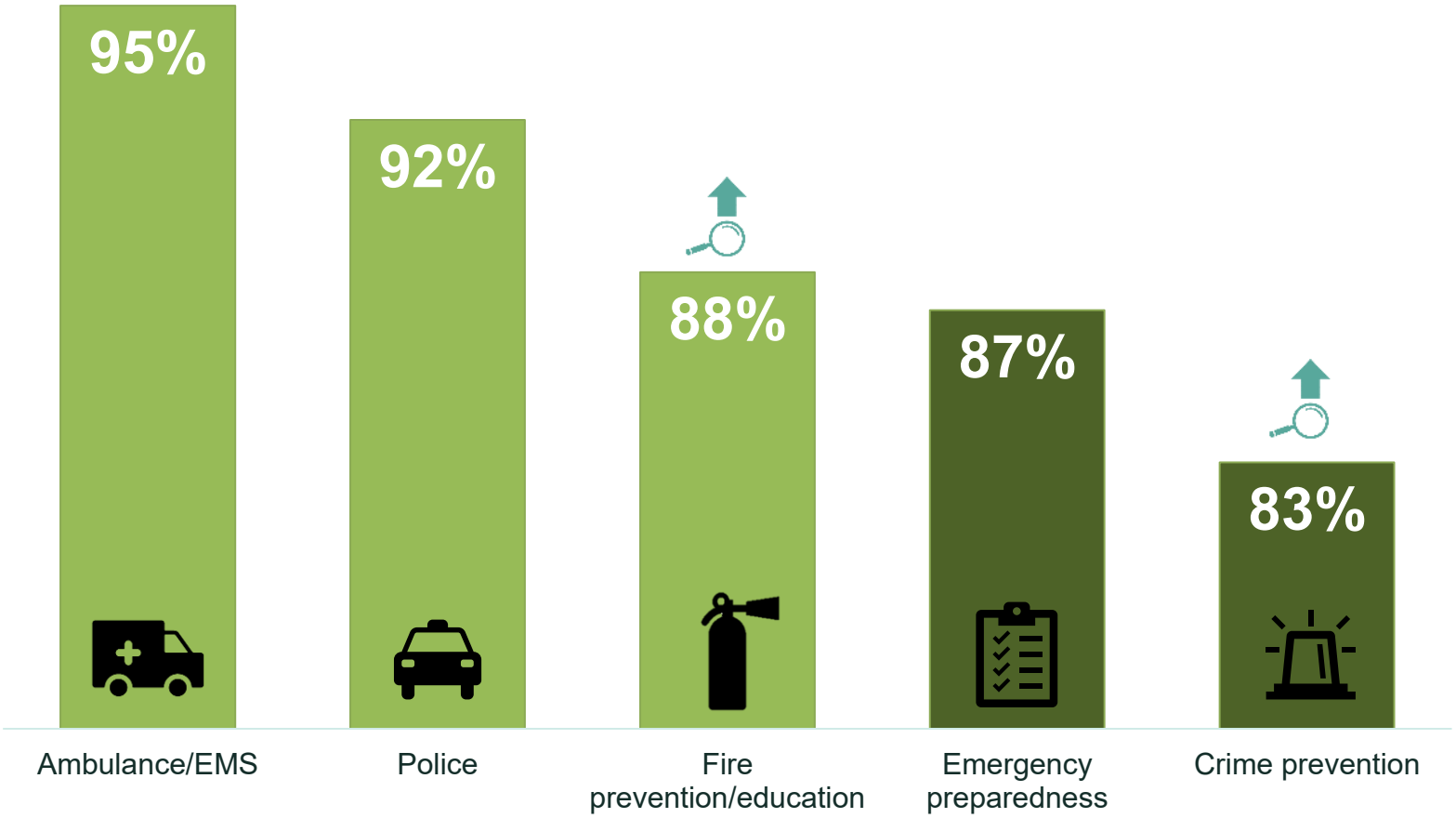
National Benchmark Comparison

- Higher
- Similar

Custom Benchmark

Higher than

Please rate the quality of the following services in Jupiter.



Percent excellent or good

The Economy in Jupiter

Please rate each of the following in the Jupiter community:

National Benchmark Comparison

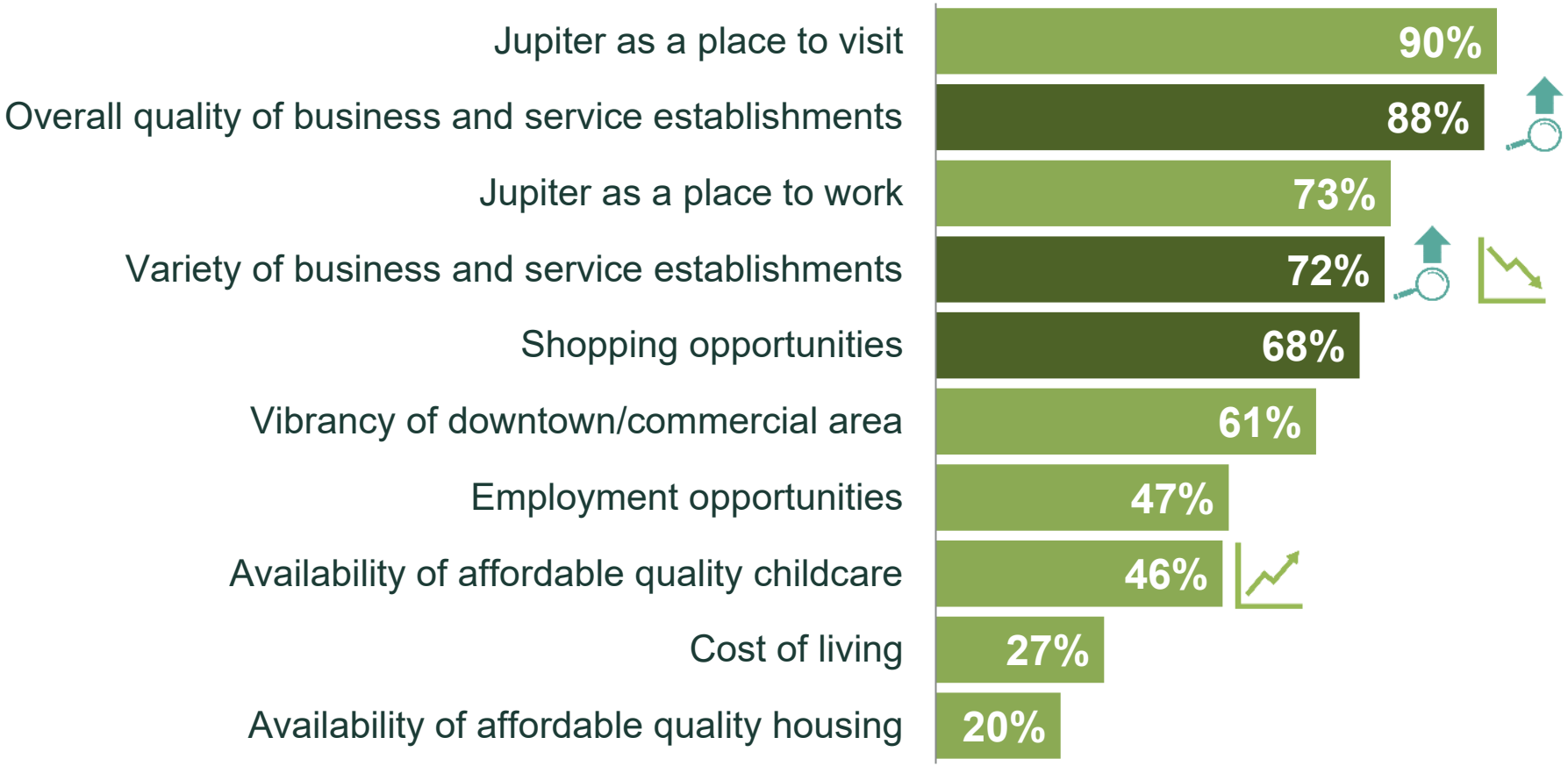
- Higher
- Similar

2025 vs 2023:

Increasing/Decreasing

Custom Benchmark

Higher



Natural Environment in Jupiter

Please rate each of the following in the Jupiter community:

National Benchmark Comparison

- Higher
- Similar

Custom Benchmark

Higher than

Community Design in Jupiter

Please rate each of the following in the Jupiter community:

National Benchmark Comparison

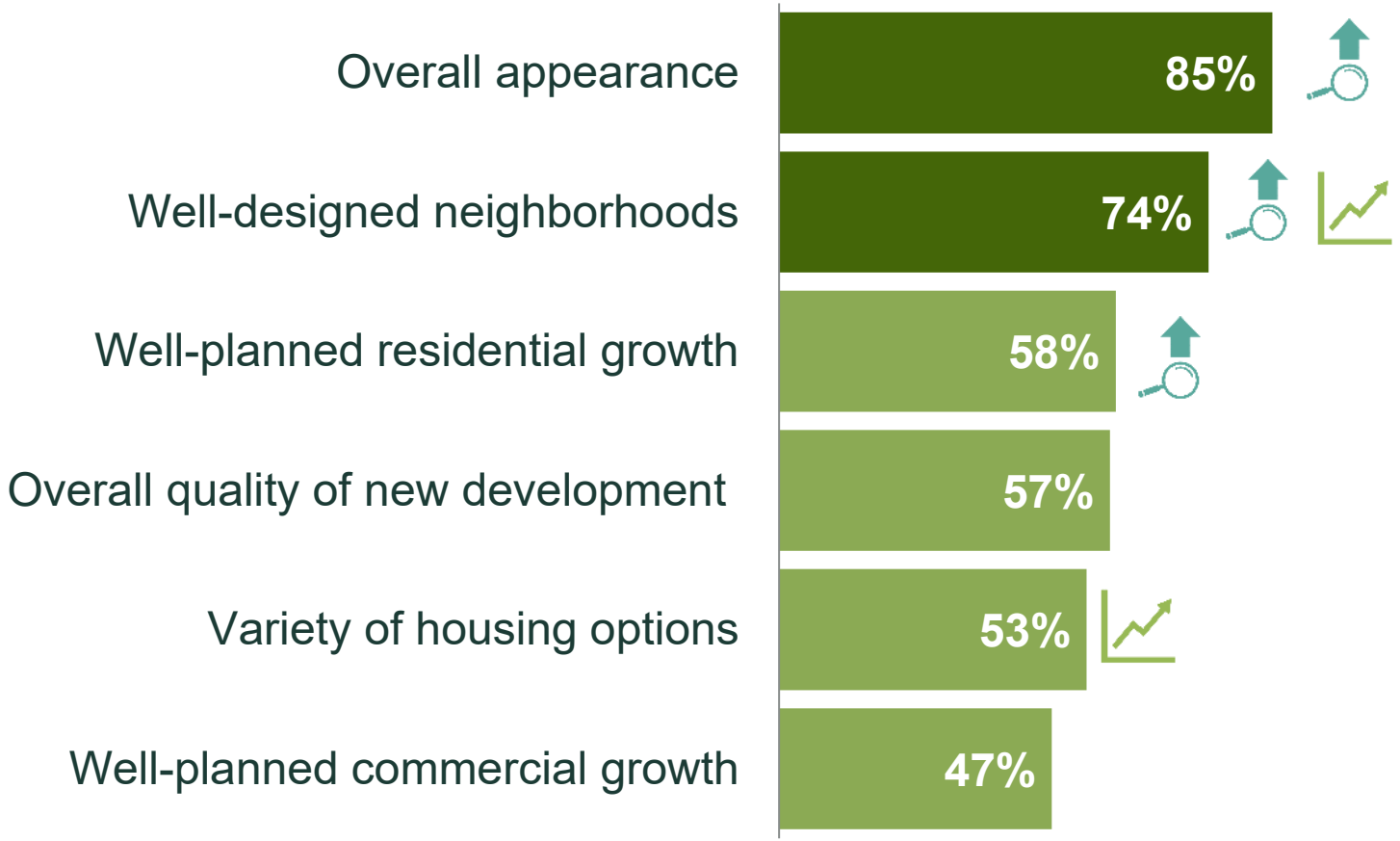
- Higher
- Similar

2026 vs 2023:

Increasing

Custom Benchmark

Higher than



Mobility in Jupiter

Please rate each of the following in the Jupiter community:

National Benchmark Comparison

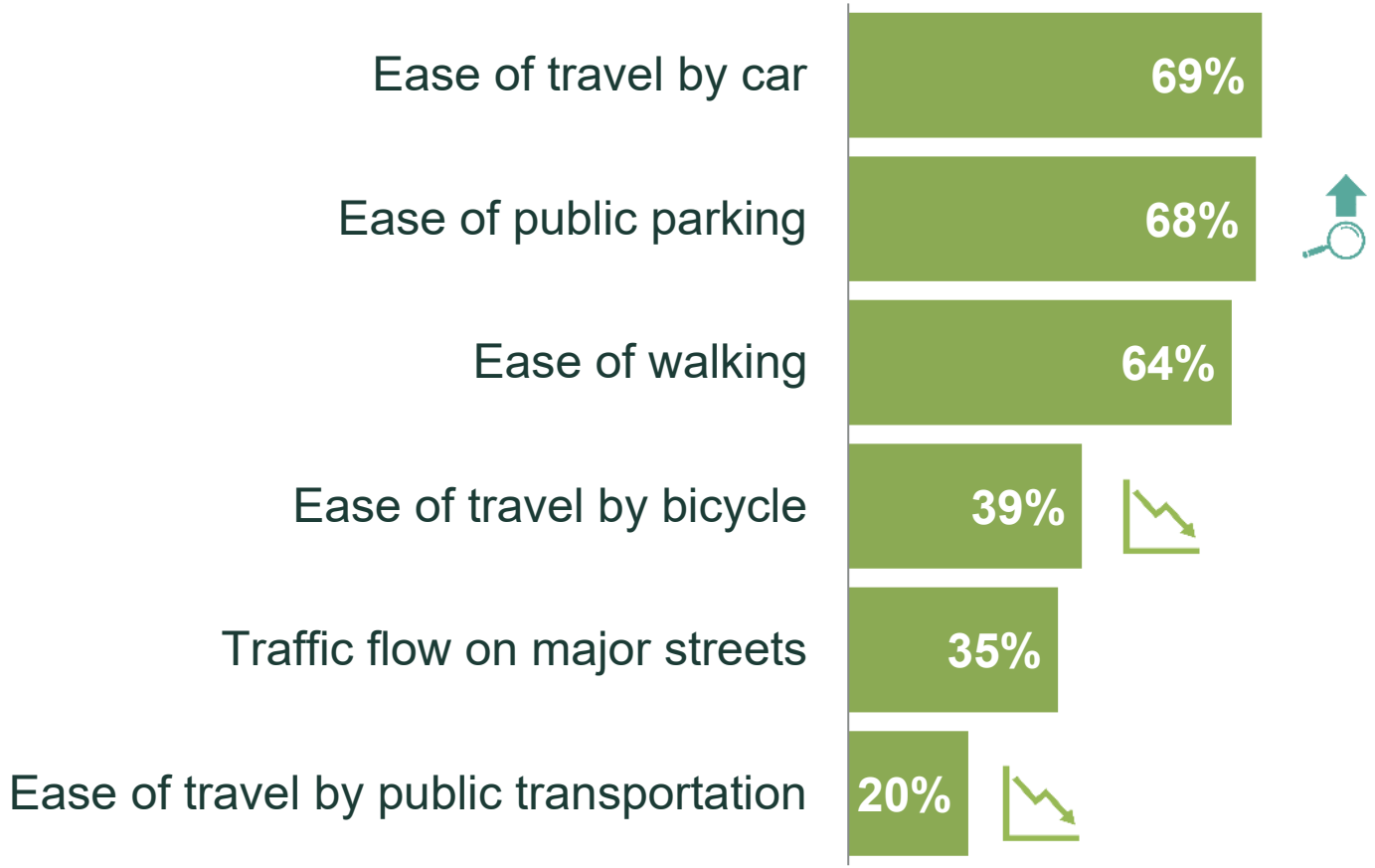
Similar

2026 vs 2023:

Decreasing

Custom Benchmark

Higher than



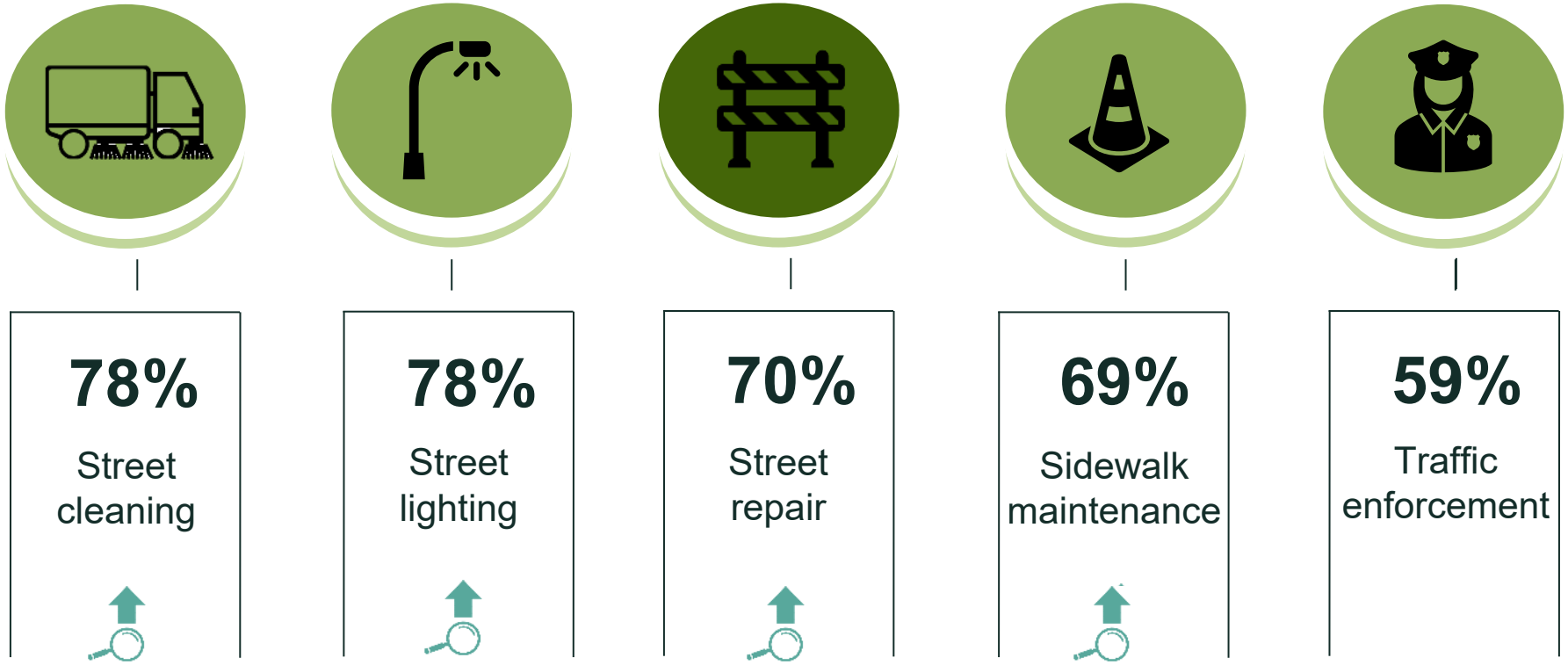
Mobility Services in Jupiter

National Benchmark Comparison

- Higher
- Similar

Custom Benchmark

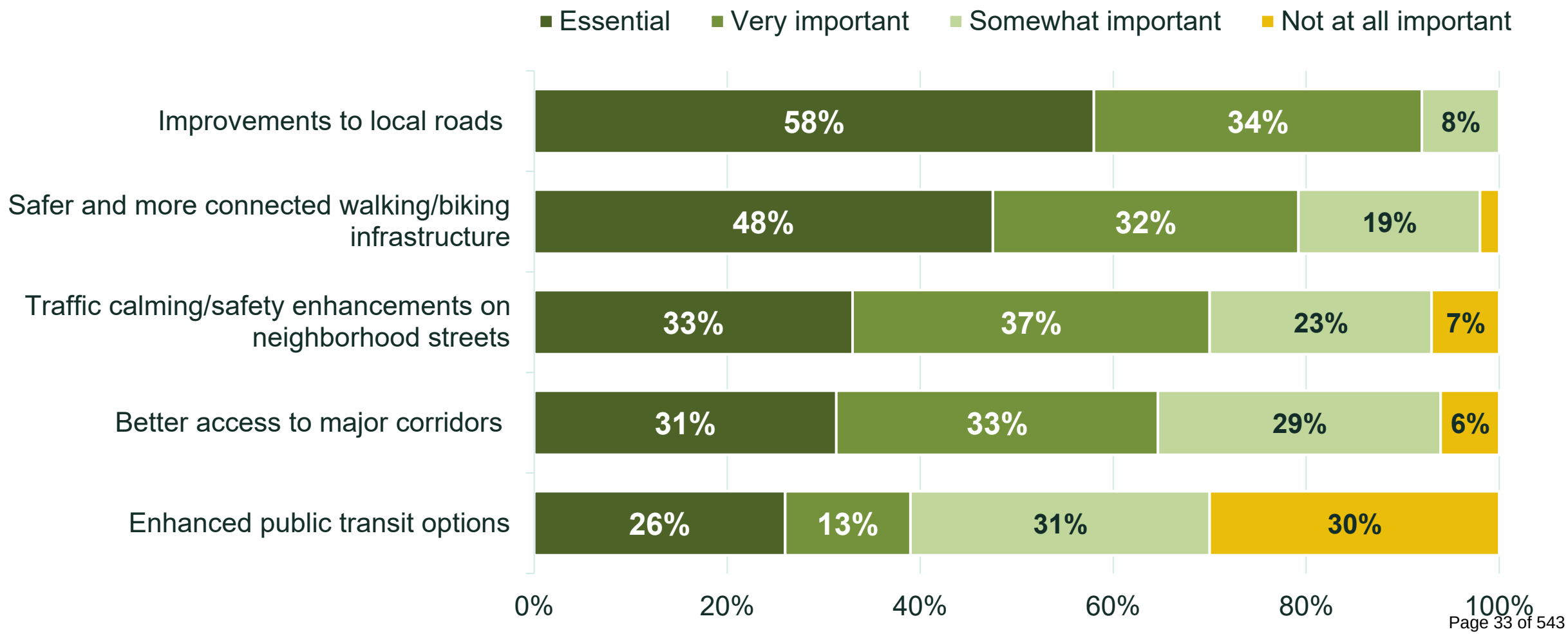
Higher than



Percent excellent or good

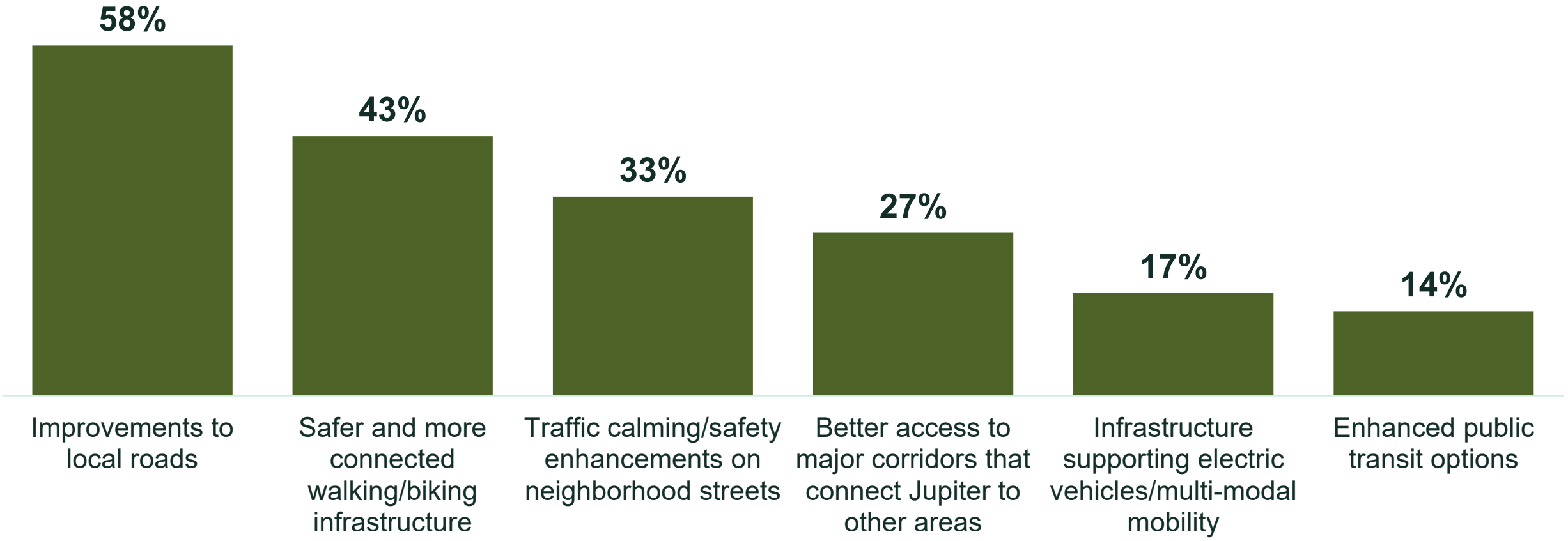
Transportation Improvements

Please rate how important, if at all, you think it is for Jupiter decision-makers to consider the following transportation improvements in the next 5-10 years as part of the Palm Beach County's Transportation Master Plan.



Transportation Priorities

Please select your top two (2) priorities that you would like Jupiter decision-makers to consider when reviewing the following potential transportation improvements in the next 5-10 years as part of the Palm Beach County's Transportation Master Plan.



Summary of Conclusions

- ✓ Quality of life is high.
- ✓ Residents feel safe.
- ✓ Affordability has challenges.
- ✓ Jupiter's natural environment and parks and recreation system both shine.
- ✓ Jupiter residents were proud of their community's design.
- ✓ Car travel is working, but alternative transportation saw downward trends.

Questions?

Thank you!

Sonya Wytinck
EVP of Data & Insights
Polco/National Research Center
sonya@polco.us

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 3, 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.

PROCLAMATION

1. Bicycle Month — March 2026.

Mayor Kuretski presented the proclamation to Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning and Chair of the Vision Zero Advisory Committee (VZAC); Mr. George Dzama, Director of Engineering and Public Works; and Police Chief Don Hennessy.

Ms. Thoburn expressed her appreciation on behalf of the Planning and Zoning, Engineering and Public Works, and Police Departments.

CITIZEN COMMENTS

Ms. Linda McDermott, a resident of Chadwick Drive, discussed the fire assessment fee and requested that an example of the methodology be included for public reference. She also expressed her appreciation for the detailed presentation.

Mr. Scott Gilow, a resident of Main Street, expressed his concerns regarding parking in Abacoa, particularly during special events, and how it impacted local businesses and residents.

MINUTES

2. February 17, 2026, Town Council Meeting Minutes.

Councilor Choy moved to approve February 17, 2026, Town Council Meeting Minutes; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items

unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

- Councilor Choy and Councilor Sundstrom pulled Item 4.
- Mayor Kuretski pulled Items 4 and 8.

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

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

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.

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

B. Ordinance 13-26, Second 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, Second Reading, Correction relating to the Police Officers Retirement Fund Pension Ordinance.

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

PUBLIC BUSINESS

4. Adopting the 2026-2028 Strategic Plan. **MOVED TO REGULAR AGENDA**

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. **MOVED TO REGULAR AGENDA**

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

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

4. Adopting the 2026-2028 Strategic Plan.

Councilor Sundstrom expressed concerns regarding the inclusion of Suni Sands items in the Strategic Plan (Plan), on page 23, Historic Preservation. She thought it was premature to include these items in the Plan, since the Town currently did not own the property. She recommended striking the language and emphasized the need for neutrality and adherence to the public process. She supported adding some of the items later to the Plan after the process had been completed. Councilor Choy and Vice-Mayor Delaney supported this recommendation.

Councilor Choy requested to amend bullet point five on page 10, Strong Local Economy, to add a sentence at the end of the bullet point. She stated the sentence would read “The Housing Trust Fund was created to support local businesses and their workforce.” There was discussion about a roundtable discussion, the possibility of an action item, or a new initiative. Councilor Choy confirmed she was open to other options but wanted to see something in the Plan.

There was continued discussion on holding a roundtable, including the item in the Plan or adding the roundtable as an action item in the Plan. Mayor Kuretski noted consensus to hold a roundtable discussion and past practices. Councilor Sundstrom supported adding an action plan to conduct a roundtable. There was a consensus of the Council in supporting the action plan to conduct a roundtable.

Mr. Kitzerow, Town Manager, asked for clarification on whether the Strategic Plan needed to come back to Council after the additional changes are made. There was a consensus that it likely did not need to come back.

Mayor Kuretski circled back to discuss the Suni Sands matter. To not miss an entire funding cycle, he noted that he had asked for a conceptual scope and budget to be added for Suni Sands. He did not support removing the Suni Sands items as requested by Councilor Sundstrom but was open to amending them.

Mayor Kuretski next expressed concern regarding funding for Phase I and Phase II for the Vehicle Maintenance Facility and the Administrative Facility that was requested to be added by Councilor Guisinger at the previous meeting. Mayor Kuretski noted he could not support Phase II without knowing how Phase I was going to be funded.

Councilor Sundstrom supported amending the language to allow for flexibility. Mayor Kuretski stated that with the uncertainty of funding in the upcoming fiscal year due to State matters, and with the estimated costs of the facilities, he wanted to make sure putting the items in the Plan was not interpreted as it becoming a priority.

Councilor Guisinger commented that he wanted to make sure that what is completed is affordable and was supportive of separating out Phase I and Phase II but wanted the project to start this year. Councilor Sundstrom, Choy, and Vice-Mayor Delaney agreed. It was determined that during the budget process the Council would determine what would be scheduled for completion at that time.

Mayor Kuretski reviewed the requested changes. For the Vehicle Maintenance Facility there was consensus to add “Subject to Funding” to the item. There was also consensus to add the roundtable discussion for the Housing Trust Fund.

There was further discussion on the Suni Sands items. Councilor Sundstrom reiterated her concern about adding the items prematurely and requested that they allow the matter to go through the public process first. Mayor Kuretski reiterated that his request was for conceptual information to be included in the Plan. There was discussion about including language referring to conceptual concepts and steps, due diligence, and possible purchased property.

Councilor Guisinger expressed a desire to see language to ensure the Town is not caught behind and wanted to ensure possible savings if projects were completed in conjunction with the developer once the matter is settled.

Councilor Sundstrom clarified that she would be open to amended language for the first Suni Sands item, but would like to see the second item removed, and she wanted anything referencing “town owned” to be removed. She was agreeable to adding “conceptual” terms.

There was continued discussion on the necessity to start having conversations about the plans for the Suni Sands Property, and the timing of those discussions. Councilor Sundstrom preferred to wait for discussions until after the property had been acquired. Vice-Mayor Delaney and Councilor Choy agreed. Mayor Kuretski and Councilor Guisinger were in favor of having discussions simultaneously as the settlement/sale proceeded.

Mr. Hoffman, Senior Director of Community Services, confirmed that the direction from Council was to amend the language in the first Suni Sands item to remove “town owned,” to strike the second Suni Sands item, and to create a new action plan revolving around a conceptual design for stabilization.

It was agreed that the Plan did not need to come back to Council for further review.

Councilor Sundstrom moved to approve the 2026-2028 Strategic Plan, as amended; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
No	Yes	Yes	Yes	Yes

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.

Mayor Kuretski stated that he did not support the contract award and expressed his concerns regarding the Town’s current procurement process. Mayor Kuretski noted that the consultant, which the Town had been using for the last decade, had increased their hourly rate by 33%.

Councilor Sundstrom inquired how long the current hourly rate had been in place and what the rate was. Mr. John Sickler, Planning and Zoning Director, responded that the hourly rate was $75 dollars and had been in effect since 2023.

Councilor Sundstrom next asked why a Request for Qualifications (RFQ) had been used and why cost was not listed as a selection criterion. Mr. Scott Reynolds, Director of Finance, explained that the RFQ was for professional services and that Staff had followed the Consultants' Competitive Negotiation Act (CCNA), under which cost could not be used as a ranking factor for selection.

Mr. Baird, Town Attorney, clarified that under Florida Statutes Chapter 287, municipalities were permitted to select professional services for architects, landscape architects, surveyors and engineers based on qualifications rather than cost. There was discussion regarding the selection of archaeologists under the provision.

Councilor Sundstrom asked whether the Town could select multiple firms based on qualifications and then consider cost at a second level. Mr. Reynolds stated that Staff would have to notify firms upfront if multiple selections would be made. Councilor Sundstrom asked if it would be an issue to always select more than one firm to allow further discussion on cost. Mr. Reynolds explained that the Town would first have to select multiple firms, enter contracts with them, and then choose a consultant for each specific project as needed.

Mayor Kuretski expressed his disapproval of the current process and stated that when costs were not considered during the selection process, decisions could rely more heavily on personal knowledge and judgment, which could influence who was selected. Councilor Sundstrom expressed concern about implying that the process was being influenced and noted that the Town is bound by statutes and in some instances, cost cannot be a factor.

Councilor Sundstrom expressed a desire to see multiple firms awarded contracts moving forward in the procurement process where it might be allowed to be more beneficial for the Town. Mr. Reynolds noted that Staff would look at adding that to the updated procurement policy.

There was additional discussion on the CCNA provision in Chapter 287. Discussion took place on the necessity to move forward with the current contract. Mr. Sickler explained that there was urgency in the matter, as the Town was currently out of contract. Vice-Mayor Delaney suggested that Council approve the contract and revisit the bidding process later.

Mayor Kuretski clarified his earlier comments regarding the consideration for existing consultants and the impact of prior history and knowledge when cost is not a factor. He noted he would always object when cost is not considered.

Councilor Sundstrom noted that Florida Statutes sometimes dictates the required process and that Staff should not be criticized for following those requirements. Vice-Mayor Delaney noted that the public sector was required to follow specific standards that did not always apply in the private sector. Mayor Kuretski commented that the public sector was no less responsible for spending money prudently.

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

Kuretski	Delaney	Choy	Guisinger	Sundstrom
No	Yes	Yes	Yes	Yes

REGULAR AGENDA

PUBLIC HEARING

At the request of the Applicant, all items related to the Beacon Park Project were Postponed to the March 17, 2026, meeting.

10. 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.

Ex Parte Communications:

- Mayor Kuretski had spoken with the Town Manager.
- Vice-Mayor Delaney had met with Staff.
- Councilor Sundstrom had met with Staff and drove by the site.

The Town Clerk swore in four people.

Mr. Garret Watson, Principal Planner, provided a summary of Phase I and Phase II for the Project, which were approved in 2024, and reviewed the proposed amendment to Phase II being considered. He also noted what would be presented at upcoming Town Council meetings for the final phases, including approval of the FIND grant. Mr. Watson continued his presentation and reviewed the Planning and Zoning Commission's recommendation of approval.

Councilor Guisinger asked if the overlook area would include benches for the public. Mr. Watson responded that the current design plan does not include benches, but they could be added if the Council desired. Councilor Guisinger noted he would like to see them included. He also inquired about the timing of the pavilion, and Mr. Watson noted that it would be part of a later Phase, unless it was decided differently as part of funding.

Vice-Mayor Delaney inquired about moored vessels in the area and the necessity for them to be removed. Mr. Watson confirmed that vessels would not be able to be moored within 150 feet of the public facility.

Mayor Kuretski asked if seagrass informational buoys could be included in the permit application for the dock. Mr. Watson confirmed they could, and that grant funding could also be pursued to install them.

Councilor Guisinger moved to approve Resolution 38-26; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

ROUNDTABLE

12. Fire Non-Ad Valorem Assessment Discussion.

Mr. Scott Reynolds, Director of Finance, introduced Ms. Sandra Neubarth, the Town's Consultant from Accenture, and acknowledged Mr. Thomas Gates, GIS Manager, JFRD Chief Darrel Donatto and Team. Mr. Reynolds noted that the Town had received questions from residents, and he hoped that the presentation would answer those questions.

Mr. Reynolds presented the Fire Non-Ad Valorem Assessment presentation, which included: an overview; explanation of Ad Valorem vs Non-Ad Valorem assessment; explanation of Non-Ad Valorem fire assessment (excluding EMS services); historical fire protection call data from 2022, 2023 and 2024; cost apportionment (based on square footage); current vs proposed funding for JFRD (Option 1 – Fire Assessment; Option 2 – Millage increase); summary of savings (projected overall budget savings of $9,830,198); advantages and challenges; other Palm Beach County municipal fire assessments; policy direction, including possible exemptions; and next steps.

Mayor Kuretski clarified that this was the first time the Council would begin the process of making rate budget decisions for the Fire Department. He stated he was pleased that projected savings appeared to exceed prior commitments.

Mayor Kuretski noted that when the Palm Beach County (PBC) assessment for 2026 was received, it was $1.8 million higher than earlier assumptions. He asked whether the upside tax collection was still being swept, which would amount to an additional

$1.3 million. He explained that the budget was prepared using 95% of the projected tax revenues, as required by the State. He added that the Town had always collected more revenue than projected and remained in good financial condition.

Mayor Kuretski further stated that the Town had learned that PBC could utilize CRA funds while the Town could not. He suggested reconciliation should be considered, as it was not anticipated that revenues would come in under the CRA minimum. He emphasized that the Council should provide policy direction to address the issue in the assessment.

Mayor Kuretski discussed transport fees and asked whether they were consistent with those used by PBC. Mr. Reynolds confirmed that they were. Mayor Kuretski stated that the Council could make decisions regarding the transport fees annually. He thanked Staff for their work and asked whether the Town was bound by the complete study. He noted that some municipalities structured assessments by dwelling units, and the Town had not adopted that approach to remain mindful of lower-income residents. He also referenced the senior exemptions previously enacted by the Town, noting that several components would ultimately become Council policy decisions.

Mayor Kuretski also inquired whether the Town was required to maintain the current residential spread rate or whether adjustments could be made. Ms. Neubarth responded that assessments are typically based on dwelling units; however, the Town has a wide range of home sizes. The breakdown was as follows:

- 1 unit is approximately 43,290 square feet
- 20% of homes are under 1,500 square feet
- 50% are approximately 3,000 square feet or less
- 24% are between 3,000 and 6,000 square feet
- 5% exceeded 6,000 square feet

Mayor Kuretski asked whether square footage calculations were gross square footage that included garages and porches. Ms. Neubarth confirmed that the figures included all areas under roof, regardless of air conditioning or not. Mr. Reynolds and Ms. Neubarth confirmed those numbers were from the Palm Beach County Property Appraiser’s Office.

Councilor Guisinger asked why 15% was considered a reasonable assessment rate. Mr. Reynolds explained that the 15% figure was selected because it would have a minimal financial impact on residents while helping to cover the debt service the Town was facing. He added that the Council would have the flexibility to adjust the percentage in the future if necessary.

Councilor Guisinger asked whether the historical call data had come from PBC, and whether they had separated out Emergency Medical Services (EMS) and fire calls in the data, and whether there was any uncertainty associated with the figures provided. Mr. Reynolds stated that they were very confident in the data that had been received. He explained that, moving forward, Fire Chief Donatto and his Staff

would be responsible for collecting and providing the data, at which point it would become the Town's official data. He further noted that every three to five years, Staff would bring the information back to Council for review.

Councilor Sundstrom asked whether there were specific details about the type of calls being represented. Fire Chief Donatto clarified that the reported figures reflected fire-related calls only, not EMS responses. He also explained the distinction between fire calls and public assist calls that don't require medical care. Councilor Sundstrom asked whether the numbers represented each time the truck left the station. Chief Donatto confirmed that the count included each time the truck responded to a call and arrived on scene.

Mayor Kuretski inquired about nursing homes and their impact on service demands. Fire Chief Donatto responded that JFRD would work to reduce service-related calls from those facilities. Mayor Kuretski stated that the Town would collaborate with them to help lower associated costs. Mr. Reynolds added that different tiered rates were available to help address and correct those calls.

Councilor Sundstrom stated that it would be helpful to provide a few examples on the Town's website to assist residents in understanding the proposal. Mr. Reynolds noted they would share the tier rate structure to help residents.

Vice-Mayor Delaney asked why the rate was set at 15% and whether that percentage could be adjusted. Mr. Reynolds responded that the Town had the authority to generate more than $16 million, representing 100% of the allowable amount. He explained that there was no current need to exceed 15%, but Council could reevaluate the percentage in three to five years.

Vice-Mayor Delaney also inquired whether the CRA funds would be pulled directly. Mr. Reynolds stated that if Council chose to implement the non-ad valorem assessment, the $2.1 million of the assessment portion could be allocated to support the Fire Department. He further noted that ad-valorem funds would remain in the CRA trust fund.

Councilor Choy complimented the report and asked whether condos and single-family homes were being evaluated differently. Ms. Neubarth explained that PBC data was used, with square footage provided for each condo unit. She noted that if the Council decides to move forward, a public notice would be sent to every property owner 20 days prior to the first public hearing, and that the notice would provide information about the process and opportunities to address any concerns.

Councilor Sundstrom stated she lives in Abacoa and asked if her assessment was just for her house or did it include a portion of the club house. Ms. Neubarth said Councilor Sundstrom was speaking about common element parcels that would not get assessed.

Councilor Choy inquired whether accessory dwelling units are taxed separately and if they were reflected on the tax bill. Ms. Neubarth explained that units with measurable square footage are taxed, while miscellaneous units, such as a shed,

would not be captured. Structures such as pool houses would be included.

Councilor Choy asked why the next review would not take place for another three to five years. Mr. Reynolds stated that at least three or more years of data is needed to conduct a meaningful analysis.

Mayor Kuretski inquired further about the public notice. Mr. Reynolds responded that the process was the same process done when the Town conducted the vegetative cleaning notifications. Ms. Neubarth mentioned it would also be included on the TRIM notice, which is required by law.

Mayor Kuretski clarified that the 15% allocation for the CRA was intended only for fire-related costs. He noted that this 15% would cover roughly half of the costs, but the actual impact may vary because of ad-valorem formulas. He mentioned that he needed further clarification on the difference between the gross square footage and the air-conditioned space and asked if this discrepancy could be reviewed. He also noted that parking garages were not taxable. Ms. Neubarth stated that all buildings were included. Some parcels are mixed-use, so they would need to distinguish between industrial versus commercial portions. There was discussion on garages and those that don't pay ad valorem taxes.

Vice-Mayor Delaney asked the Mayor if he had concerns about condos. Mayor Kuretski replied he was focused on consistency and not condos specifically. Mr. Reynolds emphasized that the data is for the entire structure, not just parts.

Mayor Kuretski requested additional information on air-conditioned areas. Ms. Neubarth clarified that while that information is available, it does not necessarily reflect all areas receiving fire services. She also explained that National Fire Protection (NFP) standards are used to develop service tiers and ranges.

Councilor Sundstrom appreciated that the Town accounts for property diversity, noting that other municipalities might not. Mr. Reynolds stated information on ranges would be provided to the Council and made publicly available on the Town's website.

Mayor Kuretski addressed the policy direction and clarified that the Council's role is limited to acting on information from the study. Mr. Reynolds recommended the same.

Mr. Reynolds provided a timeline of when Staff needed direction from Council, noting that a decision will need to be made by July if the Town wants to move forward with the next steps for the fire assessment. Mayor Kuretski emphasized that June 26 is critical for public notices to be mailed and published, and Mr. Reynolds confirmed.

Councilor Guisinger asked if Staff needed immediate direction on Option 1 versus Option 2 to prepare an Ordinance. Mr. Reynolds responded that immediate direction was not needed, and Staff could continue meeting statutory requirements as a precaution.

Mayor Kuretski asked if Council would need to act in the next few months, and Mr. Reynolds confirmed. Mr. Reynolds stated the Town would have the ability to select Option 1 or 2, but continuing the procedural process would give the Town the option to create an alternative funding source for JFRD.

Mr. Reynolds noted Council had made no final decision and that further discussions would occur during the budget process and public hearings. The procedural process would move forward in order to provide Council options for later decision-making.

Mayor Kuretski asked if procedural process could continue even if Council decided not to move forward, and Mr. Reynolds confirmed it could.

REPORTS

TOWN ATTORNEY:

- 2025 Senate Bill 180 Litigation – Mr. Baird reported that the State's motion to dismiss was granted in part and denied in part, allowing the litigation to proceed. He further reported that discussions have occurred in the House of Representatives regarding 2026 Senate Bill 840. While the Senate had previously advanced the bill without a companion bill in the House, there is now momentum for a companion measure. Mr. Baird noted there is reason for optimism.

TOWN MANAGER:

- Resident Concern – Mr. Kitzerow reported that a resident had reached out to Jupiter Fire Rescue regarding a recent incident. The resident was concerned because during a recent emergency response by Palm Beach County Fire Rescue, while the resident was attempting to thank a responding firefighter, they were told that the level of service would be reduced once operations transitioned to the Jupiter Fire Rescue Department, potentially placing residents at risk. The resident further reported that firefighter provided a piece of literature explaining the firefighter's position regarding service levels. The material distributed was identified as a paid political advertisement, and it appeared it was distributed while the firefighter was on duty and engaged in an official response. Mr. Kitzerow noted that this encounter left the resident feeling unsafe and particularly concerned for other residents who may not understand the political implications and who may be concerned about safety. It was also noted by the resident that the Palm Beach County Fire Rescue personnel had multiple copies of the literature.

  Mr. Kitzerow stated that upon learning about the matter, he immediately started working on it and contacted County Administrator Mr. Abruzzo and followed up with documentation explaining what occurred and provided copies of what was distributed. He acknowledged Palm Beach County Fire Chief Rowley, who was in attendance, and noted that he had responded promptly to discuss the issue and took it very seriously. Mr. Kitzerow conveyed to Mr. Abruzzo and Mr. Rowley the Town's displeasure and disappointment and the concern that the incident may not be isolated. He requested that any residents who may have received similar

materials during a call for service contact the Town. Mr. Kitzerow stated that Chief Rowley assured him that the Department was looking into the matter.

- Summer Camp Registration – Mr. Kitzerow reported that registration for the popular summer camp program took place the previous Saturday. A total of 333 children were registered for the first session, scheduled for June 8 through July 2, and 340 children were registered for the second session, scheduled for July 6 through July 31. He thanked the Parks and Recreation Staff for their work.

- Jupiter Police Department Promotions – Mr. Kitzerow congratulated the Police Department employees on their upcoming Leadership Team promotions, effective March 14, 2026. A formal awards ceremony will be held on Monday, March 16, 2026, at 2:00 p.m. in the Council Chambers. Promotions included:
    - Scott Kimbark to rank of Deputy Chief assigned to the Operations Bureau
    - Joe Coonihan to rank of Major
    - Jason Alexander to rank of Captain
    - Matt Owen to rank of Sergeant

- E-bike Safe Riding Program – Mr. Kitzerow announced that the Police Department launched a new program aimed at encouraging safe and responsible e-bike riding. Under the program, when a Jupiter Police officer observes an e-bike rider, particularly a young rider, following the rules and riding responsibly, the rider will receive a voucher for a free treat at Bahama Buck's or Annie's Italian Ice. Mr. Kitzerow thanked both community businesses for participating in the program and commended the Police Department for its creativity.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR CHOY:

- E-bikes - Councilor Choy reported that everyone was following the action in Tallahassee closely regarding House Bill 243 and Senate Bill 382 and expressed hope that the legislation would support the measures being implemented in Jupiter. She noted that e-bike safety has become a significant issue nationwide and everyone is waiting for positive information from the Legislature.

- Read for the Record – Councilor Choy shared that she and Councilor Sundstrom participated in reading to students at local schools. She was grateful for the opportunity to represent the Town, and she looked forward to participating again next year. She noted that future participation could potentially be expanded to include Fire and Police.

VICE-MAYOR DELANEY:

- JFRD – Vice Mayor Delaney commented on the Town's undertaking to establish its own Fire Department and expressed pride that the estimated first-year cost savings is projected to be just under $10 million and how on point the numbers have been.

  Mayor Kuretski added that earlier estimates projected minimum cost savings of approximately $5.5 million, but that they would still need to wait and see.

MAYOR KURETSKI:

- Twenty-Year Anniversary Scripps Facility – Mayor Kuretski shared historical information regarding the twenty-year anniversary of Jupiter being selected to receive the Scripps Florida Facility to launch a Bioscience Cluster, highlighting the significance of the milestone for the Town. He provided an overview of the proposed clusters at the time, with the Scripps facility being the hub at the center, describing potential areas of land, including the cluster five miles out that encompassed the Island Way parcels. He also discussed the bioscience overlay and having met all the State requirements, which allows the Town to now remove parcels from the overlay.

COUNCILOR SUNDSTROM:

- Read for the Record – Councilor Sundstrom noted how incredible the experience was and supported the idea of broadening the scope to include others in the Town.

- Resident Concern – Councilor Sundstrom expressed disappointment regarding the reported actions of the Palm Beach County firefighter and noted she had seen the laminated fliers. She thanked the resident who brought the matter to the Town's attention. She expressed gratitude to JFRD and noted how hard they are working to build bridges in the community. She expressed hope that similar incidents do not occur in the future, noting the impact on residents, Jupiter firefighters and the firefighting profession. Councilor Sundstrom stated there is often confusion about where the Fire Union ends and where the Palm Beach County Fire Rescue begins, and that it would be helpful to have clarification.

COUNCILOR GUISINGER:

- JFRD - Councilor Guisinger expressed gratitude for all that the Town is doing to launch JFRD come October 1.

- E-bike Safe Riding Program - Councilor Guisinger thanked the Police Department for the program, noting it was a great positive reinforcement of correct e-bike safety. He provided a special thanks to Annie's Italian Ice and Bahama Buck's for their participation.

- Rebecca Wilder, Assistant Director, Utilities - Councilor Guisinger commended Ms. Wilder for her receipt of the Town Manager's Award, and all her hard work in leading the Town-Wide Flood Vulnerability Assessment. He thanked Mr. Kitzerow for recognizing her hard work.

MAYOR KURETSKI (Continued):

- Resident Concern - Mayor Kuretski stated appreciation for Mr. Kitzerow's leadership and for the resident coming forward. He expressed great disappointment in what had occurred and the behavior of a public safety professional and hoped that leadership would take care of the matter.

ADJOURNMENT – 9:32 P.M.

_____
Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Infrastructure Element Comprehensive Plan Text Amendment

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Infrastructure Element Comprehensive Plan Text Amendment** - To modify Policy 1.3.13 to adopt by reference the Town's 2025 10-year Water Supply Facilities Work Plan.

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

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

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

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

The Town received "No Comment" correspondence (see Attachment B of staff report) from the Florida Commerce, Treasure Coast Regional Planning Council, and the Florida Department of Transportation. No comments were received from the Florida Department of Environmental Protection, Florida Department of Education, and Palm Beach County. Since the time of the first reading, the South Florida Water Management District (SFWMD) provided a comment (see Attachment C of staff report) they requested be addressed prior to the adoption of the text amendment. The Utilities Director Amanda Barnes has addressed the comment as noted in Attachment D of the staff report and the changes are incorporated into Ordinance 16-26.

TOWN COUNCIL ACTION (FIRST READING):

At their February 3, 2026, meeting, the Town Council voted to unanimously (5-0) **approve** the Amendment to Infrastructure Element Policy 1.3.13 to adopt by reference the Town's 2025 10-year Water Supply Facilities Work Plan (Ordinance #16-26).

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

STRATEGIC PRIORITY
- Fiscal Responsibility
- Manage Growth

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

FUNDING SOURCE
*Funding is not necessary for this request.

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

ORDINANCE NO. 16-26

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#7519770 v1 26503-00001

Hazen

TOWN OF JUPITER

Water Supply Facilities Work Plan 2025 Update

January 2026

Table of Contents

1. Introduction 1-1
1.1 Statutory History 1-1
1.2 Statutory Requirements 1-2
2. Water Service Area Overview 2-1
2.1 Description of Town's Water Supply System 2-1
2.2 Areas of Self Supply 2-2
2.3 Summary of Existing Interlocal Water Supply Agreements 2-2
2.4 Sector Plans 2-2
3. Summary of Existing Water Infrastructure 3-1
3.1 Summary of Existing Water Supply Infrastructure 3-1
3.1.1 Water Use Permit 3-1
3.1.2 Raw Water Supply Wells 3-2
3.1.2.1 Surficial Aquifer Wellfield 3-2
3.1.2.2 Floridan Aquifer Wellfield 3-9
3.1.3 Deep Injection Well 3-12
3.1.4 Surficial Aquifer Recharge 3-12
3.2 Summary of Existing Water Treatment Facilities 3-13
3.2.1 Treatment Losses 3-14
3.2.2 Level of Service Criteria 3-14
3.2.3 Outstanding Compliance Issues 3-15
3.3 Finished Water Distribution System 3-15
3.3.1 Distribution System Interconnects 3-16
3.3.2 Distribution System Water Storage Facilities 3-16
3.3.3 Distribution System Losses 3-17
4. Population and Water Demand Projections 4-1
4.1 Introduction 4-1
4.2 Population Projections 4-1
4.3 Historical Raw Water Used 4-2
4.4 Historical Finished Water Distribution 4-2

4.5 Water Demand Forecast 4-3
4.6 Finished Water Production Capacity is Adequate to Meet Demand 4-6
5. Conservation and Reuse Efforts 5-1
5.1 Conservation 5-1
5.1.1 Conservation Rate Structure 5-1
5.1.2 Water Shortage Restrictions 5-1
5.1.3 Landscape Irrigation Restrictions 5-2
5.1.4 Advanced Metering Infrastructure Project 5-2
5.1.5 Leak Detection Program 5-3
5.1.6 Plumbing Code 5-3
5.1.7 Public Outreach 5-4
5.2 Reuse 5-4
5.2.1 Local Government Specific Actions, Programs, Regulations, or Opportunities 5-4
5.2.2 Local Financial Responsibilities 5-5
6. Regional Issues 6-1
6.1 Introduction 6-1
6.2 Climate Change 6-1
6.3 Saltwater Intrusion 6-1
6.4 Northwest Fork of the Loxahatchee River Minimum Flows and Water Levels 6-4
6.5 Loxahatchee River Watershed Restoration Project 6-5
6.6 Excess Surface Water for Aquifer Recharge 6-5
6.7 Floridan Aquifer Water Quality 6-6
6.8 Changes in the Regulatory Criteria for PFAS 6-6
6.8.1 The PFAS Rule 6-6
6.8.2 SFWMD Position on the PFAS Rule 6-6
6.8.3 Impact of the PFAS Rule on the Town and the Town's Strategy for Compliance 6-7
7. Capital Improvements 7-1
7.1 Water Utility Capital Improvement Projects 7-1
7.2 Work Plan Projects 7-3
8. Goals, Objectives and Policies 8-1

List of Tables

Table 3-1: WUP Source Allocation Limitations 3-1
Table 3-2: Town of Jupiter Surficial Aquifer Supply Wells 3-4
Table 3-1: Injection Well Construction and Operation Details 3-12
Table 3-5: Existing Rated Plant Capacities 3-13
Table 3-6: Level of Service Standards 3-15
Table 4-1: Population Projections for the Town's Water Service Area 4-1
Table 4-2: Historical Combined Raw Water Used 4-2
Table 4-3: Historical Finished Water Production Demand 4-3
Table 4-4: Water Demand Forecast 4-3
Table 5-1: Residential Rate Structure 5-1
Table 5-2: Maximum Flow Rates and Consumption for Key Fixtures in New Construction 5-3
Table 7-1: Fiscal Year 2026-2030 CIP Water Projects 7-1

List of Figures

Figure 2-1: Town of Jupiter Water Service Area 2-1
Figure 3-1: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 2 3-6
Figure 3-2: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 3 3-7
3-8
Figure 3-3: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 4 3-8
Figure 3-4: Town of Jupiter's Floridan Aquifer Supply Wellfield 3-11
Figure 3-5: Annual Average Percent Water Treatment Loss 3-14
Figure 3-6: Town of Jupiter Water Customers 3-16
Figure 3-7: Annual Average Percent Distribution System Loss 3-17
Figure 4-1: Finished Water Distribution Demand Forecast 2025 to 2045 4-4
Figure 4-2: Surficial Aquifer Raw Water Demand Forecast 2025 to 2045 4-4
Figure 4-3: Floridan Aquifer Raw Water Demand Forecast 2025 to 2045 4-5
Figure 4-4: Max Day Finished Water Demand vs Water Production Capacity 4-6
Figure 6-1: Extent of Saltwater Intrusion in the Town of Jupiter 6-3
Figure 6-2: Northwest Fork of Loxahatchee River MFL 6-4

1. Introduction

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

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

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

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

1.0 – Introduction

2.0 – Water Service Area Overview

3.0 – Summary of Existing Water Infrastructure

4.0 – Population and Water Demand Projections

5.0 – Conservation and Reuse Efforts

6.0 – Regional Supply Issues

7.0 – Capital Improvements Program

8.0 – Goals, Objectives and Policies

1.1 Statutory History

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

1.2 Statutory Requirements

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

1. Coordinate appropriate aspects of its comprehensive plan with the 2023-2024 LECWSP [Section 163.3177(4) (a), F.S.].

2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [Section 163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [Section 163.3180 (2), F.S.].

4. Revision of the related comprehensive planning elements within 18 months after the water management district approves an updated regional water supply plan, to:

    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2023-2024 LECWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.];

    b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2023-2024 LECWSP [Section 163.3177(6)(c)3, F.S.]; and

    c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Section 163.3177(6)(c)3, F.S.].

5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2023-2024 LECWSP, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the 2023-2024 LECWSP [s.163.3177 (6) (h) 1., F.S.].

8. An Evaluation and Appraisal Report is required every seven years. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government needs to update their 10-year Water Supply Facilities Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2. Water Service Area Overview

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

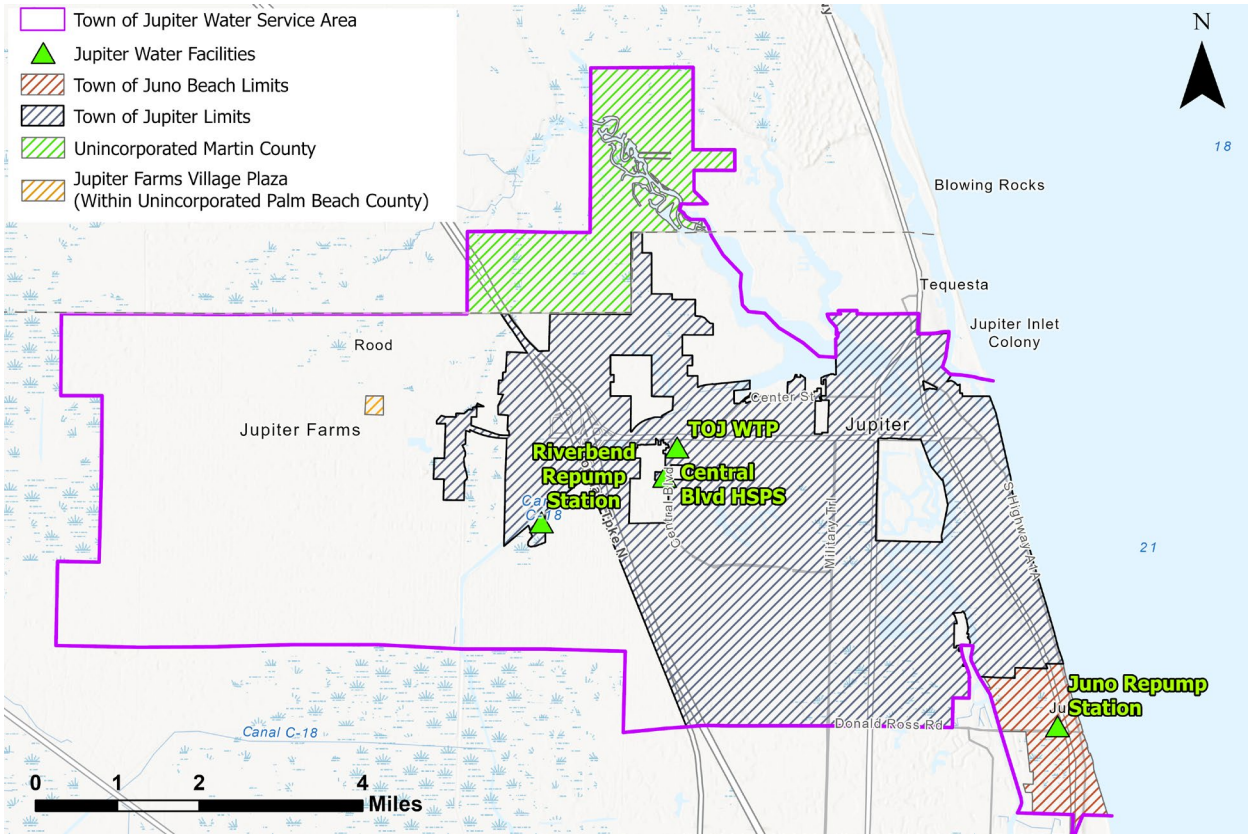


Figure 2-1: Town of Jupiter Water Service Area

2.1 Description of Town's Water Supply System

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

2.2 Areas of Self Supply

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

2.3 Summary of Existing Interlocal Water Supply Agreements

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

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

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

2.4 Sector Plans

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

3. Summary of Existing Water Infrastructure

This section provides the following:

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

3.1 Summary of Existing Water Supply Infrastructure

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

3.1.1 Water Use Permit

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

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

Table 3-1: WUP Source Allocation Limitations

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

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

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

3.1.2 Raw Water Supply Wells

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

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

3.1.2.1 Surficial Aquifer Wellfield

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

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

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

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

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

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

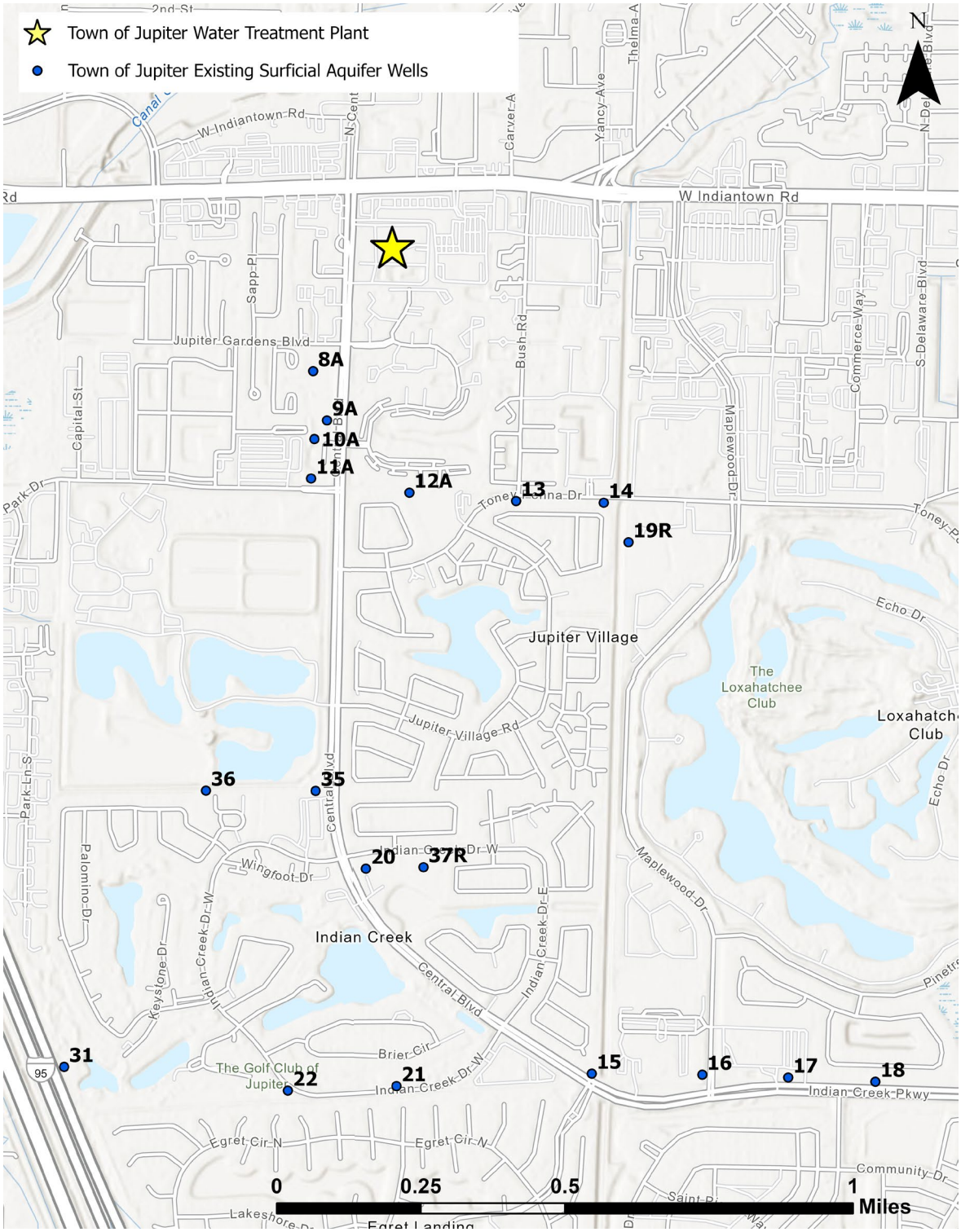


Figure 3-1: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 2

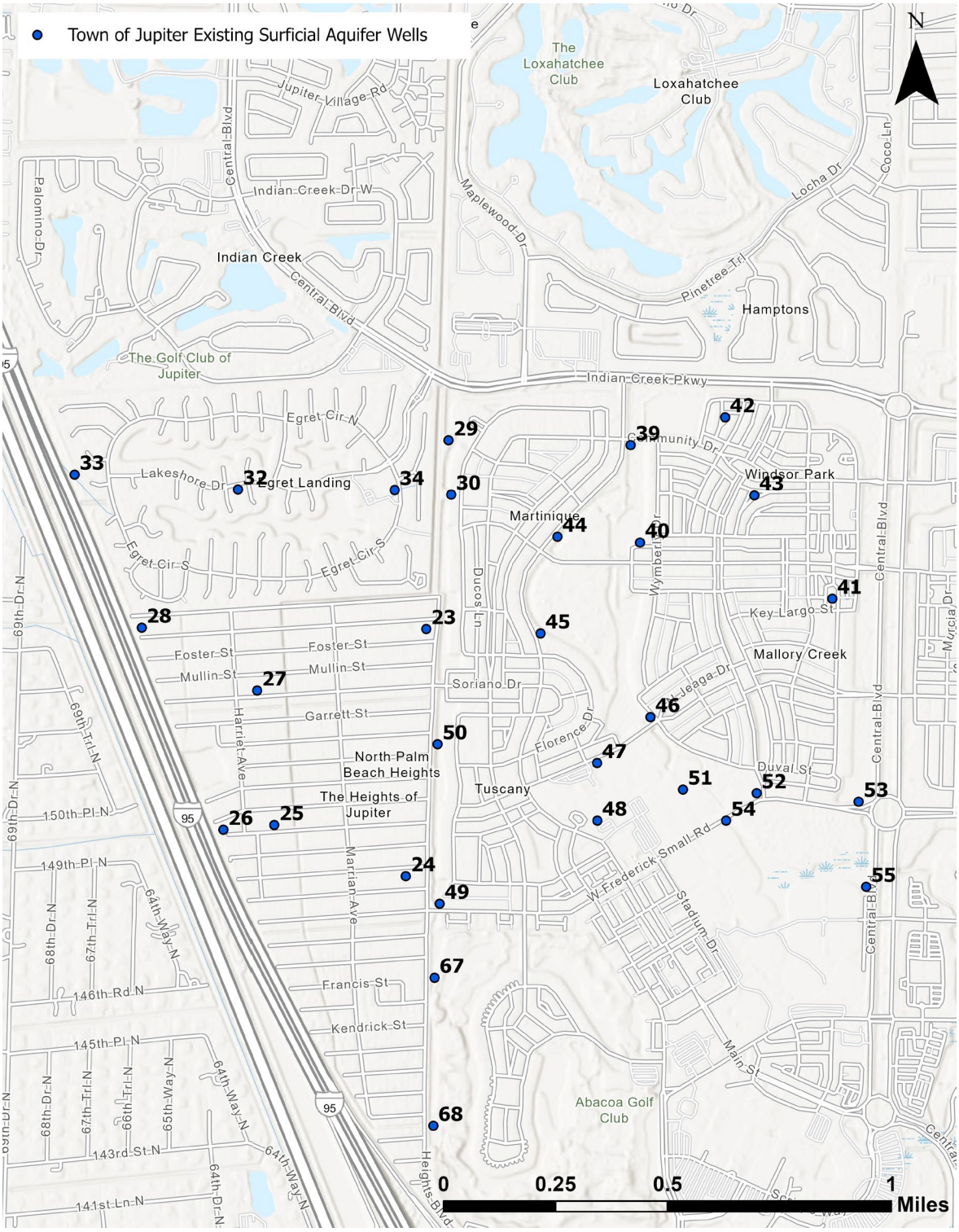


Figure 3-2: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 3

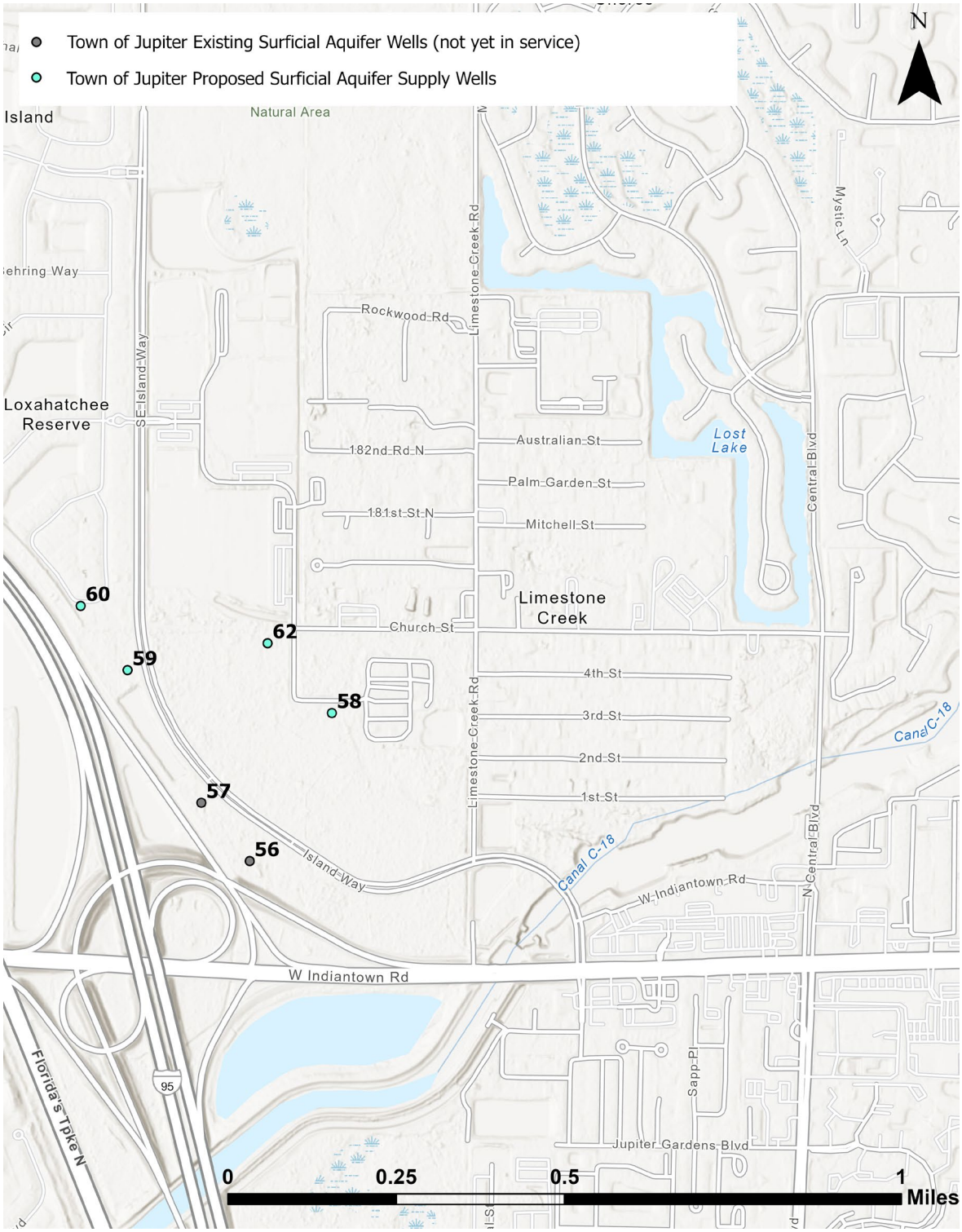


Figure 3-3: Town of Jupiter's Surficial Aquifer Supply Wellfield No. 4

3.1.2.2 Floridan Aquifer Wellfield

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

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

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

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

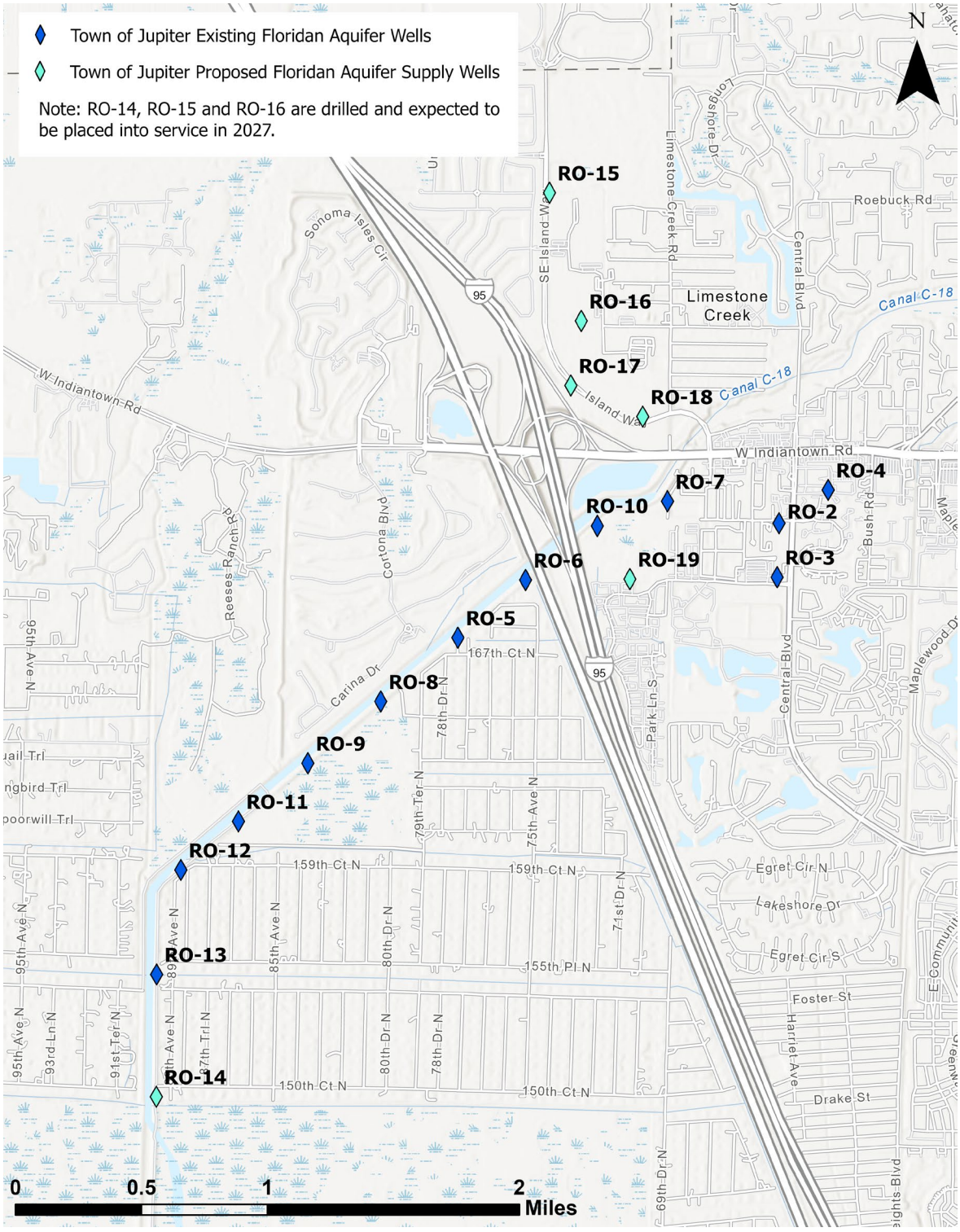


Figure 3-4: Town of Jupiter's Floridan Aquifer Supply Wellfield

3.1.3 Deep Injection Well

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

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

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

Table 3-1: Injection Well Construction and Operation Details

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

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

3.1.4 Surficial Aquifer Recharge

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

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

3.2 Summary of Existing Water Treatment Facilities

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

Table 3-5: Existing Rated Plant Capacities

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

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

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

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

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

3.2.1 Treatment Losses

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

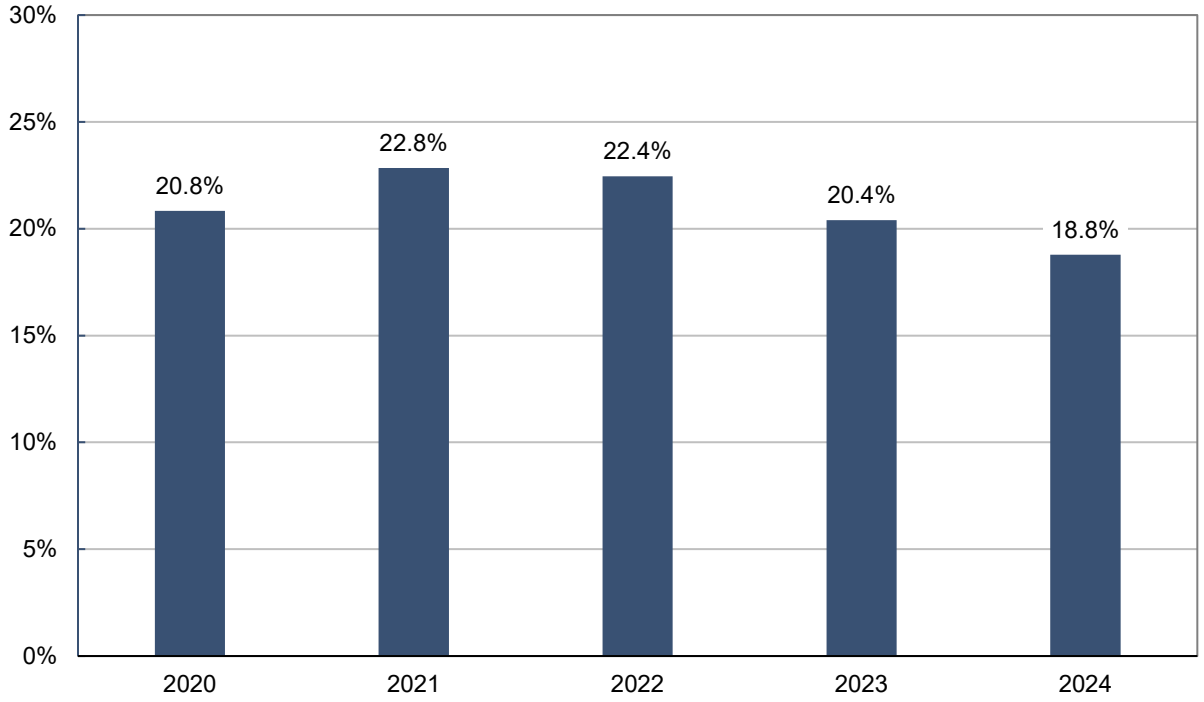


Figure 3-5: Annual Average Percent Water Treatment Loss

3.2.2 Level of Service Criteria

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

Table 3-6: Level of Service Standards

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

3.2.3 Outstanding Compliance Issues

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

3.3 Finished Water Distribution System

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

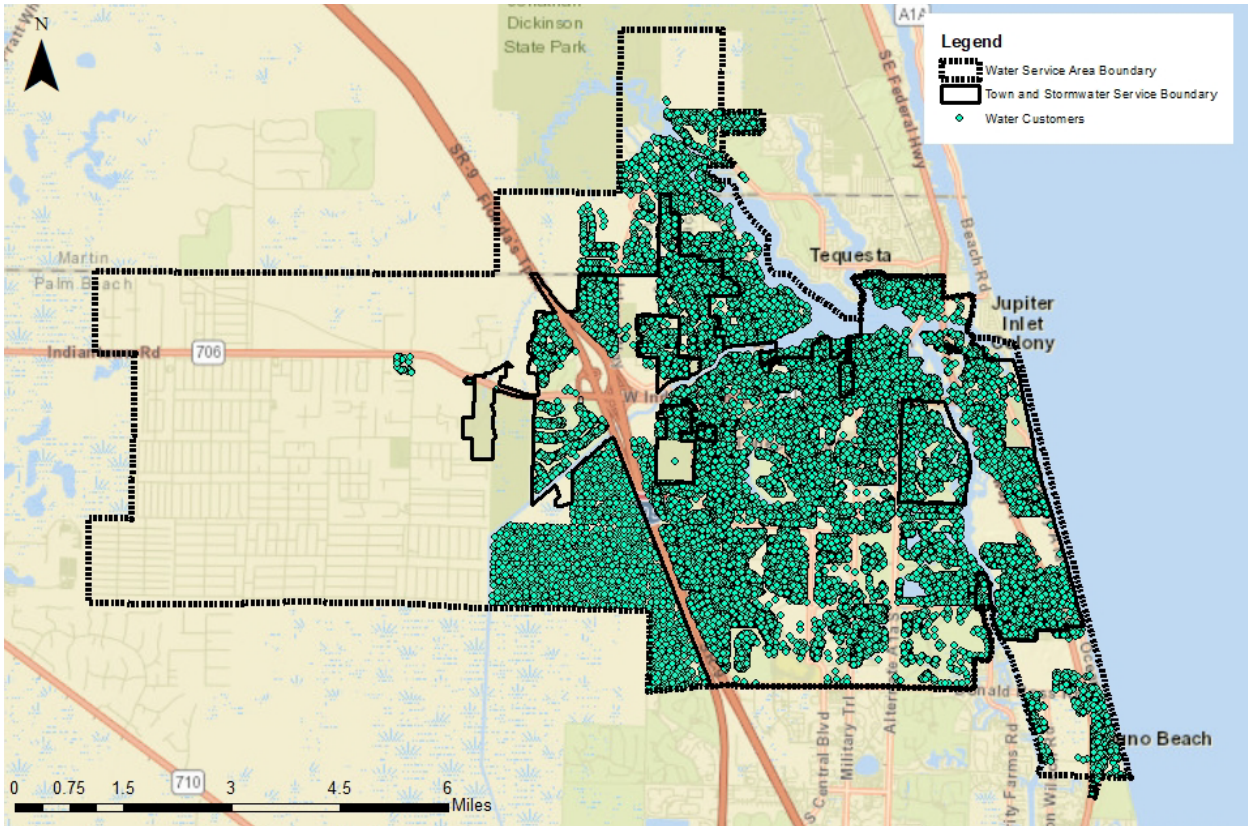


Figure 3-6: Town of Jupiter Water Customers

3.3.1 Distribution System Interconnects

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

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

3.3.2 Distribution System Water Storage Facilities

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

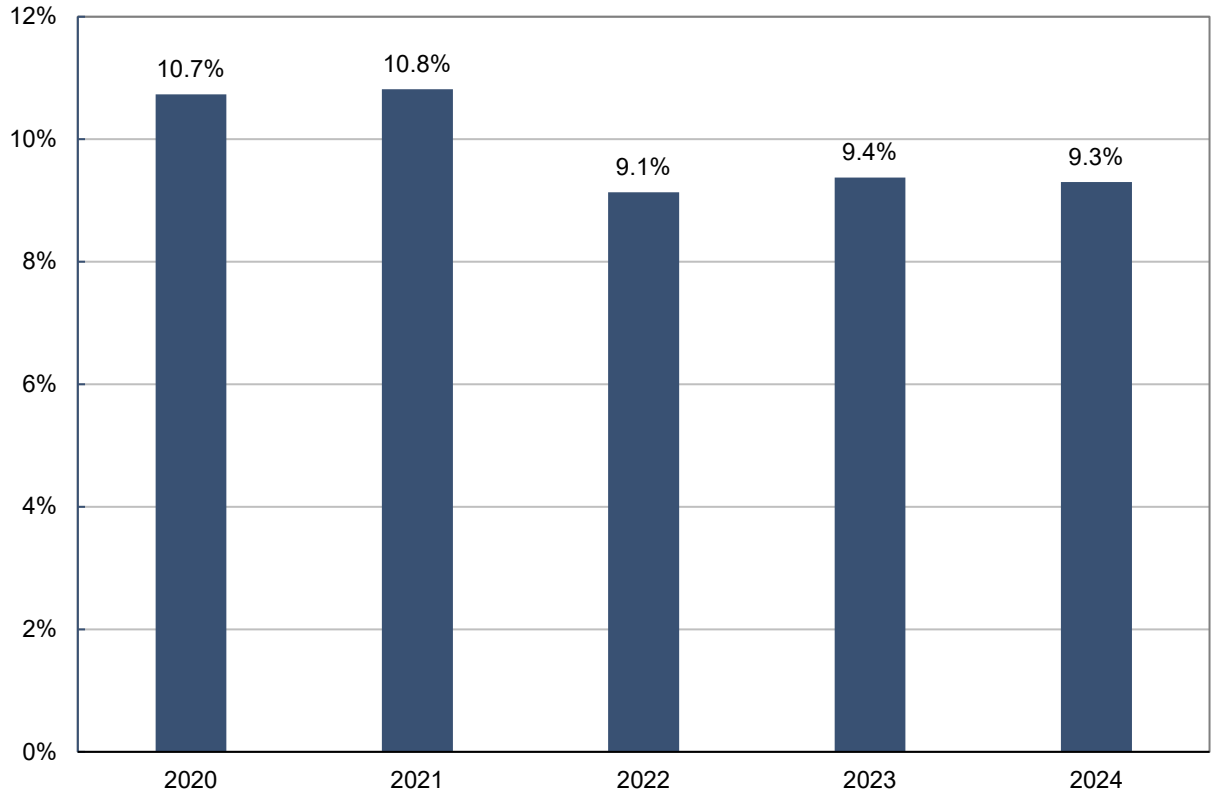
- Two of the GSTs are located at the Town's WTP, and have a combined capacity of 4.5 MG.
- Three of the GSTs are located at the Central Boulevard Repumping Station, with a combined capacity of 21.0 MG.

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

3.3.3 Distribution System Losses

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

Figure 3-7: Annual Average Percent Distribution System Loss



4. Population and Water Demand Projections

4.1 Introduction

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

4.2 Population Projections

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

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

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

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

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

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

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

4.3 Historical Raw Water Used

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

Table 4-2: Historical Combined Raw Water Used

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

4.4 Historical Finished Water Distribution

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

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

Table 4-3: Historical Finished Water Production Demand

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

4.5 Water Demand Forecast

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

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

Table 4-4: Water Demand Forecast

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

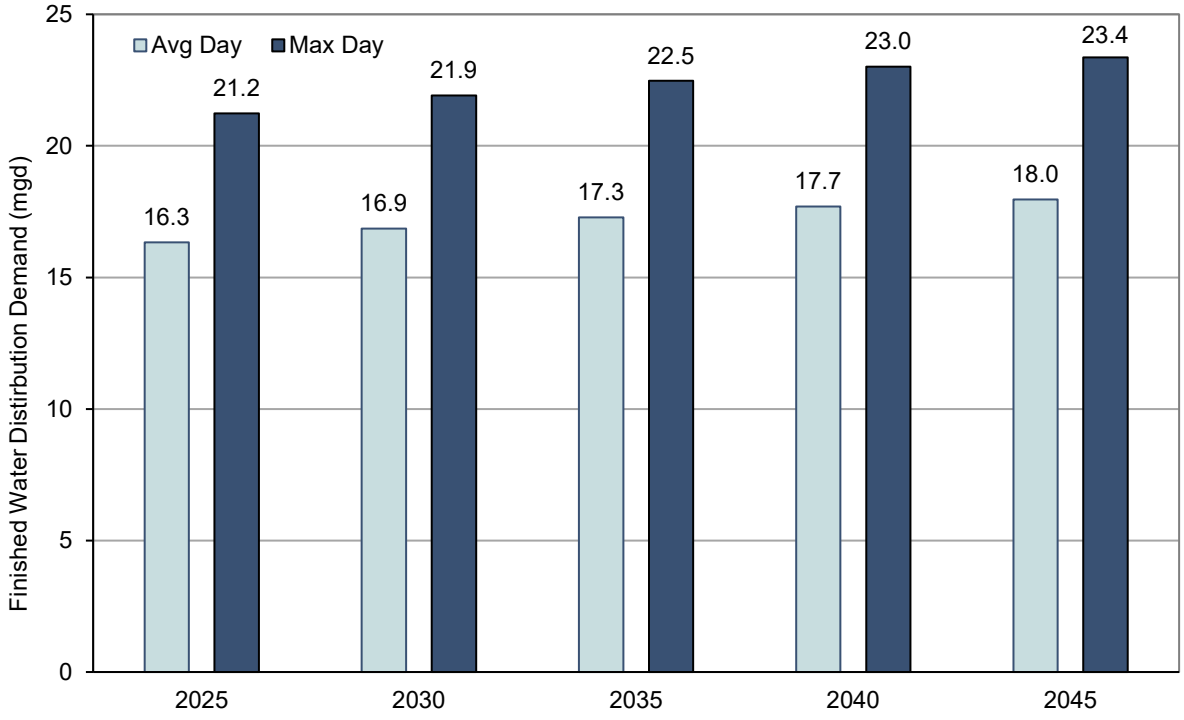


Figure 4-1: Finished Water Distribution Demand Forecast 2025 to 2045

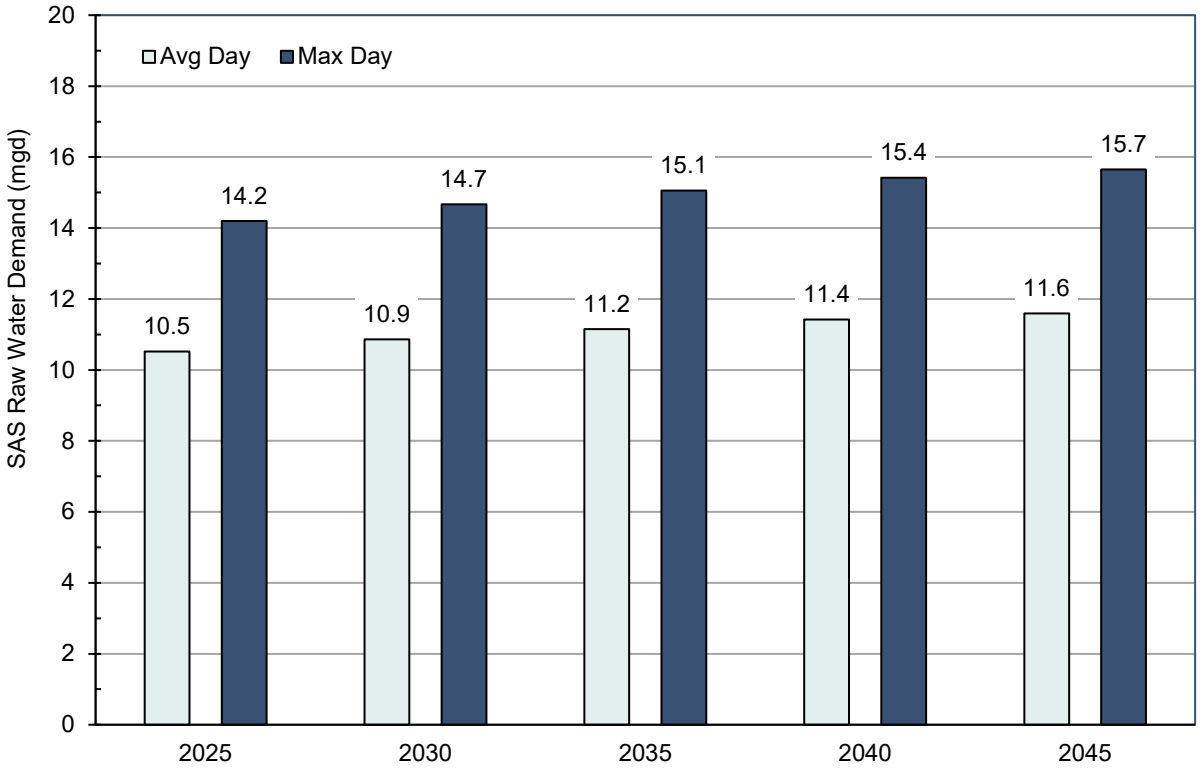


Figure 4-2: Surficial Aquifer Raw Water Demand Forecast 2025 to 2045

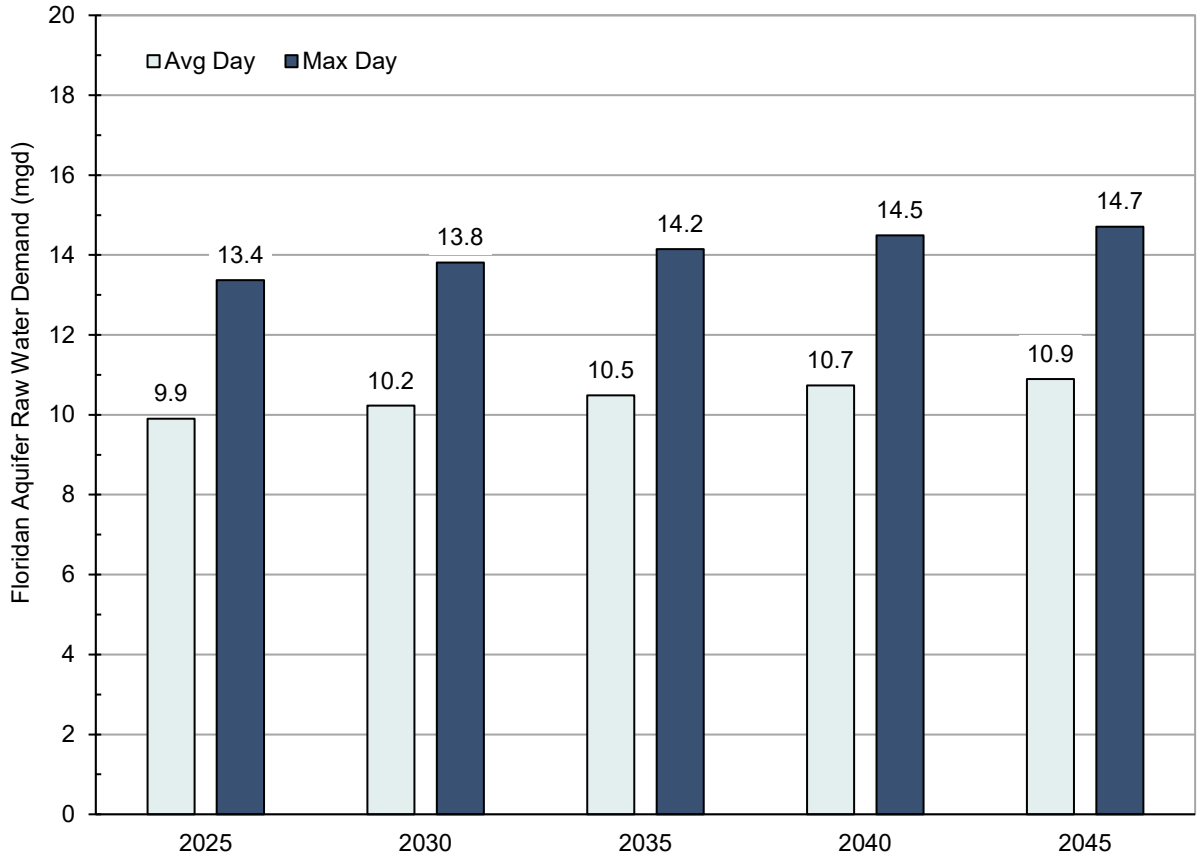


Figure 4-3: Floridan Aquifer Raw Water Demand Forecast 2025 to 2045

4.6 Finished Water Production Capacity is Adequate to Meet Demand

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

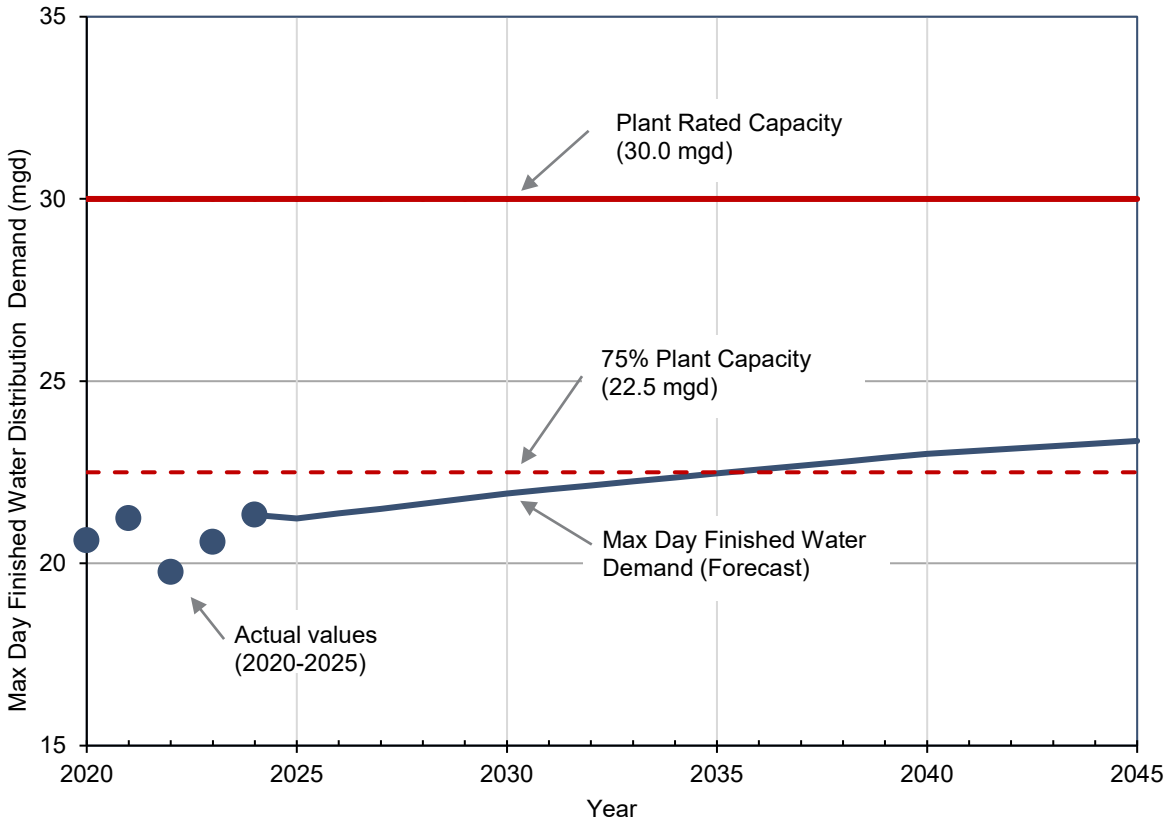


Figure 4-4: Max Day Finished Water Demand vs Water Production Capacity

5. Conservation and Reuse Efforts

5.1 Conservation

5.1.1 Conservation Rate Structure

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

Table 5-1: Residential Rate Structure

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

5.1.2 Water Shortage Restrictions

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

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

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

5.1.3 Landscape Irrigation Restrictions

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

5.1.4 Advanced Metering Infrastructure Project

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

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

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

5.1.5 Leak Detection Program

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

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

5.1.6 Plumbing Code

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

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

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

5.1.7 Public Outreach

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

5.2 Reuse

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

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

The Loxahatchee River District (LRD), founded in 1971, is responsible for wastewater treatment and delivery of reclaimed water within the Town of Jupiter and surrounding areas. The LRD began its reuse program, also known as irrigation quality (IQ) Water, in 1983. Today, this respected wastewater recycling program serves residential communities, golf courses, public parks and recreational facilities such as Roger Dean Stadium within and surrounding the Town of Jupiter, with an average of 6.8 MGD of reuse water distributed in 2024.

As the owner and operator of the wastewater system in the region, the LRD operates an extensive network of reuse distribution throughout the Town of Jupiter and the Village of Tequesta communities with almost 184,000 feet or 35 miles of 2 inch to 36-inch force mains. Because IQ Water must meet strict health standards, using it to water lawns and landscaping provides for a safe, economical and environmentally beneficial use of this resource. In addition, LRD's IQ Water system reduces demand on traditional fresh water supplies for irrigation purposes.

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

Over the past ten years the LRD expanded its reuse program to reach a larger customer base by installing additional infrastructure and by evaluating options to supplement the reclaimed water produced. Moving into the future, the LRD may evaluate alternative beneficial uses for the IQ water during wet periods when IQ Water demand is not as great, including development of additional IQ water storage facilities, with the goal of minimizing the amount of IQ water disposed of through the LRD's deep injection well.

The Town of Jupiter Water Utility and the LRD through the establishment of enhanced intergovernmental cooperation and coordination have assisted each other, where and when possible, over many years in order to ensure the effective and efficient delivery of services to their respective customers with substantive benefits with respect to regional water supply. For example, for the past twenty (20) years, the Town has supplied the LRD with nanofiltration (NF) concentrate, a by-product water of the Town's membrane treatment process to produce potable water, to supplement the LRD's water reuse supplies, thereby reducing irrigation demands on fresh water supplies. Both entities are environmentally conscious and agree that such enhanced intergovernmental cooperation brings about lasting environmental benefits thereby preserving our local natural resources for generations to come. Furthermore, the Town of Jupiter offers policy support to encourage reuse irrigation through its Comprehensive Plan, specifically in the Conservation Element, Policy 1.3.5 stating, "New development whose anticipated non-potable water consumptive use is expected to be significant shall make application to the Loxahatchee River District or the Seacoast Utility Authority for the purchase of I.Q. water. Existing development with major non-potable water uses, e.g., golf course irrigation, shall be encouraged to enter into contract with the Loxahatchee River District or Seacoast Utility Authority to purchase irrigation (I.Q.) water in order to reduce non-potable water demands on the surficial aquifer." The Town and the LRD are committed to continuing their collaborative relationship and leadership roles in the development and protection of water resources within the Loxahatchee River watershed through development and use of alternative water supplies, water reuse, conservation and other methods.

5.2.2 Local Financial Responsibilities

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

6. Regional Issues

6.1 Introduction

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

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

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

1. Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources.

2. Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource.

3. Recent developments by the United States Environmental Protection Agency on the regulatory criteria for polyfluoroalkyl substances (PFAS) could require changes in the level of treatment required and may result in increased demands.

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

6.2 Climate Change

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

6.3 Saltwater Intrusion

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

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

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

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

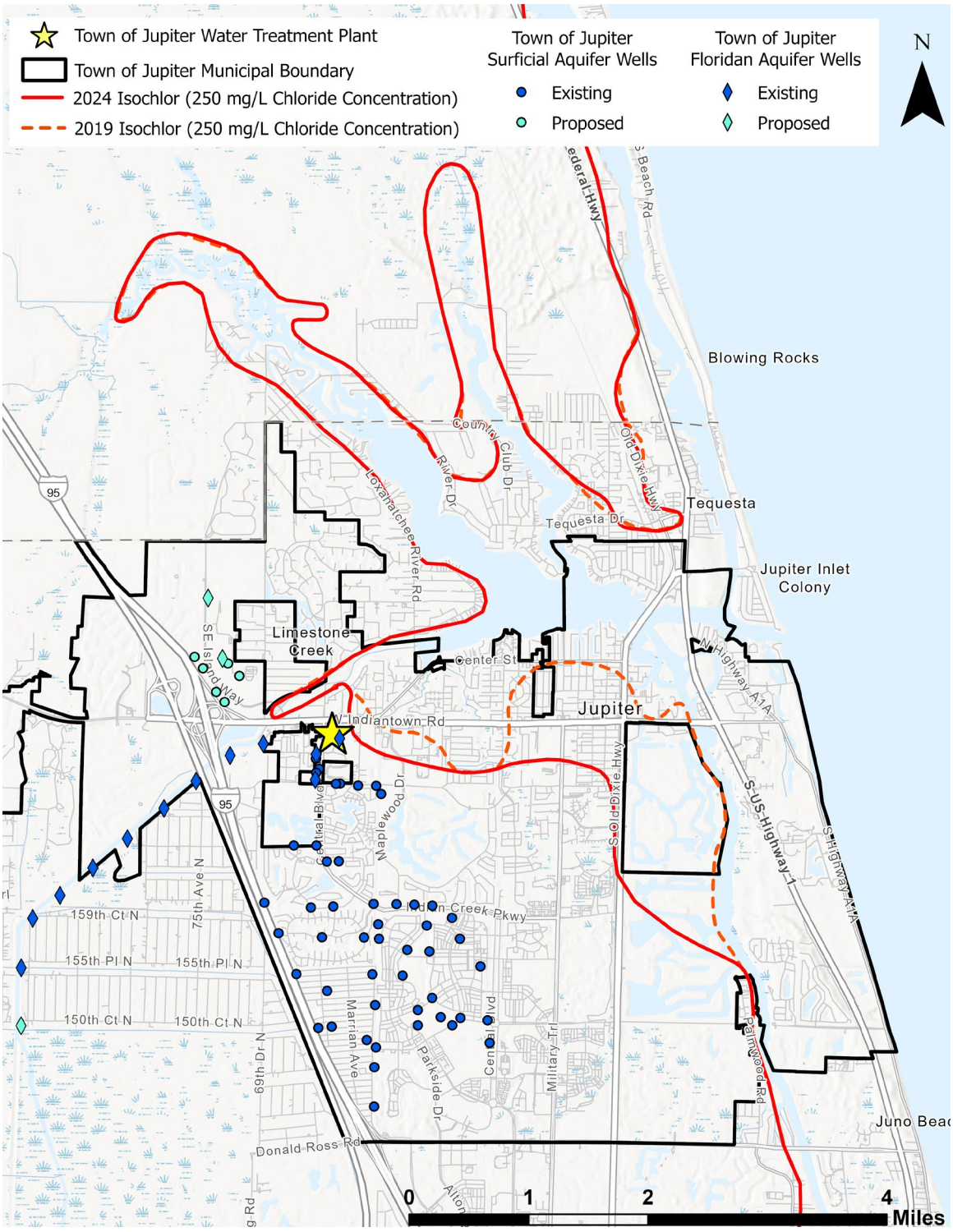


Figure 6-1: Extent of Saltwater Intrusion in the Town of Jupiter

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

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

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

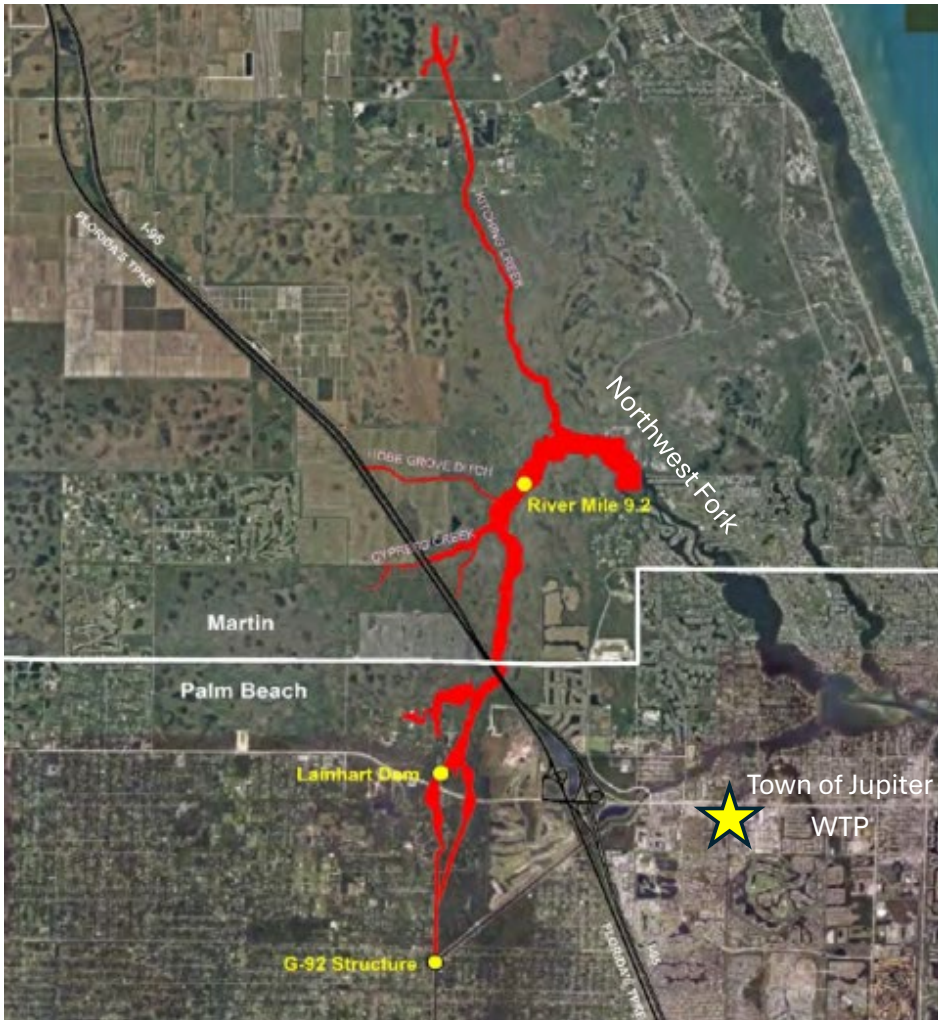


Figure 6-2: Northwest Fork of Loxahatchee River MFL

6.5 Loxahatchee River Watershed Restoration Project

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

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

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

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

6.6 Excess Surface Water for Aquifer Recharge

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

6.7 Floridan Aquifer Water Quality

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

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

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

6.8 Changes in the Regulatory Criteria for PFAS

6.8.1 The PFAS Rule

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

6.8.2 SFWMD Position on the PFAS Rule

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

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

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

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

7. Capital Improvements

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

7.1 Water Utility Capital Improvement Projects

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

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

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

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

7.2 Work Plan Projects

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

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

8. Goals, Objectives and Policies

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

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

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

Comprehensive Plan Text Amendment – Water Supply Plan
TOWN MANAGER'S OFFICE

DATE: March 17, 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: **Infrastructure Element Comprehensive Plan Text Amendment** – To modify Policy 1.3.13 to adopt by reference the Town's 2025 10-year Water Supply Facilities Work Plan

Ord #16-26	P&Z Commission:	01/13/26
PZ 25-6656	Town Council:	02/03/26 – 1st Reading
M. Schneider	Town Council:	03/17/26 – 2nd Reading

Project Information

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

Staff Update (03/17/26)

The Town received "No Comment" correspondence (Attachment B) from the Treasure Coast Regional Planning Council, Florida Commerce, and the Florida Department of Transportation collectively stating these agencies did not have objections or comments to the proposed Infrastructure Element text amendment. No comments were received from the Florida Department of Environmental Protection, Florida Department of Education, and Palm Beach County.

The 10-Year Water Facilities Supply Plan (Work Plan) included in the first reading to the Town Council included revisions requested by the South Florida Water Management District (SFWMD) because of the preliminary review they completed of the Work Plan. Since the first reading, another SFWMD reviewer has completed a final review (Attachment C) of the Work Plan and requested that revisions to Section 5.2 Reuse be made to identify the Town of Jupiter's specific role, actions, and opportunities related to reuse, including policy support, coordination mechanisms, and how potable offset is encouraged or integrated into local planning where reuse is available. As requested, staff revised Section 5.2.1 to address the SFWMD's comment, as noted in Attachment D and the changes are incorporated into Ordinance 16-26.

Town Council Action (First Reading)

At their February 3, 2026, meeting, the Town Council unanimously (5-0 vote) **approved** the Amendment to Infrastructure Element Policy 1.3.13 to adopt by reference the Town's 2025 10-year Water Supply Facilities Work Plan (Ordinance #16-26).

Staff Update (02/03/26)

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

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

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

Staff Compliance Review

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

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

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

Background

The South Florida Water Management District (the District) Governing Board adopted the Lower East coast Water Supply Plan Update on September 23, 2024. As noted in Section 163.3177(6)(c)4, Florida Statutes (F.S.), the Town is required to update its Water Supply Facilities Work Plan within 18 months of the Governing Board's adoption. The Work Plan adopted by the Town must cover a minimum of 10 years. The 2022 Water Utility Master Plan Update (https://www.jupiter.fl.us/2351/Water-Utility-Master-Plan) was completed in June 2022 (Adopted by Resolution 60-22 on October 6, 2022). The Town Council adopted the 2022 Update to the Water Utility Master Plan Update into the Infrastructure Element of the

Comprehensive Plan by reference (Ordinance #7-23) at their December, 22, 2023 meeting, as part of the Town's EAR process. The 2025 update to the 10-year Water Supply Facilities Work Plan is included with this staff report (Attachment A). This 2025 update of the Town of Jupiter 10-Year Water Supply Facilities Work Plan forecasts future population projections, finished water demands, and raw water demands based upon Palm Beach County's 2025 Allocation Model as applied to the Town's water service area to verify if existing water supply sources and treatment facilities are adequate to serve existing and future development within the local government's water service area, or if additional supplies and facilities will be needed.

Analysis

A. Supporting Data and Analysis

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

1. Population Projections;
2. Water Suppliers (not applicable to the Town);
3. Water Demand Projections;
4. Water Supply Sources and Treatment Capacities;
5. Water Supply Projects;
6. Comprehensive Plan Goals, Objectives and Policies (see section B below).

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

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

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

* Excludes residential areas of Jupiter Farms

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

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

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

The Water Demand Projections above illustrate that through the year 2045, the annual average day combined raw water demand (22.5 MGD) does not exceed the annual average day combined raw water allocation (24.4 MGD) established by the Town's Water Use Permit (#50-00010-W) as issued by the District. It also shows that the Town's total treatment capacity rating of 30.0 million gallons per day is sufficient to meet the maximum day projected demand with all treatment units in service through Year 2045.

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

3. *Water Supply Sources and Treatment Capacities (Attachment A, pages 3-1 to 3-16)* - This section briefly describes the water supply, treatment, storage and distribution infrastructure that is owned and operated by the Town of Jupiter. Notable infrastructure includes the Town's reverse osmosis, ion exchange, and nanofiltration water treatment plants and its 49 Surficial Aquifer and 12 Floridan Aquifer production wells.

4. *Water Supply Projects (Attachment A, pages 7-1 to 7-2)* – The work plan concludes with a brief description of the Town's Capital Improvements Program (it is noted that the terminology "Community Investment Plan" and "Community Investment Program" is utilized by the Town) for Water Supply. Additionally, the Town plans on the following actions relative to water supply planning over the next 10 years.
   a. The Town of Jupiter will continue to implement its ongoing conservation programs as outlined in Section 5 of the Work Plan.

b. The Town plans to continue addressing regional issues within the planning period as outlined by the 2023-24 LECWSP Update as outlined in Section 6 of the Work Plan.

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

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

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

Infrastructure Element

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

Intergovernmental Coordination Element

Policy 1.1.37 - Within 18 months of the adoption of SFWMD's 10-year Lower East Coast Regional Water Supply Plan update and any future updates to the Plan, the Town shall amend its Infrastructure Element to consider the District's plan updates. These updates will include the following:
a) The Town's 10-year water supply plan;
b) Identification of adequate water supply sources to meet future demand;
c) Identification of alternate water supply projects.
Implementing Infrastructure Element Policy: The Town's Utility Department shall continue to update, no less than every five years, and implement the recommendations of the Water System Master Plan. The Water System Master Plan shall include a Water Supply Facilities Work Plan for at least a 10-year planning period addressing water supply facilities necessary to serve existing and new development for which the Town's utility is responsible. The Town's Water System Master Plan and inclusive 10-year Water Supply Facilities Work Plan shall consider and be coordinated with the SFWMD's Lower East Coast Regional Water Supply Plan.

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

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

Findings

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

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

Conclusions

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

Attachments:

Attachment A – FDOT, TCRPC and Florida Commerce No-comment Correspondence
Attachment B – SFWMD Comment Letter
Attachment C – Section 5.2.1 Revision

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

Revision: 2/20/2026

TREASURE COAST REGIONAL PLANNING COUNCIL

M E M O R A N D U M

To: Council Members AGENDA ITEM 4B5

From: Staff

Date: February 13, 2026

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Town of Jupiter Comprehensive Plan
Amendment No. 26-1ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Town of Jupiter was received on February 4, 2026 and contains one text amendment to the Infrastructure Element of the comprehensive plan. This report includes a summary of the proposed amendment and Council comments.

Summary of Proposed Amendment

The purpose of the text amendment to the Infrastructure Element is to address statutory requirements of Chapter 163.3177(6)(c)4, Florida Statutes, by providing coordination of the Town's 10-Year Water Supply Facilities Work Plan (WSFWP) with the South Florida Water Management District's Lower East Coast Water Supply Plan (LECWSP), which was updated in September 2024. Work plans must cover a ten-year period; be updated every 5 years; and identify alternative and traditional water supply projects, conservation efforts, and reuse activities needed to meet existing and projected future demands. The proposed changes to Policy 1.3.13 are shown below in ~~strikeout~~ and underline format:

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

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

The proposed amendments were distributed by the Palm Beach County Intergovernmental Plan Amendment Review Committee Clearinghouse Coordinator on January 5, 2026. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

Recommendation

Council should approve this report and authorize its transmittal to the Town of Jupiter and FloridaCommerce.

Council Action – February 20, 2026

Commissioner Leet from St. Lucie County moved approval of the staff report. Vice Mayor Auwaerter from the Town of Indian River Shores seconded the motion, which carried unanimously.

Attachments

List of Exhibits

Exhibit

1 General Location Map

Exhibit 1
General Location Map

March 2, 2026

The Honorable Jim Kuretski
Mayor, Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Dear Mayor Kuretski,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the Town of Jupiter (Amendment No. 26-01ESR) received on February 4, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the Town. **If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, by telephone at (850)-717-8504 or by email via Avian.Williams@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /aw

Enclosure(s): Procedures for Adoption

cc: Martin Schneider, AICP, Principal Planner, Department of Planning and Zoning
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on thi document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

From: Marinace, Kathryn <Kathryn.Marinace@dot.state.fl.us>
Sent: Friday, February 27, 2026 8:28 AM
To: Jenna Johnston
Cc: Martin Schneider; Hymowitz, Larry; Peters, Victoria
Subject: Re: Town of Jupiter Comprehensive Plan – 2025 Water Supply Plan Amendment

You don't often get email from kathryn.marinace@dot.state.fl.us. Learn why this is important

Greetings Jenna,

Thank you for sending us amendment 26-01ESR for review as required by Florida Statutes. The amendment is related to the City's 10-Year Water Supply Facility Work Plan and as such, there are no issues within FDOT's jurisdiction as it relates to transportation resources and facilities of state importance. We therefore will not be reviewing the amendment. Please feel free to reach out to me if you have any questions.

Kind regards,

Kathryn Marinace
Transportation Planning Specialist II
Planning and Environmental Management
Florida Department of Transportation - District 4
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309
kathryn.marinace@dot.state.fl.us
Telephone: (954) 777-4654
Fax: (954) 777-4310

Facebook | Twitter | Instagram | YouTube | WordPress

From: Jenna Johnston <JennaJ@jupiter.fl.us>
Sent: Thursday, February 26, 2026 11:18 AM
To: d4-planning reviews <d4-planningreviews@dot.state.fl.us>
Cc: Martin Schneider <MartinS@jupiter.fl.us>
Subject: Town of Jupiter Comprehensive Plan – 2025 Water Supply Plan Amendment

EXTERNAL SENDER: Use caution with links and attachments.

Good morning,

I hope this email finds you well. I am reaching out regarding the Town of Jupiter Comprehensive Plan – 2025 Water Supply Plan Amendment emailed on February 4. As we are trying to expedite its second reading, if you could please let us know if your agency does or does not have any comments on the amendment by this Friday, we would appreciate it.

Thank you,

Jenna Johnston
Planner

Phone 561-741-2589
Email jennaj@jupiter.fl.us
210 Military Trail, Jupiter, Florida 33458

jupiter.fl.us

?

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: South Florida Local Gov Plan <SFLOCALGOVPLAN@sfwmd.gov>
Sent: Friday, February 27, 2026 3:57 PM
To: Jenna Johnston; South Florida Local Gov Plan
Cc: Martin Schneider; Cruz, Ibel
Subject: Town of Jupiter Comprehensive Plan – Proposed 2025 Water Supply Plan Amendment District Comment Letter REV26-040

The South Florida Water Management District (District) has completed its review of the proposed Comprehensive Plan Amendment from the Town of Jupiter (Town) for review. The proposed amendment includes the update to their Water Supply Facilities Work Plan (WSFWP). The District provides the following comment under Section 163.3184(3)(g), Florida Statutes (F.S.). The important state resource that is impacted by this amendment is regional water supply. The following comment needs to be addressed before final adoption of this amendment:

Section 5.2 Reuse

1. The updated reuse section provides helpful background on the Loxahatchee River District's IQ Water program and the Town's existing coordination through interlocal agreements, which represents an improvement over the prior version. However, the Work Plan would be further strengthened by more directly identifying the Town of Jupiter's specific role, actions, and opportunities related to reuse, including policy support, coordination mechanisms, and how potable offset is encouraged or integrated into local planning where reuse is available.

The District requests that the Town forward a copy of the adopted amendment to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me if you have any questions or need additional information.

Stephanie Reed
Policy and Planning Analyst
Water Supply Implementation
South Florida Water Management District
Office: 561-682-6715 **Email:** sreed@sfwmd.gov
3301 Gun Club Road, West Palm Beach, FL 33406

From: Jenna Johnston <JennaJ@jupiter.fl.us>
Sent: Thursday, February 26, 2026 11:16 AM
To: South Florida Local Gov Plan <SFLOCALGOVPLAN@sfwmd.gov>
Cc: Martin Schneider <MartinS@jupiter.fl.us>
Subject: Town of Jupiter Comprehensive Plan – 2025 Water Supply Plan Amendment

You don't often get email from jennaj@jupiter.fl.us. Learn why this is important

[Please remember, this is an external email]

Good morning,

I hope this email finds you well. I am reaching out regarding the Town of Jupiter Comprehensive Plan – 2025 Water Supply Plan Amendment. As we are trying to expedite its second reading, if you could please let us know if your agency does or does not have any comments on the amendment by this Friday, we would appreciate it. Please note, comments provided during review of the draft amendment have been incorporated.

Thank you,

Jenna Johnston
Planner

Phone 561-741-2589
Email jennaj@jupiter.fl.us
210 Military Trail, Jupiter, Florida 33458

jupiter.fl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

The reasons for the revisions and a summary of the revisions are as follows:

The 10-Year Water Facilities Supply Plan (Work Plan) included in the 1st Reading to the Town Council included revisions requested by the South Florida Water Management District (SFWMD) because of the preliminary review they completed of the Work Plan. Since the 1st reading, another SFWMD reviewer has completed a final review of the Work Plan and requested that revisions to Section 5.2 Reuse be made to identify the Town of Jupiter's specific role, actions, and opportunities related to reuse, including policy support, coordination mechanisms, and how potable offset is encouraged or integrated into local planning where reuse is available. As requested, staff revised Section 5.2.1 to address the SFWMD's comment, as noted below.

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

The Loxahatchee River District (LRD), founded in 1971, is responsible for wastewater treatment and delivery of reclaimed water within the Town of Jupiter and surrounding areas. The LRD began its reuse program, also known as irrigation quality (IQ) Water, in 1983. Today, this respected wastewater recycling program serves residential communities, golf courses, public parks and recreational facilities such as Roger Dean Stadium within and surrounding the Town of Jupiter, with an average of 6.8 MGD of reuse water distributed in 2024.

As the owner and operator of the wastewater system in the region, t~~T~~he LRD operates an extensive network of reuse distribution throughout the Town of Jupiter and the Village of Tequesta communities with almost 184,000 feet or 35 miles of 2 inch to 36-inch force mains. Because IQ Water must meet strict health standards, using it to water lawns and landscaping provides for a safe, economical and environmentally beneficial use of this resource. In addition, LRD's IQ Water system reduces demand on traditional fresh water supplies for irrigation purposes.

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

Over the past ten years the LRD ~~continues to~~ expanded its reuse program to reach a larger customer base by installing additional infrastructure and by evaluating options to supplement the reclaimed water produced. Moving into the future, the LRD ~~also~~ may ~~plans to~~ evaluate alternative beneficial uses for the IQ water during wet periods when IQ Water demand is not as great, including ~~. LRD also plans to~~ development of additional IQ water storage facilities, with t~~. T~~he goal of ~~these improvements is to~~ minimizing~~e~~ the amount of IQ water disposed of through the LRD's deep injection well. ~~by increasing the amount of reuse water able to be used and stored.~~

The Town of Jupiter W~~w~~ater U~~u~~tility and the LRD through the establishment of enhanced intergovernmental cooperation and coordination have assisted each other, where and when possible, over many years in order to ensure the effective and efficient delivery of services to their respective customers

with substantive benefits with respect to regional water supply. For example, ~~F~~for the past twenty (20) years, the Town has supplied the LRD with nanofiltration (NF) concentrate, a by-product water of the Town's membrane treatment process to produce potable water, to supplement the LRD's water reuse supplies, thereby reducing irrigation demands on fresh water supplies. Both entities are environmentally conscious and agree that such enhanced intergovernmental cooperation brings about lasting environmental benefits thereby preserving our local natural resources for generations to come. ~~The Town and the LRD are committed to continuing their leadership roles in the development and protection of water resources within the Loxahatchee River watershed through development and use of alternative water supplies, water reuse, conservation and other methods.~~ Furthermore, the Town of Jupiter offers policy support to encourage reuse irrigation through its Comprehensive Plan, specifically in the Conservation Element, Policy 1.3.5 stating, "New development whose anticipated non-potable water consumptive use is expected to be significant shall make application to the Loxahatchee River District or the Seacoast Utility Authority for the purchase of I.Q. water. Existing development with major non-potable water uses, e.g., golf course irrigation, shall be encouraged to enter into contract with the Loxahatchee River District or Seacoast Utility Authority to purchase irrigation (I.Q.) water in order to reduce non-potable water demands on the surficial aquifer." The Town and the LRD are committed to continuing their collaborative relationship and leadership roles in the development and protection of water resources within the Loxahatchee River watershed through development and use of alternative water supplies, water reuse, conservation and other methods.

TOWN OF JUPITER
Door Access Control and Security Cameras for Cinquez and Piatt Place Fire Stations

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving a Purchase Order to Accelerated Technologies in the Amount of $160,265 for Access Control and Security Cameras for Cinquez and Piatt Place Fire Stations.

EXECUTIVE SUMMARY

Town staff requests Town Council's approval to award a sole source purchase order to Accelerated Technologies in the amount of $160,265 to furnish and install access control and security cameras for Cinquez and Piatt Place Fire Stations.

Publicly advertised via Euna Open Bids, formally DemandStar.com, a Notice of Intent to Proceed for a sole source purchase was posted for a period of 15 business days with no objections.

For more than 18 years, Accelerated Technologies has been the Town's vendor and trusted business partner, installing, configuring, and managing all the door access control and camera security systems, providing a high degree of system design, technical support, and customer service for all the Town's government facilities.

Sole source was selected due to the complex technical requirements and experience needed to integrate the door access control and security cameras into the Town's existing Kantech Access Control and Arteco Camera software systems. These systems require a high degree of technical skill and familiarity with the Town's preexisting configuration and programming, for which Accelerated Technologies is uniquely qualified to provide in the timeframe necessary to meet the construction schedule and operational timeline established by JFRD. The Town's previous experience with other camera and door control vendors resulted in poorly configured and unreliable door access and camera systems. After several years of difficulty, Accelerated Technologies was engaged to re-engineer and reprogram the systems, resulting in the stable and reliable yet complex systems we use today.

ANALYSIS

Staff requests Town Council's approval to issue a purchase order to Accelerated Technologies in the amount of $160,265. Approval of this item will ensure the timely procurement, installation, and configuration of the necessary Access Control and Security Camera systems needed for the Cinquez and Piatt Place fire stations to meet the established construction schedule.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. Cinquez Door Access Quote
2. Piatt Place Door Access Quote
3. Cinquez Cameras Quote
4. Piatt Place Cameras Quote
5. Notice of Intent
6. Sole Source Approval
7. Sole Source Letter
8. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$160,265	
Amount Approved in Budget	$160,265	Sources: 31034022-564000 F2602 (FY26 FFE CIP)
Additional Funding Requested	$	Sources:

For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.

DOOR ACCESS SOLUTION

PREPARED FOR:

Town of Jupiter

Cinquez Fire Station

Prepared by: Joe Russo
VP – Accelerated Technologies
jrusso@accelerated-tech.com
off: 561-427-0600 ext. #214
fax: 561-746-5974

SCOPE OF WORK – (SUMMARY)

- Design and engineering per specifications given in site surveys.
- Includes Kantech Door Access equipment for a total of seventeen (17) interior and exterior entryways/doors.
- Includes EntraPass Corporate Edition Software licenses.
- Includes no new door hardware or repairs to existing door hardware.
- Accelerated Technologies assumes all door locations have conduit to each proximity reader, electronic locking mechanism and door position switch locations.
- Customer is responsible for supplying communications cable for integration of fire alarm to Kantech door access system. The MDF will require one (1) communication cable for fire alarm relay(s).
- Accelerated Technologies assumes free and ready access to all areas required for delivery of this equipment.
- System functionality is based on internet connection provided by the customer.
- Includes up to five (5) hours of customer training on system operation and how to create/edit users in the database.

See next page for Pricing and Warranty

Pricing and Warranty Information

TOTAL $43,405.00

Terms – Net 30 Days

Authorized Signature	**Date**
Print Name	**Title**

Warranty

Door Access Hardware equipment is guaranteed for a period of three (3) years from the date of installation. Low voltage cabling related to the door access system will be installed by others.

Extended warranty and maintenance plans are available on all Accelerated Technologies supported products. Please ask your sales representative for additional details.

Equipment List

Qty	Description
5	Kantech KT 400 Controller (KT-400)
1	Kantech IO Smart Reader w/Keypad (KT-SG-MT-KP)
16	Kantech IO Smart Reader Only (KT-SG-MT)
5	Kantech Battery (KT-BATT-12)
5	Kantech Metal Cabinet (KT-400-CAB)
5	Kantech Power Supply (TR1675)

DOOR ACCESS SOLUTION

PREPARED FOR:

Town of Jupiter

Piatt Place Fire Station

Prepared by: Joe Russo
VP – Accelerated Technologies
jrusso@accelerated-tech.com
off: 561-427-0600 ext. #214
fax: 561-746-5974

SCOPE OF WORK – (SUMMARY)

- Design and engineering per specifications given in site surveys.
- Includes Kantech Door Access equipment for a total of eighteen (18) interior and exterior entryways/doors.
- Includes EntraPass Corporate Edition Software licenses.
- Includes no new door hardware or repairs to existing door hardware.
- Accelerated Technologies assumes all door locations have conduit to each proximity reader, electronic locking mechanism and door position switch locations.
- Customer is responsible for supplying communications cable for integration of fire alarm to Kantech door access system. The MDF will require one (1) communication cable for fire alarm relay(s).
- Accelerated Technologies assumes free and ready access to all areas required for delivery of this equipment.
- System functionality is based on internet connection provided by the customer.
- Includes up to five (5) hours of customer training on system operation and how to create/edit users in the database.

See next page for Pricing and Warranty

Pricing and Warranty Information

TOTAL $44,223.00

Terms – Net 30 Days

_____	_____
Authorized Signature	**Date**
_____	_____
Print Name	**Title**

Warranty

Door Access Hardware equipment is guaranteed for a period of three (3) years from the date of installation. Low voltage cabling related to the door access system will be installed by others.

Extended warranty and maintenance plans are available on all Accelerated Technologies supported products. Please ask your sales representative for additional details.

Equipment List

Qty	Description
5	Kantech KT 400 Controller (KT-400)
1	Kantech IO Smart Reader w/Keypad (KT-SG-MT-KP)
17	Kantech IO Smart Reader Only (KT-SG-MT)
5	Kantech Battery (KT-BATT-12)
5	Kantech Metal Cabinet (KT-400-CAB)
5	Kantech Power Supply (TR1675)

ACCELERATED technologies

CCTV Solution

prepared for:

Town of Jupiter - Cinquez Fire Station

2197 W. Indiantown Road

Jupiter, FL 33458

Joe Russo

Vice President

Accelerated Technologies

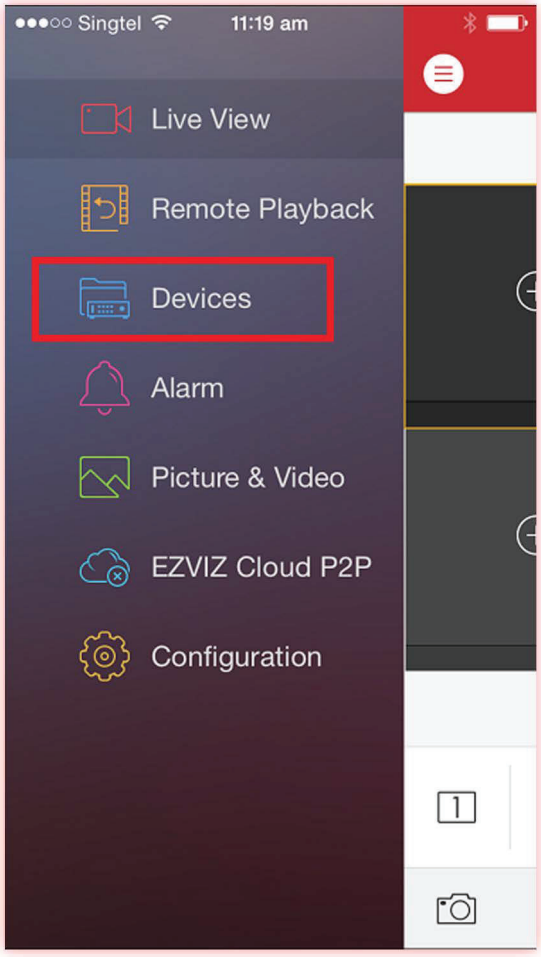
jrusso@accelerated-tech

office: 561.427.0600 ext #214

fax: 561.746.5974

Accelerated Technologies would like to take this opportunity to thank you for the opportunity to bid on your new video solution. It is our goal to present a technically superior solution while remaining cost competitive.

Accelerated Technologies specializes in video technology solutions for businesses. Today's video technology demands a provider that understands the newest technology. Not only do we professionally install the video solution, we also make it simple for the end user to understand.



Application software, which is designed for most any mobile phone, can be used to remotely monitor the live video from embedded DVR, NVR, network camera, network speed dome and encoder via wireless network, play back recorded files, locally store and manage pictures and videos, plus, control alarm output.

Securing your Business has never been easier. Utilizing our expertise and experience of installing and setting up CCTV Systems, IP/NVR Systems are the perfect solution for business owners and managers looking to secure their premises, stock, staff, clients and assist with loss prevention.

Our expansive range of products means we have a camera to suit any application.

Scope of Work Summary

- Design and engineering per specifications discussed in site meetings and approved plans.
- Includes twenty-seven (27) indoor/outdoor IP Cameras. Additional specs upon request.
- One (1) existing Cat 6 network cable will be used for each camera location.
- Cameras will be added to an existing Arteco Server. Server is installed in the Emergency Operations Center.
- PoE switch ports to be provided by customer.
- Includes integration to customer computer network for internet viewing.
- In order to view remotely, some Firewalls may be required to have ports opened to allow access. Programming changes of any existing Firewall must be completed by customer or customer's IT vendor.
- Accelerated Technologies professional installation and end user training.
- Any damage caused by Accelerated Technologies to work already in place will be repaired at Accelerated Technologies' expense.
- Accelerated Technologies work at a minimum shall specifically comply with the Federal Occupational Safety and Health Act (OSHA).

Note: Accelerated Technologies assumes free and ready access to all areas required for completion of this project.

Pricing Information

Equipment & Installation Total: **$35,156.00**

Authorized Signature _____ Date _____

Print Name _____ Title _____

Warranty Information

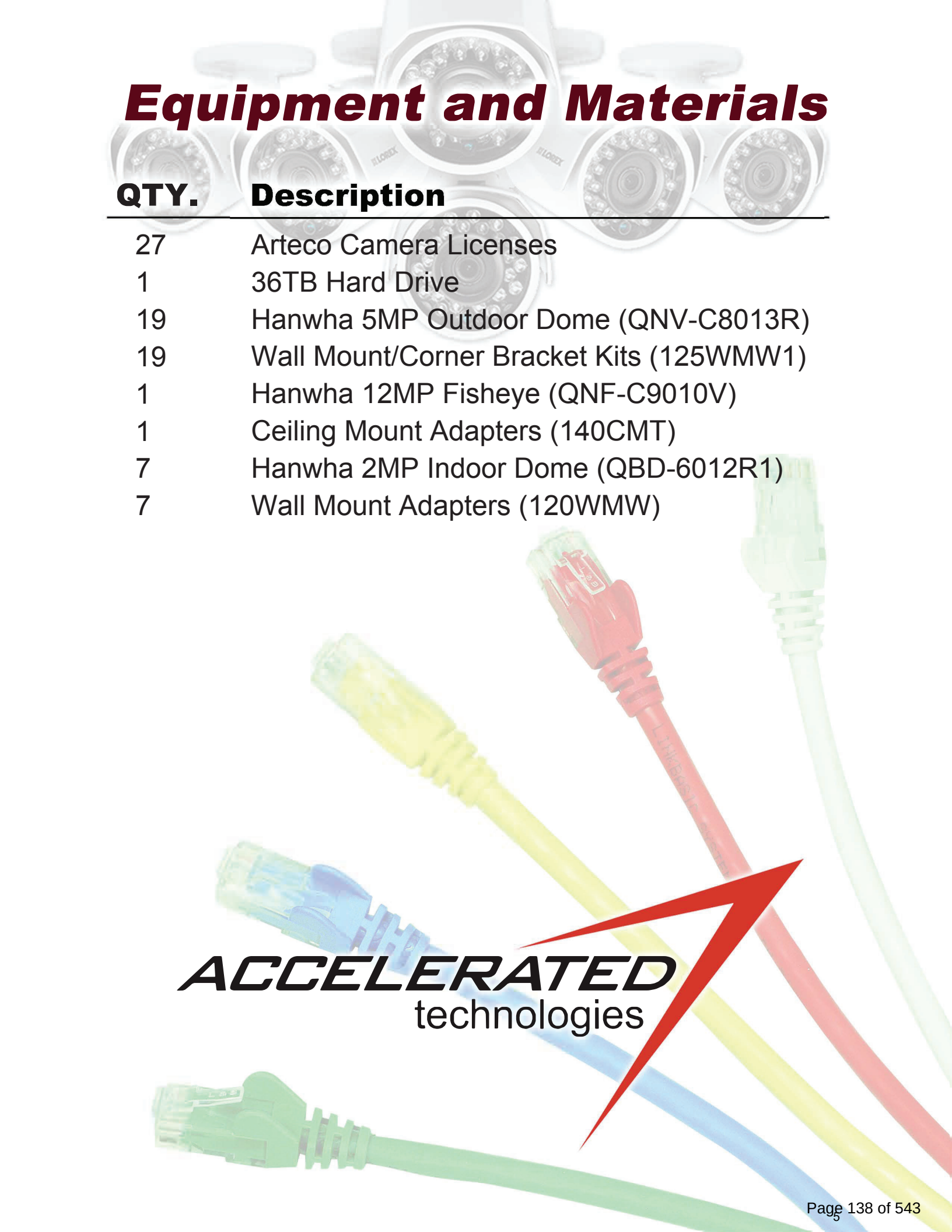
Network/Digital video recording (NDVR) equipment and cameras carry a manufacturer's warranty for two (2) years from the date of installation. Installation labor is guaranteed for a 90 day period from the date of installation.

Extended warranty and maintenance plans are available on all Accelerated Technologies supported products. Please ask your sales representative for additional details.

ACCELERATED technologies

Equipment and Materials

QTY.	Description
27	Arteco Camera Licenses
1	36TB Hard Drive
19	Hanwha 5MP Outdoor Dome (QNV-C8013R)
19	Wall Mount/Corner Bracket Kits (125WMW1)
1	Hanwha 12MP Fisheye (QNF-C9010V)
1	Ceiling Mount Adapters (140CMT)
7	Hanwha 2MP Indoor Dome (QBD-6012R1)
7	Wall Mount Adapters (120WMW)



ACCELERATED technologies

CCTV Solution

prepared for:

Town of Jupiter - Piatt Place Fire Station

500N. US Hwy 1

Jupiter, FL 33477

Joe Russo

Vice President

Accelerated Technologies

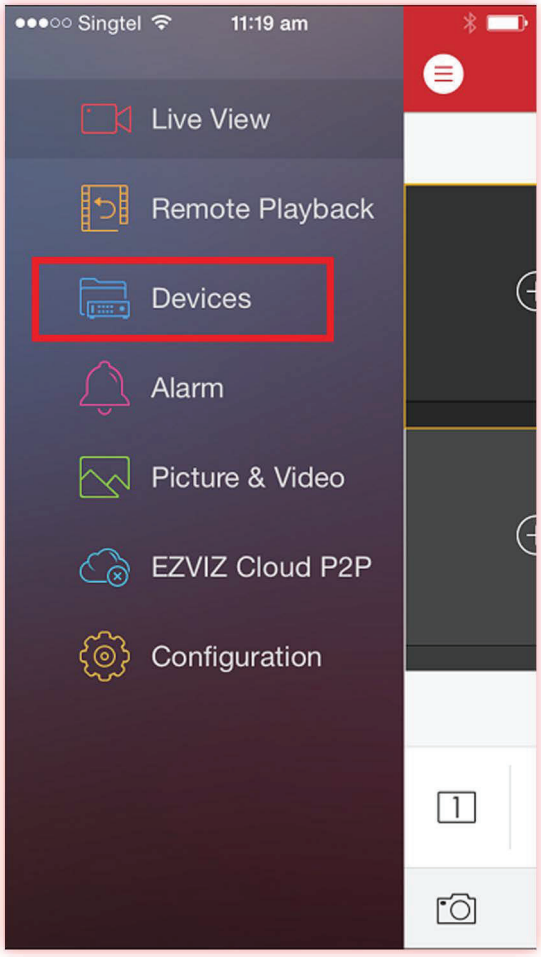
jrusso@accelerated-tech

office: 561.427.0600 ext #214

fax: 561.746.5974

Accelerated Technologies would like to take this opportunity to thank you for the opportunity to bid on your new video solution. It is our goal to present a technically superior solution while remaining cost competitive.

Accelerated Technologies specializes in video technology solutions for businesses. Today's video technology demands a provider that understands the newest technology. Not only do we professionally install the video solution, we also make it simple for the end user to understand.



Application software, which is designed for most any mobile phone, can be used to remotely monitor the live video from embedded DVR, NVR, network camera, network speed dome and encoder via wireless network, play back recorded files, locally store and manage pictures and videos, plus, control alarm output.

Securing your Business has never been easier. Utilizing our expertise and experience of installing and setting up CCTV Systems, IP/NVR Systems are the perfect solution for business owners and managers looking to secure their premises, stock, staff, clients and assist with loss prevention.

Our expansive range of products means we have a camera to suit any application.

Scope of Work Summary

- Design and engineering per specifications discussed in site meetings and approved plans.
- Includes twenty-three (23) indoor/outdoor IP Cameras. Additional specs upon request.
- One (1) existing Cat 6 network cable will be used for each camera location.
- Cameras will be added to a new Arteco Server. Server will be installed locally in Piatt Place MDF.
- PoE switch ports to be provided by customer.
- Includes integration to customer computer network for internet viewing.
- In order to view remotely, some Firewalls may be required to have ports opened to allow access. Programming changes of any existing Firewall must be completed by customer or customer's IT vendor.
- Accelerated Technologies professional installation and end user training.
- Any damage caused by Accelerated Technologies to work already in place will be repaired at Accelerated Technologies' expense.
- Accelerated Technologies work at a minimum shall specifically comply with the Federal Occupational Safety and Health Act (OSHA).

Note: Accelerated Technologies assumes free and ready access to all areas required for completion of this project.

Pricing Information

Equipment & Installation Total: **$37,481.00**

Authorized Signature _____ Date _____

Print Name _____ Title _____

Warranty Information

Network/Digital video recording (NDVR) equipment and cameras carry a manufacturer's warranty for two (2) years from the date of installation. Installation labor is guaranteed for a 90 day period from the date of installation.

Extended warranty and maintenance plans are available on all Accelerated Technologies supported products. Please ask your sales representative for additional details.

ACCELERATED technologies

Equipment and Materials

QTY.	Description
1	Arteco Server
23	Arteco Camera Licenses
1	36TB Hard Drive
15	Hanwha 5MP Outdoor Dome (QNV-C8013R)
15	Wall Mount/Corner Bracket Kits (125WMW1)
1	Hanwha 12MP Fisheye (QNF-C9010V)
1	Ceiling Mount Adapters (140CMT)
7	Hanwha 2MP Indoor Dome (QBD-6012R1)
7	Wall Mount Adapters (120WMW)

ACCELERATED
technologies

NOTICE OF INTENDED DECISION TO PROCEED WITH SOLE SOURCE PURCHASE NOTICE No. IS-2026-02

This notice of intended decision to enter into a sole source contract is posted in accordance with Section 287.057(5)(c), Florida Statutes. It will be posted for a period of 15 days (business days).

Project Scope/Scope of Work: Town of Jupiter Information Systems Department has reason to believe that only a sole source meets the project scope for Kantech Access Control and Arteco Camera system installation, configuration, and integration for JFRD fire stations located at 500 N US HIGHWAY 1 JUPITER, FL 33477 (Piatt Place) and 2197 W INDIANTOWN RD JUPITER, FL 33458 (Cinquez Park) and the existing Town of Jupiter Access Control System and Arteco Camera System. Only the Town's preexisting Access Control and Arteco Camera solutions installer would be able integrate newly purchased equipment into the existing environment without significant additional cost, time expenditure and disruption to the environment, hindering public safety.

How/When to Respond: Any vendor who believes it can meet or exceed the above referenced project scope is requested to provide information regarding the vendor's ability to perform the work. Please provide a written statement via email (KingW@jupiter.fl.us) to the listed Procurement Writer (King Wekenmann) referencing the Notice Number for the specific procurement and containing convincing technical data or experience sufficient to support that belief. Responses must be received no later than **5:00 P.M. E.S.T. on March 4, 2026.**

Be Advised: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

TOWN OF JUPITER

SINGLE or SOLE SOURCE APPROVAL REQUEST

This form must be completed when requesting an exception to the Town's competitive procurement policy where only one vendor has a product that will meet the Town's needs or product specifications, or only one vendor can do the work requested. Completing this form does not guarantee that the proposed vendor will be selected. It is the requestor's responsibility to provide all required information and documentation as indicated in this form. A single or sole source procurement involving contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility shall be governed by Section 287.057 Florida Statutes.

Type: (●) Sole Source ( ) Single Source **Notice of Intent #** IS-2026-02

Sole Source: The **ONLY** known supplier for unique products and services where no other options are available.
Single Source: Though there may be alternate sources for the product or service requested, circumstances dictate the use of the proposed vendor (i.e. Availability, Timeliness, Location, etc.)

Part 1: Department Information

Department Name:	Division Name:
Information Systems	

Requestor's Name: Edwin Velasquez

Requestor's Phone: 561-741-2453

Requestor's Email: edwinv@jupiter.fl.us

Initial Contract Term/Purchase Amount: $ 160,265

Funding Source: CIP

Part 2: Vendor Information

Vendor Name:	Vendor Contact Name:
Accelerated Technologies	Joe Russo
Vendor Address:	Vendor Munis ID number:
801 Maplewood Dr STE 16 Jupiter, FL 33458	V-1813
Vendor Phone:	Vendor Email:
561-427-0600	JRusso@Accelerated-Tech.com

Part 3: Description, Requirements and Justification

Please list a description, all mandatory requirements or specifications that must be met by the vendor/commodity/service, and a detailed justification to explain how and why the single or sole source is in the best interest of the Town.

Purchase and installation of Kantech KT 400 Controllers, Kantech IO smart readers, Kantech Battery, Metal Cabinet, and Power Supply and Arteco Server, cameras and licensing compatible with existing Town of Jupiter Access Control equipment and Camera System for the JFRD fire stations located at 500 N US Highway 1 Jupiter, FL 33477 (Piatt Place) and 2197 W INDIANTOWN RD JUPITER, FL 33458 (Cinquez).
Installation of Access Control system, configuration, and badging using the existing Kantech Entrapass Corporate security software and installation of additional Arteco Cameras, configuration and licensing. Installation and configuration must be integrated into existing access control and camera systems across all TOJ buildings.

As the Town's only licensed installer for the Kantech Entrapass and Arteco Camera systems, Accelerated Technologies has been instrumental for the design, installation, integration, and maintenance of these enterprise systems. The town has reason to believe that any other licensed Kantech or Arteco installers would not be able integrate the new equipment into our existing environment without significant added cost, time and disruption to the environment, hindering public safety for Police and Fire. Furthermore, the Town has reason to believe that any other licensed access control and camera solutions, will not be compatible with the existing Kantech Entrapass and Arteco solutions. Modification of these systems to substitute for different solutions, is not possible without significant additional cost, time expenditures and disruption to the environment, hindering public safety.

Part 4: Required Documentation

The following documentation must be attached to all single or single source requests:

- ☐ A signed letter from the vendor on company letterhead attesting to the fact that they are a single or sole source. The letter must be dated within the past 12 months.
- ☐ Written itemized Quote/SOW from vendor with all fees clearly identified.
- ☐ Written Notification of Intent to be Published on the Town's e-procurement platform for 15 days. Notification must be in Word format to allow for revisions.

Part 5: Department

Requestor	Signature	Date
Director	Signature	Date

Part 6: IS Department (If applicable, for all technology related procurements, excluding Water Plant Control System)

Karl Craig IS Director	Signature	3/5/26 Date

Part 7: Finance

Billie Hancock Procurement Manager	Billie Hancock Signature	3/5/2026 Date
☐ Scott Reynolds, Director ☑ Dawn Clark, Assistant Director Finance Director	Dawn Clark Signature	3/5/2026 Date

Part 8: Town Manager

Frank Kitzerow Town Manager	Signature	03/05/2026 Date

801 Maplewood Drive, Suite 16

Jupiter, FL 33458

January 1, 2026

To Whom It May Concern:

Accelerated Technologies is the sole source for Kantech (Door Access Control) and Arteco (Camera/Video Management Solutions) for the Town of Jupiter. Town of Jupiter Information Systems Department believes that Accelerated Technologies meets the project scope for Kantech Access Control and Arteco Camera system installation, configuration, and integration for JFRD fire stations located at 500 N US HIGHWAY 1 JUPITER, FL 33477 (Piatt Place) and 2197 W INDIANTOWN RD JUPITER, FL 33458 (Cinquez) and the existing Town of Jupiter Access Control System and Arteco Camera System. As the Town's preexisting Access Control and Arteco Camera solutions installer, Accelerated Technologies is able integrate newly purchased equipment into the existing environment without significant additional cost, time expenditure and disruption to the environment, hindering public safety.

Sincerely,

Joe Russo

Joe Russo

Vice President

Accelerated Technologies

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 4, 2026

Re: Procurement Review – Sole Source Purchase Order to Accelerated Technologies for JFRD Station Security Cameras and Access Controls

---

After reviewing the documents associated with the request to issue a sole source Purchase Order to Accelerated Technologies to furnish and install access control and security cameras for Cinquez and Piatt Place Fire Stations in the amount of $160,265, I have found that the request meets all procurement requirements of Section 287.057)3)c, F.S.

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

TOWN OF JUPITER
Purchase of Computer Network Equipment for Cinquez and Piatt Place Fire Stations

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving a purchase order to PCS in the amount of $51,950 for Computer Network Equipment for Cinquez and Piatt Place Fire Stations.

EXECUTIVE SUMMARY

Requesting approval to award a purchase order to PCS in the amount of $51,950 for network switches, routers, and access points from FortiNet to build out the network infrastructure at Piatt Place and Cinquez Fire Stations.

ANALYSIS

Multiple network devices are needed to complete the construction of each new fire station to connect these facilities to the Town's network and to make them operational.

The Town of Jupiter has standardized its networking environment with the use of FortiNet routers, switches, and wireless access points within the data center and all Town facilities. Extending the FortiNet platform to each of the new fire stations will provide greater reliability, improved performance, and ease of maintenance.

Beneficial pricing has been obtained through leverage of the NCPA cooperative contract 01-154 which is effective 12/01/22 to 11/30/26. By leveraging the NCPA cooperative contract (01-154) via OMNIA Partners, the Town has secured preferential pricing. This agreement provides discounts of up to 20% off MSRP, offering much better rates than those available to the Town as an independent organization.

Funding for this purchase was appropriated in the FY2026 CIP budget.

Staff requests Town Council's approval to award a purchase order in the amount of $51,950 to PCS for network switches, routers, and wireless access points from FortiNet. Approval of this item will allow the timely completion of the network infrastructure at Piatt Place and Cinquez Fire Stations.

STRATEGIC PRIORITY

● Fiscal Responsibility

ATTACHMENTS

1. PCS Quote # 018780
2. NCPA Contract 01-154 Master Agreement
3. Award Letter

4. Renewal Letter
5. Discount Structure
6. Partners List
7. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$51,950	
Amount Approved in Budget	$51,950	Sources: 31034022-564000 F2602 (FY26 FFE CIP)

For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.

Main: 305-667-0633

Email: hreichmann@pcsusa.net

Web: www.pcsusa.net

Simplify with Technology

We have prepared a quote for you

FORTINET FOR FIRESTATIONS

Quote # 018780
Version 1

Prepared for:

Town of Jupiter - FL

Prepared by:

PC Solutions & Integration

Main: 305-667-0633
Email: hreichmann@pcsusa.net
Web: www.pcsusa.net

FORTINET FOR FIRESTATIONS

Quote Information:

Quote #: 018780
Version: 1
Delivery Date: 02/27/2026
Expiration Date: 03/27/2026

Prepared for:

Town of Jupiter - FL
210 Military Trail
Jupiter, FL 33458
Daniel Baird
(561) 741-2451
danielb@jupiter.fl.us

Prepared by:

PC Solutions & Integration
Heather Reichmann
305-667-0633
Fax 305-667-0618
hreichmann@pcsusa.net

Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
Fortinet Exclusive contract: NCPA-01-154					
1	FG-121G-BDL-950-12	FortiGate-121G Hardware plus 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	$3,902.80	2	$7,805.60
2	FS-124G-FPOE	FortiSwitch-124G-FPOE Layer 2 FortiGate switch controller compatible PoE switch with 24x 2.5G/1G/100M RJ45 ports - 8x 802.3bt (90W) PoE and 16x 802.3af/at (30W) PoE - and 6x 10G/1G SFP+/SFP ports, and 1x RJ45 console port. Max 780W PoE output limit with s	$1,351.71	6	$8,110.26
3	FC-10-S24GF-247-02-12	FortiSwitch-124G-FPOE 1 Year FortiCare Premium Support	$172.04	6	$1,032.24
4	FS-148F-FPOE	FortiSwitch-148F-FPOE Layer 2 FortiGate switch controller compatible PoE+ switch with 48x 1G RJ45 with PoE+ and 4x 10G/1G SFP+/SFP ports and 1x RJ45 console port. Max 740W PoE output limit.	$1,614.41	3	$4,843.23
5	FC-10-148FF-247-02-12	FortiSwitch-148F-FPOE 1 Year FortiCare Premium Support	$205.47	3	$616.41
6	FAP-441K-A	FortiAP-441K Indoor Wireless AP - 4 radios (Wi-Fi-7 Tri-band 2.4/5/6GHz 4+4+4 4 streams 4 radios) [Note: 6GHz band not available in all regulatory domains. Use of the 6GHz band subjects to regional regulatory authority approval], internal antennas, 2x 10G	$873.53	30	$26,205.90
7	FC-10-FP41K-247-02-12	FortiAP-441K 1 Year FortiCare Premium Support	$111.18	30	$3,335.40
				Subtotal:	**$51,949.04**

Simplify with Technology

Main: 305-667-0633

Email: hreichmann@pcsusa.net

Web: www.pcsusa.net

Quote Summary

Description	Amount
Products	$51,949.04
Total:	$51,949.04

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

FORTINET

TAB 1
SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Fortinet, Inc.
Company Name

899 Kifer Road
Address

Sunnyvale	California	94086
City	State	Zip

(850) 728-6504	N/A
Telephone Number	Fax Number

baileyj@fortinet.com
Email Address

Jerilyn Bailey	Public Sector Contracts Manager
Printed Name	Position

Jerilyn Bailey
Authorized Signature

FORTINET

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Fortinet, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-154, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Fortinet, Inc.
Organization	Vendor Name
Matthew Mackel	John Whittle
Name	Name
Director, Business Development	EVP of Corporate Development, Chief Legal Officer
Title	Title
PO Box 701273	899 Kifer Road
Address	Address
Houston, TX 77270	Sunnyvale, CA 94086
Address	Address
[signature]	DocuSigned by: John Whittle 2EBD4ABC62DE44D...
Signature	Signature
December 1, 2022	12/7/2022
Date	Date

DocuSigned by:
[signature]
12/7/2022

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Fortinet, Inc.
ATTN: Jerilyn Bailey
899 Kifer Road
Sunnyvale, CA 94086

Dear Jerilyn:

Region XIV Education Service Center is happy to announce that Fortinet, Inc. has been awarded an annual contract for IT Security Products and Data Protection Solutions on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Fortinet, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Docusign Envelope ID: 79999991-8B9D-4CDF-A9AF-8EF8D288ADE1

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 13, 2025

Mr. Felix Alvarez
Director of SLED Contracts
Fortinet, Inc.
899 Kifer Road
Sunnyvale, CA 94086

Sent via email to: falvarez@fortinet.com

Re: Renewal of Region 14 ESC Contract #01-154, IT Security Products and Data Protection Solutions

Dear Mr. Alvarez:

Region 14 Education Service Center is pleased to announce that it is renewing contract #01-154, IT Security Products and Data Protection Solutions for the period December 1, 2025, through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

OMNIA Partners Contract #01-154
Fortinet - IT Security and Data Protection Solutions

Fortinet Product Categories	Standard Baseline Discount off MSRP
Hardware (HW)	20%
Software (SW and SW-SUB)	15%
HaaS	15%
SaaS	15%
Service – 12 Months Support	15%
Service – 36-60 Months Support	20%
Training Services	3%
Professional Services	3%

Docusign Envelope ID: 5DC8984A-A052-4A13-8723-D359352D33D6

Omnia Partners
Fortinet Contract 01-154 Authorized Reseller Partners

Reseller Name	Contact	Email
11:11 Systems	Matthew Parsons	matthew.parsons@1111systems.com
43tc	Julie McDermott	julie@43tc.com
5S Technologies	Michael Overton	michael.overton@5stechnologies.com
ACC Technical Services, Inc (Acctek)	Paul White	pwhite@acctek.com
ACP CreativIT LLC	Chris Nelson	Chris.Nelson@cccp.com
Ahead, Inc.	Sin Bingelow	publicsector@ahead.com
Airgap Labs LLC	Frank Wang	fwang@airgaplabs.com
All Covered	Michael Parezo	mparezo@allcovered.com
AMS.NET	Thomas Vasconi	tvasconi@ams.net
Aspire Technology Partners, LLC	Greg Klausa	teamaspire@aspiretransforms.com
BCI, Inc.	Robin Carpenter	rcarpenter@bcianswers.com
Blackhawk Data	Maryanne Pagano	mpagano@blackhawk11.com
BorderLAN Security	Diane Rogers	diane@borderlan.com; deena@borderlan.com
C2 Enterprises	Phil Thompson	philip.thompson@c2itsystems.com
Carousel Industries of North America, LLC	Lauren Testa	ltesta@carouselindustries.com
Chromis Technology, LLC	Zach Garcia	zgarcia@chromis.com
CNI Sales, Inc.	Tim Kirk	timkirk@cnisalesinc.com
Compuquip Cybersecurity	Luis Santiago	lsantiago@compuquip.com
Computacenter	Mitzi Justice	mitzi.justice@computacenter.com
CCNY Tech	Jason Germond	jason.germond@ccnytech.com
ComSource	Phil Gadsden	pgadsden@comsourceny.com
Continental Resources, Inc. (ConRes)	Lou Novakis	lnovakis@conres.com
Converge Technology Solutions	Lynda Thomas	ContractSalesSupport-PublicSector@convergetp.com
Cruxial Tecchnolgy Group	Eric Foster	eric@cruxialtech.com
C Spire Business (TekLinks dba C Spire Business)	Hollye Massey	hmassey@cspire.com
DataFree'd	Mike Phalovich	mpuhalovich@datafreed.com
Delta Network Services LLC	Michael McGregor	mike.mcgregor@delta-ns.com
DGR Systems	Amanda Dugger	adugger@dgrsystems.com
DOF Creations, LLC.	Saeed Gordon	sbgordon@dofcreations.com
Dox Electronics	Ken Schwartz	kens@doxnet.com
DyntekServices dba Arctiq	Darlene Pricher	darlene.pricher@dyntek.com
Eastern DataComm LLC	Susan Jabbusch	susan@cadinc.com
EduTek Ltd	Mario Caligiuri	mario.caligiuri@edutekltd.com
ePlus Technology, Inc.	Amy Knower	Amy.Knower@eplus.com
ESX Technology Solutions	Renee Ramirez	rramirez@esxtech.com
General Datatech (GDT)	Jennifer Childs	jennifer.childs@gdt.com
GLS, Inc.	Tom Gentle	tgentle@gls.com
Golden Star Technology Inc. (GST)	Phillip Lin	phillipl@gstinc.com
GuidePoint Security, LLC	Rich Hildago	rich.hidalgo@guidepointsecurity.com
Gulf South Technology Solutions, Inc	James Moak	james@gulfsouthtech.com
Heartland Business Solutions	Partner Relations	inquiry@hbs.net
Hypertec USA	Mike Marracino	mmarracino@hypertec.com
iConvergence	Beau Peyton	beaup@iconvergence.com
Infobond	Jo Davalos	wyragui@infobond.com; jdavalos@infobond.com
In-Telecom Consulting LLC	Shawn Torres	storres@in-telecom.com
InterDev LLC	Gary Nichols	GNichols@Interdev.com
ISG Technology	Michael Reece	mreece@isgtech.com
ISSQUARED, Inc.	Lee Craft-Gobeille	rgobeill@issquaredinc.com
Katalyst	Luke Johnson	ljohnson@katalystng.com
Layer8 Consulting	Elden Quesinberry	equesinberry@L8C.com
Liquid Networx	Robert Short	Ateam@liquidnetworx.com
Lyon Micro	Kyle Lyon	kyle@lyonmicro.com
Loial Inc. (formerly Aquila)	Madison Talcott	mtalcott@loialinc.com
MGT Impact Solutions, LLC (Formerly Layer 3)	Paula Sands	psands@mgt.us
Mission Critical Systems	Maryanne Caruso	mcaruso@locked.com
MOREnet	Adam Boley	boleya@more.net
Nth Generation Computing Inc	Stephanie Moser	Stephanie@nth.com
NetSync	Jeff Barker	jbarker@netsync.com
Network Experts of New York	Anu McGowan	anu@albany-technology.com
NXT GEN Technologies	Paul Mansur	pmansur@nxtgentech.com
PC Solutions & Integration	David Rudnick	david@pcsusa.net
Peak Methods	Jennifer McCuistian	peak.accounting@peakuptime.com; Jennifer.McCuistian@peakuptime.com
PIER Group LLC	Chad Williams	cwilliams@piergroup.com
PNG Telecommunications Inc., dba Powernet	Tony Wells	twells@powernetco.com
PNW Security LLC	Derek Hanson	derek@pnwsecurity.com

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 4, 2026

Re: Procurement Review – Cooperative Purchase Order Request to PC Solutions & Integrations

JFRD – Fortinet network switches, routers and access points

After reviewing the documents associated with the request to issue a Purchase Order to PC Solutions & Integrations in the amount of $51,49.04 from the NCPA cooperative contract 01-154 for the Jupiter Fire Rescue Department FortiNet equipment, I have found that the request meets all procurement requirements of F.S. 287.056.

This cooperative purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
Approving the purchase of four (4) Hamilton T1 ventilators and accessories

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approving the purchase of four (4) Hamilton T1 ventilators and accessories with Hamilton Medical at $87,000.

EXECUTIVE SUMMARY
Staff is requesting approval to purchase four (4) Hamilton T1 Transport Ventilators and accessories for $87,000. The Hamilton T1 Transport Ventilator is a portable life-support breathing machine designed specifically for use in ambulances. The ventilator allows our ambulance crews to deliver hospital-level breathing care en route to the hospital. It improves patient safety, reduces the risk of complications during transport, and ensures continuity of care from the scene to the emergency room.

ANALYSIS
What makes the Hamilton T1 Transport Ventilator especially valuable is that it automatically adjusts to a patient's breathing needs in real time. That means it can safely support a wide range of patients, from children to adults, without constant manual adjustments. It also continuously monitors oxygen and carbon dioxide levels, providing paramedics with clear information on a patient's breathing status.

Hamilton Medical is the sole source manufacturer and distributor of the Hamilton T1 Transport Ventilator. Hamilton Medical sells directly to the end-user, and there are no agents or dealers authorized to represent this product. The single-source approval request and finance approval memo were completed and approved. A single-source justification letter and notice of intent were posted on DemandStar for 15 days without challenge.

STRATEGIC PRIORITY
- Fiscal Responsibility
- Safety

ATTACHMENTS
1. Hamilton T1 and Accessories Quote
2. Single Source Approval
3. Notice of Intent
4. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$87,000	
Amount Approved in Budget	$87,000	Sources: Operating Supplies 04534126-552000 Machinery and Equipment 04534126-564000 Books, Dues, Pubs, and Subscriptions 554000
Additional Funding Requested	$	Sources:

For more information or copies of the attachments, please contact Tim Roche at TimRo@jupiter.fl.us or 561-741-2481.

Hamilton Medical, Inc.
201 Edison Way
Reno, NV 89502
Phone:(800)426-6331
Fax:(775)856-5621
www.hamilton-medical.com

Attachment 1 - Hamilton T1 and Accessories Quote

Quote Date: 12/16/2025

Jupiter Fire Rescue
3133 Washington Street
Jupiter, Florida 33458

Attention: Tim Roche
(954) 632-6982
Timro@jupiter.fl.us

Emergency Medical Services

JFR.4T1.121625.JJCR

Qty	PART #	DESCRIPTION	UNIT LIST PRICE	QUOTED PRICE	EXTENDED DISCOUNT	EXTENDED PRICE
4	**11001R**	**HAMILTON-T1 EMS Package**	$21,925.68	$16,500.00	$21,702.72	$66,000.00
4	10102336	HAMILTON-T1 English (USA) Language Kit	$0.00			Included
4	10102122	HAMILTON-T1 Adult/Pediatric Configuration	$0.00			Included
4	10102150	HAMILTON-T1 Li-Ion Batteries (Qty 2)- Initial Order	$617.97			Included
1	59600	Clinical Training	$2,163.20			Included
4	10105900	HAMILTON-T1 O2 Cell- Initial Order	$141.94			Included
4	160470	DISS CONNECTOR O2 - PLATFORM C	$107.72			Included
4	355198	HAMILTON-C3/C2/C1/T1 POWER CORD	$26.65			Included
4	10102137	HAMILTON-T1 Universal Mount Handle	$0.00			Included
4	161066	HAMILTON-T1 NIV, NIV S/T Application	$2,143.22			Included
4	10102127	HAMILTON-T1 USA Customization	$0.00			Included
4	161635	HAMILTON-T1 Comm Board (CO2,SPO2,COM1)	$696.02	$566.14	$519.52	$2,264.56
4	282157	HAMILTON-C1/T1 CO2 CAPNOSTAT-5 CO2 Sensor- Angled Connector	$2,844.28	$2,313.53	$2,123.00	$9,254.12
Sub Total						$77,518.68
Additional Items						
1	1085	Valved-Tee Adapter - 15mm OD/15mm ID (50/CS)	$367.50	$210.00	$157.50	$210.00
1	10161769	BiTrac™ Select Full Face, Adult Small, Interchangeable Standard Elbow, Qty. 10	$365.75	$269.50	$96.25	$269.50
3	10161771	BiTrac™ Select Full Face, Adult Large, Interchangeable Standard Elbow, Qty. 10	$365.75	$269.50	$288.75	$808.50
4	10161770	BiTrac™ Select Full Face, Adult Medium, Interchangeable Standard Elbow, Qty. 10	$365.75	$269.50	$385.00	$1,078.00
3	260128	HAMILTON-C1/T1/MR1 Breathing Circuit, w/ E-Valve & Flow Sensor, Adult/Ped (20/BX) 180cm	$1,681.63	$1,013.07	$2,005.68	$3,039.21
8	10150187	HAMILTON-T1 PM Only Service Contract (Travel labor, travel expenses, and battery replacement are not included)	$500.00	$500.00		$4,000.00
Sub Total						$9,405.21
Trade-in						$0.00
Sub Total						$86,923.89
					Sales Tax 0.000%	$0.00
					Shipping Charges	$0.00
					Quantity Discount	$0.00
Quote Total						$86,923.89

Finance Option **No. of Periods (Months)** 60 **Monthly Payment** $1,783.38

Comments: Tier 1.

Hamilton Medical Inc. Emergency Medical Services Terms and Conditions of Sale

1. Prices

Prices are in US Dollars.

2. Payment terms

NET 30 days after invoice date. Payment terms are not extended while waiting for the issuance of a credit.

3. Freight terms

FOB Origin Pre-paid and added

4. Warranty

Two year parts & One year labor on new equipment. Ninety (90) day warranty on any upgrade parts. Extended warranties are available. The CO2 Capnostat 5 sensor and Aerogen cable have a One year manufacturer's warranty. All turbines installed in Hamilton-C1/T1/MR1/C6/C3 ventilators shipped from Hamilton

Medical AG on or after July 1st, 2014 are warrantied for five (5) years against defects in design, material and workmanship under normal use for which it is intended. During the warranty period, Hamilton Medical will repair or replace, at its discretion, defective components or assemblies.

5. Validity:

The prices quoted are valid through November 30th, 2026.

6. Technical Support

Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc. equipment.

7. Special Conditions

Hamilton Medical, Inc. does not supply; the cables, hardware, software or middle ware needed to integrate Hamilton Medical equipment with any facilities current Hospital Information or Electronic Medical Record systems.

8. Trade-In Equipment

Quotations that include trade-in equipment; Hamilton Medical may offer a trade-in credit, per competitive ventilator, on a one-to-one basis. To receive the trade-in credit, the serial numbers for all trade-in devices must be included with the purchase order. A mutual agreement for the arrangement of the disposal/transfer of the trade-in ventilators needs to be made within 30 days after the delivery of the new equipment. All trade-in equipment must either be destroyed or released to an authorized Hamilton Medical representative within 60 days after the delivery of the new equipment. Failure to meet the stated dates will result in forfeiture of the total trade-in credit. Trade-in values may fluctuate based on market demand.

9. Delivery

Expected delivery within 60 days of receipt & acceptance of purchase order.

10. Advertising & Promotion

Hamilton Medical may include information about the use of Hamilton Medical products at through Hamilton Medical's distribution channels; including but not limited to, web sites, press releases and reference lists, in the form of text and/or photographic images. Prior to use and publication, all copy shall be forwarded for its approval, which approval shall not be unreasonably withheld or delayed.

11. Purchase Orders

Purchase orders can be placed via GHX or by sending an e-mail to customer.service@hamiltonmedical.com.

12. Service Training Tuition

If applicable, service training tuition credits are valid for three years from the date of invoice. If the tuition is not used within three years, it will be forfeited and cancelled.

13. Financing

Monthly payment is based on credit approval. All submitted documentation must be satisfactory to Hamilton Medical Financial. Should you have any questions, please contact your Hamilton Account Manager.

14. Sales Tax

Sales tax will be included on quotations for facilities that do not have a tax exemption certificate on file with Hamilton Medical, Inc. If applicable, provide Hamilton Medical, Inc. with a current tax exemption certificate to receive a quotation without sales tax. Once a current tax exemption certificate is provided, Hamilton Medical, Inc. will update your account to reflect the tax exempt status.

All information and pricing contained in this agreement is legally privileged and/or CONFIDENTIAL information to be shared only between Hamilton Medical Inc. and the direct recipient of this quote. You are hereby notified that any dissemination, distribution or copying of this agreement and/or Exhibits outside of Hamilton Medical Inc. and employees is strictly prohibited.

Quote Date	Tuesday, December 16, 2025
Account Manager	Jesse James Carroll, RRT
Account Manager Phone:	(561) 764-5505
Account Manager Email	jesse.carroll@hamiltonmedical.com

Phone:(775)858-3200
Fax:(775)856-5621
www.hamilton-medical.com

Version 17.4

TOWN OF JUPITER

SINGLE/SOLE SOURCE APPROVAL REQUEST

This form must be completed when requesting an exception to the Town's competitive procurement policy where only one vendor has a product that will meet the Town's needs or product specifications, or only one vendor can do the work requested. Completing this form does not guarantee that the proposed vendor will be selected. It is the requestor's responsibility to provide all required information and documentation as indicated in this form. A sole or single source procurement involving contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility shall be governed by Section 255.20, Florida Statutes.

Type of Source: ___Sole Source __X__ Single Source **Purchase Request #** _____

Sole Source: The **ONLY** known supplier for unique products and services where no other options are available
Single Source: Though there may be alternate sources for the product or service requested, circumstances dictate the use of the proposed vendor (i.e. Availability, Timeliness, Location, etc.)

Part 1: Department Information

Department Name: Fire and Rescue	Division Name: EMS
Requestor's Name: Tim Roche	
Requestor's Phone: 561-741-2481	
Requestor's Email: TimRo@jupiter.fl.us	
Initial Contract Term/Purchase Amount: $ 86,923.89	
Funding Source: Operating Supplies 552000 EMS OPS 04534126	

Part 2: Vendor Information

Vendor Name: Hamilton Medical Inc.	Vendor Contact Name: Jesse Carroll
Vendor Address: 201 Edison Way, Reno, NV 89502	Vendor Munis ID number: 4395
Vendor Phone: 561-764-5505	Vendor Email: jesse.carroll@hamiltonmedical.com

Part III: Description and Purpose of Commodity and/or Service

Please describe what the commodity or service is and what it is being purchased for.

The Hamilton T-1 transport ventilator is a ventilator designed for mobile transports with the same capabilities of an in-hospital ventilator. The purchase is for support with patients suffering with respiratory failure and illness.

Part IV: Mandatory Requirements and Specifications

Please list any mandatory requirements or specifications that must be met by the vendor/commodity/service (i.e., government regulations, integration with existing systems, proprietary software, delivery times.)

The justification memo contains specific descriptions; however, the highlighted areas is usage with adult and pediatric patients, adaptive support ventilations that automatically adjust tidal volume, respiratory rate, and inspiratory pressure, and the various ventilation support modes based on the type of respiratory assistance needed like invasive ventilation, mandatory and assisted mandatory, and pressure-based ventilation.

Part 4: Required Documentation

The following documentation must be attached to all sole/single source requests:

Written Justification Memo on Town letterhead, signed by the Department Director. The memo must identify the need/problem, unique features, regulatory mandates, compatibility/proprietary parts, market research, exclusivity, urgency, deadlines, and endorsement from end user.

A signed letter from the vendor on company letterhead attesting to the fact that they are a sole/single source. The letter must be dated within the past 12 months.

Written itemized Quote/SOW from vendor with all fees clearly identified.

Written Notification of Intent to be Published on the Town's e-procurement platform for 15 days. Notification must be in Word format to allow for revisions.

Part 6: Department

Tim Roche	Timothy Roche Digitally signed by Timothy Roche Date: 2026.01.16 10:24:09 -05'00'	01/16/2026
Requestor	Signature	Date
Darrel Donatto	Darrel Donatto Darrel Donatto 2026.01.16 10:31:54 -05'00'	
Director	Signature	Date

Part 7: Finance

Billie Sue Hancock	Billie Hancock	2/12/2026
Procurement Manager	Signature	Date
	Dawn Clark	02/13/2026
Finance Director	Signature	Date

__Scott Reynolds, Director
✓Dawn Clark,Assistant Director

Part 7: Town Manager

	X	02/17/2026
Town Manager Frank Kitzerow	Signature	Date

DATE: December 24, 2025

TO: Scott Reynolds, Director of Finance

FROM: Fire Chief

SUBJECT: Sole Source Procurement Justification – Hamilton-T1 transport ventilator

This memorandum officially requests and justifies the sole-source procurement of the Hamilton-T1 transport ventilator. This purchase is crucial for the operational readiness and efficiency of the new Jupiter Fire Rescue department. After careful review, it has been confirmed that this procurement complies with the Town of Jupiter's Sole Source Purchase Policy.

The Town's policy defines sole-source procurement as the acquisition of goods that, for practical purposes, can be obtained from only a single vendor due to limited technology, technological compatibility with existing systems, or other unique qualities. The purchase of the Hamilton-T1 transport ventilator meets these criteria for the following reasons:

No Other Source Can Meet the Town's Requirements (Policy 1.a.):

Jupiter Fire Rescue Department requires a transport ventilator capable of delivering intensive care, including support for critically ill patients with acute respiratory failure. The Hamilton-T1 transport ventilator uniquely meets these requirements through its combination of advanced ventilation modes, closed-loop automation, and real-time physiologic monitoring, features not available from other transport ventilators currently on the market.

The Hamilton-T1 provides closed-loop ventilation through Adaptive Support Ventilation® (ASV), which automatically selects and continuously adjusts respiratory rate, tidal volume, and inspiratory pressure based on the patient's lung mechanics and spontaneous breathing effort. This capability allows for lung-protective ventilation during transport by reducing driving pressure and limiting injurious ventilation strategies, a feature not offered by conventional transport ventilators that rely on manual clinician adjustments.

In addition, the Hamilton-T1 incorporates Dynamic Lung visualization and integrated volumetric capnography (VCO_2), enabling clinicians to monitor real-time changes in pulmonary mechanics and ventilation efficiency throughout transport. Competing transport ventilators typically provide only basic waveforms or end-tidal CO_2 measurements and lack the ability to visualize lung compliance, resistance, and heart–lung interaction in real time.

The ventilator also offers advanced modes such as Airway Pressure Release Ventilation (APRV/DuoPAP), IntelliTrig® technology to reduce patient–ventilator asynchrony, and seamless transition between invasive and non-invasive ventilation. The combination of these features supports higher-acuity patients who would otherwise require ICU-grade ventilators not designed for transport use.

Based on these functional requirements, no other manufacturer provides a transport ventilator that delivers the same integrated closed-loop ventilation, advanced lung-protective modes, and comprehensive physiologic monitoring necessary to meet the Jupiter Fire Rescue Department's operational and clinical needs during patient transport.

In accordance with the Town's policy (Section 2), a letter from Hamilton Medical is attached, confirming their status as the sole-source for this type of technology for patient transport ventilators and the exclusive distributor of the product.

Since Hamilton Medical is the only vendor with the technology and distribution, I request your approval for this sole-source purchase.

Thank you for your consideration of this critical public safety procurement.

Respectfully,

Fire Chief
Town of Jupiter Fire Rescue

NOTICE OF INTENDED DECISION TO PROCEED WITH SINGLE/SOLE SOURCE PURCHASE

NOTICE No. JFRD -2026-01 – NOTICE OF INTENT

This notice of intended decision to enter into a single/sole source contract is posted in accordance with Section 287.057(5)(c), Florida Statutes. It will be posted for a period of 15 business days.

Project Scope/Scope of Work: Jupiter Fire Rescue Department has reason to believe that only a single source meets the project scope for a medically advanced, intuitive transport ventilator. Hamilton Medical Inc. manufactures and distributes the Hamilton-T1 transport ventilator, which meets those requirements.

Jupiter Fire Rescue Department requires a transport ventilator capable of delivering intensive care, including support for critically ill patients with acute respiratory failure for adults and pediatrics. The Hamilton-T1 transport ventilator uniquely meets these requirements through its combination of advanced ventilation modes, closed-loop automation, and real-time physiologic monitoring, features not available from other transport ventilators currently on the market.

The Hamilton-T1 provides closed-loop ventilation through Adaptive Support Ventilation® (ASV), which automatically selects and continuously adjusts respiratory rate, tidal volume, and inspiratory pressure based on the patient's lung mechanics and spontaneous breathing effort. This capability allows for lung-protective ventilation during transport by reducing driving pressure and limiting injurious ventilation strategies, a feature not offered by conventional transport ventilators that rely on manual clinician adjustments.

In addition, the Hamilton-T1 incorporates Dynamic Lung visualization and integrated volumetric capnography (VCO_2), enabling clinicians to monitor real-time changes in pulmonary mechanics and ventilation efficiency throughout transport. Competing transport ventilators typically provide only basic waveforms or end-tidal CO_2 measurements and lack the ability to visualize lung compliance, resistance, and heart–lung interaction in real time.

The ventilator also offers advanced modes such as Airway Pressure Release Ventilation (APRV/DuoPAP), IntelliTrig® technology to reduce patient–ventilator asynchrony, and seamless transition between invasive and non-invasive ventilation. The combination of these features supports higher-acuity patients who would otherwise require ICU-grade ventilators not designed for transport use.

How/When to Respond: Any vendor who believes it can meet or exceed the above-referenced project scope is requested to provide information regarding the vendor's ability to perform the work. Please provide a written statement via email (TimRo@jupiter.fl.us)

to the listed Procurement Writer (Tim Roche) referencing the Notice Number for the specific procurement and containing convincing technical data or experience sufficient to support that belief. Responses must be received no later than **2:00 P.M. E.S.T. on February 5, 2025.**

Be Advised: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 4, 2026

Re: Procurement Review – Single Source Purchase Request

Hamilton Medical – Hamilton T1 Transport Ventilator

After reviewing the documents associated with the request to issue a Purchase Order to Hamilton Medical in the amount of $86,923.89 under a single source procurement for the Hamilton T1 Transport Ventilator for the Jupiter Fire Rescue Department, I have found that the request meets all procurement requirements of F.S. 287.057.

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

TOWN OF JUPITER
Approving the Purchase of FortiGate Firewalls for the Town's Data Center

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving a purchase order in the amount of $64,224 to PCS for FortiGate Firewalls for the Town's data center

EXECUTIVE SUMMARY

Requesting approval to award a purchase order to PCS in the amount of $64,224 for hardware refresh, annual maintenance, and support services from Fortinet for the FortiGate firewalls, the primary security appliance in use at the Town's data center.

ANALYSIS

The Town maintains nine FortiGate appliances in the data center and at various Town facilities where internet connections are required to conduct Town business. These devices are a key component in the physical and logical cybersecurity and internet protections the Information Systems department has implemented in recent years to reduce the risk of cybercrime. The primary firewall which handles network security operations for most Town facilities, internally hosted servers, and day-to-day operations has reached the end of its usable lifecycle. This hardware refresh is necessary to remain compliant with best practice, state and federal policies, and ensures the Town is well-equipped to address the ever-changing landscape of technology and cybersecurity.

Beneficial pricing has been obtained through the NCPA cooperative contract 01-154. By leveraging the NCPA cooperative contract (01-154) via OMNIA Partners, the Town has secured preferential pricing. This agreement provides discounts of up to 20% off MSRP, offering much better rates than those available to the Town as an independent organization.

Funding for this purchase was appropriated in the FY2026 operating budget.

Staff requests Town Council's approval to issue a purchase order to PCS in the amount of $64,224 for the purpose of replacing the FortiGate firewalls, which are at the end of their useful life cycle. Approval of this item will allow continued safe internet connectivity and improved cybersecurity for Town staff to conduct business.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. PCS Quote 018539
2. NCPA Contract 01-154 Master Agreement
3. Award Letter

4. Renewal Letter
5. Discount Structure
6. Partners List
7. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$64,224	
Amount Approved in Budget	$64,224	Sources*: 125213 546000 Repair & Maintenance

For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.

Main: 305-667-0633

Email: hreichmann@pcsusa.net

Web: www.pcsusa.net

Simplify with Technology

We have prepared a quote for you

FORTIGATE FIREWALL

Quote # 018539
Version 1

Prepared for:

Town of Jupiter - FL

Prepared by:

PC Solutions & Integration

Simplify with Technology

Main: 305-667-0633

Email: hreichmann@pcsusa.net

Web: www.pcsusa.net

FORTIGATE FIREWALL

Quote Information:

Quote #: 018539

Version: 1
Delivery Date: 02/11/2026
Expiration Date: 05/12/2026

Prepared for:

Town of Jupiter - FL

210 Military Trail
Jupiter, FL 33458
Daniel Baird
(561) 741-2451
danielb@jupiter.fl.us

Prepared by:

PC Solutions & Integration

Heather Reichmann
305-667-0633
Fax 305-667-0618
hreichmann@pcsusa.net

Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
Fortinet Exclusive contract: NCPA-01-154					
1	FG-701G-BDL-950-12	FortiGate-701G Hardware plus 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	$26,832.00	2	$53,664.00
2	FP-PS001-AH	After Business Hours/ Weekend Service Surcharge Per Day Surcharge for Service Delivered After-Hours/ Weekend in addition to the Daily Charge	$660.00	1	$660.00
3	FP-10-PS001-801-01-01	Remote Resource Service (FortiCare Contract)	$3,300.00	3	$9,900.00
				Subtotal:	**$64,224.00**

Quote Summary

Description	Amount
Products	$64,224.00
Total:	$64,224.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

FORTINET

TAB 1
SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Fortinet, Inc.
Company Name

899 Kifer Road
Address

Sunnyvale	California	94086
City	State	Zip

(850) 728-6504	N/A
Telephone Number	Fax Number

baileyj@fortinet.com
Email Address

Jerilyn Bailey	Public Sector Contracts Manager
Printed Name	Position

Jerilyn Bailey
Authorized Signature

FORTINET

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Fortinet, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-154, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Fortinet, Inc.
Organization	Vendor Name
Matthew Mackel	John Whittle
Name	Name
Director, Business Development	EVP of Corporate Development, Chief Legal Officer
Title	Title
PO Box 701273	899 Kifer Road
Address	Address
Houston, TX 77270	Sunnyvale, CA 94086
Address	Address
[signature]	DocuSigned by: John Whittle 2EBD4ABC62DE44D...
Signature	Signature
December 1, 2022	12/7/2022
Date	Date

DocuSigned by:
[signature]
12/7/2022

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Fortinet, Inc.
ATTN: Jerilyn Bailey
899 Kifer Road
Sunnyvale, CA 94086

Dear Jerilyn:

Region XIV Education Service Center is happy to announce that Fortinet, Inc. has been awarded an annual contract for IT Security Products and Data Protection Solutions on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Fortinet, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Docusign Envelope ID: 79999991-8B9D-4CDF-A9AF-8EF8D288ADE1

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 13, 2025

Mr. Felix Alvarez
Director of SLED Contracts
Fortinet, Inc.
899 Kifer Road
Sunnyvale, CA 94086

Sent via email to: falvarez@fortinet.com

Re: Renewal of Region 14 ESC Contract #01-154, IT Security Products and Data Protection Solutions

Dear Mr. Alvarez:

Region 14 Education Service Center is pleased to announce that it is renewing contract #01-154, IT Security Products and Data Protection Solutions for the period December 1, 2025, through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

OMNIA Partners Contract #01-154
Fortinet - IT Security and Data Protection Solutions

Fortinet Product Categories	Standard Baseline Discount off MSRP
Hardware (HW)	20%
Software (SW and SW-SUB)	15%
HaaS	15%
SaaS	15%
Service – 12 Months Support	15%
Service – 36-60 Months Support	20%
Training Services	3%
Professional Services	3%

Omnia Partners
Fortinet Contract 01-154 Authorized Reseller Partners

Reseller Name	Contact	Email
11:11 Systems	Matthew Parsons	matthew.parsons@1111systems.com
43tc	Julie McDermott	julie@43tc.com
5S Technologies	Michael Overton	michael.overton@5stechnologies.com
ACC Technical Services, Inc (Acctek)	Paul White	pwhite@acctek.com
ACP CreativIT LLC	Chris Nelson	Chris.Nelson@cccp.com
Ahead, Inc.	Sin Bingelow	publicsector@ahead.com
Airgap Labs LLC	Frank Wang	fwang@airgaplabs.com
All Covered	Michael Parezo	mparezo@allcovered.com
AMS.NET	Thomas Vasconi	tvasconi@ams.net
Aspire Technology Partners, LLC	Greg Klausa	teamaspire@aspiretransforms.com
BCI, Inc.	Robin Carpenter	rcarpenter@bcianswers.com
Blackhawk Data	Maryanne Pagano	mpagano@blackhawk11.com
BorderLAN Security	Diane Rogers	diane@borderlan.com; deena@borderlan.com
C2 Enterprises	Phil Thompson	philip.thompson@c2itsystems.com
Carousel Industries of North America, LLC	Lauren Testa	ltesta@carouselindustries.com
Chromis Technology, LLC	Zach Garcia	zgarcia@chromis.com
CNI Sales, Inc.	Tim Kirk	timkirk@cnisalesinc.com
Compuquip Cybersecurity	Luis Santiago	lsantiago@compuquip.com
Computacenter	Mitzi Justice	mitzi.justice@computacenter.com
CCNY Tech	Jason Germond	jason.germond@ccnytech.com
ComSource	Phil Gadsden	pgadsden@comsourceny.com
Continental Resources, Inc. (ConRes)	Lou Novakis	lnovakis@conres.com
Converge Technology Solutions	Lynda Thomas	ContractSalesSupport-PublicSector@convergetp.com
Cruxial Tecchnolgy Group	Eric Foster	eric@cruxialtech.com
C Spire Business (TekLinks dba C Spire Business)	Hollye Massey	hmassey@cspire.com
DataFree'd	Mike Phalovich	mpuhalovich@datafreed.com
Delta Network Services LLC	Michael McGregor	mike.mcgregor@delta-ns.com
DGR Systems	Amanda Dugger	adugger@dgrsystems.com
DOF Creations, LLC.	Saeed Gordon	sbgordon@dofcreations.com
Dox Electronics	Ken Schwartz	kens@doxnet.com
DyntekServices dba Arctiq	Darlene Pricher	darlene.pricher@dyntek.com
Eastern DataComm LLC	Susan Jabbusch	susan@cadinc.com
EduTek Ltd	Mario Caligiuri	mario.caligiuri@edutekltd.com
ePlus Technology, Inc.	Amy Knower	Amy.Knower@eplus.com
ESX Technology Solutions	Renee Ramirez	rramirez@esxtech.com
General Datatech (GDT)	Jennifer Childs	jennifer.childs@gdt.com
GLS, Inc.	Tom Gentle	tgentle@gls.com
Golden Star Technology Inc. (GST)	Phillip Lin	phillipl@gstinc.com
GuidePoint Security, LLC	Rich Hildago	rich.hidalgo@guidepointsecurity.com
Gulf South Technology Solutions, Inc	James Moak	james@gulfsouthtech.com
Heartland Business Solutions	Partner Relations	inquiry@hbs.net
Hypertec USA	Mike Marracino	mmarracino@hypertec.com
iConvergence	Beau Peyton	beaup@iconvergence.com
Infobond	Jo Davalos	wyragui@infobond.com; jdavalos@infobond.com
In-Telecom Consulting LLC	Shawn Torres	storres@in-telecom.com
InterDev LLC	Gary Nichols	GNichols@Interdev.com
ISG Technology	Michael Reece	mreece@isgtech.com
ISSQUARED, Inc.	Lee Craft-Gobeille	rgobeill@issquaredinc.com
Katalyst	Luke Johnson	ljohnson@katalystng.com
Layer8 Consulting	Elden Quesinberry	equesinberry@L8C.com
Liquid Networx	Robert Short	Ateam@liquidnetworx.com
Lyon Micro	Kyle Lyon	kyle@lyonmicro.com
Loial Inc. (formerly Aquila)	Madison Talcott	mtalcott@loialinc.com
MGT Impact Solutions, LLC (Formerly Layer 3)	Paula Sands	psands@mgt.us
Mission Critical Systems	Maryanne Caruso	mcaruso@locked.com
MOREnet	Adam Boley	boleya@more.net
Nth Generation Computing Inc	Stephanie Moser	Stephanie@nth.com
NetSync	Jeff Barker	jbarker@netsync.com
Network Experts of New York	Anu McGowan	anu@albany-technology.com
NXT GEN Technologies	Paul Mansur	pmansur@nxtgentech.com
PC Solutions & Integration	David Rudnick	david@pcsusa.net
Peak Methods	Jennifer McCuistian	peak.accounting@peakuptime.com; Jennifer.McCuistian@peakuptime.com
PIER Group LLC	Chad Williams	cwilliams@piergroup.com
PNG Telecommunications Inc., dba Powernet	Tony Wells	twells@powernetco.com
PNW Security LLC	Derek Hanson	derek@pnwsecurity.com

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 4, 2026

Re: Procurement Review – cooperative Purchase Order Request to PC Solutions & Integrations

FortiGate Firewall Maintenance, Services and Hardware Refresh

---

After reviewing the documents associated with the request to issue a Purchase Order PC Solutions & Integrations in the amount of $64,224 from the NCPA cooperative contract 01-154 for the Jupiter Fire Rescue Department FortiGate Firewall Maintenance, Service and hardware refresh, I have found that the request meets all procurement requirements of F.S. 287.056.

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

TOWN OF JUPITER
Jupiter Lighthouse World War II Barracks Skirt Fence Project

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Work Order 3 to Kirchman Construction Co. (Contract EPW 2025-34A) for the Jupiter Lighthouse World War II Barracks Skirt Fence in the amount of $93,206.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order No. 3 from Contract EPW2025-34A with Kirchman Construction Co. for the Jupiter Lighthouse World War II Barracks Skirt Fence in an amount not to exceed $93,206.

Work Order No. 3 authorizes Kirchman Construction Co. to remove and replace the skirt fence at the Jupiter Lighthouse World War II Barracks. The scope of work includes but is not limited to: remove existing fence, install and permit approximately 400 L.F. of aluminum chain link fence system and two gates for crawlspace access.

This work order will fall under an existing continuing services contract, EPW 2025-34A which has been reviewed by the Town Attorney for legal sufficiency.

ANALYSIS

Kirchman Construction Co. was awarded a continuing services contract (EPW 2025-34A) by the Town Council in December 2025. Staff has determined that Kirchman Construction Co. can provide the necessary contracting services for the Jupiter Lighthouse World War II Barracks Skirt Fence.

Approval of this item will authorize the Town Manager to execute Work Order No. 3 with Kirchman Construction Co. in an amount not to exceed $93,206 for the Jupiter Lighthouse World War II Barracks Skirt Fence Renovation project.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Work Order
2. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$93,206	
Amount Approved in Budget	$93,206	Sources: 31031041-546000-E2401 WWII Foundation Assessment
Additional Funding Requested	$	Sources:

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

CONTRACT #: EPW 2025-34A
CONTRACT NAME: Kirchman Construction Co.
WORK ORDER NO.: 3
PROJECT NAME: Jupiter Lighthouse World War II Barracks Skirt Fence

Pursuant to that certain Contract ("**Contract**") between the Town of Jupiter ("TOWN") and Kirchman Construction Co. ("**CONTRACTOR**") dated December 2, 2025, **CONTRACTOR** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of $93,205.74 all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	**21** calendar days
Final Completion Time:	**30** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$375.00** per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 17th day of March in year, 2026.

Kirchman Construction Co.

Ronald E. Kirchman
President

REVIEWED BY:

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

TOWN OF JUPITER

Frank Kitzerow
Town Manager

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

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

KIRCHMAN CONSTRUCTION CO.

1241 SE INDIAN STREET, SUITE 108, STUART, FL 34997
Phone: (772) 283-4256 · Fax: (772) 283-1570
Email: ronnie@kirchmanconstruction.com

DATE: 02/20/2026 Rev. 1

ATTN: Mr. Bill Graves

PROPOSAL

PROJECT: Town of Jupiter
Jupiter Lighthouse World War II Barracks Skirt Fence
Jupiter, FL 33458

The undersigned, as bidder, declares that he has examined the site of the work and familiarized himself with the local conditions and extent of the work; that he has carefully reviewed the plans and proposes to furnish all labor, material, equipment and other items, facilities and services for the proper execution and completion of the interior tenant build out.

Base Bid: Ninety-Three Thousand Two Hundred Five Dollars& 74 /100---------- $93,205.74

All costs for taxes, labor, material, and equipment necessary to complete the work are included in the base bid amount. The fixed percentage overhead and profit for any additional work which may arise during the construction shall be as per our continuing contract as to the labor rate and contractor's fee.

Kirchman Construction Co. is a corporation organized under the laws of the State of Florida filed on September 20, 1971. Florida Construction Industry Certification Number CGC048554, Ronald E. Kirchman II.

General Liability and Worker's Compensation Insurance shall be maintained for Kirchman Construction Co. with the owner as additional insured.

QUALIFICATIONS:

- Refer to the attached subcontractor back up for all items included/excluded and attached cost breakdown for work.
- All material: posts, rails, fence fasteners ect. will all be aluminum
- Height of the proposed installed fence will vary due to the grade conditions, but the top rail will remain level. The fence will be cut as needed, which will vary from two feet plus/minus to five feet plus/minus in heights. Bottom of fence will be in the existing dirt grade approx. 3" to 12" varies depending on existing grade
- The west side of the building at the HVAC units will remove the fence but no new fence as the existing black vinyl wrapped fence is already installed and safes off the west side.
- New fence will be at the north, east and south exterior walls
- Disassemble, remove, and proper dispose of existing galvanized chain fence, the line posts will be cut underground approx. 12" below grade for removal
- Provide and install approximately 400 L.F. of Aluminum chain link fence system

- Includes (2) aluminum swing gates for Crawlspace access
- Obtain all necessary Town of Jupiter permits, including Building Department Fence Permit (permit fees paid for by the Town)
- Owner allowance is included in the price and if not used will be issued back to the owner as a credit at job completion.

KIRCHMAN CONSTRUCTION CO.

1241 S E Indian Street Suite 108 STUART, FL 34997

Phone: (772) 283-4256

Fax: (772) 283-1570

RFP# EPW2025-34

Aluminum Fence Skirt @ Old Coast Guard Building

Rev. 1 02/20/2026

Sections of Work		DESCRIPTION	LABOR	MATERIALS	SUBCONTRACTORS
DIVISION 01					
Supervision - part time	3 weeks/15 work days/120 hours	120 man hrs X $81.00	$9,720.00	$0.00	$0.00
Project Manager - part time	1 weeks/5 work days/40 hours	40 man hrs x $81.00	$3,240.00	$0.00	$0.00
Construction cell phone		1 month X $100/Month	$0.00	$100.00	$0.00
Temporary Construction Toilet		1 months X $175/Month	$0.00	$175.00	$0.00
Dumpster/Debris Removal		1 dumps 20 cy dumpster @ $625	$0.00	$625.00	$0.00
Plans/copies/prints			$0.00	$0.00	$0.00
Jobsite photos for daily reports program			$0.00	$135.00	$0.00
Construction Clean up		8 hrs/week x 14 weeks x $35.00	$1,120.00	$110.00	$0.00
Safety/First Aid/OSHA Compliant			$0.00	$135.00	$0.00
Gas/Truck Expense		1 months X $500/month	$0.00	$500.00	$0.00
Final Misc. Punch Out		24 man hrs x $63.00	$1,512.00	$355.00	$0.00
General Liability Insurance on Subcontractor		.0095 times cost of subcontractors	$0.00	$518.40	$0.00
NOC/Recording of NOC		3 hrs $35.00	$105.00	$45.00	$0.00
DIVISION 02					
Chain Link Fence - Aluminum includes removal of Existing		Daniel's Fence	$0.00	$0.00	$57,600.00
Misc. Shrub cutting back/fine grade hand		32hrs x $35.00	$1,120.00	$55.00	$0.00
DIVISION 03					
DIVISION 04					
DIVISION 05					
DIVISION 06					
DIVISION 07					
DIVISION 08					
DIVISION 09					
DIVISION 10					
DIVISION 11					
DIVISION 12					
DIVISION 13					
DIVISION 14					
DIVISION 15					
DIVISION 16					
Sub Total			$16,817.00	$2,753.40	$57,600.00
Contractors Fee on Materials @ 10%				$275.34	
Contractors Fee on Subcontractors @ 10%					$5,760.00
Sub Totals			$16,817.00	$3,028.74	$63,360.00
Total for Labor, Material and Subcontractors		$83,205.74			
Owners's Allowance		$10,000.00			
TOTAL PROJECT COST		**$93,205.74**			

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 3, 2026

Re: Procurement Review – Work Order No. 3 Contract EPW 2025-34A

Kirchman Construction Co. for Jupiter Lighthouse World War II Barracks Skirt Fence

---

After reviewing the documents associated with the request to issue Work Order No. 3 to Kirchman Construction Co. from contract EPW 2025-34A for the Jupiter Lighthouse World War II Barracks Skirt Fence in the amount of $93,206, I have found that the request meets all procurement requirements of Section 255.20, F. S.

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

TOWN OF JUPITER
Approval of the FIND Park Lease Extension

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Lease Agreement Extension with Florida Inland Navigation District (FIND) for the Use of MSA 611-A and MSA 610 for Public Recreation (FIND Park)

EXECUTIVE SUMMARY

Since January 7, 1986, the Town of Jupiter has leased the 26.99-acre property located at 211 River Park Drive in The Bluffs from the Florida Inland Navigation District (FIND) for use as a public park, commonly known as FIND Park (Attachment 2).

The site consists of two parcels designated by FIND as MSA 610 Partial and MSA 611-A. The southern portion of the park is active and includes a contained dog park and playground, while the northern portion is passive and features walking trails.

The original FIND Lease expired in 2016. The Town exercised a lease extension through January 6, 2021 (Attachment 4), followed by a second five-year extension executed on December 6, 2022 (Attachment 5), which expired on January 6, 2026. The parties are currently operating under an interim extension that expires on April 30, 2026 (Attachment 6).

Under the existing lease terms, the Town pays FIND a nominal annual rent of $100. The Town also contributes up to $10,000 annually for exotic vegetation removal, which is matched by FIND if such removal is deemed necessary. In addition, under the proposed lease extension (Attachment 1), the Town would reimburse FIND approximately $1,200 annually for solid waste removal attributable to the leased premises. Funding for this work is included in the Parks Maintenance operating budget. Total annual expenditures under the lease do not exceed $11,300.

Town and FIND staff agree that the continued use of this property as a public park remains in the public interest and request approval of a five-year lease extension through January 6, 2031. Approval of this item will allow the Town to continue offering recreational amenities to the public at FIND Park.

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

ANALYSIS

Staff is requesting approval from the Town Council of a five-year lease extension between the Florida Inland Navigation District (FIND) and the Town of Jupiter for the continued public recreational use of Parcels MSA 610 Partial and MSA 611-A, collectively known as FIND Park.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Proposed FIND Lease Extension No. 3- 1/7/26-1/6/31
2. Original FIND Lease 1/7/86 with Modification on 1/17/86
3. FIND Park Parcel Map
4. FIND Lease Extension No. 1- 1/7/16-1/6/21
5. FIND Lease Extension No. 2- 1/7/21-1/6/26
6. Interim FIND Lease Agreement 1/6/26-4/30-26
7. Review Memo FIND Park Lease Agreement

FUNDING SOURCE

Amount of this Request	$11,300	
Amount Approved in Budget	$11,300	Sources: Account 00132572-546000 Parks Maintenance Operating Budget
Additional Funding Requested	$0	Sources: N/A

For more information or copies of the attachments, please contact Kristin George at kristing@jupiter.fl.us or 561-741-2328.

THIRD LEASE EXTENSION AGREEMENT

WHEREAS, by Lease ("Lease") dated the 7th day of January, 1986 and Lease Extension Agreements dated the 17th day of January, 1986, the 26th day of August, 2016, and the 6th Day of December, 2022, the FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), an independent special taxing district of the State of Florida, did lease to the TOWN OF JUPITER, FLORIDA ("LESSEE"), a parcel of land in Palm Beach County, Florida containing 20.29 acres and designated as MSA 611-A and MSA 610 (Partial consisting of 6.7 acres), to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the term of said Lease will expire on January 6, 2026; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Five (5) years: and

WHEREAS, the LESSOR is of the opinion that such use by the LESSEE continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THERFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of five (5) years to January 6, 2031.

2. In all other respects the terms and conditions of the original Lease between the parties dated January 7, 1986, as modified by the Lease Modification dated January 17, 1986, the Lease Extension Agreement dated August 26, 2016, the Second Lease Extension Agreement dated December 6, 2022, and this Third Lease Extension Agreement shall remain in full force and effect during this extended term of the Lease.

3. Notwithstanding any provision of the Lease to the contrary, during the extended term of the Lease, LESSEE shall reimburse LESSOR for the actual and reasonable cost of solid waste services provided to the leased premises, as invoiced to LESSOR by the applicable service provider. LESSOR shall submit to LESSEE a copy of the applicable annual invoice for such solid waste services, and LESSEE shall remit reimbursement within thirty (30) days of receipt. Reimbursement shall be limited to actual costs incurred, with no markup or administrative surcharge, and shall apply only to solid waste services directly attributable to the leased premises.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day of_____, 202_.

Signed, sealed and delivered
in the presence of:

_____

_____

_____

_____

_____
Approved as to form and
legal sufficiency
Thomas J. Baird, Town Attorney

Florida Inland Navigation District

By: _____
Janet Zimmerman, Executive Director

Town of Jupiter, Florida

By:_____
Jim Kuretski, Mayor

Attest:_____
Merriane Lahmeur, Town Clerk

LEASE

THIS INDENTURE made this 7th day of January, 1986, by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

WHEREAS, the Lessor owns an approximately 6.7 acre parcel of land in Palm Beach County, Florida, designated as MSA 610 (partial), more particularly described in Schedule A which is attached hereto and made a part hereof (the "Property"), for use by the United States in connection with the improvement and maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida and now holds the title thereto subject to easements heretofore granted by it to the United States of America for such use; and

WHEREAS, the adjacent Florida Inland Navigation District (FIND)-owned property to the east and south is to be developed in the near future as a recreation area by Burg and DiVosta, Inc and when completed managed by the Town of Jupiter as a public park; and

WHEREAS, the Property is subject to occupancy and use at any time by the United States pursuant to above referred to easements; and

WHEREAS, until the Property is needed for spoil disposal purposes, Lessor believes the land should be made available for use as a passive recreation area in conjunction with the adjacent developed park; and

WHEREAS, the Lessor is of the opinion the such use by the Lessee is in the public interest and should be granted for a limited term at a nominal rental subject only to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed by the parties hereto:

1. Subject to conditions stated herein, the Lessor does hereby lease the above-mentioned parcel of land as is and in its existing condition to the Lessee for a term of thirty (30) years from the date hereof for use by the Town of Jupiter, Florida solely for passive public recreational purposes, and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of the Lessor.

2. Upon and subject to the terms and conditions stated herein, which it agrees to perform and abide by, the Lessee does hereby lease said parcel of land from the Lessor and further agrees:

a. To accept the leased premises as is and in its existing condition.

b. To promptly pay in advance a sum of $30.00 which represents an annual rental of ONE DOLLAR.

c. Not to permit or suffer any waste in or upon said premises, to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida or any rules and regulations of any governmental agency having jurisdiction over the leased premises.

d. To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.

e. Not to assign or sublet this lease, or any portion of the leased premises, without the written consent of the Lessor.

f. Not to permit the use of said premises for purposes other than for the purposes as herein provided.

g. At the termination of this lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.

h. To pay any and all taxes or assessments levied upon the leased premises during the terms of this lease.

i. The Lessee shall provide security and protection and keep the Property clean and in a good state of repair at all times.

3. Lessee shall indemnify, defend and save the Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees for all trial and appellate levels and post-judgement proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the Property by the Lessee and the employees, agents, servants, guests and invitees of the Lessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by the Lessor by reason of any breach, violation, omission, or non-performance of any terms, covenant, or condition hereof on the part of Lessee or the employees, agents, servants, guests or invitees of the Lessee; however this indemnity shall not extend to matters caused by Lessor's gross negligence or willful acts. This covenant shall survive the termination of this Lease. Lessee further agrees to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the General Manager of the Lessor, with $500,000/$1,000,000 limits, such policies or certificates of:

insurance concerning such policies to be deposited with and receipts of payments or premiums thereof to be sent to said General Manager during the term of this Lease or any extension thereof.

4. The Lessor and the Lessee further agree that:

a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 3 above has been received in the office of the General Manager of the Lessor and the Lessee has in hand a written communication from the General Manager confirming such receipt.

b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the General Manager of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 3 above, to lapse.

c. The Lessor retains the right to cancel this Lease Agreement upon 180 days written notice to the Lessee if the Lessee fails, within 30 days after receipt of written notice informing Lessee of a failure to abide by the terms of this Lease, to conform to, or comply with, any of the terms and conditions of this Lease.

d. Lessor may terminate this Lease, upon 90 days written notice to the Lessee, in the event that the Property is requested to be used by the United States for spoil disposal services, pursuant to the easements set forth above. Said notice of termination may be given at any time during the term of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

FLORIDA INLAND NAVIGATION DISTRICT

BY: _____
ASTOR SUMMERLIN, CHAIRMAN

Nancy J. Bees

ATTEST: _____

TOWN OF JUPITER, FLORIDA

Mary H. Hall

BY: _____ (Mayor)

Sharon L. Wright

ATTEST: _____

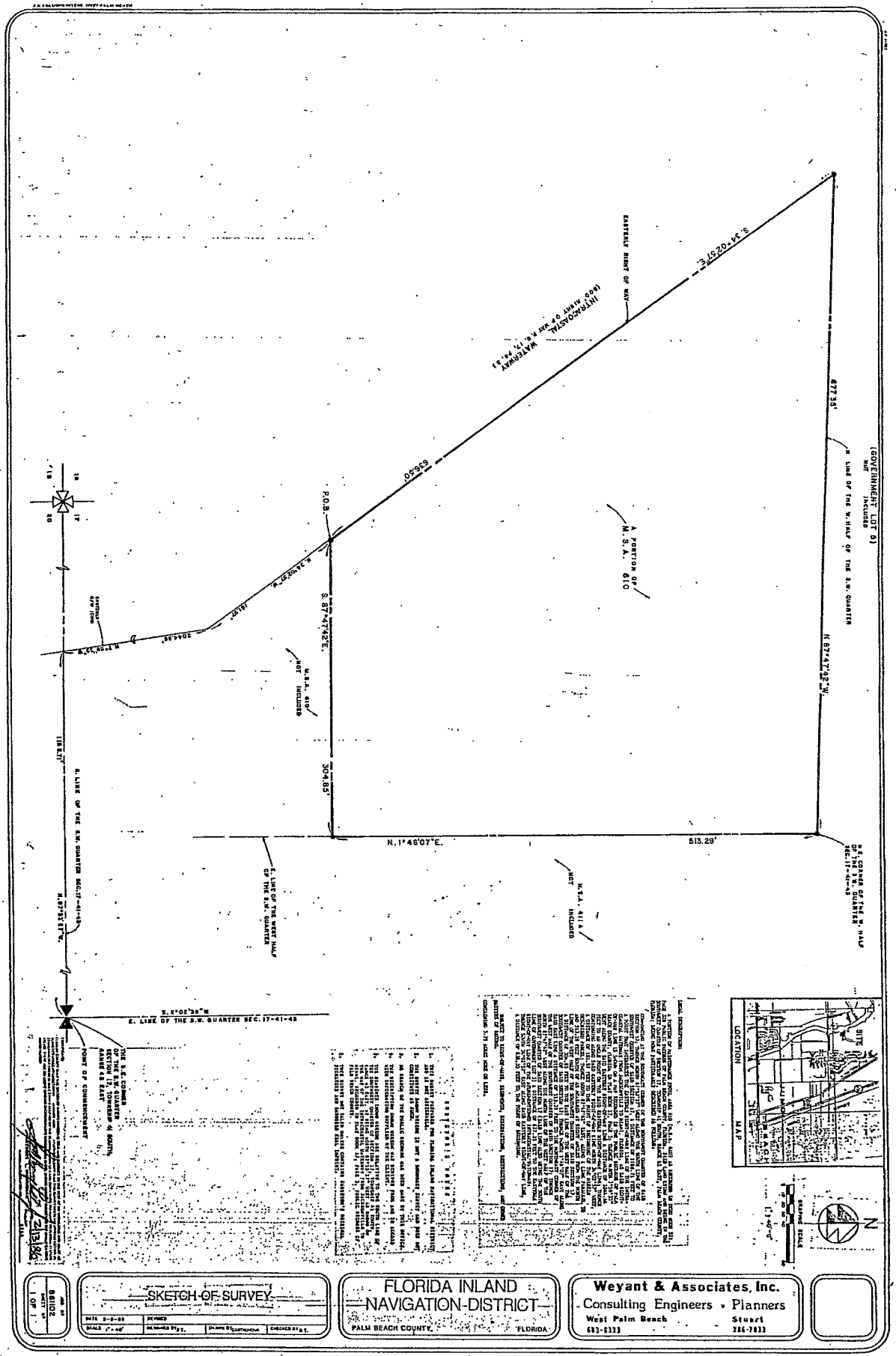

SKETCH OF SURVEY
FLORIDA INLAND NAVIGATION DISTRICT
PALM BEACH COUNTY, FLORIDA
Weyant & Associates, Inc.
Consulting Engineers • Planners
West Palm Beach 683-8333
Stuart 286-7833
P.O.B.
POINT OF COMMENCEMENT
S. LINE OF THE S.W. QUARTER SEC. 17-41-43
S. LINE OF THE W. HALF OF THE S.W. QUARTER
E. LINE OF THE S.W. QUARTER SEC. 17-41-43
EASTERLY RIGHT OF WAY
INTRACOASTAL WATERWAY
(200' MINT'Y R/W P.B. Ch. Pg. 1)
A PORTION OF M.S.A. 610
M.S.A. 610 NOT INCLUDED
M.S.A. 611 NOT INCLUDED
S.24°02'51"E.
636.50'
627.35'
304.83'
513.29'
N.1°46'07"E.
N.87°47'42"W.
S.87°47'42"E.
LOCATION MAP
SITE
SCALE 1" = 1 MILE
GRAPHIC SCALE
1" = 200'

Exhibit "A"

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER SECTION CORNER OF SECTION 17 AFORESAID; THENCE NORTH 88°18'42" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 (THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 IS ASSUMED TO BEAR NORTH 88°18'42" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO) A DISTANCE OF 866.88 FEET TO A POINT; THENCE NORTH 01°41'18" EAST, DEPARTING FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 33.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARCINSKI ROAD (66' RIGHT-OF-WAY); THENCE CONTINUE NORTH 01°41'18" EAST, DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MARCINSKI ROAD, A DISTANCE OF 54.0 FEET TO A POINT; THENCE NORTH 88°18'42" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 337.49 FEET MORE OR LESS TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY (500' RIGHT-OF-WAY); THENCE SOUTH 08°24'45" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID INTRACOASTAL WATERWAY, A DISTANCE OF 54.85 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MARCINSKI ROAD; THENCE SOUTH 88°18'42" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MARCINSKI ROAD AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 327.83 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 0.41 ACRES, MORE OR LESS.

SUBJECT TO RIGHT-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD.

LEASE MODIFICATION

This Modification made and entered into this 17th day of January, 1986, by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

R E C I T A L S

1. The parties hereto have entered into a Lease dated January 7, 1986, a copy of which is attached hereto as Exhibit "A".

2. The parties desire to enter into an agreement modifying the provisions of the Lease.

In consideration of the mutual covenants contained herein, the parties agree as follows:

The Lease dated January 7, 1986, between Lessor and Lessee for that certain property situated in Palm Beach County, Florida, designated as MSA 611-A and 610 (partial) as more particularly described in the Lease, shall be modified effective the date and year set forth above by adding a new subparagraph 7.e. to read as follows:

7.e. Any "name" to be given to the recreation area leased hereunder shall be subject to the written approval of both parties to this Lease.

All provisions of the Lease are incorporated herein and are hereby modified to conform herewith but in all other respects are to be and shall continue in full force.

IN WITNESS WHEREOF, the parties have executed this Modification at the day and year first above written.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

BY: _____
ASTOR SUMMERLIN, CHAIRMAN

ATTEST: _____

TOWN OF JUPITER

BY: _____

ATTEST: _____

CERTIFICATE OF ACCEPTANCE OF DEDICATION

THIS IS TO CERTIFY that the interest in real property conveyed by deed of dedication dated September 19, 1986 from BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT to the TOWN OF JUPITER, a municipal corporation of the State of Florida, its successors and assigns, has been duly accepted pursuant to Resolution adopted by the Town of Jupiter and the Town of Jupiter has consented to the recordation of such deed of dedication by its duly authorized officer.

IN WITNESS WHEREOF, the Town of Jupiter has hereunto fixed its hand and seal this 21st day of October, 1986.

ATTEST:

BY: Jean H. Beck
JEAN H. BECK, TOWN CLERK

TOWN OF JUPITER

BY: Mary D. Hinton
MARY D. HINTON, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared MARY D. HINTON and JEAN H. BECK, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Mayor and Town Clerk of the Town of Jupiter, a municipal corporation, and severally acknowledged to and before me that they executed such instrument as such Mayor and Town Clerk, respectively, of said Town, and that the seal affixed to the foregoing instrument is the seal of the Town of Jupiter and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said Town.

WITNESS my hand and official seal, this 21st day of October, 1986.

Sharon L. Wright
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 19, 1989
Bonded Thru Troy Fain - Insurance, Inc.

090586-1
0348B

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that The Board of Commissioners of the FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, having a mailing address of 818 U.S. Highway 1, North Palm Beach, Florida 33308 ("District") owner of a parcel of real property located in the Town of Jupiter, Palm Beach County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, does hereby dedicate said parcel to the Town of Jupiter its successors and assigns, whose address is 210 S. Perry Avenue, Jupiter, Florida, for use as a public road right of way forever.

RESERVING unto the District, its successors and assigns, the reversion or reversions thereof in the event said parcel shall ever be discontinued or abandoned as a public road.

IN WITNESS WHEREOF the undersigned Board of Commissioners has caused these presents to be signed by its Chairman on this 19th day of September, 1986.

Signed, sealed and delivered in the presence of:

Nancy G. Bees

Rhonda Moneyham

BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT

By: Astor Summerlin
ITS CHAIRMAN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of September, 1986 by Astor Summerlin, Chairman of the Board of Commissioners of the Florida Inland Navigation District, an independent special taxing district of the State of Florida, on behalf of the Board of Commissioners.

Nancy G. Bees
NOTARY PUBLIC

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP APR 16,1990
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:
PETER L. BRETON, ESQUIRE
MOYLE, FLANIGAN, KATZ,
FITZGERALD & SHEEHAN, P.A.
POST OFFICE BOX 3888
WEST PALM BEACH, FL 33402

FIND Park Parcel Map

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease ("Lease") dated the 7th day of January, 1986 and Lease Modification dated the 17th day of January, 1986, the FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), an independent special taxing district of the State of Florida, did lease to the TOWN OF JUPITER, FLORIDA ("LESSEE"), a parcel of land in Palm Beach County, Florida containing 20.29 acres and designated as MSA 611-A and MSA 610 (Partial), to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the term of said Lease expired on January 6, 2016; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Five (5) years: and

WHEREAS, the LESSOR is of the opinion that such use by the LESSEE continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THERFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of five (5) years to January 6, 2021.

2. Paragraph 1.b. of the Lease is amended to read: LESSEE shall pay LESSOR rent in the sum of One Hundred Dollars ($100.00) per year, in advance, with the first payment due on the date hereof and each subsequent annual rent payment due on the anniversary of the date hereof.

3. Paragraph 6 of the Lease is amended to increase the policy limits of the liability insurance policy to a minimum of $1,000,000 per person/$2,000,000 aggregate.

4. The term of the Lease may be further extended by mutual written agreement between the parties.

5. All references to LESSOR's "General Manager" are changed to "Executive Director."

6. LESSOR shall have the right, from time to time, to utilize the leased premises as a staging area for activities undertaken by the United States of America and/or LESSOR, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. LESSOR shall give LESSEE not less than thirty (30) days written notice of LESSOR's intent to exercise its rights under this paragraph. LESSOR shall have the exclusive possession and use of any part or portion of the leased premises LESSOR, in its sole judgment, deems necessary for such purposes. Upon the completion of LESSOR's activities, possession shall be restored to LESSEE. Any improvements to the leased premises which were installed by LESSEE which are damaged due to LESSOR's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at LESSOR's expense; PROVIDED, however, that such improvements were originally installed with LESSOR's consent.

7. Paragraph 7.c. of the Lease is amended to read: Either party has the right to terminate this Lease upon 90 days written notice to the other party.

8. The following terms are added to Paragraph 7 the Lease:

a. Encroachment & Trespassing. LESSEE shall not permit any adjoining or nearby property owners, tenants or occupants to place any structures, fences, decks, utilities, furniture, barbecues, vegetation or other objects in, upon or over the leased property ("Encroachments") without the written authorization of the LESSOR and shall use all available enforcement methods to cause any existing or future Encroachments to be removed.

b. Hours of usage. LESSEE will establish park opening and closing hours of usage and provide that information to the LESSOR in writing within ten (10) days of the date hereof and promptly upon any change in operating hours. Hours of operation shall be prominently posted at the park entrance(s) and the LESSEE will develop a plan of action to secure the park during closed hours. Except for special events, the park shall be closed and the gates locked between sundown and sunup, without LESSOR's written consent.

c. Exotic Plant Eradication & Maintenance. LESSEE shall allocate up to $10,000 per year toward the elimination and prevention of reinfestation of invasive species. The LESSOR will provide matching funds toward this work. Any revegetation shall consist of trees and plants native to the area and be allowed only on the perimeter of the property with prior written approval of the LESSOR.

d. Special Events. LESSEE shall obtain LESSOR's prior written approval for any special event to be held on the leased property. LESSEE shall provide, at a minimum, a description of the special event, the name of the event sponsor, the expected number of attendees, and the provisions for security, insurance and cleanup. Any sponsor other than the LESSEE shall be required to indemnify and hold the LESSOR harmless from any liability and to provide proof of liability insurance in the same amount as LESSEE is required to provide in Paragraph 3, with LESSOR named as an Additional Insured.

e. Identification Signage. LESSEE shall install signage reasonably acceptable to LESSOR at each entrance to the park notifying the public that the leased property is being leased from the Florida Inland Navigation District and that it is a future dredge material management area.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated January 7, 1986, as amended, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 26TH day of August, 2016.

Signed, sealed and delivered
in the presence of:

Florida Inland Navigation District

By: _____
John Carl Blow, Its Chair

Town of Jupiter, Florida

By: _____
Todd Wodraska, Mayor

Attest: _____
Sally Boylan, Town Clerk

TOWN OF JUPITER, FLORIDA, PALM BEACH COUNTY
INCORPORATED 1925

Approved as to form and
legal sufficiency
Thomas J. Baird, Town Attorney

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease ("Lease") dated the 7th day of January, 1986 and Lease Extension Agreements dated the 17th day of January, 1986, and the 26th day of August, 2016, the FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), an independent special taxing district of the State of Florida, did lease to the TOWN OF JUPITER, FLORIDA ("LESSEE"), a parcel of land in Palm Beach County, Florida containing 20.29 acres and designated as MSA 611-A and MSA 610 (Partial consisting of 6.7 acres), to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the term of said Lease expired on January 6, 2021; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Five (5) years: and

WHEREAS, the LESSOR is of the opinion that such use by the LESSEE continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THERFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of five (5) years to January 6, 2026.

2. In all other respects the terms and conditions of the original Lease between the parties dated January 7, 1986, as modified by the Lease Modification dated January 17, 1986, and the Lease Extension Agreement dated August 26, 2016, as amended by this Second Lease Extension Agreement, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day of December 6, 2022.

Signed, sealed and delivered
in the presence of:

Florida Inland Navigation District

By: _____
Mark Crosley, FIND Executive Director

Town of Jupiter, Florida

By: _____
Jim Kuretski, Mayor

Attest: _____
Laura Cahill, Town Clerk

Approved as to form and
legal sufficiency
Thomas J. Baird, Town Attorney

PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: January 14, 2026

TO: Janet Zimmerman, Executive Director

FROM: Mike Hoffmann Jr., Sr. Director of Community Services

SUBJECT: Request for Interim Lease Extension – FIND Park

Dear Ms. Zimmerman,

On behalf of the Town of Jupiter, this memo is to formally request an interim extension of the existing lease agreement for FIND Park, effective January 6, 2026, through April 30, 2026, to allow sufficient time for both parties to complete the approval and execution of the new lease extension agreement.

During this interim extension period, the Town will continue to operate and maintain the property under the same terms and conditions of the existing lease, with no changes to scope, responsibilities, or compensation.

Please confirm your concurrence with this interim extension in writing by executing the below.

Sincerely,

M. J. Hoffmann Jr.

Mike Hoffmann Jr.
Sr. Director of Community Services

TOWN OF JUPITER, FLORIDA

By: _____
Frank Kitzerow
Town Manager
Date: _____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Janet Zimmerman
Executive Director
Date: 1-14-26

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 4, 2026

Re: Procurement Review – Approval of FIND Park Lease Agreement Extension

---

After reviewing the documents associated with the request to approve a five-year lease extension for FIND Park, I have found the following:

- The property is owned by the Florida Inland Navigation District (FIND)
- The Lease has been in effect beginning January 7, 1986
- The lease has been extended twice under a five-year term and once under an interim term expiring on April 30, 2026
- If approved, the requested extension would keep the contract in effect until January 6, 2031
- The agreement has been reviewed by the Town attorney for legal sufficiency

TOWN OF JUPITER
Approval of Proposal No. 2026-020 and Agreement with LTG Sports Turf One, LLC

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	**Resolution 9-26,** Approval of Proposal No. 2026-020 in the Amount of $1,498,148 for Jupiter Community Park Athletic Field Renovations and Agreement with LTG Sports Turf One, LLC under the Equalis Cooperative Contract.

EXECUTIVE SUMMARY

Town staff is requesting approval of Resolution 9-26, which authorizes the Town to approve Contractor Proposal No. 2026-020 submitted by LTG Sports Turf One, LLC in the amount of $1,498,148 for athletic field renovation services at Jupiter Community Park; authorize the use of the Equalis Group cooperative contract for these services; and execute the associated agreement with LTG Sports Turf One, LLC. Staff is requesting an additional $63,585 from the General Fund Reserves to fully fund the project.

Proposal No. 2026-020 includes the renovation of the natural grass playing surfaces for Fields 7 and 8 at Jupiter Community Park, including the removal of existing sod, laser grading, natural grass reconstruction, irrigation improvements, and associated site work activities.

The Town is utilizing the Equalis Group cooperative contract, which was competitively solicited by the Cooperative Council of Governments (CCOG), to procure athletic field renovation services. The separate agreement with LTG Sports Turf One, LLC establishes the specific terms applicable to the Jupiter Community Park project, including incorporating the contractor's proposal as the project scope and establishing Palm Beach County, Florida, as the legal venue.

LTG Sports Turf One, LLC has provided documentation (2023-2026 EMR Letter) verifying its Workers' Compensation Experience Modification Rate (EMR) for the past three (3) policy years. The company's EMR ratings of 0.94 (2023–2024), 0.83 (2024–2025), and 0.78 (2025–2026) are all below 1.00 and are within the Town's acceptable safety performance threshold.

Approval of this item will authorize the Mayor to execute the LTG Sports Turf One, LLC agreement and allow staff to proceed with construction within the preferred seasonal window, minimize impacts on athletic programming, ensure timely procurement of materials, maintain alignment with project schedules, and ensure that legal jurisdiction for contract administration resides within Palm Beach County.

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

ANALYSIS

The Town is undertaking the athletic field renovation project for fields 7 and 8 at Jupiter Community Park as part of the approved Community Investment Program (CIP). LTG Sports Turf One, LLC is an authorized Florida contractor operating under the Equalis Group cooperative contract, which was competitively procured and meets the Town's procurement policy requirements and is effective from 01/01/2023-12/31/2026.

Because the original Equalis Group cooperative contract identifies Ohio as the legal venue, LTG Sports Turf One, LLC has agreed to execute a separate venue agreement with the Town establishing that all Town-related disputes and legal matters will be governed by Palm Beach County, Florida. This ensures consistency with Town procurement standards and legal expectations.

Proposal No. 2026-020, totaling $1,498,148, includes the removal of existing sod, laser grading, natural grass reconstruction, irrigation improvements, and associated site work.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Resolution 9-26 Jupiter Community Park Atheltic Field Renovations
2. Proposal No. 2026-020 and LTG Sports Turf One, LLC Agreement
3. Equalis Group Cooperative Contract
4. Contractor EMR Rating
5. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$ 1,498,148	
Amount in Budget	$ 1,434,563	Sources: 31032572-546000 - R2503, Athletic Field R&R (CIP)
Additional Funding Requested	$ 63,585	Sources: General Fund - Reserves

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

RESOLUTION NO. 9-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE UTILIZATION OF THE EQUALIS GROUP MASTER AGREEMENT #COG-2138C AWARDED TO THE LANDTEK GROUP, LLC, THROUGH THE COOPERATIVE COUNCIL OF GOVERNMENTS (CCOG); APPROVING AN AGREEMENT WITH LTG SPORTS TURF ONE, LLC; APPROVING CONTRACTOR PROPOSAL NO. 2026-020 IN THE AMOUNT OF $1,498,148 FOR ATHLETIC FIELD RENOVATION SERVICES AT JUPITER COMMUNITY PARK.

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, pursuant to §287.056, Florida Statutes, the Town is authorized to utilize competitively procured contracts of other public agencies; and

WHEREAS, the Equalis Group cooperative purchasing program, through the Cooperative Council of Governments (CCOG), competitively procured the Master Agreement between The LandTek Group, LLC and Equalis Group, including subsequent Amendments 1 and 2 (the "Master Agreement"); and

WHEREAS, LTG Sports Turf One, LLC is the authorized Florida-based entity under the Master Agreement, eligible to provide athletic field construction, natural grass renovation, drainage, grading, and irrigation improvements; and

WHEREAS, Town staff has reviewed the Master Agreement and determined that piggybacking the competitively procured contract is in the best interest of the Town and satisfies the Town's procurement requirements; and

WHEREAS, LTG Sports Turf One, LLC submitted Proposal No. 2026-020 for natural grass athletic field renovations at Jupiter Community Park, in an amount of $1,498,148; and

WHEREAS, LTG Sports Turf One, LLC has agreed to execute a separate agreement with the Town modifying the legal venue for all Town-related work under the piggyback contract to Palm Beach County, Florida; and

WHEREAS, funding for this project exists within the adopted Community Investment Program (CIP) budget; and

WHEREAS, the approved CIP project budget for the Jupiter Community Park Athletic Field Renovations project is insufficient to fully fund the contract amount, resulting in a shortfall of $63,585; and

WHEREAS, the $63,585 shortfall will be funded through a transfer from the Town's General Fund Reserves to fully fund the project; and

WHEREAS, Town staff recommends approval of the piggyback agreement and Proposal No. 2026-020 to support completion of the Jupiter Community Park athletic field renovation project.Athletic

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

Section 1. The Town Council hereby authorizes the utilization of the Equalis Group Master Agreement #COG-2138C for athletic field renovation services.

Section 2. The Town Council hereby approves the Agreement between the Town of Jupiter and LTG Sports Turf One, LLC.

Section 3. The Town Council hereby approves Contractor Proposal No. 2026-020 in the amount of $1,498,148 for athletic field renovation services at Jupiter Community Park.

Section 4. The Mayor is hereby authorized and directed to execute the Agreement and all documents on behalf of the Town

Section 5. Upon the acceptance and execution of the agreement, LTG Sports Turf One, LLC shall be responsible for carrying out all responsibilities which have been established therein.

Section 6. This Resolution shall take effect immediately upon its execution.
03/17/2026

AGREEMENT TO UTILIZE COOPERATIVE CONTRACT BETWEEN THE TOWN OF JUPITER AND LTG SPORTS TURF ONE, LLC

THIS AGREEMENT ("Agreement") is made and entered into this 17 day of March, 2026 (the "Effective Date"), by and between the **Town of Jupiter, Florida** ("Town"), located at 210 Military Trail, Jupiter, Florida 33458, and **LTG Sports Turf One, LLC** ("Contractor"), with a principal address of 2240 W. Woolbright Road, Suite 411, Boynton Beach, Florida 33426.

WITNESSETH:

WHEREAS, the Town desires to obtain athletic field renovation and construction services, including grading, sod installation, irrigation, and related improvements; and

WHEREAS, the Contractor was awarded a competitively solicited contract by the Cooperative Council of Governments (CCOG), through the Equalis Group Master Agreement #COG-2138C, for such services; and

WHEREAS, pursuant to §287.056, Florida Statutes, the Town is authorized to utilize competitively procured contracts of other public agencies; and

WHEREAS, the Contractor agrees to extend to the Town the same terms, conditions, and pricing established under the Equalis Group Master Agreement; and

WHEREAS, the Parties desire to establish local governing law and venue in the State of Florida, Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Term

This Agreement shall become effective upon full execution and shall remain in effect for the duration of the Equalis Group Master Agreement #COG-2138C, including any authorized extensions, unless terminated earlier by either Party upon thirty (30) days' written notice.

II. Incorporation by Reference

The Equalis Group Master Agreement #COG-2138C and all amendments are incorporated by reference as though fully set forth herein. In the event of conflict between that agreement and this Agreement, this Agreement shall control.

III. Proposal and Scope of Services

Contractor has submitted Proposal No. 2026-020, dated March 5, 2026, describing the scope of work, pricing, assumptions, and schedule for the Jupiter Community Park athletic field renovation project (the “Proposal”). The Proposal is attached hereto as Exhibit A and incorporated herein by reference.

The Proposal shall become binding upon the Town only upon approval by the Town Council and execution of this Agreement by the Town. Upon such approval and execution, the Proposal shall define the scope of services and compensation for the Project.

In the event of any conflict between the terms of this Agreement and the Proposal, the terms of this Agreement shall govern.

IV. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action shall lie exclusively in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida, or, where appropriate, in the United States District Court for the Southern District of Florida.

V. Public Records

Contractor shall comply with the Florida Public Records Law (Chapter 119, Florida Statutes). Failure to comply shall constitute a material breach of this Agreement.

VI. Sovereign Immunity

Nothing herein shall be deemed a waiver of the Town’s sovereign immunity or the limits of liability as set forth in §768.28, Florida Statutes.

VII. Insurance and Indemnification

Contractor shall maintain the insurance coverage required under the Equalis Master Agreement and shall provide a certificate of insurance naming the Town as an additional insured. Contractor shall indemnify and hold harmless the Town as provided under the Equalis Master Agreement.

VIII. Entire Agreement

This Agreement, together with the Equalis Group Master Agreement #COG-2138C and its amendments, and Contractor’s Proposal No. 2026-020, attached hereto as Exhibit A and approved by the Town Council, constitutes the entire agreement between

the parties with respect to the Project and supersedes all prior negotiations, representations, or agreements, whether written or oral.

In the event of any conflict between the terms of this Agreement, the Equalis Group Master Agreement, and Exhibit A, the terms of this Agreement shall govern.

IX. Safety Performance

Unless otherwise exempt from the requirement to maintain workers' compensation insurance in accordance with applicable law, Contractor shall submit documentation verifying its Experience Modification Rate (EMR) for the preceding three (3) years, as issued by its insurance carrier.

The Town reserves the right, at its sole discretion, to reject any bid or proposal submitted by a contractor whose EMR exceeds 1.00, or to require the submission of a written explanation detailing the factors contributing to the elevated EMR and the corrective measures undertaken to address such factors.

The EMR shall be considered as a component of the overall evaluation criteria in determining Contractor's responsibility, qualifications, and eligibility for award in accordance with the Town's procurement policies and applicable law.

X. Employment Eligibility Requirements (E-Verify Registration and Use)

Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021, and performing work under this Agreement.

Contractor must provide evidence of compliance, consisting of an affidavit stating that all employees hired on or after January 1, 2021, have had their employment eligibility verified through E-Verify, along with proof of registration in the system.

Failure to comply with this section shall constitute a material breach of this Agreement and shall result in immediate termination without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement contract, including increased costs for services, delay costs, and rebidding costs, if applicable.

XI. Entities of Foreign Countries of Concern

In accordance with Section 287.138, Florida Statutes, Contractor certifies, under penalty of perjury, that it is not owned by, controlled by, or affiliated with a Foreign Country of Concern, does not have its principal place of business in a Foreign Country of Concern, and is not otherwise subject to the ownership or controlling interest restrictions identified in Section 287.138(2), Florida Statutes.

Contractor further acknowledges that the Town is prohibited from entering into a contract that would grant access to personal identifying information to an entity meeting any condition listed in Section 287.138(2), Florida Statutes, unless an affidavit is provided.

The Town reserves the right to immediately terminate this Agreement if Contractor provides a false certification or otherwise violates Section 287.138. In the event of such termination, the Town shall not incur liability for any work performed or materials furnished prior to termination.

XII. Scrutinized Companies List

Pursuant to Section 287.135, Florida Statutes, Contractor certifies, under penalty of perjury, that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not engaged in a boycott of Israel.

The Town reserves the right to immediately terminate this Agreement if Contractor is found to have submitted a false certification or is placed on any applicable scrutinized companies list. In the event of such termination, the Town shall not incur liability for any work performed or materials furnished prior to termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates below.

TOWN OF JUPITER, FLORIDA

By: _____
Jim Kuretski, Mayor

LTG SPORTS TURF ONE, LLC

By: _____
John Sulinski, Chief Operating Officer

PRICING PROPOSAL

Date: 03/05/2026 **Proposal:** 2026-020

Town of Jupiter Parks & Recreation

Jupiter Community Park Fields 7 & 8
1201 Island Way
Jupiter, FL 33458

LTG Sports Turf One, LLC. "Contractor" is please to present the following proposal to Town of Jupiter Parks & Recreation to Renovate the existing Natural Grass Soccer Fields 7 & 8.

TO Jupiter Parks & Recreation - Proposal #2026-020

SOCCER FIELDS RENOVATION

General Conditions
- Mobilization
- Project Management
- General Site Cleanup
- As-Builts

Earthwork & Demolition
- Strip Sod and Dispose of Off Site
- Cut Field Areas to Subgrade and Haul Off Site
- Rototill Remaining Rootzone Layer
- Fine Grade Subgrade

Natural Grass Fields Construction (+/- 180,000 SF Playing Field Surface)
- Install 6" 90/10 Rootzone Mix – In Playing Areas Only
- Fine Grade and Prep for Sod
- Install Bermuda Sod

Irrigation - Install New Irrigation Laterals, Heads, and Main to Pump
- Remove and Replace Irrigation Pump
- Install Irrigation Main from Pump to Soccer Fields
- Install New Lateral Piping as Needed
- Install New Irrigation System at Fields 7 & 8

"Building Champions from the Ground Up"®
The LandTek Group, Inc. ©

www.landtekgroup.com
2240 W Woolbright Road
Boynton Beach, FL 33426

Install Drainage, Irrigation and Sod at Fields 7 & 8	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID DOLLARS	EXTENDED BID AMOUNT DOLLARS
Remove and Replace Natural Grass				
Natural Grass Field: Remove Sod (Discounted)	180000	SF	$ 0.92	$ 165,600.00
Natural Field - Sand Based Construction - Rootzone Only (Discounted)	3675	CY	$ 155.00	$ 569,625.00
Natural Field - Sod (Discounted)	180000	SF	$ 1.40	$ 252,000.00
Replace Irrigation Pump Station				
Natural Field - New Mainline and Irrigation at Fields 7 & 8 (Discounted)	180000	SF	$ 1.18	$ 212,400.00
Install Irrigation Pump (Discounted)	180000	SF	$ 0.79	$ 142,200.00
SUBTOTAL:				**$ 1,341,825.00**
Contingency Allowance			**10%**	**$ 134,182.50**
Bond(if Required)			**1.5%**	**$ 22,140.11**
TOTAL				**$ 1,498,147.61**
ADD Alternate 1: Install 4" Gravel Layer and 8" Rootzone				
Natural Field - Sand Based Construction - Rootzone & Stone (Discounted)	3335	CY	$ 140.00	$ 466,900.00

Please feel free to reach out to any member of our project team with questions about this proposal:

Wes Hardin
Account Manager
The LandTek Group, Inc.
786-423-5735
whardin@LTGSportsTurfOne.com.com

Thank you again for your interest in LandTek, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

X

Owner (Signature)

Any PO or Contract must be made out to LTG Sports Turf One, LLC.
2240 W Woolbright Road, Suite 411
Boynton Beach, FL 33426

Exclusions:

- Sales Tax
- Restoration along Irrigation Main Installation
- This proposal is for budgetary purposes only. Final pricing is subject to approved plans.
- Plans by KH show 6" Rootzone 6" Gravel Layer, Gravel Layer not Included for Budgetary Restrictions
- Permits and Inspection Fees
- Architectural and Engineering Fees
- Removal & Disposal of Contaminated, Impacted, or Hazardous material not meeting requirements for clean fill
- Removal & relocation of utilities
- Hazardous Material / Asbestos Abatement
- Nighttime or weekend work is not figured within our cost proposal.

Terms & Conditions:

The following provisions shall serve as the basis of an agreement between "Contractor" and "Owner" in connection with the supply and installation of products and services in accordance with the present cooperative purchasing proposal:

a) Pricing is subject to 100% Construction Drawings matching proposed scope.

b) Pricing is based off private wages

c) Delays and cost increases of raw materials and/or labor due to disrupted supply chains and fluctuation in market conditions may occur.

d) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

e) "Contractor" shall not be a party to any penalty clauses and/or liquidated damages provisions.

f) The parties acknowledge and agree that Contractor shall not be entitled to seek or obtain any increase in the proposal sum unless changes are approved by "Owner". If there are any changes in proposal scope, memorialized in approved Change Orders, that require additional supplies, materials or equipment, the cost associated with these items will be additional to the proposal.

g) A material deposit may be required to hold pricing for an extended period of time. This item will be discussed during the creation of a contractual agreement.

h) Progress Payments: Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum.

i) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

j) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor.

k) In the event that "Contractor" pursues the collection of payment of any past-due invoice, "Contractor" shall have the right to recover all charges and expenses, including attorney fees, related with the collection operations.

l) **Confidential Information**. In the performance of this agreement, employees of each party may receive confidential information and materials of the other ("Confidential Information"). Confidential Information includes (i) either party's business or financial information and plans; (ii) the price, scope, terms and existence of this Agreement or any agreement between LandTek and its customers; (iii) any other items identified as being confidential by either party. Confidential Information will not include information that the receiving party can show: (a) is or becomes publicly known or available through no fault of the receiving party; (b) was in its possession prior to receipt from the disclosing party, as evidenced by business records; (c) was lawfully obtained from a third party who has the right to make such disclosure; (d) is independently developed as can be shown by documentation; or (e) is produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order. Both parties agree for themselves, and their employees that such information will be kept confidential, using the same degree of care that each party uses to protect its own confidential information, and not disclosed to third parties.

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. **Pricing**

a. **Not-To-Exceed Pricing**. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. **Pricing Adjustments**. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the

Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."

2.5. Formation of Contract

a. Bidder Contract Documents. CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. Entire Agreement. This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. Assignment. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. Order of Precedence.

(1) General terms and conditions
(2) Specifications and scope of work
(3) Attachments and exhibits
(4) Documents referenced or included in the solicitation

2.6. Confidentiality.

a. **Obligation**. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. **Exceptions**. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. **Indemnification**. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any supplemental agreements with Members ("**Losses**").

2.8. **Winning Supplier Insurance**. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of $1,000,000 per occurrence/$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors,

employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. **Termination Rights**. The Parties shall have the termination rights set forth below.

a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. **Effects of Termination**. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. **Audit of Winning Supplier**. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections

and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. **Force Majeure**. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. **Notices**. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices**. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. **Waiver**. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. **Governing Law; Invalidity**. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. **No Third-Party Beneficiaries; Survival of Representations**. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. **Execution in Counterparts**. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. **Nondiscrimination & Intimidation**.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

REQUEST FOR PROPOSALS:

Sports Construction Services

RFP #:

COG-2138

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

October 7, 2022

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

TABLE OF CONTENTS

PROPOSAL FORM CHECKLIST **3**
PROPOSAL FORM 1: TECHNICAL PROPOSAL **4**
PROPOSAL FORM 2: COST PROPOSAL **28**
PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION **29**
PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES **30**
PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY **34**
PROPOSAL FORM 6: MANDATORY DISCLOSURES **35**
PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION **36**
PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS **37**
PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT **38**
PROPOSAL FORM 10: DEBARMENT NOTICE **39**
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS **40**
PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS **41**
PROPOSAL FORM 13: BOYCOTT CERTIFICATION **42**
PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS **43**
PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS **49**
PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS **51**
PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM **62**
PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION **63**
PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM **64**

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal From 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal From 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**

(The rest of this page is intentionally left blank)

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS		
1.1. Company Information		
1.1.1. Company Name:	The LandTek Group, Inc.	
1.1.2. Corporate Street Address:	105 Sweeneydale Ave, Bay Shore NY 11706	
1.1.3. Website:	www.TheLandTekGroup.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	The LandTek Group, Inc. was organized in 1979, previously under "Mike Ryan Tree Service". The LandTek Group, Inc. officially began in 1988.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	John Sulinski
	Title:	Chief Operating Officer
	Phone:	(631) 691-2381
	E-Mail Address:	Jsulinski@landtekgroup.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Michael Ryan
	Title:	President
	Phone:	(631) 691-2382
	E-Mail Address:	Estimatinggroup@landtekgroup.com
1.2. Financial Strength & Legal Considerations		
1.2.1. *Financial Strength*. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters. Note: you may	The LandTek Group, Inc. has been operating consistently for over 40 years. Our financial history and strong balance sheet are well documented (and further provided for your review) We have earned strong financial relationships with our bonding and banking partners. The LandTek Group, Inc. also continues to grow our vendor and supplier network with our ability to provide the necessary funds to assist in project developments.	

mark this information as a "Trade Secret" per the terms outlined in the RFP.	
1.2.2. ***Bankruptcy & Insolvency*.** Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	The LandTek Group, Inc. and its principals have had no bankruptcies or insolvencies.
1.2.3. ***Litigation*.** Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	As with any large, multi-faceted company such as The LandTek Group, there is the possibility of disputes or claims that may result in litigation. We pride ourselves on our due diligence in mitigating any issues that develop. Our legal knowledge and experienced compliance team has been able to eliminate any litigations within the last 3 years.
1.3. Industry Qualifications	
1.3.1. ***Company Identification.*** How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	The LandTek Group Inc. Is considered a turn-key service provider. As is a contracting firm and distributor of synthetic turf, and a manufacturer of fence/gate and netting systems; we are highly qualified in design, construction and maintenance of athletic facilities. LandTek is a multi-divisional organization that can handle multiple tasks depending on the scope of a particular project. While renowned for athletic facility work, LandTek also specializes in the design - build process of large-scale construction projects. The vast portfolio of satisfied LandTek customers provides testimony to the company's capabilities.
1.3.2. ***Manufacturer Authorization.*** If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	Being an industry leader for over 40 years, we have obtained mutually beneficial relationships with partners in the sports equipment and construction worlds. LandTek is a certified distributer and reseller for Musco Lighting, Daktronics, Beynon Sports Surfaces, Southern Bleachers, SportsField Specialties, and the globally recognized FieldTurf Company and others. As an authorized representative we are backed by not only our own quality control along with the full support of the manufacturers. Please find attached our certification dealer letter from FieldTurf.
1.3.3. ***Authorized Distributors, Agents, Dealers, or Resellers*.**	LandTek has many qualified sales professionals and will serve as a single point of sale. We take pride in

Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. **NOTE:** Bidders intending to authorize distributors, agents, dealers, or resellers must complete **Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form**.	being proactive, knowledgeable, and positive to all our customers. We also identify key opportunities associated with new customers via a digital marketing approach, inside sales, marketing events and public bid tracking. This is supplemented by consistently hiring new sales team members with key relationships in our target markets. The LandTek Group also attends local and national industry and customer-based events. Industry events include Sports Builders Association, Sports Turf Managers Association, and American Sports Builders Association. Customer based events include local school board associations, local school facility directors' associations, and local athletic directors' conferences. In addition to these events, we are equally focused on governmental and municipal agencies.
1.3.4. ***Network Relationship***. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	At LandTek, we utilize a sales model consisting of fulltime salespeople, sales agents and consultants along with Inside Sales, Marketing Operations. Our network of estimators, project managers, site superintendents, construction managers, site labor and installers are company owned, and all aid in our ability to sell. LandTek currently owns and operates hundreds of pieces of construction equipment with several fleet offices and hubs across the country to efficiently service all of our customers.
1.3.5. ***Industry Experience.*** How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	Established in 1979, The LandTek Group is a contracting company highly qualified in design, construction and maintenance of athletic facilities throughout the east coast. LandTek has grown from a small Long Island establishment concentrating on natural grass athletic fields to a $200 million company with a $100 million bonding capacity. We provide specialized services including athletic facility construction, synthetic turf installation and maintenance, natural grass field construction and maintenance, general contracting, concrete, design-assist, surveying, fencing and more. LandTek's breadth of services, value engineering capabilities, proven results and experience, position the company as the leader in the athletic sports facilities construction industry. Our clients include professional sports teams such as the NY Jets, NY Giants, Philadelphia Eagles, NY Mets, NY Red Bulls, NYCFC, Pittsburgh Pirates, Inter Miami CF, Miami Dolphins and the San Diego Wave.

	We have worked with government agencies at both transportation hubs such as LaGuardia Airport, JFK Airport and O'Hare Airport as well as government education sites like The US Navy, The US Air Force, US Marines and the Merchant Marine Academy. We have also designed and constructed numerous athletic facilities for many municipalities, universities such as Virginia Union University, University of Miami, Fordham University, Columbia University, and over 5,000+ high schools. We have numerous large-scale vertical construction facility projects including Columbia University, Stony Brook University, Memorial Stadium and more. LandTek's experienced team understands the processes required to complete every project as envisioned by our customers, regardless of the size or scope. From site development to athletic field installation, LandTek provides a turnkey total solution by self-performing the vast majority of our work. Our quality control and project management processes allow the company to deliver projects on time and within budget while also maintaining a safe environment for our crews and customers. With a team of certified professionals, LandTek commits to focused expertise in all aspects of sports field construction. As an exclusive supplier of FieldTurf, the industry leader of turf manufacturing, LandTek uses nothing but the best material and premier equipment and machinery. Working closely with our clients, LandTek delivers on our promise of "Building Champions from the Ground Up." In the past five years LandTek has been recognized as a quality sports construction firm through the following industry awards: • American Sport Builders Association- 2019 Point Pleasant HS, NJ American Society of Civil Engineers - 2020 Quality of Life Award- Ellsworth W. Allen Park, NY • American Sport Builders Association- 2020 Single Field Facility- Bronze Award- Centenary University, NJ • American Sport Builders Association- 2020 Multi-Field Facility- Silver Award- Flamingo West Park, FL • American Sport Builders Association- 2021 Track and Field Facility of the Year- Abessinio Stadium at Salesianum School, DEL 100% of LandTek's revenue encompasses all of the products and services provided in this proposal.

1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	Currently LandTek covers a large part of the east coast and has expanded to areas such as California, Illinois and West Virginia. With the growth of operations and continued addition of Cooperative Purchasing Programs like this one we foresee LandTek continuing to grow its footprint.
1.3.7. ***Certifications and Licenses.*** Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications? **NOTE**: Provide copies of any of the certificates or licenses included in your response in **Proposal Form 5 - Certifications and Licenses**.	The LandTek Group, Inc. has business licenses in all of our current locations. Our company also has the necessary certifications required to complete a majority of work performed. Our ability to have in-house personnel and professionals work on the majority of our projects, ensures quality control on all levels. Our company has the ability to provide service in all areas, and we are confident that we can obtain any additional licensing that may be required. Our dedicated and experience compliance staff is able to assist with this endeavor. To review our current copies of our state licenses and certifications, please see the attached provided.
1.4. Public Sector Experience	
1.4.1. ***Public Sector Cooperative Contracts.*** Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts	We currently hold a multitude of product and service contracts. We also are an authorized distributor/installer on manufacturers cooperative contracts. The cooperative contracts that we have utilized are OGS, GSA, Sourcewell, KPN, NJPA and E & I. We have Non-Disclosure Agreements on many of these contracts but are willing to discuss certain specifics during a descope meeting if we are selected as an entity to Equalis Group deem responsive to this bid solicitation. These contracts total an average of 65million per year based on a look back of 3 years. The LandTek Group, Inc. is eager to have a contract with Equalis and are confident it will be equally beneficial to both parties. With the flexibility of this platform and our support, we anticipate utilizing this contract in lieu of others.
1.4.2. ***Education Success.*** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	Creating relationships and building upon our superior reputation, we have continued to grow our company in all aspects, especially the education driven market, to what it is today. Below is just a snapshot of our project percentages and sales revenue in education generated sales.

	Education: 70% equaling to approximately 110 million dollars in revenue.
1.4.3. ***Government Success.*** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	The LandTek Group, Inc. has the experience in all sectors of public work such as local governments, driving our growth through sales and relationships. Below is just a snapshot of our project percentages and sales revenue in government generated sales. Education: 25% equaling to $35,347,000 in revenue
1.4.4. ***Customer References.*** Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: **a.** Customer contact person and their title, telephone number, and email address; **b.** A brief description of the products and services provided by your company; **c.** Customer relationship starting and ending dates; and, ***d.*** Notes or other pertinent information relating to the customer and/or the products and services your company provided.	**East Islip** John Dolan School Superintendent 631-224-2010 jdolan@eischools.org Since 2012 See attached reference pdf for more details **Mount Vernon** Memorial Field Mt Vernon Ken Jenkins Deputy County Executive O: 914-995-2909 kjenkins@westchestergov.com Since 2019 See attached reference pdf for more details **Stony Brook Indoor** Adam McLeod Associate Athletic Director O: 631-632-4730 C: 845-641-7142 Adam.mcleod@stonybrook.edu Since 2002 See attached reference pdf for more details **Verona HS** Ms. Diane DiGiuseppe 973-571-2029 – ddigiuseppe@veronaschools.org Since 2017 See attached reference pdf for more details **Centenary University** Denton L. Stargel – VP of Business/Finance and CFO – 908-852-1400 ext. 2575 – stargeld@centenaryuniversity.edu Since 2012 See attached reference pdf for more details

	VUU Jerome Furtado Assistant Athletic Director for Operations (804)257-5479 jdfurtado@vuu.edu Since 2019 See attached reference pdf for more details **Virginia Tech** David Chinn Director of Finance and Planning (540) 231-3454 dchinn@vt.edu Since 2017 See attached reference pdf for more details **Abingdon Sports Complex, VA** TOBY BRYINGTON PROJECT MANAGER T 276.523.0411 Since 2021 See attached reference pdf for more details **FDU** Contact is Dick Frick VP of Facilities – 973-443-8926 – rfrick@fdu.edu Drew Kriemelmeyer – Derck & Edson Design Project Manager 717-626-2054 ajk@derckandedson.com Since 2018 See attached reference pdf for more details **Western Virginia University** Contact- FieldTurf Scope- Replacement of their current multipurpose synthetic turf field. Removal of old turf and installation of new FieldTurf product. **Penn State University** Doug Wenger Project Manager 814-863-9622 Jdw132@psu.edu Since 2019 See attached reference pdf for more details

Perkiomen Valley HS
Josh Bertholf
Grounds Supervisor
215-859-3738
jbertholf@pvsd.org
Since 2020
See attached reference pdf for more details

Millersville University
Ruth Sheetz
Procurement Director
717-871-7884
Ruth.sheetz@millersville.edu
Since 2017
See attached reference pdf for more details

Littlestown HS
Victor Trone
Facility Director
717-359-4146
tronev@lasd.k12.pa.us
Since 2019
See attached reference pdf for more details

Swarthmore College
Mike Boyd
Facility Director
610-328-8577
Mboyd1@swarthmore.du
Since 2020
See attached reference pdf for more details

The Tatnall School
Angelo Fontanazza
Director of Facilities
302-892-4339
angelofontanazza@tatnall.org
Since 2019
Scope- Track resurface and conversion of multiple fields from natural to synthetic. Including a field hockey field and a multipurpose field.

Eden Park/ City of Wilmington
Leonard Sophrin

	Project manager 302-576-3825 Since 2019 Conversion of multiple fields from natural grass to synthetic. **Wellington HS** Matt Estes – Superintendant of Sports Facilities 561) 603-3881 Mestes@Wellingtonfl.Gov Since 2019 See attached reference pdf for more details **University of Miami** Jackie Candela – Sr. Project Manager (305) 284-9891 Jcandela@miami.edu Since 2017 See attached reference pdf for more details **FAU Stadium** Chris Ryder Associate Athletic Director (516)322-5882 ryderc@fau.edu Since 2017 See attached reference pdf for more details

2. Products & Services

2.1. Products & Services

2.1.1. ***Product & Services Description(s).*** Provide a detailed description of the products and services you are offering as a part of your proposal. Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help	**Site, Civil Work & Development** • Site Clearing • Excavation • Drainage • Laser Grading • Piping & Stormwater Storage • Irrigation Systems • Utility Infrastructure • Asphalt Paving **Natural Grass Construction** • Field construction • Sub-surface cooling/heating • Expert design/drainage • Laser grading

understand the breadth and depth of your product and service offering. **IMPORTANT**. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.	• Aeration • Seeding • Sodding • Fertilization • Top Dressing • Clay & Infield Construction **Synthetic Turf** • Synthetic turf installation • Turf replacement • Custom logo/end zone designs • Repairs • Field Maintenance **Concrete Infrastructure** • Concrete and masonry retaining walls • Brick pavers • Curbs & sidewalks • Installations & repair • Concrete ADA walks & ramps • Parking lots, and driveways **Athletic Fencing** • Temporary • Chain link • Backstops • Removable outfield walls • Netting Systems • Ornamental • Security **Site Infrastructure (Above Ground)** • Air supported structures • Tension fabric buildings • Press boxes • Sports facility lighting • Bleachers • Scoreboards • Concession stands • Restroom Buildings • Video Score Board & Sound Systems • Playgrounds **Running Tracks, Sports Courts & Resilient Surfaces** • Acrylic Surfaces

	• New construction, and replacement • Surface repairs & patching • Line striping • Tennis Courts • Pickleball Courts • Basketball Courts **Construction & Facility Upgrades** • Bleacher modifications • Concession Stands • Restrooms • Sports Lighting
2.1.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.	Additional Offerings that the LandTek Group, Inc. provides: **Specialized Natural Grass Drainage Systems** • Quick Drain **Sports Field Performance Testing** • Performance • Agronomic • Impact Testing o GMAX o CLEGG **Custom Fence and Netting Systems** **Emergency Repairs** • emergency assessment and maintenance to athletic facilities. This includes but is not limited to, drainage repairs, base repairs, synthetic turf repairs and inlaid line replacement, infill replenishment, tennis court crack repairs, track divots and crack repairs, storm damage remediation to athletic fields, irrigation inspection and repair as well as other activities. Natural grass fields require regular maintenance in order to maintain playability. The LandTek Group's comprehensive natural turf maintenance program ensures that playing surfaces are optimized to provide the athletes utilizing the field with the best possible natural turf playing experience. Utilizing industry best

	practices and state-of-the-art equipment, LandTek's comprehensive natural turf maintenance program provides clients with a wide variety of services to optimize your field. In addition, LandTek has several Certified Sports Field Managers on staff, providing clients with the best improvement recommendations With LandTeks 40+ years of experience in sports field construction and maintenance, we are confident in providing additional services around design-build. Having Certified Field Builders and Certified Sports Field Managers on staff along with architect partners and engineers we are confident in streamlining he process from start to finish, bringing the customers vision to live both economically but efficiently as well. Our certified field staff are also equipped with the most up-to-date technology to properly evaluate any field for safety, and longevity. With particular testing processes LandTek ease the minds of mind to clients and facility owners.
2.1.3. ***Open Market Products.*** Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.	Additional open market products that don't fall under normal list products include the assessment and installation of undersoil heating and cooling systems including sub-air systems and radiant heat. These systems are designed to help maintain natural grass and synthetic turf fields at optimal conditions for play throughout the different seasons of play.
2.1.4.	The LandTek Group Inc. has warranties that cover all products and our company installations. The LandTek Group, Inc. has warranties that cover the expense of technicians' travel time, and mileage to perform repairs. All necessary repairs will be facilitated and coordinated through our corporate headquarters in Bayshore, NY, where our fully dedicated and experienced maintenance divisions are able to help facilitate any requirements. Our warranty ensures that all products and services are covered, and that any issues that may arise. The LandTek Group, Inc. provides our clients with the satisfaction of service and product support from beginning to the end, or life cycle on each project.
3. Business Operations	
3.1. Customer Service	

3.1.1. ***Customer Service Department***. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company of if they are a network of subcontractors.	LandTek's sales and technical team will respond within 24 hours after request. We will review with the client what they need and try and meet all their goals. LandTek has a unique differentiation in that account managers are assigned to each entity allowing a focal point for all issues, concerns, opportunities, and services. Account managers adhere to the philosophy that any customer issue will be documented and proactively addressed. The LandTek Group's standard operating procedure requires that our Project Management team at the onset of any operation define a master plan consisting of the following points: • Develop an itemized list of desired achievements • Create general project timeline • List of potential challengers and/or external factors that could impact overall quality and customer satisfaction • Establish a plan of action to facilitate the successful completion of a specific project • Communication is paramount for a successful outcome • Focus on safety • Work within budgets and offer value engineered solutions when applicable During the project our onsite management staff are required to make daily control assessments which are logged in our system. Including any corrective measure required to ensure we meet overall project expectations. At the end of any project/operation, LandTek's management team conducts a thorough review accessing the following key factors: • Quality of workmanship • Overall Cost • Timeliness • Project issues and the manner that they were resolved • How to best grow from the issues and build on the successes of the project This cycle enables LandTek to continue to grow without sacrificing quality and customer satisfaction.

	Project Phases 1. Before the commencement of activities or establishment of a field office for our construction management staff, we will prepare a plan for mobilization and security at the site, and review with representatives for concurrence. The plan will designate areas on the site for contractor parking, field offices, storage areas and routes for material delivery. It is developed to make the most efficient use of the areas available to construction personnel while also accommodating any on-going construction activities. We integrate any field office requirements for the project consultants and representatives. 2. The creation of project controls will provide a vehicle to monitor the physical construction and financial reporting of the project. Before project commencement, we will require that these controls be in place. Issues related to scheduling/coordination of construction, cost control, flow of funds, changes in scope of work, procurement, drawing control, quality assurance, and safety all require proactive monitoring. 3. A detailed recordkeeping system will be prepared and maintained throughout the course of the project. Records shall include but not necessarily be limited to shop drawings, daily logs, progress schedules, quality control reports, change order Logs, and requisition reports. 4. As we approach the end of a project, a punch list is developed in order to ensure even the smallest issues are addressed prior to project completion. But our involvement doesn't end when the project is finished. Moving forward, we continue our customer-oriented approach with ongoing accountability and maintenance. We are a specialized site contractor, performing the vast majority of work in-house in order to control quality and ensure your project is maintained to our high standards. If ever there is an issue, we facilitate all product and labor warranties. Our experienced, in-house local crews, estimators, project managers, operators and builders are not assembled by job. When and if problems do arise, our model minimizes finger pointing, facilitating expedited problem identification and resolution.
3.2. Customer Set Up; Order & Invoice Processing; Payment	
3.2.1. ***Order & Invoice Process***. Describe your company's proposal	The LandTek Group, Inc. has policies and procedures set in place to ensure proper proposal development,

	development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.	order processing and successful completion of invoicing. Proposals are generated by our highly experienced Sales & Estimating team, alongside our project management professionals. All aspects of the project are considered when formulating the cost, and the outcome is well thought out in regard to timing, profits and customer/owner satisfaction. The LandTek Group, Inc. produces orders which provide enough detailed information to ensure the customer/owner a simple, standardized, and streamlined representation of the project/service. Our orders include the following: Description of the product or materials Quantity Price Payment terms Shipment method/dates Order reference number Other, job specific information, can always be added if requested or needed. The LandTek Group, inc. always ensures to carefully review an order prior to distribution. Our highly experienced and dedicated staff is committed to the accuracy on each job order. It is a strong focus of LandTek to properly invoice for each one of our projects and orders. LandTek takes pride in ensuring that one of the most crucial steps to managing our company's accounts receivables, is done in an accurate and timely manner. The LandTek Group, inc. keeps its invoicing procedures aligned with our high standards of accuracy and time sensitive needs of all parties involved. Our invoices typically include: • The date the invoice was created • Names and addresses of both parties • Description of the goods and services • The price and quantities for those goods and services • The terms of payment • Name and address of the contractor

	• Invoice date and invoice number • Contract number or other authorization for supplies delivered or services performed • Description, quantity, unit of measure, unit price, and extended price of supplies delivered, or services performed • Delivery/Shipping and payment terms • Name and address of contractor official to whom payment is to be sent • Name, title, phone number, and mailing address of person to notify in the event of a defective invoice • Any other information or documentation that may be job specific • Contract number or authorization • Description of supplies delivered, or services performed. • Quantities of supplies received and accepted, or services performed, if applicable. • Date supplies were either delivered or services were performed. • Acceptance of the supplies or services; or
3.2.2. ***Financing.*** Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	Via a partnership with Venture Funding Specialists Banking, founded by two lease financing veterans with over 70 years of combined experience, LandTek provides: • A full range of programs designed to help equipment manufacturers and distributors enhance sales by offering a financing or leasing option to customers. • Banking relationships with over 30 financial institutions
3.3. Bonding Capabilities	
3.3.1. ***Bonding***. Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.	The LandTek Group, Inc is bonded by The Hanover Insurance Company (Hanover). Hanover Insurance Company provides a $25,000,000 single project / $150,000,000 aggregate program to The LandTek Group, Inc. The Hanover Insurance Company would favorably consider a request from The LandTek Group, Inc. to provide performance and payment bonds that may be required. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as, but not limited to, acceptable

	contract terms and bond forms, confirmation of satisfactory financing and favorable review of the underwriting information at the time of actual request for the bonds. **Contact Information:** Hanover Insurance (732) 805-2000 USI Insurance Services Lou Spina (516) 419-4092 Please find the attached Bonding letter, for your review.
4. PRICING	
4.1. Cost Proposal	
4.1.1. ***Pricing Model.*** Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	Our pricing model is based on a selection of unit priced goods for commonly used athletic products and construction solutions. Additional pricing is provided for items outside of the scope in the attached labor pricing RS Means. RS Means covers the all-inclusive turn-key solutions with a complete list of all products, supplies, material, equipment, services, accessories and options with their description, specification, terms and conditions, and associated pricing for each item.
4.1.2. ***Auditable.*** Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	The pricing model included in our proposal is based on current market rates. These rates are consistently at or below similar constructs and can be solicited by third party agencies (i.e: RS Means-see 4.1.1)
4.1.3. ***Cost Proposal Value.*** Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	The prices offered in your Cost Proposal are: ☒ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☒ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ not applicable. Please explain below.

	We have checked both boxes above due to variations in project scope, specifications and contract dollar value.
4.1.4. ***Additional Savings.*** Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	As the Equalis relationship is cultivated we expect increased volumes to result in further discounting capability. Please refer to the attached VPA schedule to determine additional discounts based on volume. See attached table for percentage breakdown.
4.1.5. ***Pricing Open Market or Sourced Goods.*** If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request. **NOTE**: For a definition of Open Market Items, please refer to **Part One, Section 5 – Pricing**.	Product offerings will be priced accordingly to our cost schedule. Items that fall under the cost-plus percentage will be determined by a competitive procurement process. We will provide multiple quotes for comparison and determine the best products meet the customers project specifications and budget.
4.1.6. ***Total Cost of Acquisition.*** Identify any total cost of acquisition costs that are ***NOT*** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.	Our pricing model includes unit costs for standard items including freight, installation etc, Hourly labor rates will be based on units provided and adjusted with labor coefficients for each specific region. RS Means will be utilized to price additional work not specifically identified in the solicitation. **Additional fees that may be required:** • Bonding 1.5% • RSMeans (If Required) 3rd party validation with a fee of 1.4% • Additional insurance requirements (project specific)
5. GO-TO-MARKET STRATEGY	
5.1. Bidder Organizational Structure & Staffing of Relationship	
5.1.1. ***Key Contacts.*** Provide contact information and resumes for the person(s) who will be responsible for the following areas; 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact	1. Executive Contact- John Sulinski 2. Contract Manager- Lisa Bove 3. Sales Leader- John Nitti 4. Reporting Contact- Melissa Kraus 5. Marketing Contact—Bradley Richtman Please refer to the attached resumes for all key contacts.

5. Marketing Contact. Indicate who the primary contact will be if it is not the Sales Leader	
5.1.2. ***Sales Organization.*** Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	At LandTek, we utilize a sales model consisting of fulltime salespeople, sales agents and consultants along with Inside Sales, Marketing and Sales Operations. Project Managers and division heads also contribute to the LandTek brand awareness and selling. We provide capabilities relative to expertise in tracks, natural turf, synthetic turf, site infrastructure construction, tennis courts, bleachers, lights, concession stands, press boxes, etc. The key staff responsible for the sales team are: John Nitti, VP of Sales & Marketing Marty Lyons, VP of PR, US Wide Sales AJ McCabe: US Sales Operations Brad Richtman: US Marketing Account Manager, Nassau County Account Manager, NJ, PA, DE, MD Account Manager, VA, NC, SC & Certified Sports Field Manager (CSFMS) Relates Sales Consultant - US Sales Agent, Carolinas Account Manager, Long Island and GCs Sales Agent, Mid-Atlantic Account Manager, Long Island and Certified Sports Field Manager (CSFMS) Relates Sales Kevin Slattery, US Inside Sales Account Manager, Suffolk County Account Manager, US Private Sector US Municipalities Account Manager, Southeast & FL
5.2. Contract Implementation Strategy & Expectations	
5.2.1. ***Contract Expectation.*** What are your company's expectations in the event of a contract award?	The LandTek Group, Inc. is confident that we can provide a multitude of services and products and become a great ambassador for Equalis. Our goal is to provide exceptional customer service and introduce and utilize our team of dedicated professionals that have the ability and expertise to grow this platform. We are confident that our company assets will provide a reputable and profitably outcome for all.
5.2.2. ***Five (5) Year Sales Vision & Strategy.*** Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years.	The LandTek Group understands how to successfully market and leverage cooperative purchasing contracts to a variety of public institutions.

	Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	Immediately upon award, LandTek will begin marketing the Equalis contract. These steps include but are not limited to: The LandTek Sales and Marketing team will demonstrate to current and future EQUALIS members the value and benefits on Contract purchasing. • Provide familiarity/knowledge of member cooperative procurement options. • Cross brand marketing materials with LandTek and Equalis branding for coherent messaging. • Add Equalis logo and information to our website where cooperative purchasing is referenced. • Attendance of national and local conferences promoting partnership. • Educate current subcontractors/ engineers and architects into the EQUALIS fold by explaining the value-added nature of the contract highlighting: a) Its simplicity and ease of use. b) Its defined, preferential pricing c) Its proven potency in the marketplace d) Customer references and stories f) Demonstrate (through sales figures and other data) the current success of the contract and its potential to grow with continued understanding and participation. Sales teams will work with Equalis member regarding project scope of work, sports facility construction needs (including infrastructure and additional sports equipment), budget and time frame. LandTek Estimators and the Sales Team will generate customer proposals with relative EQUALIs pricing and language. Customer's will review and approve proposal and then issue a PO to LandTek. The marketing strategy will be handled by the Marketing Manager and Sales Operations to educate all account managers and sales agents in all LandTek territories. LandTek has a commitment to all all our cooperative purchasing agreements. Understanding of the benefits and usage of the Equalis contract will be reviewed with all LandTek employees. The Marketing team will push Equalis content and information regarding the ease of use and benefit to our customers though all marketing channels.

	• Social media post explaining the usage and benefits of cooperative purchasing •Dedicated e-blasts to our data base regarding information about Equalis and our partnership. •Marketing at trade shows with EQUALIS. • Generate co-branded fliers. • Sponsor & attend events to get in front of EQUALIS clients. Based on geographical needs and requirements we intend to attend relevant shows and events that coincide with the reach and need of this contract. **Relative Sample of Current Trade Shows and Events for 2023** • NJ Parks And Rec • North Carolina Athletic Directors Show • National Soccer Coaches Association of America • ASBO MD/DC Maryland • Maryland Park and Rec (MRPA) • Illinois Athletic Directors (IADA) • Georgia Athletic Coaches Ass. (GACA) • Sports Turfs Managers Ass. (STMA) • AIA - American Institute of Architects • American School Business Officials (ASBO) • NFHS - National HS ADs • Build Expo • PA School Business Officials • NJ Directors of Athletics Association • NJ School Building and Grounds • NY Purchasing • NYS Parks and Rec • National Athletic Director Conference • Virginia Inter-Scholastic Athletic Administrators Association • NY Suffolk Facilities Annual Golf Outing • NYS Athletics Association • ASLA NY • ASLA Florida • ASLA Virginia • Florida Purchasing • Florida Venue Managers • Florida Educational Facilities Planners • Florida Parks and Rec • NY School Superintendents • NJ School Board Association • Virginia Parks and Rec • Virginia School Board Association • Associated Builders and Contractors Annual National Conference

	• North Carolina Athletic Directors Show • North Carolina Tec and Park Association • Florida ASLA Conference Digital Marketing Website- LandTekGroup.com – Average 2,600 visits a month (30,000 a year) Email Data base – approx. 12,000 (roughly 32 e-blasts a year) Social Media Platforms include: Facebook- 1,800 Followers Twitter- 811 Followers Instagram- 1,066 Followers LinkedIn- 1,413 Followers YouTube- Average of 250 views a month Average: 32,000 impressions/reach across all platforms each month
5.2.3. ***Sales Objectives.*** What are your top line sales objectives in each of the five (5) years if awarded this contract?	As a company, we have been very successful leveraging requirements contracts and cooperative purchasing agreements. Over the past five years we have over $170 million in realized revenue associate with such vehicles. We have also grown overall in the last five years from $120 million to $200 million or about 66%. Given that such contract revenue would be more correlated with our sales team, which would be most utilizing the Equalis Contract, that growth over the last five years would be more applicable and is actually 340%. Our customer relationships, proven results, vast experience and value engineering capabilities differentiate LandTek among prospects and customers who want to partner with LandTek for their important projects. Utilizing such contracts gives them the opportunity to choose LandTek while also following procurement guidelines. Many do not want to be forced to work with an inexperienced, low-priced vendor who may experience financial issues on a project and attempts to recoup margins with change orders. Given our success leveraging contracts such as Equalis, we expect the following associated revenue across the east coast and beyond: 2023: $10 million 2024: $15 million 2024: $22.5 million 2025: $27 million 2026: $32.4 million

6. ADMIN FEE & REPORTING	
6.1. Bidder Organizational Structure & Staffing of Relationship	
6.1.1. ***Administrative Fee.*** Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable. **Please provide your proposed Administrative Fee percentage or structure.** **NOTE**: The proposed Administrative Fee language for this contract is based on the terms disclosed in the **Attachment A – Model Administration Agreement**.	[redacted]
6.1.2. ***Sales & Administrative Fee Reporting.*** Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	Based on our experience of using contracts we feel quarterly reporting provides a more accurate view of results based on phases of project completion. Quarterly reports would fall in line with typical project timelines that encompass a large scope and would be in accordance with our accounting procedures**.**
6.1.3. ***Self-Audit.*** Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that	Having been a successful, full-service company for over 40 years, The LandTek Group, Inc. takes pride in our ability to oversee all aspects of the work that we provide. We are able to confidently claim that all aspects of the work, from expediting to execution, ensure correct pricing, reporting and contract

	Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.	stipulations. Our company encourages communicational meetings within all parties to review the process of a project moving forward. Our goal is to provide exceptional customer service, and we are confident that this is achievable through our already established project management team. Our company has set in place policies and procedures that ensure project quality and progress. Our quality control and project management processes allow the company to deliver projects on time and within budget. Our resources of industry professionals, from certified turf managers, project managers, engineers and experienced corporate staff work together to assist in the day-to-day operations. Our experience, dedication and ability to adapt and overcome challenges on any project have allowed us to be a highly regarded general contractor that specializes in athletic facility construction throughout the United States.

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE: ☐Yes ☒No
List certifying agency: Click or tap here to enter text.

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")
Respondent certifies that this firm is a SBE or DBE: ☐Yes ☒No
List certifying agency: Click or tap here to enter text.

c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE: ☐Yes ☒No
List certifying agency: Click or tap here to enter text.

d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB: ☐Yes ☒No
List certifying agency: Click or tap here to enter text.

e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone: ☐Yes ☒No
List certifying agency: Click or tap here to enter text.

f. Other
Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No
List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

TRADE SECRETS

Certifications:

FieldTurf Installer Certification
Musco Lighting Certified Contractor
Southern Bleachers Distributor

Please see attached list of Licenses LandTek currently holds

New York Licenses	**Issuing Authority**
Certificate of Incorporation	NYS Dept of State
Vendex-MOCS / Pass Port NYC	NYC Mayor's Office
Home Improvement Contractors License	Nassau County - Consumer Affairs
Home Improvement Contractors License	Suffolk County - Consumer Affairs
Town Of N. Hempstead Fence Erector License	Town Of N. Hempstead
Incorp. Village of Valley Stream Fence Contractor License	Inc. Village of Valley Stream
Town of East Hampton Home Improvement License	Town of East Hampton
New Jersey Licenses	**Issuing Authority**
Certificate of Authority-Sales Tax	State of NJ
Good Standing Certificate	State of NJ
Business Reg. Certificate	State of NJ
Public Works Contractor Registration Act	NJ Dept of Labor
DPMC	NJ Dept of Treasury
SDA	NJSDA-Schools Develop Authority
Connecticut Licenses	**Issuing Authority**
Certificate of Authority	CT Secretary of State
Certificate of Good Standing	CT Secretary of State
Business Tax Registration	CT Secretary of State
Corporate Annual Report	CT Secretary of State
Major Contractor Registration - License	CT Dept of Consumer Protection
CT DAS - Department of Administrative Services	Department of Administrative Services
CT DAS - Tax Status Letter	Department of Revenue Services
Delaware Licenses	**Issuing Authority**

Certificate of Authority	State of Delaware
Annual Report	SE Secretary of State
New Castle DE - Local Business registration	New Castle County
DE Contractor License	State of DE - Division of Revenue
DE Contractor Registration Certificate	State of DE
City of Wilmington Business License	City of Wilmington (acct # 11025937)
DNREC Sediment and Stormwater Program (Certified Responsible Person)	DE Dep't of Natural Resources
District of Columbia (DC)	**Issuing Authority**
Certificate of Authority	Dept of Consumer & Regulatory Affairs
Certificate of Good Standing	Dept of Consumer & Regulatory Affairs
Annual Report - 2 year report	Dept of Consumer & Regulatory Affairs
Florida Licenses	**Issuing Authority**
Certificate of Authority	State of Florida
Annual report	State of Florida
Illinois Licenses o	**Issuing Authority**
Certificate of Authority	Office of Secretary of State
Annual report	Office of Secretary of State
Massachusetts Licenses	**Issuing Authority**
Certificate of Authority	Secretary of The Commonwealth of Massachusetts
Annual Report	Ma. Secretary of State
Maryland Licenses	**Issuing Authority**
Certificate of Authority	State Department of Assessments & Taxation
Annual Report	State Department of Assessments & Taxation
Out-of-State Contractor License	State of MD-Circuit Court(Prince Geo. County(90)
Sales & Use Tax License	Comptroller of Maryland
Michigan Licenses	**Issuing Authority**
Certificate of Authority	Dept of Licensing & Regulatory Affairs
Annual Report Foreign Corp. Information Update	Dept of Licensing & Regulatory Affairs
Minnesota Licenses	**Issuing Authority**
Certificate of Authority	Secretary of State
Annual Report Foreign Corp. Information Update	Dept of Licensing & Regulatory Affairs
North Carolina Licenses	**Issuing Authority**

Certificate of Authority	Department of the Secretary of State
Annual Report	Department of the Secretary of State
South Carolina Licenses	**Issuing Authority**
Certificate of Authority	Office of Secretary of State
Annual Report	SC Department on Revenue
Pennsylvania Licenses	**Issuing Authority**
Certificate of Authority/Good Standing	Pa Dept of State
Certificate of Sales Tax License	Dept of Revenue
Township of Lower Merion Contractor License	Lower Merion Township
Radnor Township Contractor License	Township of Radnor
Philadelphia Licenses	
Commercial Activity License	City of Phila-Dept of Licenses
Contractor's License Trade License	City of Phila-Dept of Licenses
Certificate of Tax Clearance	City of Phila-Dept of Licenses
Rhode Island Licenses	**Issuing Authority**
Certificate of Authority	State of RI and Providence Plantations
Annual Report	State of RI and Providence Plantations
Virginia Licenses	**Issuing Authority**
Certificate of Authority	State Corp. Commission
Certificate of Registration for the Collection of Use Tax	Commonwealth of VA
VA Class A Contractor's License	State of VA
County Of Fairfax, BPOL	County of Fairfax
City of Richmond BPOL	City of Richmond
Prince William County, BPOL	Prince William County
Loudoun County, BPOL	Loudoun County
Henrico County, BPOL	Henrico County (acct# 002-00614404)
Roanoke County BPOL	Roanoke County
West Virginia Licenses	**Issuing Authority**
Certificate of Authority	State Corp. Commission / Secretary Of State
Annual Report	Secretary of State (business4wv.com)
Business Tax Registration	State Tax Department
Pass Through Entity Tax - Annual Partnership	State Tax Department
WV Contractor Registration	West Virginia Contractor Licensing Board
City of Bridgeport Business License	Tax/License Division/Bridgeport
Federal Licenses	**Issuing Authority**

SAM - The System for Award Management	US Federal Government
Fema Industry Liaison Program	Department of Homeland Security
US Army Corp of Engineers (SAM)	US Federal Contractor Registration
SportsTurf Managers Association - National Organization (STMA)	Sports Turf Managers Association
Kevin Malone	
John Sulinski	
Bill Gillan	
American Sports Builders Association (ASBA)	American Sports Builders Association
John Sulinski	
Ed Ryan	
Mike Ryan	
Kevin Malone	
Bill Gillan	
New York State Turfgrass Association	NYSTA
John Sulinski	NYSTA
Kevin Malone	NYSTA
Sports Field Manager Association of NJ (SFMANJ)	Sports Field Managers Association
Kevin Malone - CSFM	
John Sulinski	
Mike Ryan	
New Jersey State Turfgrass Association	NJSTA
Kevin Malone	
Joe Fitzgerald	
American Fence Association (AFA)	American Fence Association

(The rest of this page is intentionally left blank)

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

☐ Yes

☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. In the course of conducting our construction business, in the past 5 years we were subjected to new claims, most of which we were plaintiffs. The list of which is enclosed with this proposal. We take all formal claims seriously and proactively, and address them as they arise.

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. LandTek is proud to disclose that during the past 5 years we had no adverse administrative government action to report.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ **Yes**

☒ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Michael Ryan, President, hereby certify and affirm that The LandTek Group, Inc. , has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Michael Ryan, President , hereby certify and affirm that The LandTek Group, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Michael Ryan, President , hereby certify and affirm that *The LandTek Group, Inc.,* is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

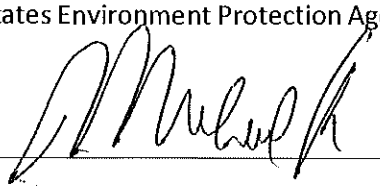
AND

I, Michael Ryan, President , hereby certify and affirm that ***The LandTek Group, Inc.*** either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Michael Ryan, President , hereby affirm that this proposal accurately represents the capabilities and qualifications of *The LandTek Group, Inc.*, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: 

Printed Name: Michael Ryan, President

Company Name: The LandTek Group, Inc.

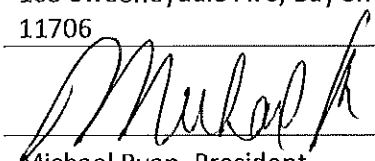
Mailing Address: 105 Sweeneydale Ave, Bay Shore
New York 11706

Email Address: Estimatinggroup@landtekgroup.com

Job Title: President

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	Michael Ryan, President
Mailing Address:	105 Sweeneydale Ave, Bay Shore NY 11706
Signature	
Title of Signatory:	Michael Ryan, President

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars ($100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: _____

Date: 11/10/2022 Michael Ryan, President

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

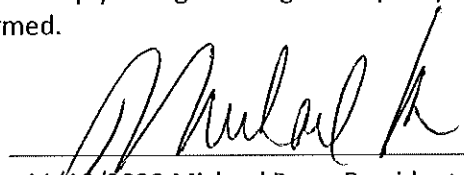
Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: 

Date: 11/10/2022 Michael Ryan, President

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? _ Yes NR
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars ($150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? Yes MC
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars ($10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? Yes
(Initials of Authorized Representative)

3. *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Yes
(Initials of Authorized Representative)

4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars ($2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? Yes
(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars ($100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? Yes MR
(Initials of Authorized Representative)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Yes MR
(Initials of Authorized Representative)

7. *Clean Air Act and Federal Water Pollution Control Act*

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars ($150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? Yes MR
(Initials of Authorized Representative)

8. *Debarment and Suspension*

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? Yes MK
(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Yes MK
(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of 5ection 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars ($10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars ($10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? Yes MA

(Initials of Authorized Representative)

11. ***Profit as a Separate Element of Price***

For purchases using federal funds in excess of one hundred fifty thousand dollars ($150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Yes MR
(Initials of Authorized Representative)

12. ***Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment***

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? Yes MK
(Initials of Authorized Representative)

13. ***Domestic preferences for procurements***

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? Yes MK
(Initials of Authorized Representative)

14. ***General Compliance and Cooperation with Members***

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

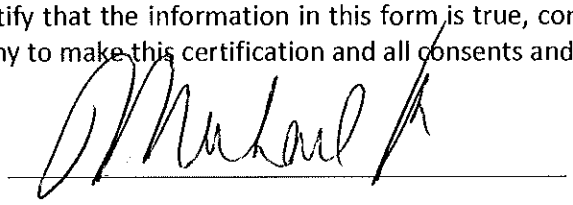
Does Bidder agree? Yes MR
(Initials of Authorized Representative)

15. ***Applicability to Subcontractors***

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? Yes MR
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: 

Printed Name: Michael Ryan, President
Company Name: The LandTek Group, Inc.
Mailing Address: 105 Sweeneydale Ave, Bay Shore NY 11706
Job Title: President

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	☒	Yes
	☐	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations

increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)
For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? _ Yes. *M*
(Initials of Authorized Representative)

Date: _ November 10, 2022

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	☒ Yes ☐ No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. *Ownership Disclosure Form (N.J.S. 52:25-24.2)*

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	**The LandTek Group, Inc.**
Street:	**105 Sweeneydale Ave**
City, State, Zip Code:	**Bay Shore, New York 11706**

Complete as appropriate:

I, Click or tap here to enter text. , certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Michael Ryan, President, an authorized representative The LandTek Group, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

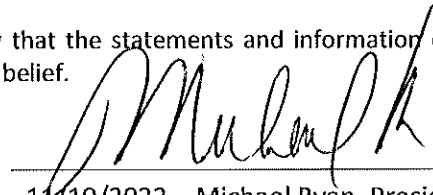
Name	Address	Interest

Michael Ryan President
75%
105 Sweeneydale Ave,
Bay Shore New York
11706

Edward Ryan LandTek
Trust 25%
105 Sweeneydale Ave,
Bay Shore, New York
11706

Edward Ryan, VP,
Treasurer & Secretary
0%
105 Sweeneydale Ave
Bay Shore, New York
11706

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: 

Date: 11/10/2022 – Michael Ryan, President

B. ***Non-Collusion Affidavit***

Bidder Name: The LandTek Group, Inc.

Street Address: 105 Sweeneydale Ave

City, State Zip: Bay Shore, New York 11706

State of New York

County of Suffolk

I, Michael Ryan, President of the Bay Shore in the County of Suffolk , State of New York of full age, being duly sworn according to law on my oath depose and say that:

Michael Ryan

I am the President of the firm of The LandTek Group, Inc. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature: _____

Job Title: Michael Ryan, President

Subscribed and sworn before me

this 10th day of November 2022_

_____

Notary Public of New ~~Jersey~~ York

My commission expires , 20____

SEAL

JENNIFER A PERITORE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6215464
Qualified in Suffolk County
My Commission Expires 12/28/25

C. *Affirmative Action Affidavit (P.L. 1975, C.127)*

Company Name: The LandTek Group, Inc.

Street Address: 105 Sweeneydale Ave

City, State, Zip Code: Bay Shore, New York 11706

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

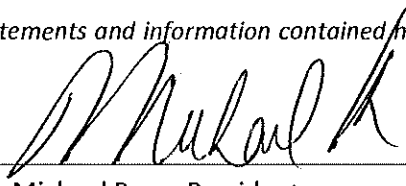
1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval*
   OR
2. *A photo copy of their Certificate of Employee Informatian Repart*
   OR
3. *A complete Affirmative Action Emplayee Informotion Report (AA302)*

Public Work – Over $50,000 Total Project Cast:

☐*No approved Federal or New Jersey Affirmative Action Plan. We will complete Repart Form AA201-A upon receipt from the Harrison Township Board of Education*

☒*Approved Federal or New Jersey Plan – certificate enclosed*

I further certify that the statements and information contained herein, are complete and carrect to the best of my knowledge and belief.

Authorized Signature: 

Title of Signatory: Michael Ryan, President

Date: 11/10/2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

D. *C. 271 Political Contribution Disclosure Form*

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.

    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

    d) The form may be used "as-is", subject to edits as described herein.

    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	The LandTek Group, Inc.		
Address:	105 Sweeneydale Ave		
City:	Bay Shore	NY	11706

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature of Vendor	Michael Ryan	President
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
The LandTek Group, Inc.	Joseph Divincenzo – Essex County	9/15/2016	$$2,600.00
The LandTek Group, Inc.	Joseph Divincenzo – Essex County	01/31/2022	$300.00
The LandTek Group, Inc.	Friends of Howard Phillips – Town of Haverstraw	12/07/2021	$400.00

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	$Amount
Contributor Name	Recipient Name	Date	$Amount
Contributor Name	Recipient Name	Date	$Amount
Contributor Name	Recipient Name	Date	$Amount
Contributor Name	Recipient Name	Date	$Amount

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. *Stockholder Disclosure Certification*

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name Michael Ryan, President 75% Home Address: 264 Secatogue Lane West Islip NY 11795 Home Address	Name: Stockholder Name Edward Ryan LandTek Trust 25% Home Address: 105 Sweeneydale Ave Bay Shore NY 11706 Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this 10 day of November, 2022 (Notary Public) My Commission expires:	(Affiant) Michael Ryan President (Print name & title of affiant) (Corporate Seal)

JENNIFER A PERITORE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6215464
Qualified in Suffolk County
My Commission Expires 12/28/25

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

*(**Note**: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Click or tap here to enter text.

*(**Note**: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

☐ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

☒ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	The LandTek Group, Inc.
Address	105 Sweeneydale
City/State/Zip	Bay Shore, New York 11706
Phone Number	(631) 691-2381
Email Address	Estimatinggroup@landtekgroup.com
Printed Name	Michael Ryan, President
Job Title	President
Authorized Signature	Michael Ryan, President

Initial Term of the Master Agreement

Contract Effective Date:	January 1, 2023
Contract Expiration Date:	December 31, 2026
Contract Number:	***COG-2138C***

*(**Note**: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By: _____
Name: Scott A. Morgan
As: CCOG Board President
Date: _____

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: _____

MarshMcLennan Agency

AC RISK MANAGEMENT

A fttarsh & fZcLcrnan Agency LLC Company

August 12, 2025

LTG Sports Turf One, LLC.

2240 W. Woolbright Road, Suite 411

Boynton Beach FL 33426

Re: Workers Compensation Insurance

XL Specialty Insurance Company.

Policy No: CWD740958908

Current Policy Term: 05/20/2025 - 05/20/2026

To Whom it May Concern:

Please be advised your company's Workers Compensation Experience Modification Rating from the National Council on Compensation Insurance (NCCI) is as follows:

Experience Rating Modification Effective:

2025-2026:	0.78
2024-2025:	0.83
2023-2024:	0.94

Should you have any questions, please contact our office at your convenience.

Sincerely,

Thomas Batista
Account Executive - Construction
AC Risk Management Inc, A Marsh & McLennan Agency LLC Company
1800 Walt Whitman Road, Suite 160
Melville, NY 11747
Office: 516-277-4480 I Mobile: 631-923-8559
Email: Tom.Batista@MarshMMA.com

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 9-26 LTG Sports Turf One, LLC
Jupiter Community Park Athletic Field Renovation - Piggyback

After reviewing the documents associated with the request to execute a piggyback contract to LTG Sports Turf One, LLC for the Jupiter Community Park Athletic Field Renovations, I have found that the request meets all procurement requirements of F.S. 287.056.

The LTG Sports Turf One, LLC contract was competitively solicitated and awarded as COG-2138C by The Cooperative Council of Governments, Inc, as the lead agency for the cooperative purchasing group Equalis Group, LLC. The Jupiter Community Park Athletic Field Renovations falls within the scope of work of the original solicited contract. The vendor has issued a separate agreement assigning Palm Beach County, FL as the legal venue for this procurement.

This cooperative purchase complies with all Town of Jupiter Procurement Policies, Palm Beach County Ordinances and Florida State Statutes.

TOWN OF JUPITER
FIND Grant Agreement for Piatt Place Park

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Resolution 34-26**, Execution of a Project Agreement Between Florida Inland Navigation District and the Town of Jupiter for Piatt Place Park for a Waterways Assistance Program Grant for $215,000

EXECUTIVE SUMMARY
Staff seeks Town Council authorization to execute an agreement for the Waterway Assistance Program with the Florida Inland Navigation District (FIND) in the amount not to exceed $215,000 for Piatt Place Park. The total project cost for the engineering, design and permitting of the waterfront park is $430,000, which will be funded through the CRA, and the proposed grant agreement would reimburse fifty percent of the funding.

The Town Attorney has reviewed the proposed grant agreement and resolution and finds them to be in acceptable form.

ANALYSIS
FIND awarded the grant currently titled: "Piatt Place Park Riverwalk Loop and Public Access Project" that included a new portion of the Riverwalk system with an upland Riverwalk segment extending along and into the old growth mangrove forest along the west side of the property, connecting to Burt Reynolds Park. The initial site plan was conceptual when the FIND grant was submitted and the current updated site plan approved by the Town Council on March 3, 2026, includes the addition of public safety docks and a Riverwalk overlook, instead of a Riverwalk Loop, at the proposed waterfront park.

Staff recently met with FIND representatives and discussed the updates to include the public safety docks and Riverwalk overlook as it relates to the grant. They stated that the updates are consistent with the FIND grant goals and objectives, and recommended the Town move forward with executing the original grant and agreement. After execution of the agreement, FIND staff suggested the updates to the project and grant be submitted for their administrative review and approval (see attached draft grant revision).

Town staff has determined the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements (see attached procurement memo). Staff requests approval of the proposed cost reimbursement agreement with FIND for the Piatt Place Park project for $215,000. A total cost not to exceed $430,000 will be required up front for the project engineering, design and permitting necessary for the design of a passive park with public safety docks, a Riverwalk overlook, and environmental restoration. This project will be funded through the CRA Trust Fund.

STRATEGIC PRIORITY

- Safety
- Unique, Small Town Feel
- Fiscal Responsibility
- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 34-26 and Grant Agreement
2. Draft grant revision
3. Procurement Review

FUNDING SOURCE

Funding is not necessary for this request.

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

RESOLUTION NO. 34-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) TO BE USED FOR THE ENGINEERING AND PERMITTING OF PIATT PLACE PARK LOCATED ON THE WEST SIDE OF US HIGHWAY 1 APPROXIMATELY 1,700 FEET NORTH OF INDIANTOWN ROAD, AND SOUTH OF BURT REYNOLDS PARK.

WHEREAS, the Town of Jupiter (Town) is proposing to develop a project known as the Piatt Place Park along US Highway 1 and the Intracoastal Waterway within the Town; and

WHEREAS, the Town submitted for a 2025 Waterways Assistance Program Grant application (the grant application) to FIND, seeking a fifty percent matching grant, for the development known as the “Piatt Place Park Riverwalk and Public Access Project” (the Project); and

WHEREAS, the grant application requested an amount not to exceed $215,000 to be used for engineering, design and permitting of the Project; and

WHEREAS, FIND awarded the Town $215,000 for the Project in October 2025; and

WHEREAS, FIND has prepared a Grant Agreement and provided it to the Town Manager for his signature; and

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

Section 1. The Town Council has determined that the grant agreement between the

Town and FIND for the Project is acceptable.

Section 2. The Town Council hereby authorizes the Town Manager to execute the grant agreement on behalf of the Town.

Section 3. Upon FIND's acceptance and execution of the grant agreement, the Town shall be responsible for carrying out the responsibilities established therein.

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

Attachment "A": Grant Agreement

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Town Council of the Town of Jupiter, Florida at a duly noticed meeting of the Town Council, held on this 3rd day of March 2026.

ATTEST:

By: _____
Merriane Lahmeur, Town Clerk

(TOWN SEAL)

TOWN OF JUPITER, FLORIDA

By: _____
Jim Kuretski, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

#7605808 v1 26503-00001

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. PB-JP-25-236

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town of Jupiter, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Piatt Place Park Riverwalk Loop & Public Access Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $215,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use

for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town of Jupiter
Attention: Assistant Director of Planning and Zoning, Jupiter Community Redevelopment Agency
210 Military Trail
Jupiter, FL 33458

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

Town of Jupiter

By:_____

Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

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

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

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

****TOTALS =**	430000	215000	215000

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
a. Project management, administration and inspection,
b. Design, permitting, planning, engineering or surveying costs for completed construction project,
c. Restoration of sites disturbed during the construction of an approved project,
d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District’s program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:			
Project Sponsor (Grantee):			
Reimbursement Request # (or final):			Notes for clarification of this Reimbursement Request:
Grant Amount			
Previous Total Payments			
Previous Total Retainage Held by FIND			
Available Balance	$ 0.00		
Funds Requested for this Payment			
10% FIND Retainage (Unless Final)			
Check Amount	$ 0.00		
Grant Amount	$ 0.00		
All Payments + All FIND Paid Retainage	$ 0.00		
Remaining Balance	$ 0.00		

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⁀ Docks 4th Quarter Report 2026

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php

ATTACHMENT E-2

Waterways Assistance Program FY2026

Application and Evaluation Worksheet

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

DRAFT

_____ _____

Applicant Signature Certifying the Above Information Print Name

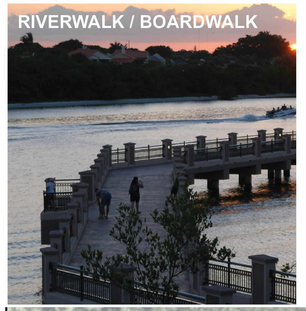
Project Summary: Maximum 200 Words

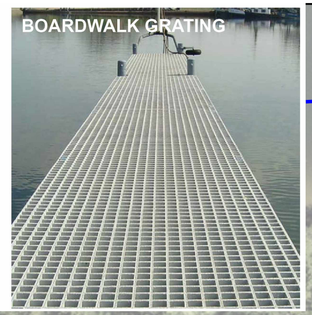
The Piatt Place Park: Riverwalk overlook and Public Safety Docks project will provide the public access and a Riverwalk overlook that celebrates the natural beauty of the Intracoastal Waterway. The Riverwalk access will also lead to five new Public Safety Docks to moor public safety vessels owned and operated by the Town and allow for easily accessible boat mooring for patrolling the Town's waterways. The project will include an upland Riverwalk segment with boardwalks extending along and into the old growth mangrove forest west of the property and enhance the overall Riverwalk experience, while providing on-site security for users with the new secured docking facilities. The over water Riverwalk boardwalk will provide a unique user and educational experience while the marine facilities are designed to protect the areas significant seagrass habitat. The project will also provide:

- Public access through seating areas, a shade structure, and an over water viewing pier
- Improved safety on Jupiter's waterways
- Added safety and surveillance from the Town on-site fire station and the new public safety docks
- Expanded ADA access to the waterfront

Interpretive and educational signage about natural habitat and water safety

- Enhances shoreline stabilization and marine habitat through living shoreline, break water and Riverwater piling improvements.





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

100' setback from channel req

40'-0"

1 2 3 4 5

Floating Dock

Public safety (5) dock spaces w/ boat lifts for Police, Fire, FWC

Riverwalk Overlook

Security gate to dock spaces

BOARDWALK/ RIVERWALK LOOP

MEAN HIGH WATER LINE

SETBACK LIMIT

PROPERTY LINE

WAYFINDING SIGNAGE

APPROXIMATE MANGROVE CANOPY EXTENTS

APPROXIMATE SEAGRASS EXTENTS

APPROXIMATE MANGROVE CANOPY EXTENTS

PROPOSED RETAINING WALL

WATER FOUNTAIN

TRASH RECEPTACLE (TYP.)

~~KAYAK RENTAL KIOSK~~

WETLAND BUFFER

RIVERWALK LOOP

WETLAND BUFFER (15'-0" MIN.)

BURT REYNOLDS PARK CONNECTION

PROPOSED SIDEWALK BENCH (TYP.)

PICNIC TABLE (TYP.)

PROPOSED 16'X20' PAVILION

Retention

Retention

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	BY
1	----	----	----
2	----	----	----
3	----	----	----
4	----	----	----
5	----	----	----
6	----	----	----
7	----	----	----

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1615 S. CONGRESS AVE., SUITE 201,
DELRAY BEACH, FLORIDA 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

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\Pronsheets\L-1.00 SITE PLAN.dwg
These documents, and the ideas and designs incorporated herein, as an instrument of service, are the property of Kimley-Horn and Associates, Inc. and are not to be used in any way without the prior written consent of Kimley-Horn and Associates, Inc.

ATTACHMENT E-3

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

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

Project Title:	Piatt Place Park: Riverwalk Overlook & Public Safety Docks (Phase I)
Applicant:	Town of Jupiter

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Survey & Geotech	106,000	53,000	53,000
Project Management	40,000	20,000	20,000
Environmental Services	70,000	35,000	35,000
Public Engagement	0	0	0
Construction Documents	160,000	80,000	80,000
Permitting	54,000	27,000	27,000

****TOTALS =**	430,000	215,000	215,000

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 4, 2026

Re: Procurement Review – Florida Inland Navigation District (FIND)
Interlocal Agreement (ILA) – Piatt Place Park
Waterways Assistance Program

After reviewing the documents associated with the request to execute an Interlocal Agreement (ILA) with the Florida Inland Navigation District (FIND) for the Piatt Place Park, I have found that the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements.

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

TOWN OF JUPITER
Beacon Park Future Land Use and Zoning Map Amendments

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Ordinance 3-26, Ordinance 7-26 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
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;

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; 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 on the competing priorities of the Comprehensive Plan Policies and Strategic Plan in Section 1. Section 2 of the report analyzes the considerations for the residential designation on the east and west sides separately.

At their January 20, 2026 meeting, the Town Council voted to approve on first reading the east side Future Land Use Map amendment (Low Density Residential) and 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 theR-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. The ordinance as approved on first reading on 01/20/26 contained the Planning and Zoning Commission's recommendation to assign Single Family Residential (R-1) Zoning. The applicant has requested a zoning of Single Family Compact (R1-A) Zoning. Staff has provided a table in the staff report detailing 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 also 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 in the staff report update.

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 (Beacon East Rezoning)
2. Ordinance 3-26 (Beacon West FLUM)
3. Ordinance 8-26 (Beacon West Rezoning)
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

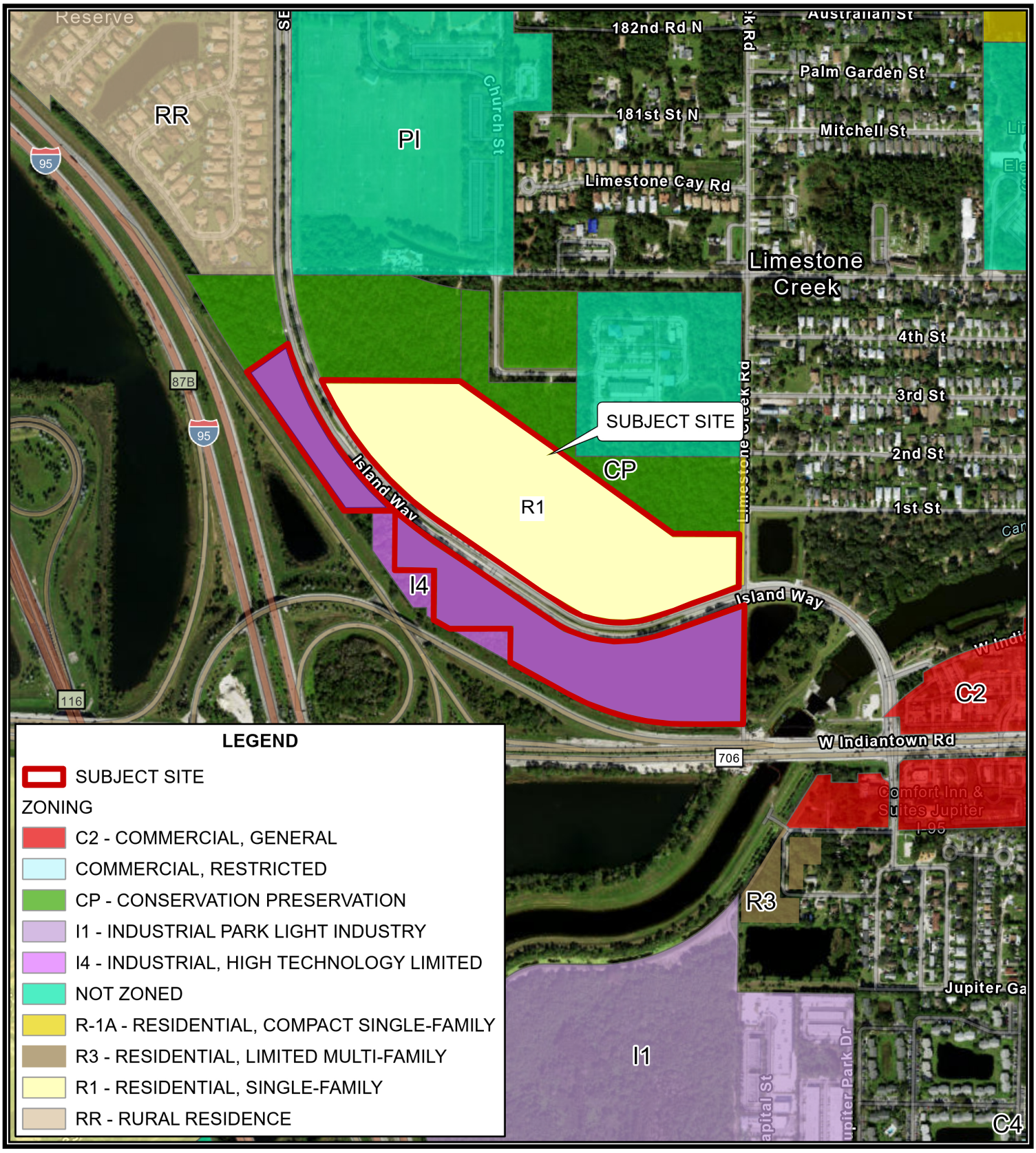
#7542839 v1 26503-00001

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

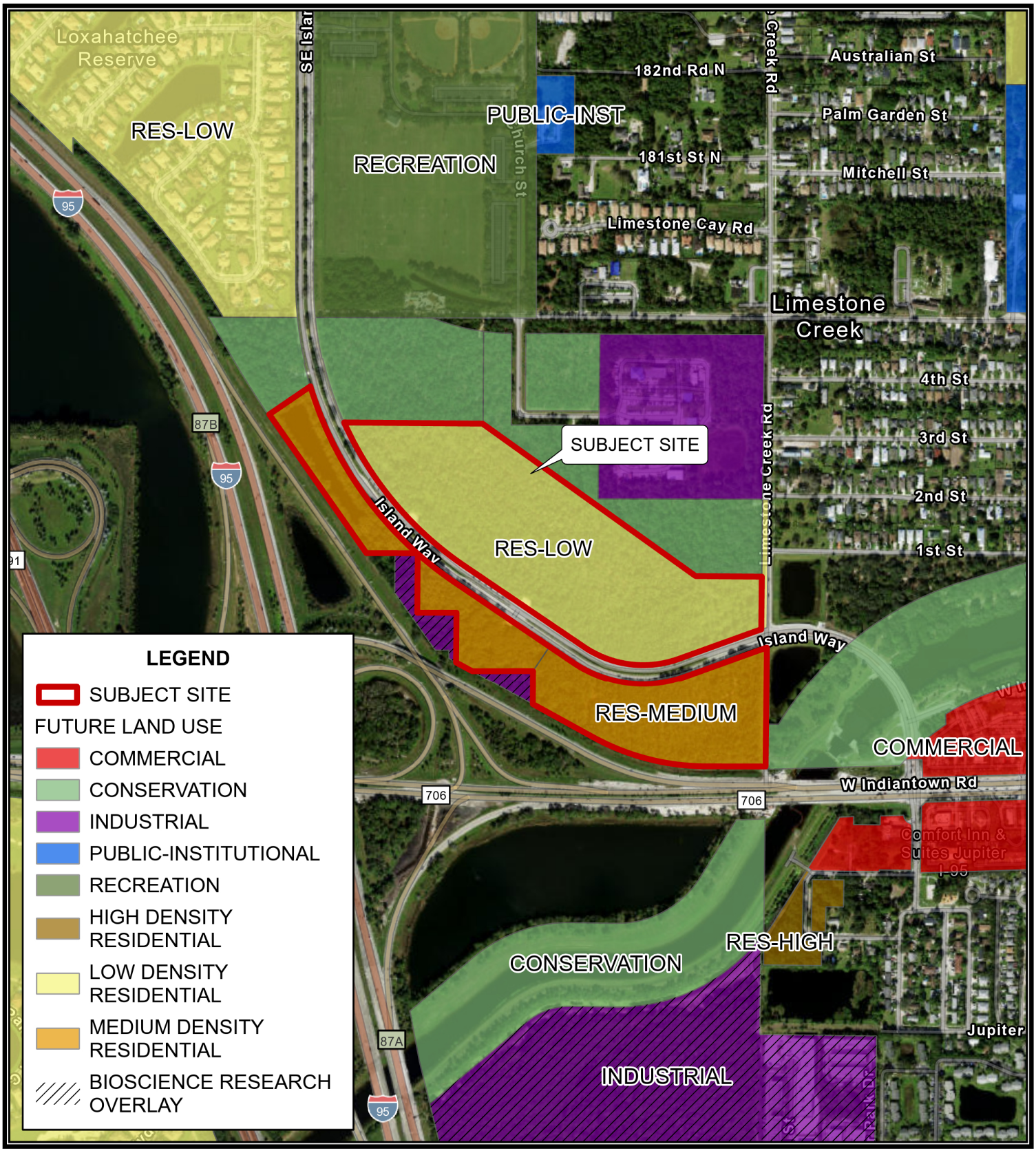
SOUTH PARCEL LEGAL DESCRIPTION

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.



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 [09/5/2025] ESS

Proposed Future Land Use

Beacon Park

Jupiter, FL

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

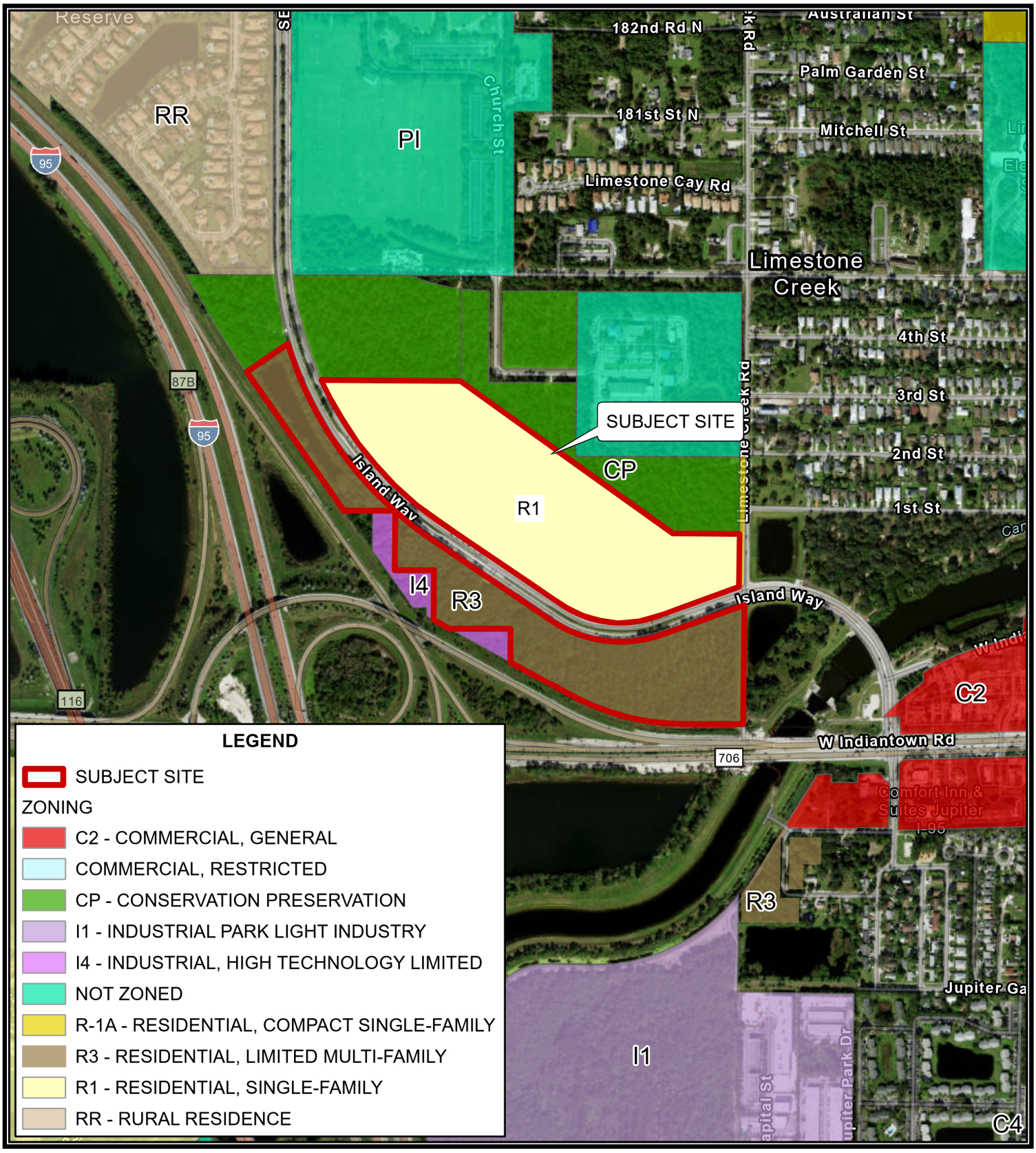
SOUTH PARCEL LEGAL DESCRIPTION

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

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.



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

Beacon Park Future Land Use and Zoning Map Amendments
TOWN MANAGER'S OFFICE

DATE: March 17, 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:	03/17/26 – 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

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)

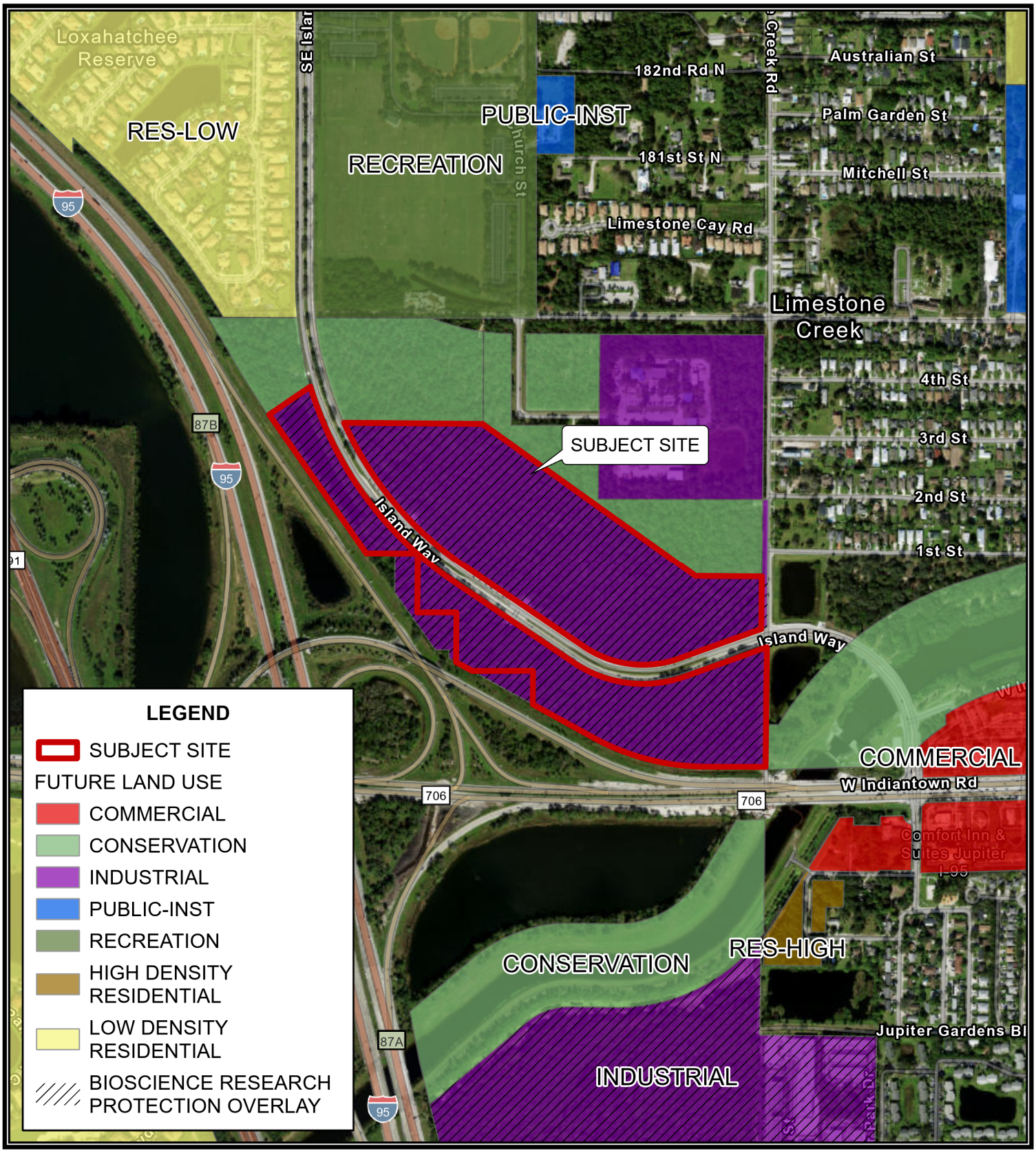
EXHIBIT "B"

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

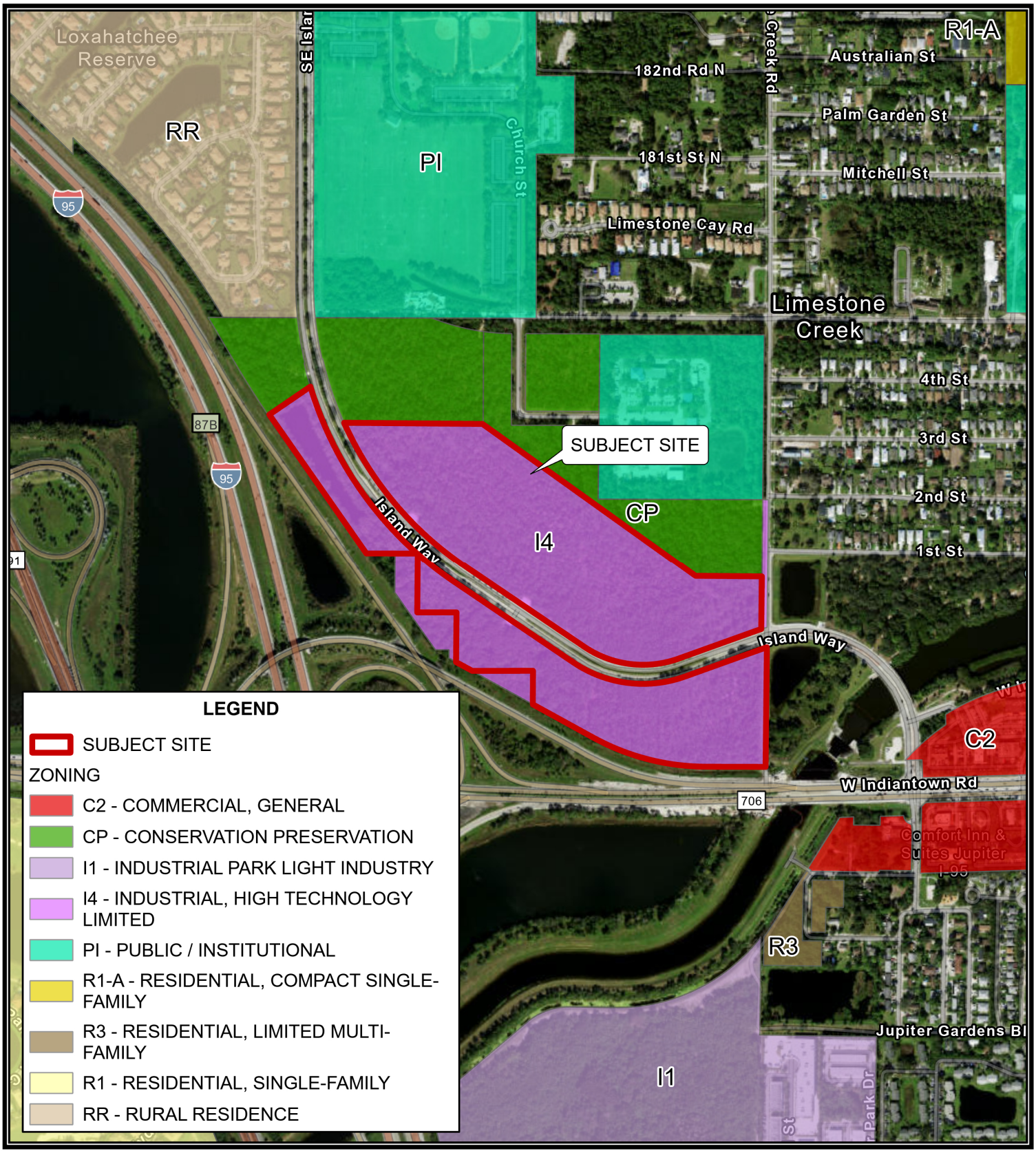
Beacon Park

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

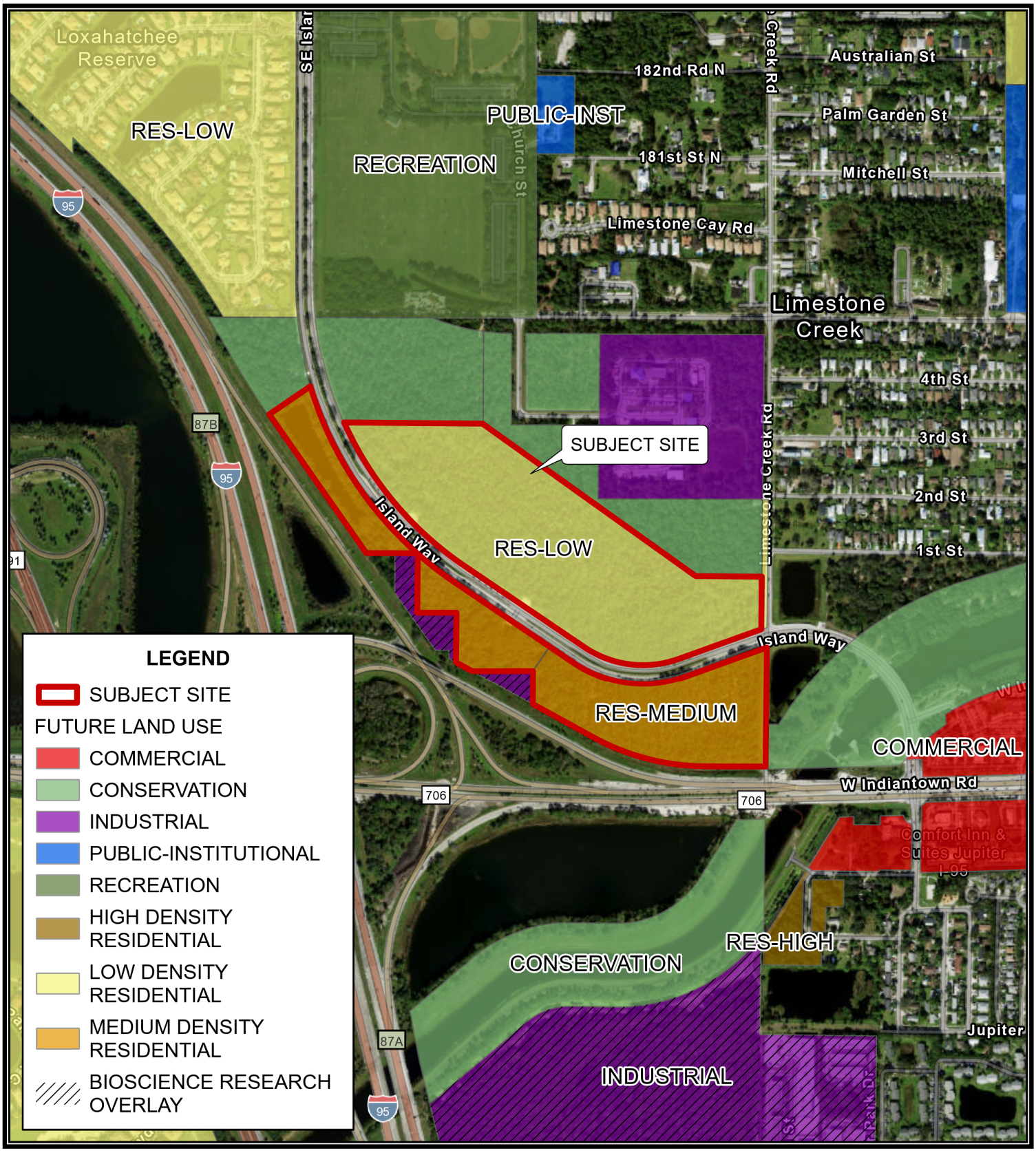
Beacon Park

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

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

37



N
W E
S

1 inch equals 750 feet

0 375 750 Feet

Proposed Future Land Use

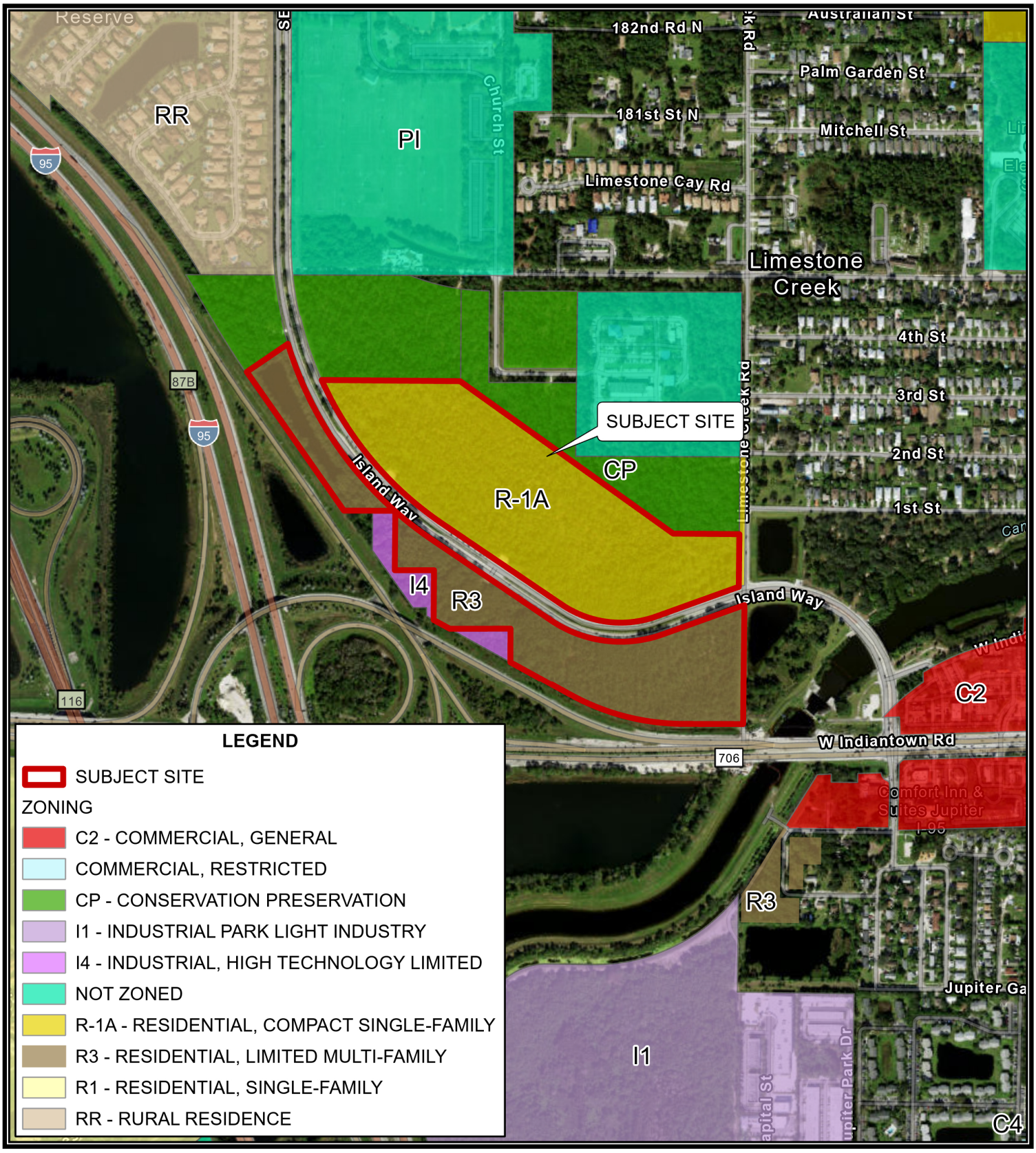
Beacon Park

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

38



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

39

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)

This is not a certified copy

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.

This is not a certified copy

This is not a certified copy

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"

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

This is not an official record

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]

This is not a certified copy

WITNESSES:

Kimberly G. Cadle
Signature

Print Name: Kimberly G. Cadle

Signature

Print Name: Christopher A. Erb

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

This is not a Certified Copy

STATE OF Ohio

COUNTY OF Cuyahoga

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

p:\docs\26503\00006\doc\1a8030502.doc

This is not a certified copy

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

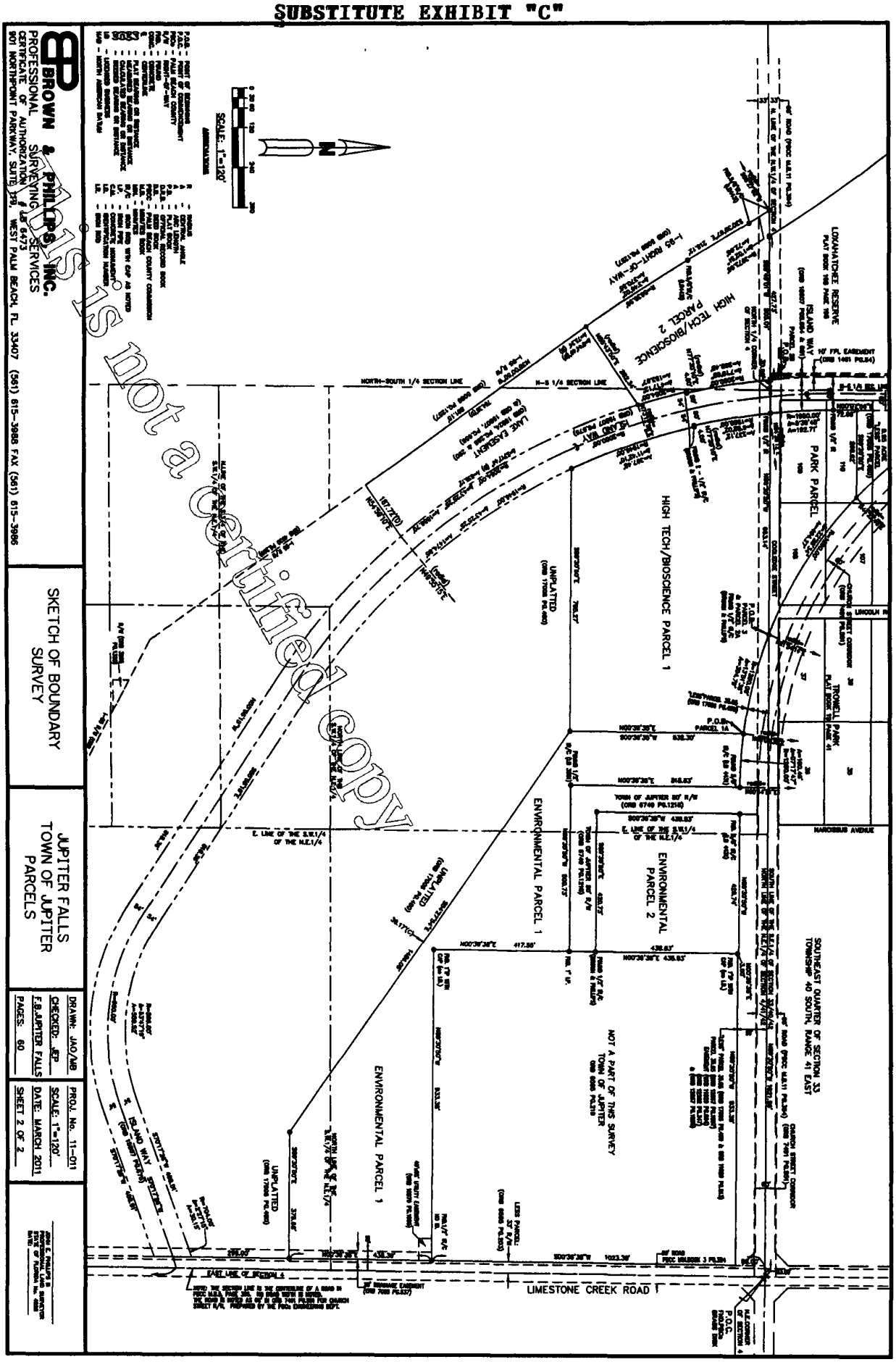
Corporate / Business offices	UBR
Office uses related to scientific, laboratory, or limited industrial research, product development and testing, engineering development and marketing, and such other office uses which are ancillary to high technology uses on-site[1]	UBR
Club	SE
Day care and preschool 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"



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.

p:\docs\26503\00008\doc\1ag0308.docx

CFN 20190043998

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)

This is not a certified copy

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

P:\DOCS\26503\00001\DOC\1VI6598.DOCX

This is not a certified copy

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

This is a certified copy

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:

Electronically Recorded for Certified Copy

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.

This is not a certified copy

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:

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.

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:

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, 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 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.

High Tech/Bioscience Parcels 1 and 2 totaling 16.6 acres, more or less.

Exhibit "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.

Park Parcel totaling 2.5 acres, more or less.

This is not a certified copy

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**

This is not a certified copy

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

This is not a certified copy

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
1934 COMMERCE LANE • SUITE 1
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,

Laurey Hood
Land Planner
Cotleur & Hearing
561.406.1009
LHood@cotleur-hearing.com

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

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,

Laurey Hood
Land Planner
Cotleur & Hearing
561.406.1009
LHood@cotleur-hearing.com

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:
Kimley-Horn and Associates, Inc.
West Palm Beach, Florida

August 11, 2025
Registry No. 64773
Kimley-Horn and Associates, Inc.
477 S Rosemary Avenue, Suite 215
West Palm Beach, Florida 33401
561/845-0665 TEL

ADAM B. KERR, P.E. LICENSE No 64773 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Adam B Kerr
Date: 2025.08.11 11:27:22 -04'00'

Adam B. Kerr, P.E.
Florida Registration Number 64773

TABLE OF CONTENTS

LIST OF TABLES ii
LIST OF FIGURES ii
INTRODUCTION 1
PROJECT TRAFFIC 3
Trip Generation 3
Existing Site Development 3
Existing Future Land Use Potential Development 3
Proposed Future Land Use Potential Development 3
TRAFFIC DISTRIBUTION AND ASSIGNMENT 5
LEVEL OF SERVICE ANALYSIS 6
Short-Range (Year 2030) 6
Long-Range (Year 2045) 6
SHORT-RANGE (2030) PLANNING HORIZON 7
Significance Analysis 8
Capacity Analysis 9
LONG-RANGE (2045) PLANNING HORIZON 11
CONCLUSION 12
APPENDIX ..... A

LIST OF TABLES

Table 1: Trip Generation Calculations Summary 4
Table 2: Short-Range Significance Determination 7
Table 3: Short-Range (Year 2030) AM Peak Hour Significance Analysis 8
Table 4: Short-Range (Year 2030) PM Peak Hour Significance Analysis 8
Table 5: Short-Range (Year 2030) AM Peak Hour Capacity Analysis 10
Table 6: Short-Range (Year 2030) PM Peak Hour Capacity Analysis 10

LIST OF FIGURES

Figure 1: Site Location 2

INTRODUCTION

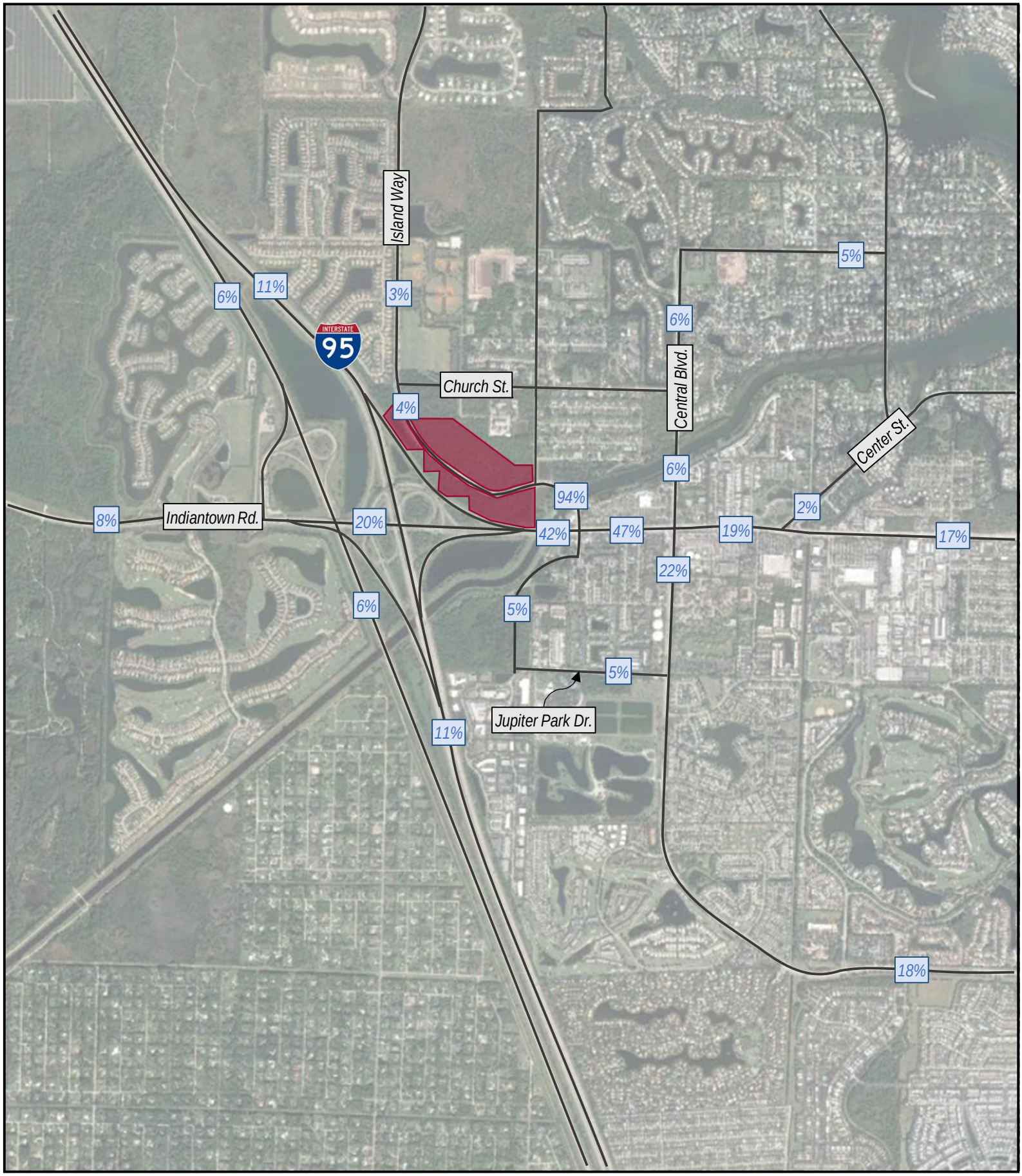
Kimley-Horn and Associates, Inc. has been retained to prepare a Future Land Use (FLU) Amendment traffic analysis for the site located north of Indiantown Road on Island Way North in the Town of Jupiter, Florida. **Figure 1** illustrates the location of the project site. The site currently has an FLU 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		

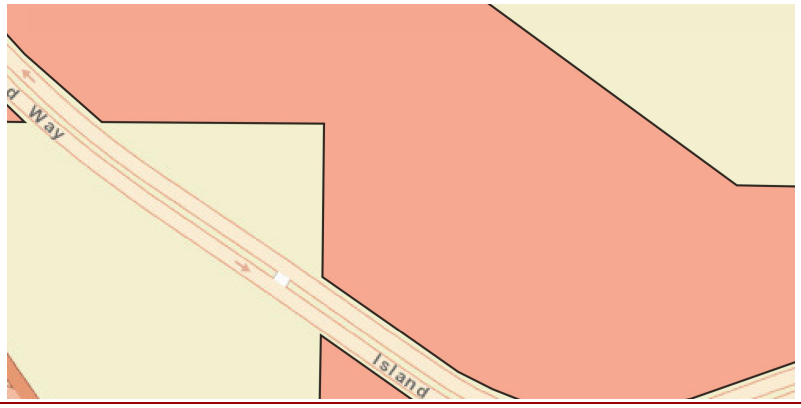
Link Analysis

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

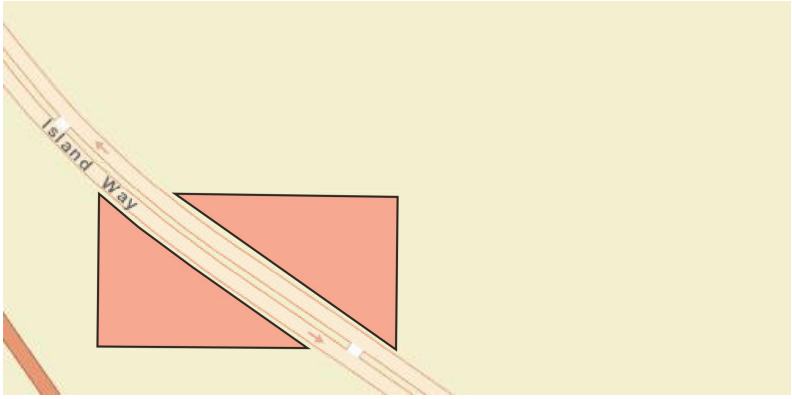
2025 Qualified Exemptions

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

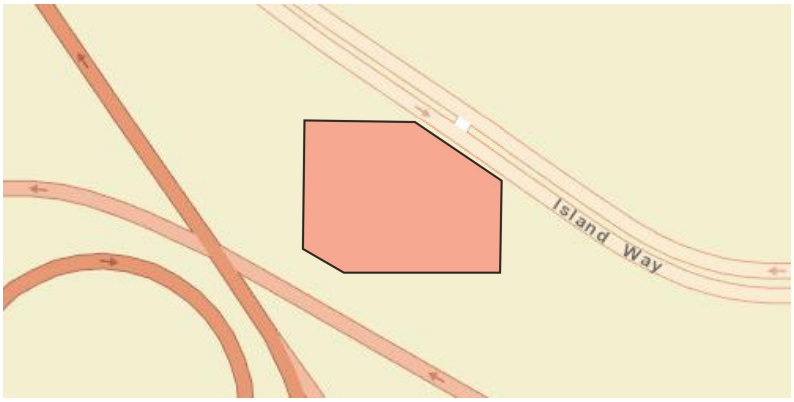
2025 Qualified Exemptions

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

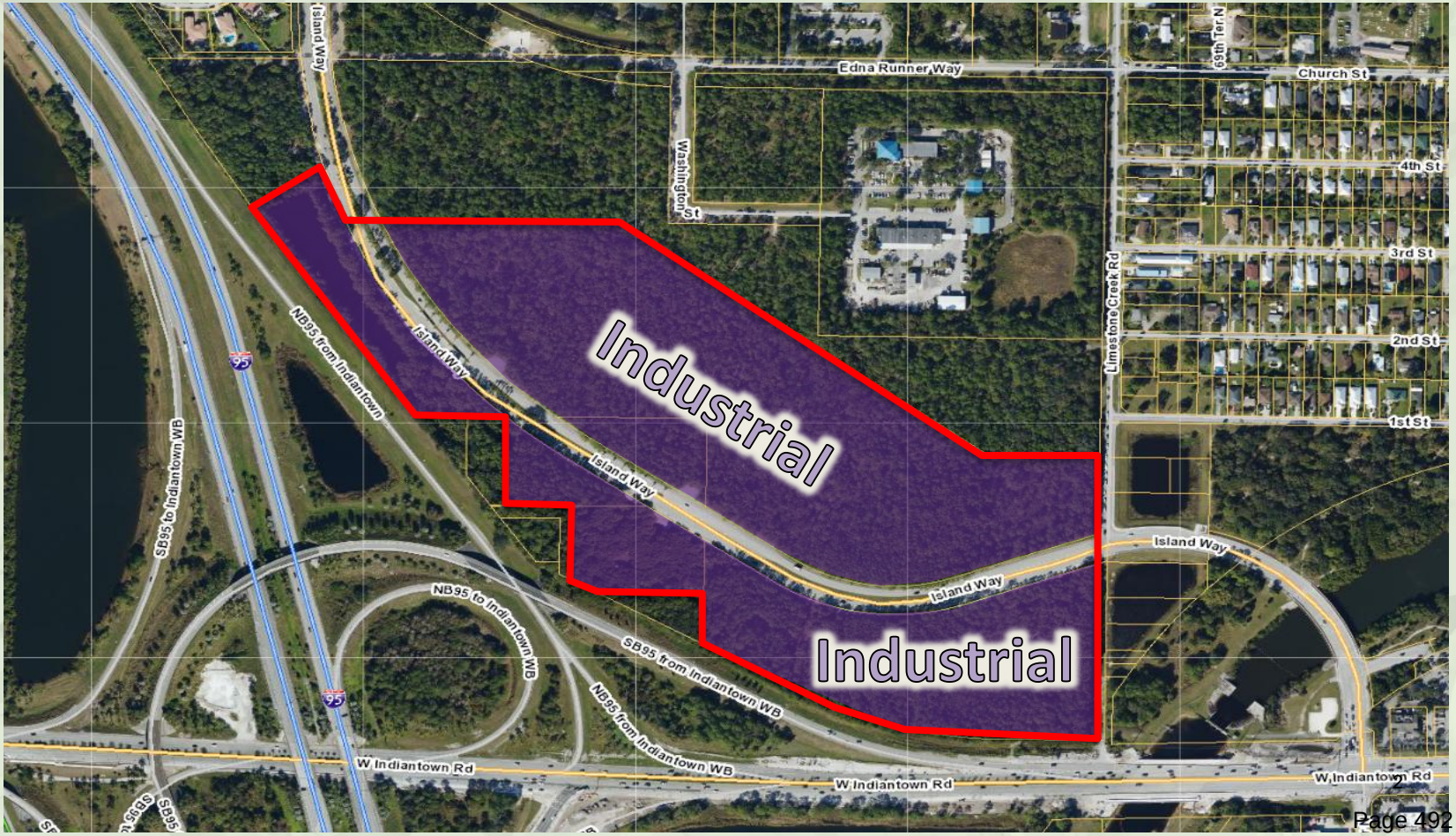
FLUA & REZONING

March 3rd, 2026

Result from Previous Meeting

Cotleur & Hearing

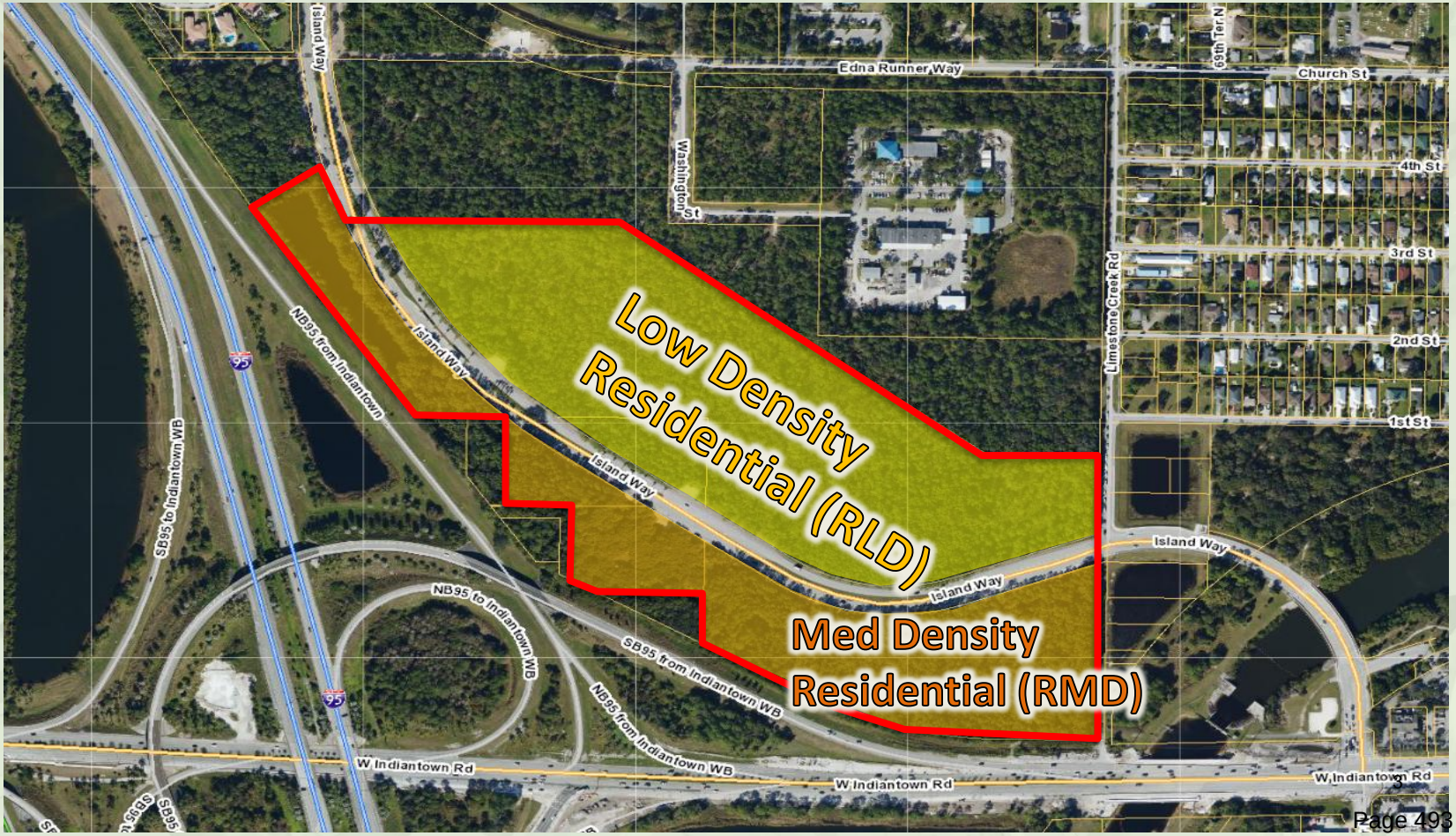
1. ***Future Land Use Map Amendment***
   a) *Removal from Bioscience Research Protection Overlay*
2. ***Zoning Map Amendment (Rezoning)***



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

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…"

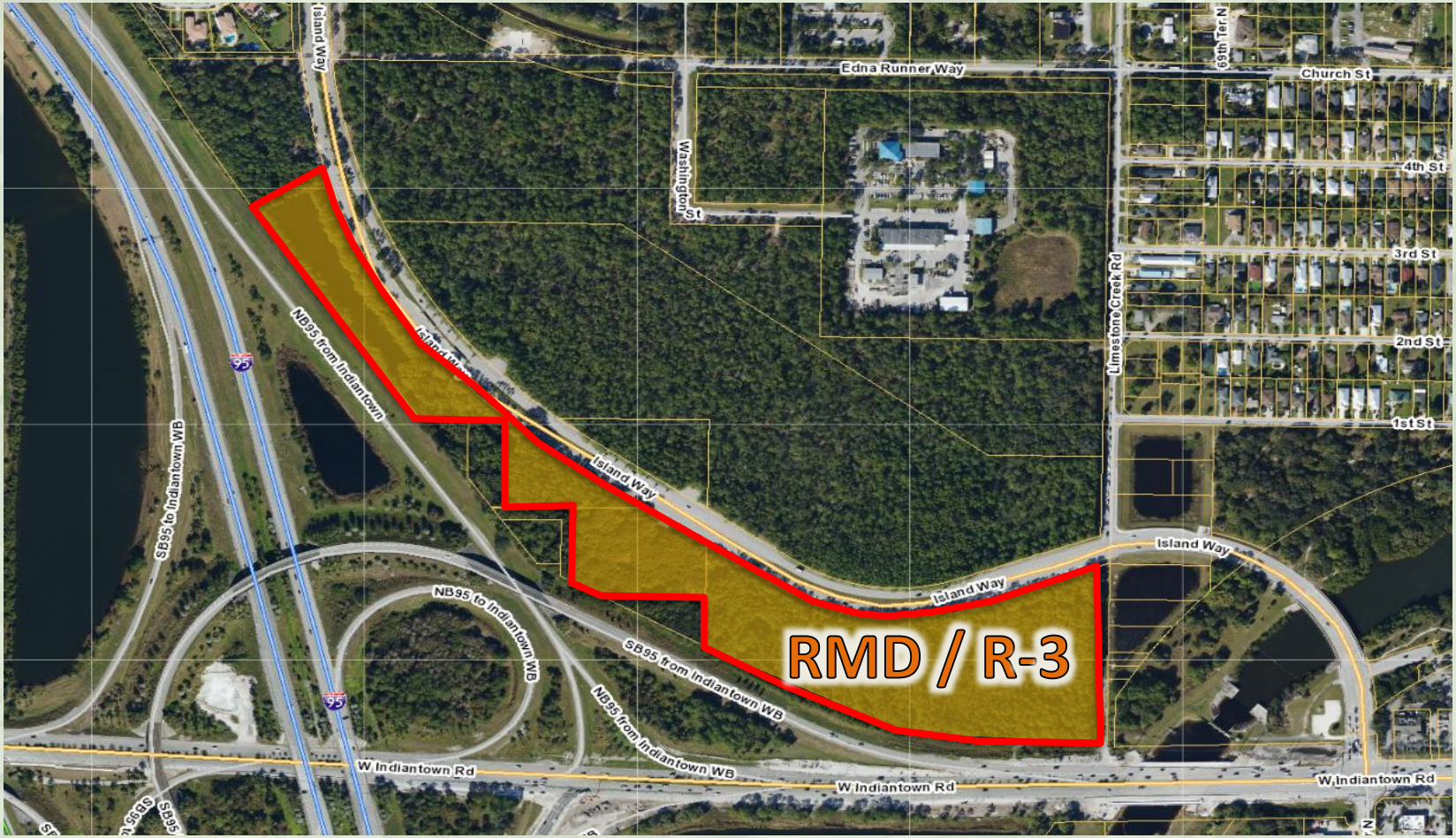
R1-A | Summary & Conclusion

- **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

Cotleur & Hearing

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

West Side (RMD)

930 Daily Trips

87 Peak Hour Trips

East Side (RLD)

680 Daily Trips

64 Peak Hour Trips

Traffic Data | Mixed

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
200 Hibiscus Street Lounge

DATE	March 17, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Resolution 37-26,** *Quasi-Judicial*, 200 Hibiscus Street Lounge — Special exception use and site plan amendment applications to request a lounge/bar use.

EXECUTIVE SUMMARY
Consideration of applications to allow a lounge/bar use in an existing 960 square foot retail unit on a 0.67± acre property located at 200 Hibiscus Street.

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

ANALYSIS
The subject applications are **consistent** with the goals, objectives, and policies of the Town's Comprehensive Plan, and they will be compliant with the Town's Land Development Regulations, subject to the conditions included in Resolution 37-26. Specific conditions have been included to address the minimum parking requirements for the subject property and the hours of operation for the proposed lounge to ensure the special exception criteria are met.

The applicant has no issues. However, staff has spoken to a resident concerned about potential nuisances created by the proposed lounge. The resident indicated a petition requesting denial of the application is circulating, but staff was not provided a copy prior to publishing the agenda.

PLANNING AND ZONING RECOMMENDATION:
At their February 10th meeting, the Planning and Zoning Commission voted to unanimously (7-0) recommend approval of the subject applications. The Commission also recommended the below condition, which has been included in Resolution 37-26:

9. Any future requests for outdoor seating associated with the lounge use shall require the submission of an application to amend the site plan and the Town Council's approval of the same.

STRATEGIC PRIORITY
● Manage Growth

ATTACHMENTS
1. Resolution 37-26
2. Staff Report and Attachments

3. Applicant Presentation

FUNDING SOURCE
Funding is not necessary for this request.

For more information or to request attachments, please contact Joseph Dray at josephd@jupiter.fl.us or 561-741-2473.

RESOLUTION NO. 37-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND AN AMENDMENT TO A SITE PLAN AMENDMENT TO AUTHORIZE A 960 SQUARE FOOT LOUNGE ON A 0.67± ACRE PROPERTY LOCATED AT 200 HIBISCUS STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Green House Apartments, LLC, is the Owner ("the Owner") of 0.67± acres of property ("the subject property"), the legal description of which is attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, Leone Company, LLC, (the "Applicant") has received authorization from the Owner to submit applications for a special exception use and to amend a site plan to authorize a 960 square foot lounge on the subject property ("the Application"); and,

WHEREAS, the Planning and Zoning Commission has reviewed the Application, conducted a public hearing to consider it, and has presented its recommendations to the Town Council; and,

WHEREAS, the Town Council has conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, at its hearing the Town Council considered the evidence presented to it by the Planning and Zoning Department staff, the Owner and Applicant, and other interested parties and members of the public, regarding the Application's consistency

with the Town's Comprehensive Plan and whether the Application meets the Land Development Regulations of the Town Code; and,

WHEREAS, the Town Council has determined that the conditions, which are incorporated into Section 3 below, are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Council.

Section 2. The Town Council hereby approves a special exception use and an amendment to a site plan for a 960 square foot lounge on the subject property.

Section 3. The Owner and Applicant, and their successors or assigns shall comply with and maintain the following conditions:

1) The Owner shall install and maintain all improvements in compliance with the following:
    a) Site Plan, prepared by Leone Company, LLC, referenced as "Sheet 1 of 1," dated 01/13/26, received by the Department of Planning and Zoning on 01/13/26.
    b) Statement of Use, prepared by Leone Company, LLC, dated 01/13/26, received by the Department of Planning and Zoning on 01/13/26.
2) The uses conducted on the subject property shall be consistent with the Statement of Use, dated 01/13/26, received by the Department of Planning and Zoning on 01/13/26.
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.

4) **Site Plan.** Prior to the issuance of any development permits for the subject unit, the Owner shall install the directional “Do not enter” blade sign indicated on the northeast corner of Building 1 as indicated on the site plan.

5) **Landscaping.** Prior to the issuance of any development permits for the subject unit, the Owner shall complete the installation of all improvements included in the landscape plan for the subject property approved through PZ 25-6593.

6) **Parking.** Prior to the issuance of a Certificate of Completion for the subject unit, the Owner shall:

   a) Restripe, rehabilitate, and otherwise modify the parking lot area to provide the required minimum number of parking spaces and ADA parking spaces, as shown on the site plan.

   b) Add a note on the site plan prohibiting the installation of signage or other mechanisms which would prevent the public use of the four on-street parking spaces.

7) **Hours of Operation.**

   a) The hours of operation of the lounge shall be from 5 PM to 1 AM, Monday through Thursday, and 5 PM to 2 AM, Friday through Sunday, as proposed in the Project Narrative.

   b) The business shall close its windows and doors after 10 PM to avoid noise impacts.

8) **Utilities.** Within 60 days of the effective date of this resolution, the Owner shall submit an executed water service agreement to the Town’s Utilities Department.

9) **Outdoor Seating.** Any future requests for outdoor seating associated with the lounge use shall require the submission of an application to amend the site plan and the Town Council's approval of the same.

10) The conditions of approval herein shall apply to the Owner, Applicant, and their successors and assigns.

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

#7629262 v1 26503-00001

Legal Description

Lots 27, 28, 29, and 30, Block 7, according to the plat of Jupiter Townsite, as recorded in Plat Book 14, Page 11, of the Palm Beach County, Florida, public records.

STAFF REPORT FOR
200 HIBISCUS STREET LOUNGE
TOWN MANAGER'S OFFICE

DATE: March 17, 2026

TO: Honorable Mayor and Members of Town Council

THRU: Frank Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning

SUBJECT: **Resolution 37-26**, *Quasi-Judicial*, 200 Hibiscus Street Lounge – Special exception use and site plan amendment applications to request a lounge/bar use in an existing 960 square foot retail unit on a 0.67± acre property located at 200 Hibiscus Street. ***(PZ 25-6651 & 6652)***

Resolution #37-26		P&Z Commission:	02/10/2026
PZ 25-6651, 25-6652		Town Council:	03/17/2026
J. Dray			

Project Information

Project Name:	200 Hibiscus Street Lounge
Applicant/Owner:	Green House Apartments, LLC
Agent:	Leone Company, LLC
Location:	200 Hibiscus Street, southwest corner of Hibiscus Street and North Orange Avenue
Acreage:	0.67±
PCN Number:	30-42-41-01-03-007-0270
Future Land Use Designation:	Commercial
Zoning District Designation:	Indiantown Road Overlay Zoning District (IOZ), Pine Gardens district with underlying General Commercial (C-2) zoning
Existing Use of Property:	Restaurant, retail, and office buildings
Proposed Use:	Lounge/Bar
Request:	To allow a lounge/bar use in an existing 960 square foot retail space in Unit 1 of Building 2 (see Attachment A – Site Plan and Attachment B – Project Narrative)

Staff Update

On March 2, staff spoke with a resident who lives in the residential neighborhood adjacent to the subject property. The resident expressed concerns about potential nuisances generated by the proposed lounge use, referencing a history of complaints and police responses to the former Italian American Club, which operated on the subject property as a social club with an accessory restaurant. The resident indicated a petition requesting denial of the proposed lounge is being circulated to the surrounding residential properties. Staff did not receive a copy of the petition prior to publishing the agenda, but encouraged the resident to attend the March 17 public hearing.

Applicant Issues

The applicant has no issues.

Planning and Zoning Commission Action

At their February 10 meeting, the Planning and Zoning Commission voted to unanimously (7-0) recommend **approval** of the special exception use and site plan amendment applications, subject to the included conditions and the following added condition:

9. Any future requests for outdoor seating associated with the lounge use shall require the submission of an application to amend the site plan and the Town Council's approval of the same.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning has reviewed the applicant's request and has determined the applications are in compliance with the Comprehensive Plan and will be in compliance with the Town Code, subject to the conditions included in Resolution 37-26.

Project Data

Pertinent site plan data and information in reference to the subject applications are listed below:

Table 1: Adjacent Properties

Direction	Existing Land Use	Future Land Use / Zoning District
North	Residential (Single-family)	High Density Residential / Limited Multifamily Residential (R-3)
South	Commercial (Medical)	Commercial / Indiantown Road Overlay Zoning District (IOZ), Pine Gardens district with underlying General Commercial (C-2)
East	Commercial (Retail)	Commercial / IOZ Pine Gardens district with underlying C-2
West	Commercial (Multi-tenant)	Commercial / IOZ Pine Gardens district with underlying C-2

Table 2: Site Plan

	IOZ Pine Gardens district with underlying C-2 zoning requirements [Section 27-566]	Existing Lot
Minimum lot area	15,000 SF	29,185 SF
Minimum lot width	75 feet	200 feet approx.
Minimum lot depth	150 feet	145 feet approx.[1]
Maximum building height	50 feet	12 feet
Maximum lot coverage	35 percent	27 percent

Table 3: Setbacks

	IOZ Pine Gardens district with underlying C-2 zoning requirements [Section 27-566]	Existing Building
Front Setback – North (Hibiscus St)	15 feet	53 feet
Side Corner Setback – East (N Orange Ave)	15 feet	40 feet

[1] The subject property is nonconforming with respect to the minimum lot depth; however, it is compliant with Section 27-3393, entitled "Certain nonconforming and substandard lots," as currently developed.

	IOZ Pine Gardens district with underlying C-2 zoning requirements [Section 27-566]	Existing Building
Side Interior Setback – West	0 feet[2]	0.3 feet
Rear Setback – South	30 feet	22 feet

Table 4: Parking

	Minimum off-street parking requirements [Section 27-2828]	Owner's Proposal
Lounge/Bar (greater of 1 per 85 SF of GFA, or 1 per 2 seats)	11	11
Restaurant (1 per 85 SF of GFA)	23	23
Retail (1 per 250 SF of GFA)	20	20
ADA accessible parking spaces (included in total)	3	3
On-street parking spaces (included in total)	n/a	4
Total	54	54

Background and History

The applicant has submitted concurrent applications to request a special exception use and a site plan amendment to allow a lounge/bar use in a 960 square foot retail space in Unit 1 of Building 2 on the subject property. In the Project Narrative, the applicant has stated their intent to repair and restripe the parking lot area in order to comply with the parking regulations required by the Town Code and the proposed site plan. The applicant is also completing installation of landscaping improvements on the subject property.

The subject property is located in the Pine Gardens district of the Indiantown Road Overlay Zoning District (IOZ). Pursuant to Section 27-1524, entitled "Use Regulations," a lounge/bar is a special exception use within the IOZ Pine Gardens district with underlying General Commercial (C-2) zoning. Therefore, the applicant is required to submit a special exception application for this use.

The two existing buildings on the subject property were developed in two phases. The first building was constructed in 1984, and the second building was constructed in 1990. The IOZ was adopted in 1990. In 2006, Town Council approved Resolution 127-05 for a special exception restaurant use in Units 208 and 210 on the subject property. In 2014, Town Council passed Resolution 44-14 to approve a special exception restaurant use in the same units because the previously approved restaurant use had discontinued, thus requiring re-approval.

Analysis

This section analyzes the land development regulations and notes the application's ability or inability to satisfy all applicable development provisions of the Town Code and Comprehensive Plan. The analysis is as follows:

Comprehensive Plan Consistency. The proposed development is in conformance with Commercial land use designation of the Future Land Use element of the Comprehensive Plan.

[2] Pursuant to Section 27-566, entitled "Area and dimension regulations," no side interior setback is required when vehicular access to the rear of the building is provided.

Site Plan. The site plan indicates a directional blade sign on the northeast corner of Building 1 which says "Do not enter." This sign is not currently present on the subject property. Staff has included a condition in Resolution 37-26 **to install the directional "Do not enter" blade sign, as indicated on the approved site plan, prior to the issuance of any development permits for the special exception use.**

Landscaping. In November 2025, the applicant received administrative site plan approval to modify the landscape plan for the subject property through PZ 25-6593. The approved landscape plan is in conformance with Chapter 23, entitled, "Landscaping." A majority of the improvements have been installed; however, some improvements remain outstanding. Staff has included a condition in Resolution 37-26 **to complete the installation of all improvements included in the landscape plan for the subject property approved through PZ 25-6593 prior to the issuance of any development permits.**

Parking. The site is ***not*** in conformance with Section 27-2828, entitled "Standards for required off-street parking and loading spaces," and Section 27-2829, entitled "Required ADA accessible parking." The parking lot configuration in the proposed site plan is the same parking lot configuration which was approved with the restaurant special exception use on the subject property in 2014. However, the parking lot striping has faded over time due to lack of maintenance, which results in the loss of two required parking spaces, including one required ADA parking space. Pursuant to Section 27-2828, the required minimum number of parking spaces for the subject property with the proposed lounge/bar use is 54, but only 52 parking spaces are provided. Pursuant to Section 27-2829, the required minimum number of ADA parking spaces is three, but only two ADA parking spaces are provided. Staff has included a condition in Resolution 37-26 **to restripe, rehabilitate, and otherwise modify the parking lot area to provide the required minimum number of parking spaces and ADA parking spaces, as shown on the proposed site plan, prior to the issuance of a Certificate of Completion.**

Although the four on-street parking spaces along Hibiscus Street count toward the required minimum number of parking spaces for the subject property, it should be noted that these on-street parking spaces are also intended for public use. Staff has included a condition in Resolution 37-26 **to include a note on the site plan prohibiting the installation of signage or other mechanisms which would prevent the public use of the four on-street parking spaces.**

Traffic. The proposed application is in conformance with the Town's traffic performance standards. The Town Traffic Engineer has confirmed transmittal to the County for traffic performance standards review is not required for this application. The proposed 960 square foot lounge is anticipated to generate approximately ***71*** average daily trips and ***11*** PM peak hour trips, based on trip generation rates synthesized from ITE 975 (Drinking Place) and ITE 971 (Brewery Tap Room) land uses. The projected trip generation represents a limited increase in traffic and is not expected to result in adverse impacts to the surrounding neighborhood.

Hours of Operation. In the Project Narrative, the applicant states the hours of operation for the proposed lounge/bar use will be 5 PM to 1 AM, Monday through Thursday, and 5 PM to 2 AM, Friday through Sunday. Pursuant to Section 27-177(a), the proposed special exception use shall be compatible with the character and use of the surrounding property in its hours of operation. The subject property is adjacent to residential properties directly to the north. In 2014, Town Council passed Resolution 44-14, which included a condition to limit the hours of operation to only the hours originally proposed by the applicant for the restaurant special exception use in the same plaza.

Pursuant to Section 27-177(b), conditions of approval may be added to limit the manner in which the proposed use is conducted, including restricting the time an activity may take place. The proposed lounge may technically operate 24/7; however, pursuant to Section 4-1, the sale, service, and consumption of alcoholic beverages is prohibited between the hours of 3 AM and 7 AM. To ensure the special exception criteria are met, staff has included a condition in Resolution 37-26 **to limit the hours of operation from 5 PM to 1 AM, Monday through Thursday, and 5 PM to 2 AM, Friday through Sunday, as proposed by the applicant in the Project Narrative.** Additionally, a condition is included in Resolution 37-26 **to require the business to close its windows and doors after 10 PM to avoid noise impacts.** The Town Council may recommend to modify the hours of operation to further ensure consistency of the proposed lounge with the special exception criteria and surrounding properties.

Outdoor Seating. No outdoor seating has been proposed with the subject request for a lounge/bar use. However, at their February 10 meeting, the Planning and Zoning Commission recommended adding a condition in Resolution 37-26 **to require any future requests for outdoor seating associated with the lounge use have an application submitted to amend the site plan and the Town Council's approval of the same.**

Signage. The applicant is in the process of acquiring permits to update the storefront signage for individual units on the subject property, and some of these permits have already been issued. The applicant has not provided a signage package for the proposed lounge/bar use with this request. Any future signage will need to comply with the Town Code and will require a building permit prior to installation.

Utilities. The proposed development is in conformance with the requirements of Chapter 20 of the Town Code. Staff has included a condition in Resolution 37-26 that, **within 60 days of site plan approval or prior to the issuance of any development permits, the Owner shall submit a formal water service agreement to the Town of Jupiter Utilities Department.**

Engineering. The proposed development will be in conformance with the requirements of Chapter 25 of the Town Code, subject to the included conditions. Any modifications to the parking lot area of the subject property will require an engineering permit prior to installation.

Site Plan Criteria. Section 27-175, entitled "Criteria for site plan review," contains minimum criteria for review of all site plan applications being processed. Upon review of the 12 criteria in Section 27-175, staff finds the applicant must satisfy criteria relative to parking. Staff has provided conditions to address this criterion.

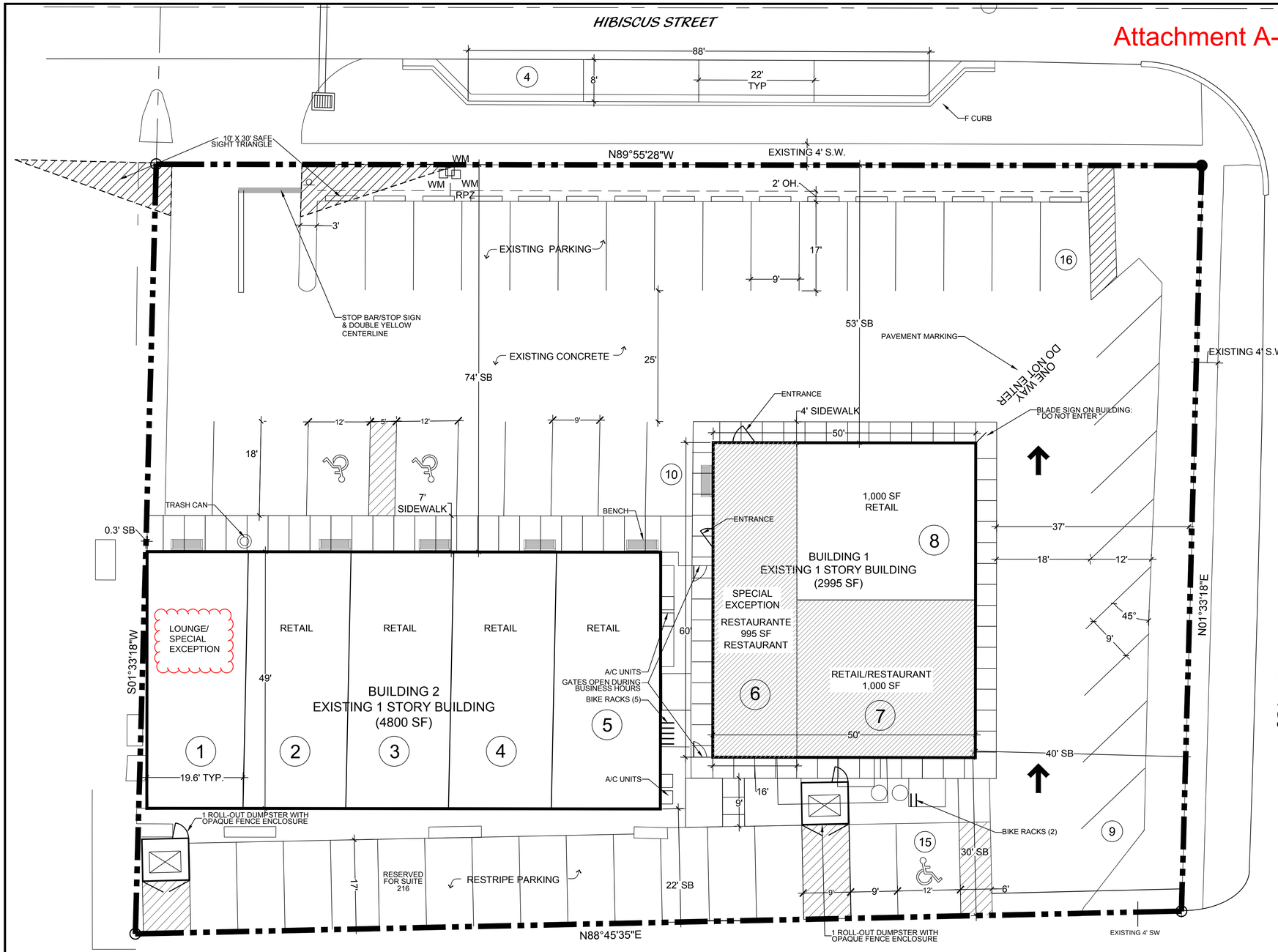
Special Exception Criteria. Section 27-177, entitled "Criteria for special exceptions," contains minimum criteria for review of all special exception applications being processed. Upon review of the two criteria in Section 27-177(a), staff finds the applicant must satisfy criteria relative to parking and hours of operation. Pursuant to Section 27-177(b), staff has provided conditions to address these criteria.

Attachments

Attachment A – Site Plan
Attachment B – Project Narrative

Please contact Joseph Dray at josephd@jupiter.fl.us or (561)741-2473 to obtain copies of any attachments.

Attachment A- Site Plan



LOCATION MAP

SITE DATA

NAME OF PROJECT	El Recodo Restaurante	
PROPERTY CONTROL NUMBER	30-42-41-01-03-007-0270	
TOWN OF JUPITER P&Z #	P2 # 14-144	
WELLFIELD ZONE	Zone 4	
FEMA FLOOD ZONE	Zone B	
TOWNSHIP/RANGE/SECTION	41/42/01	
EXISTING LAND USE DESIGNATION	Commercial	
EXISTING ZONING DISTRICT	C2 General Commercial	
OVERLAY	IOZ - Pine Gardens District	
BUILDING HEIGHT	12'	
NUMBER OF STORIES	1 Story	
TOTAL SITE AREA	0.662	AC
	28,836.72	SF
BUILDING DATA		
FAR	0.27	

BAY	SF	ZONING USE
BUILDING 1		
6	995	Restaurant
7	1,000	Restaurant
8	1,000	Retail
Subtotal	2,995	SF
BUILDING 2		
1	960	Lounge (22 Seats)
2	960	Retail
3	960	Office
4	960	Retail
5	960	Retail
Subtotal	4,800	SF
Total Building Square Footage	7,795	SF

BUILDING SETBACKS (Existing)	REQ	PROV
FRONT	15'	53'
SIDE CORNERS	15'	40'

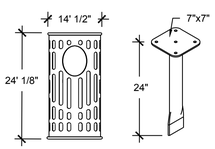
LOT COVERAGE			
IMPERVIOUS AREA	SF	AC	%
BUILDING LOT COVERAGE	7,847.00	0.18	27.21%
VEHICULAR USE AREA	15,070.00	0.35	52.26%
SIDEWALK, PATIO, WALLS, SIGNS & MECH.	3,110.00	0.07	10.78%
TOTAL IMPERVIOUS AREA	26,027.00	0.60	90.26%
PERVIOUS AREA	SF	AC	%
LANDSCAPE BUFFER	2,504.72	0.06	8.69%
INTERIOR LANDSCAPE	305.00	0.01	1.06%
TOTAL PERVIOUS AREA	2,809.72	0.06	9.74%
TOTAL SITE AREA	28,836.72	0.66	100.00%

PARKING DATA	REQ	PROV
RESTAURANT (1 / 85)	23.5	
RETAIL (1 / 250)	19.36	
LOUNGE (22 SEATS)(1 / 85 SF OF GFA OR 1 PER 2 SEATS)	11.00	
TOTAL	53.8	54
HANDICAP SPACES (INCLUDED IN TOTAL)		3

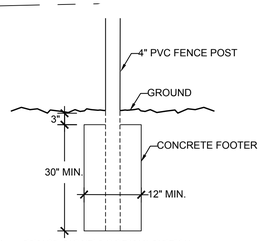
PEDESTRIAN AMENITIES	REQ	PROV
BENCH (1 / 12,500 SF)	1	6
TRASH CAN (1 / 25,000 SF)	1	1
BIKE RACK (1 / 12,500 SF)	1	2

ALLEY

BIKE RACK NTS
TYPE: PATTERSON WILLIAMS, #1602-05(M1)
COLOR: HUNTER-GREEN
FINISH: POWER COATED
SOURCE: CONTRACT CONNECTION, INC. (800) 432-2283



TRASH RECEPTACLE NTS
TYPE: WABASH VALLEY, AT100(R), w/ AU105
COLOR: GREEN
FINISH: POWER COATED
SOURCE: CONTRACT CONNECTION, INC. (800) 432-2283



FENCE POST FOOTING DETAIL
4" PVC FENCE POST

DUMPSTER ENCLOSURE
WHITE OPAQUE PVC FENCE W/ FRONT METAL SWING GATE WITH POLES

SIMILAR TO EASTERN FENCE STYLE VWG300

LEGAL DESCRIPTION:

LOTS 27, 28, 29 AND 30, BLOCK 7, ACCORDING TO THE PLAT OF JUPITER TOWNSITE, AS RECORDED IN PLAT BOOK 14, PAGE 11, OF THE PALM BEACH COUNTY, FLORIDA PUBLIC RECORDS.

GENERAL NOTES:

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S. THE LANDSCAPE SHALL AVOID CONFLICTS WITH UNDERGROUND DRAINAGE AND UTILITIES. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION ITIES PRIOR TO COMMENCING WORK. OF ALL UNDERGROUND UTIL ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LDA DEVELOPMENT REGULATIONS. THE TOWN OF JUPITER HALL GOVERN IN THE EVENT OF A CONFLICT. LANDSCAPE CODE (LDR'S) S ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSORS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL EXTEND TO THE ENT AT TIME OF PLANTING. TALLEST POINT OF SAID EQUIPM R, IN ACCORDANCE WITH THE TOWN OF JUPITER WATER ROOT BARRIE DEPARTMENT CRITERIA, SHALL BE PROVIDED FOR TREES AND PALMS ADJACENT TO UNDERGROUND UTILITIES. ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWER LINES WILL COMPLY WITH THE FP&L RIGHT TREE RIGHT PLACE GUIDELINES RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK,STREET & BUILDING ENTREES IN ACCORDANCE WITH ADA AND THE FLORIDA HA ACCESSIBILITY CODE. TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING, AND ADJACENT OFF SITE LANDSCAPE

THE FOLLOWING ITEMS/USES SHALL BE PROHIBITED OUTSIDE THE CONFINES OF THE PRINCIPAL STRUCTURE OR PLACEMENT ON THE EXTERIOR PORTIONS OF THE SUBJECT PROPERTY:
FOOD SERVICE/DRINK/VENDING OR OTHER SIMILAR FOOD DISPENSING UNITS/MACHINES AND OTHER MACHINES DISPENSING ALL TYPES OF MERCHANDISE, PRODUCTS, GOODS, HANDBILLS, ADVERTISING MAGAZINES, ETC. PUBLIC TELEPHONES SHALL BE EXEMPT FROM THESE PROVISIONS.

NO OUTDOOR LOUDSPEAKER SYSTEM, INCLUDING BUT NOT LIMITED TO, BELLS, AMPLIFIED TELEPHONE RINGERS PAGING SYSTEMS, ETC. SHALL BE PERMITTED OR BE AUDIBLE OUTSIDE THE CONFINES OF THE PRINCIPLE STRUCTURE.

SITE PLAN

0' 5' 10' 20' 30' 40'

Scale: 1" = 10'

North

Cotleur Hearing
Landscape Architecture
Planning
Environmental Consulting
Graphic Design

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561-747-6336 Fax-747-1377

SEDER COMMERCIAL BUILDING

El Recodo Restaurante - Special Exception Use

Jupiter, Florida

DESIGNED	DEH
DRAWN	DRS
APPROVED	DEH
JOB NUMBER	140405
DATE	4-12-04
REVISIONS	5-11-04
SPECIAL EXEPT	08-04-05
SPECIAL EXCEPTION	05-12-14
REVISION	06-27-14
FINAL PLANS	07-02-14
REVISION	12-01-25
REVISION	1-13-26

December 01, 2025 11:21:06 a.m.
Drawing: 140405-SP1.DWG

SHEET 1 OF 1

© COTLEUR HEARING INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

December 5, 2025
Revised: February 3, 2026

Town of Jupiter
Special Exception Use Application
200 Hibiscus Street

INTRODUCTION:
The Applicant respectfully requests approval of the submitted special exception application for a lounge (listening bar) at 200–220 Hibiscus Street (Suite 220 being the proposed lounge space). The Applicant has over 25 years of experience in the hospitality industry, including holding licenses in multiple states with no violations and ownership in several successful hospitality businesses. The subject site is generally located southwest of the intersection of Hibiscus Street and Orange Avenue. The property has a future land use of Commercial and a Zoning designation of Commercial, General (C2) within the Indiantown Road Overlay Zone- Pine Gardens Subdistrict (IOZ-PG).

COMPATIBILITY WITH SURROUNDING LAND USE AND ZONING:
The subject site carries a Commercial land use and zoning designation of Commercial, General (C2). The subject site is also located within the Indiantown Road Overlay Zone – Pine Gardens district. The future land use and zoning designations of the properties directly adjacent to the subject site are provided in Table 1 below.

Table 1: Existing Zoning and Future Land Use

Site	Existing Zoning	Existing Future Land Use
Subject Property	Commercial, General (C2)/ Indiantown Road Overlay Zone – Pine Gardens	Commercial
North	(Hibiscus St) Residential, Limited Multi-Family (R3)	High Density Residential
South	(Alley) Commercial, General (C2) / Indiantown Road Overlay Zone – Pine Gardens	Commercial
East	(Orange Ave) Commercial, General (C2) / Indiantown Road Overlay Zone – Pine Gardens	Commercial
West	Commercial, General (C2) / Indiantown Road Overlay Zone – Pine Gardens	Commercial

SITE DETAILS:
The existing site is approximately 0.66 acres and contains two structures (building 1 – 2,995 square feet and building 2 – 4,800 square feet) with a total of 11 suites between the two buildings. The uses contained on this site consist of restaurant, retail, and office. Table 2 on the following page adequately details the existing uses on site.

Table 2: Existing Uses

Suite	Square Footage	Approved Use
204-206 (8)	1,000	Vacant
208 (6,7)	1,995	Restaurant
212 (5)	960	Vacant
214 (4)	960	Retail
216 (3)	960	Office
220 (1,2)	1,920	Retail
TOTAL	**7,795**	

USE & OPERATIONS:

The proposed lounge will occupy a 960-square-foot suite within the existing building. It is designed as a seated, reservation-only listening room—an intimate, acoustically controlled environment serving curated cocktails, wine, and light scoop-and-serve snacks. The Applicant will obtain a 4COP Quota Liquor License to operate the proposed lounge.

- Type: Seated, reservation-only listening bar
- Food: Packaged / scoop-and-serve snacks only (no kitchen or hood)
- Music: Recorded vinyl and digital playback only, at background levels
- Seating: 22 seats maximum (no standing room, bar crowd, or dance floor)
- Hours: 5:00 PM–1:00AM (Monday–Thursday) | 5:00 PM–2:00 AM (Friday–Sunday)

This configuration results in predictable arrival patterns and a low traffic generation rate relative to restaurant and retail uses, minimizing external impacts. The neighboring uses within the subject site are open during daytime hours, which does not conflict with the operating hours of the requested use.

There are no proposed changes to the building footprint, intensity, or impervious area with the subject request.

ACCESS, PARKING, CIRCULATION, AND TRAFFIC:

The subject site is accessed via an existing access point from Orange Avenue and from Hibiscus Street. There is also an access point from the alley to the south of the subject site.

The subject site currently has 52 parking spaces (including two ADA and four parallel on-street parking spaces). Pursuant to Code Section 27-2388, Table 1, the proposed lounge use requires 1 space per 2 seats or 1 space per 85 square feet of gross floor area, whichever is greater. The Applicant is proposing 22 seats; therefore, the proposed use requires 11 parking spaces. The Applicant is proposing to restripe the vehicular parking lot to conform with the submitted site plan, which will provide the required number of parking spaces for the proposed use (54, including three ADA parking spaces and four on-street parallel spaces). The proposed use meets the Town's parking requirements. Table 3 on the following page identifies the required parking spaces based on the existing and proposed use (220).

Table 3: Parking for proposed use

Suite	Square Footage	Approved Use	Parking Rate	Required Number of Spaces
204-206 (8)	1,000	Retail	1/250 SF of GFA	4
208 (6,7)	1,995	Restaurant	1/85 SF of GFA	23
212 (5)	960	Retail	1/250 SF of GFA	4
214 (4)	960	Retail	1/250 SF of GFA	4
216 (3)	960	Office	1/250 SF of GFA	4
218 (2)	960	Retail	1/250 SF of GFA	4
220 (1)	960	*Proposed Lounge (22 seats)*	*1/85 SF of GFA or 1 per 2 seats*	11
TOTAL	**7,795**			**54**

Total Required: 54
Total Provided: 54

As previously mentioned, the neighboring businesses operate during daytime hours and close by 5:00pm, as a result additional parking will be available for the proposed special exception use.

OWNER IMPROVEMENTS:
The Applicant, who also owns the center, is currently in the process of improving the subject site. Recently, improvements to the landscaping commenced to ensure the site landscaping complies with the requirements of the IOZ-Pine Gardens standards. In addition, permits are under review for a new aluminum roof, gutters, fascia, and soffits. The Applicant received permits to upgrade the signage to provide new uniform LED signage. In addition, the Applicant is planning to repaint the two buildings with an updated modern color scheme. Recent and ongoing Applicant improvements demonstrate commitment to reinvestment and long-term site quality.

CONSISTENCY WITH THE ZONING CODE:
As stipulated in Code Section 27-1524, Table 1 the proposed use, lounge, is a special exception use, within the Indiantown Road Overlay Zone - Pine Gardens. Code Section 27-175 establishes criteria for site plan review and Code Section 27-177 establishes criteria for Special Exception uses, which are analyzed below.

Sec. 27-175 – Criteria for site plan review.

(1) The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.

Response: The proposed special exception use is consistent with the goals, objectives, and policies of the Town's comprehensive plan. The use is proposed within an existing commercial center that offers a variety of uses. There are no proposed site modifications with the subject request.

(2) The proposed development is consistent with any applicable, countywide land development regulations.

Response: The proposed special exception use is consistent with any applicable, countywide land development regulations. There are no proposed modifications to the subject site with the requested special exception use. The Applicant is enhancing the site by making upgrades to the landscaping, amending the signage for a cohesive design, and repainting the buildings to a more current palette.

(3) The proposed development is consistent with all applicable land development regulations and all other portions of this Code.

Response: The proposed special exception use is consistent with all applicable land development regulations and all other portions of the Town's Code. The request supports the goals of the IOZ-Pine Gardens subdistrict by encouraging reinvestment in existing buildings, supporting small-scale, walkable, neighborhood serving commercial activity, and introduces a creative, low-intensity use that enhances street activation after hours. The Applicant is enhancing the site by making upgrades to the landscaping, upgrading the signage to provide a new uniform LED signs, replacing the existing roof with a new aluminum roof, new gutters and facia, and repainting the buildings to a more current palette.

(4) The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

Response: The proposed special exception use is compatible and/or consistent with the established or proposed character of a neighborhood or area. The proposed special exception use will be located within an existing commercial center with a variety of that offers a variety of uses and will add to the mix of uses.

(5) The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.

Response: The proposed special exception use will occupy 960 square feet within an existing commercial center and will not create or excessively increase traffic congestion or otherwise affect public safety. The use will operate during the evening hours, while the other uses within the center operate during the daytime hours.

(6) There are adequate levels of service for public facilities, including, but not limited to, transportation, water supply, drainage and sanitation, available concurrent with the impacts of the development proposed by the application.

Response: The proposed special exception use is located within an existing commercial center that is serviced by existing utilities.

(7) The proposed development does not significantly reduce light and air to adjacent properties.

Response: There are no site plan modifications proposed with the special exception use that would significantly reduce light and air to adjacent properties.

(8) The proposed development does not adversely affect property values in adjacent areas.

Response: The Applicant is enhancing the site by making upgrades to the landscaping, upgrading the signage to provide a new uniform LED signs, replacing the existing roof with a new aluminum roof, new gutters and facia, and repainting the buildings to a more current palette. All of these improvements will enhance the adjacent areas.

(9) The proposed development would not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Response: There are no site plan modifications proposed with the special exception use that would be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

(10) The proposed development does not create noise or visual pollution.

Response: The proposed special exception use will occupy an existing retail bay within the commercial center. The use will not create noise of visual pollution. All activities will take place indoors.

(11) The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.

Response: There are no natural systems or public facilities, such as parks, adjacent to the subject site that would be impacted by the proposed special exception use.

(12) The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Response: The proposed special exception use will occupy 960 square feet within an existing commercial center. The Applicant has made upgrades to the subject site since owning that site that include installing benches in front of the commercial center. There is existing bicycle parking on the subject site.

Sec. 27-177. - Criteria for special exceptions.

(1) 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.

Response: The proposed special exception use (lounge) will occupy a retail bay within the existing commercial center. The proposed lounge use is complementary to the existing uses within the retail plaza. The proposed lounge operates as a quiet, reservation-based, low-occupancy establishment that complements existing on-site uses. It will not alter the building footprint, generate disruptive traffic, or affect adjacent residential areas.

(2) 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;

Response: The proposed special exception use will not have a detrimental impact on surrounding properties based on the number of people anticipated to be using, residing, or working on the property. The Applicant is proposing a maximum of 22 seats within the special exception use. Patrons will be required to make reservations. The subject site has 54 parking spaces, which meets the required number of parking spaces for the special exception use as well as the existing permitted uses.

b. The degree of noise, odor or other potential nuisance factors generated by the special exception use; and

Response: The proposed special exception use will not have a detrimental impact on surrounding properties based on the degree of noise, odor or other potential nuances. There will be no outdoor seating,

no outdoor amplified sound, and no activities that will produce odor.

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The proposed special exception use will not have a detrimental impact on surrounding properties based on the amount and flow of traffic within the vicinity of the proposed special exception use. The subject site has three existing access points. Two from Orange Avenue and one from Hibiscus Street. All access points and circulation patterns remain unchanged from the existing approved site plan. Reservation-based scheduling results in minimal incremental trip generation.

OVERLAY INTENT & PUBLIC BENEFIT:

This project supports the goals of the Indiantown Road Overlay Zone – Pine Gardens by:

- Encouraging reinvestment in existing buildings;
- Supporting small-scale, walkable, neighborhood-serving commercial activity; and
- Introducing a creative, low-intensity use that enhances street activation after hours.

SUMMARY:

In summary, the proposed listening lounge represents a modest, code-compliant enhancement to an established neighborhood center. All criteria of Code Section 27-177 have been met, and no adverse impacts have been identified. It maintains full compliance with parking and operational standards, adds a complementary use to the existing tenant mix, and advances the Town's revitalization and placemaking objectives within the Indiantown Overlay Zone-Pine Gardens. The Applicant respectfully requests approval of this request and to be scheduled for the next available Planning and Zoning Commission hearing.

200 Hibiscus St.

SPECIAL EXCEPTION USE

RESOLUTION 37-26
TOWN COUNCIL
MARCH 17, 2026

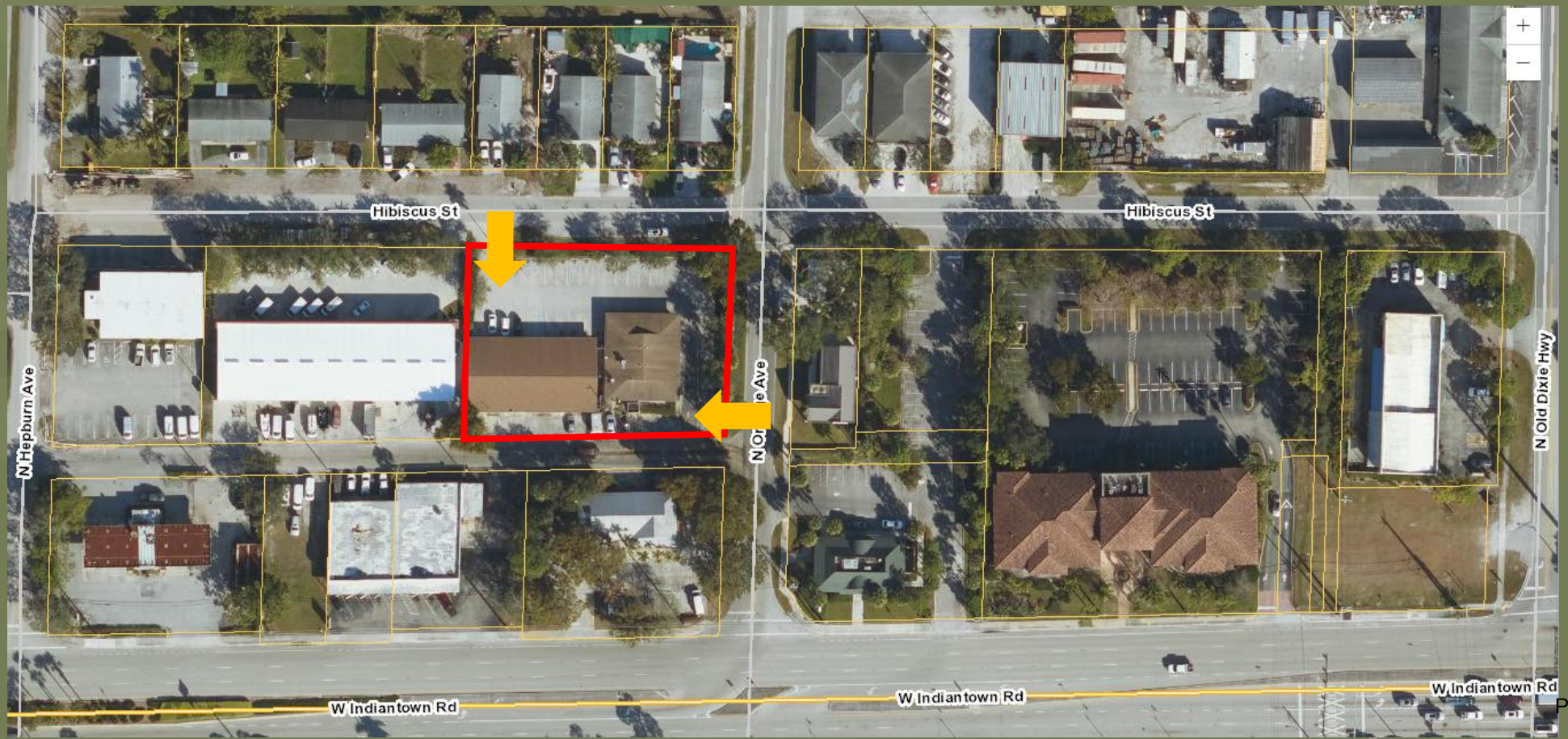
REQUEST

- Special exception use (lounge)
  - 960 SF within existing commercial center
  - Max. 22 seats

IOZ District: Underlying District:		*Pine Gardens District (Commercial, General (C-2))*
(30)	P	Printing and publishing services
(31)	SE	Public parking garage
(32)	SE	Public use
(33)	X	Recreational vehicle park
(34)	P	Residential, accessory (See section 27-1913)
(35)	SE	Restaurant, tavern or lounge
(36)	P	Retail, service or repair
(37)	SE	Schools, private (for profit)
(38)	X	Self-service storage facilities
(39)	SE	Shopping center w/aggregate floor area of more than 20,000 square feet

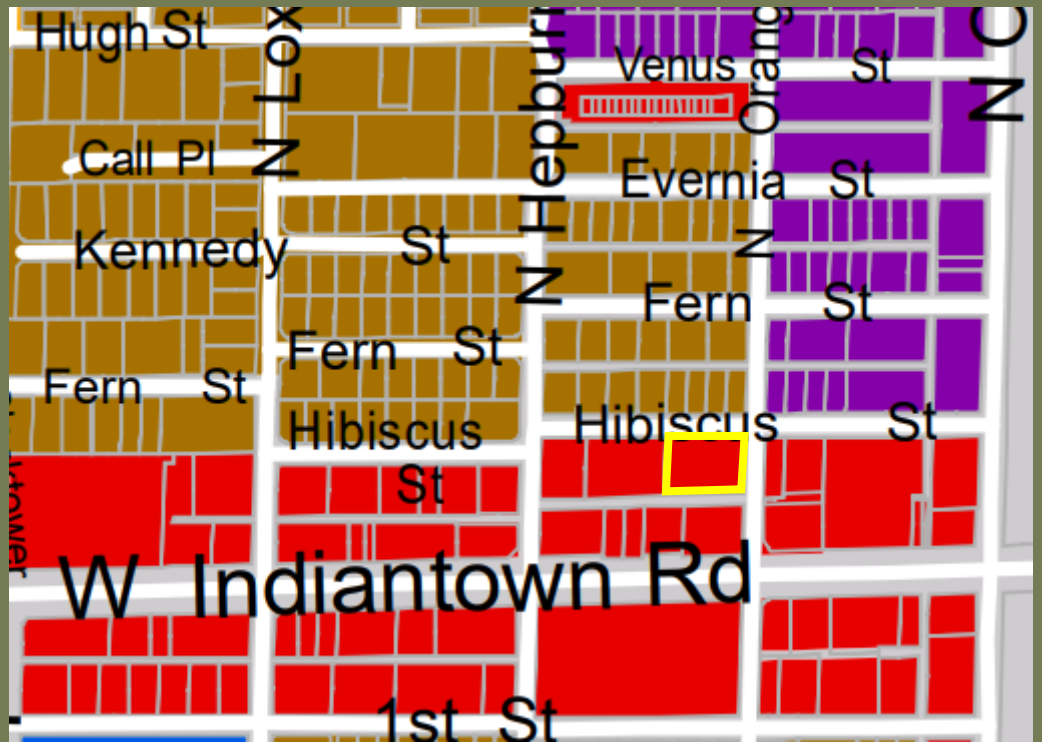
LOCATION & ACCESS

- SOUTHWEST CORNER OF HIBISCUS ST. & ORANGE AVE
- ACCESSED VIA N. ORANGE AVE. & HIBISCUS ST.

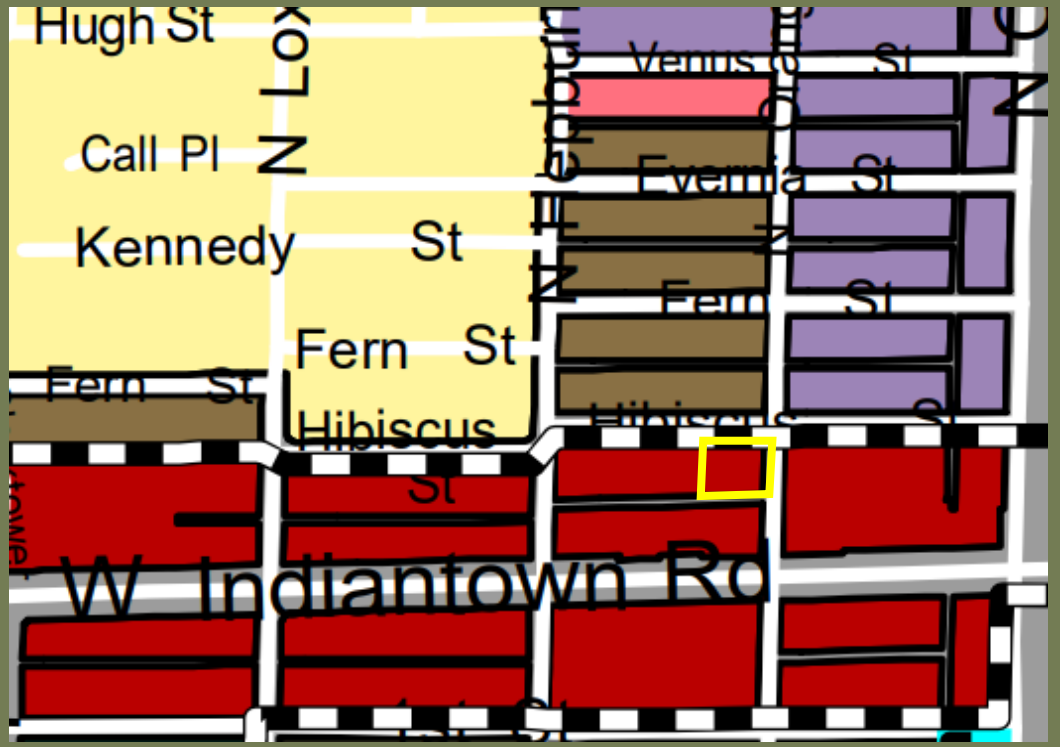


EXISTING ZONING & FUTURE LAND USE

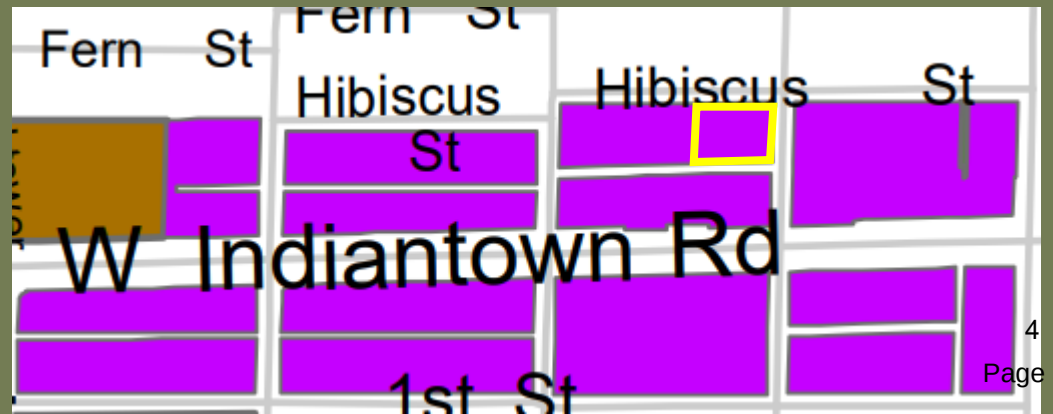
FUTURE LAND USE - COMMERCIAL



ZONING – COMMERCIAL, GENERAL (C2)



ZONING – IOZ PINE GARDENS DISTRICT



SITE DATA

Site Area: 0.66 acres

Existing Use: Retail

Proposed Use: Lounge (Special Exception)

Existing Parking: 54 spaces

Required Parking: 54 spaces

Building 1: 2,995 SF

Building 2: 4,800 SF

Approved Use	Square Footage	Parking Rate	Required Number of Spaces
Retail	1,000	1/250 SF of GFA	4
Restaurant	1,995	1/85 SF of GFA	23
Retail	960	1/250 SF of GFA	4
Retail	960	1/250 SF of GFA	4
Retail	960	1/250 SF of GFA	4
Retail	960	1/250 SF of GFA	4
Lounge (proposed)	960	1/85 SF of GFA or 1 / 2 seats	11
TOTAL	7,795		54

Suite	Square Footage	Approved Use
204-206	1,000	Vacant
208	1,995	Restaurant
212	960	Vacant
214	960	Retail
216	960	Office
220	1,920	Retail
TOTAL	7,795	

USE - LOUNGE

- Listening room (lounge)
    - Acoustically controlled environment
    - Seated, reservation-only
    - Curated cocktails/wine (4COP license)
    - Scoop-and-serve snacks
- 22 seats
- Reservation only

SPECIAL EXCPETION CRITERIA

Sec. 27-177

A special exception use shall not be approved unless the following criteria are met:

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 special exception use shall not have a detrimental impact on surrounding properties based on:

- The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use; ☑
- The degree of noise, odor or other potential nuisance factors generated by the special exception use; and ☑
- The effect on the amount and flow of traffic within the vicinity of the proposed special exception use. ☑

OWNER IMPROVEMENTS

- Landscaping
- Fresh paint
- Metal Roof/Facia/Soffits
- Uniform LED Signs

CONCLUSION

-SPECIAL EXCEPTION USE IS CONSISTENT WITH THE TOWN CODE.
- SPECIAL EXCEPTION USE WILL NOT NEGATIVELY IMPACT ADJACENT PARCELS.
- SPECIAL EXCEPTION USE ADD TO THE VIBRANCY OF THE INDIANTOWN ROAD OVERLAY ZONE.
- OWNER HAS COMPLETED SITE IMPROVEMENTS TO ENHANCE AN EXISTING PLAZA.

- RESPECTFULLY REQUEST THE TOWN COUNCIL'S APPROVAL

THANK YOU