AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 7, 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

CITIZEN COMMENTS

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

MINUTES

1. March 17, 2026, Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC BUSINESS

2. Approving the Town's Charitable Donations for 2026.

3. Approving Work Order 6 to Kirchman Construction Co. (Contract EPW2025-34A) for the Indian Creek Park Restroom project in the amount of $434,921.

4. Approving the Purchase of Four (4) EPOC Blood Analysis Systems and Accessories from Siemens at $64,243.

5. Approving a Billing Services Agreement with EMS Management & Consultants in the Annual Amount of $73,000.

6. **Resolution 48-26**, Approving the Palm Beach County 5-year Emergency Medical Services (EMS) Grant Agreement.

REGULAR AGENDA

PUBLIC HEARING

7. **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)

8. **Ordinance 27-26, First Reading,** Establishing Procedures for Authorization of a Fire Special Assessment on Properties within the Town of Jupiter.

PUBLIC BUSINESS

9. Selecting the Town of Jupiter Vice-Mayor 2026-2027.

10. Approving the 2026 Appointments to the Town's Boards, Committees, and Countywide Organizations.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
Tuesday, April 21, 2026, 7pm - Town Council Chambers
Tuesday, May 5, 2026, 7pm - Town Council Chambers

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

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings
= no materials attached *revisions may occur*
www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting
While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute.

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

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 17, 2026

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

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

2026 INSTALLATION

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

Town Attorney Baird introduced the Honorable Judge G. Joseph Curley, who swore in Councilor Guisinger and Vice-Mayor Delaney.

Councilor Guisinger expressed his excitement to continue to serve and expressed his appreciation for the trust placed in him by the residents of the Town.

Vice-Mayor Delaney thanked his family for their ongoing support, as well as his colleagues, staff, and the residents of the Town.

Mayor Kuretski expressed his gratitude to Judge Curley and his wife for taking the time to administer the oath of office.

PRESENTATION

2. JFRD Update.

Fire Chief Donatto reported that the Jupiter Fire Rescue Department (JFRD) was in the final months of its buildout. He stated that over the next three months, the Department expected to reach several key milestones, including the delivery of fire trucks and ambulances, substantial completion of two new fire stations, and the hiring of remaining operational personnel. He noted that conditional offers had already been issued to 12 captains, 12 lieutenants, and 12 driver engineers, and that the Department was in the process of selecting 54 firefighters, with plans to extend all conditional offers before the end of the month. He also expressed appreciation for the Human Resources Department for their hard work.

Fire Chief Donatto continued his presentation by providing an update on the EMS program. He said that the Zenix Monitor Defibrillators had been delivered and explained that these devices were one of a paramedic's most critical tools, providing real-time feedback during cardiac and respiratory emergencies. He also stated that

JFRD fire paramedics would be bringing advanced diagnostic capabilities to the field using the EPOC system, which analyzes 13 critical medical markers in under 60 seconds and can assist in the early detection of septic shock, internal trauma, and respiratory distress. He noted that the item would be brought before the Council for consideration and, if approved, JFRD would be one of six fire departments in the State of Florida to offer this level of care, and it would be available on the first day of service. Fire Chief Donatto next provided an overview of the Hamilton T1 Transport Ventilator, which was on the agenda for Council consideration.

Fire Chief Donatto further stated that JFRD and the Jupiter Police Department (JPD) were collaborating to develop a SWAT Medic Program that would integrate paramedics into JPD SWAT operations. Fire Chief Donatto also provided an update on the construction of the fire apparatus, noting construction remains on schedule. He concluded his presentation by confirming that the Department remains on schedule and on budget.

Councilor Guisinger inquired about the defibrillators and their ability to sense if a patient has an AICD or pacemaker, and Fire Chief Donatto confirmed it would sense a signal from the devices and interpret that signal and determine course of action.

Councilor Guisinger next asked whether use of the EPOC system required blood drawing and patient consent. Fire Chief Donatto confirmed yes. It was also noted that if a patient was unconscious, a paramedic could still proceed.

Councilor Guisinger also asked about the status of the temporary fire station, and Fire Chief Donatto stated that the move was expected to begin within the next week.

Councilor Choy asked how many paramedics would be integrated into the SWAT Program. Fire Chief Donatto responded that an exact number had not been determined and JFRD would only be there to support and care for the SWAT team. He explained that the process would be rigorous, and that four individuals with relevant experience had already been hired, but the number needed would be determined by the Police Department.

Vice-Mayor Delaney asked how commonly Zenix Monitor Defibrillators were used. Fire Chief Donatto responded that this device had been recently approved by the FDA and that the Town was the first to purchase it in the County, however, similar equipment is used often.

Mayor Kuretski expressed his excitement for JFRD and stated that it was inspiring to see the progress being made. He also praised the Department’s outstanding team and shared a success story about how their efforts helped save his niece’s golden retriever.

3. 2025 Citizen Survey Presentation

Ms. Sonya Wytinck, Executive Vice President of Data & Insights with Polco, provided a summary of the National Community Survey results for 2025. She provided an explanation of the survey, the ten facets of community livability, and how the results

were collected. For the Town 3,000 addresses were randomly chosen, with 368 responses received back, and 79 responses received from the open participation portion.

Ms. Wytinck next provided a high-level overview of the survey results; facets of community livability for quality and importance, plus the balancing of both; comparisons to national and custom benchmarks; and comparisons to previous 2023 survey. She noted that 2021 results were impacted by COVID, and 2023 results compared to 2025 were more reflective of recent policy decisions. She continued her presentation with key findings by category; and, the summary of conclusions. For the Town of Jupiter, quality of life is high, residents feel safe, affordability has challenges, the natural environment and parks systems are the highlight of the community, residents are proud of the community's design, and car travel is working, but there are downward trends for alternative transportation.

Councilor Choy inquired about the target number for responses. Ms. Wytinck explained that the target for both large and small communities is about 350 responses, which provides a 5% margin of error.

Councilor Sundstrom noted that, based on previous survey results, response rates appear to be declining and may be approaching a critical threshold, possibly due to technology-related factors. Ms. Wytinck responded that the survey is available online. Councilor Sundstrom inquired whether any safeguards were in place to ensure that the individual completing the survey was, in fact, the intended resident. Ms. Wytinck stated that there was no evidence indicating the survey links had been shared, and that any duplicate responses typically do not affect the overall results.

Councilor Sundstrom asked whether the Town should be concerned about the decline in survey responses. Ms. Wytinck responded that there has been a long-term decline in public engagement, not limited to surveys. She noted that in other communities, they have increased the number of mailings, but that research indicates that although response rates may be lower, the results can still provide representative input from the community. She explained that the company has been testing text message reminders to participants.

Councilor Guisinger expressed his appreciation for the data collection and presentation. He asked what the six lower-rated items were compared to the 2023 survey, noting that only three were included in the packet. Ms. Wytinck responded that she would follow up with the Council to provide the information and added that the lower ratings were related to transportation.

Mayor Kuretski thanked Ms. Wytinck and emphasized that her contributions are a significant benefit to the Town and its residents. He noted that the Town receives national and peer-group benchmarks and explained that the feedback has had a meaningful impact on policy decisions and funding priorities within the Town.

Mayor Kuretski asked Ms. Wytinck to return to slide twenty, Transportation Improvements, and explained by identifying the "not important" items, it helped provide direction. He added that Palm Beach County is currently developing a

Transportation Master Plan, and that municipalities are working to determine where they will be making investments. He further noted that residents have expressed strong emphasis on improving local roads, rather than focusing primarily on mass transit.

Mayor Kuretski explained that with Florida the Town ranked second in six important attributes compared to other communities and ranked third in three attributes. He requested clarification on which communities ranked first, second, and third, as he believed there was rationale behind those rankings. Ms. Wytinck responded that proprietary lists are not typically shared publicly; however, they do facilitate connections and best practices.

CITIZEN COMMENTS

Ms. Rhonda Abbas-Cook, resident of Missouri, on behalf of Gentiva Hospice asked for Council's support for a Certificate of Need application to expand hospice services in Jupiter and throughout Palm Beach County (PBC).

Ms. Linda Emerson, resident of County Line Road, discussed the purpose of the nonprofit Wildbluesea, and spoke about their efforts to protect and restore local waterways.

Ms. Joyce Cassens, resident of North Highway A1A, did not wish to speak, but submitted a comment card regarding the traffic lights between Donald Ross Road and Indiantown Road traveling on US Highway 1.

MINUTES

4. March 3, 2026, Town Council Meeting Minutes.

Councilor Choy moved to approve the March 3, 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.

- Mayor Kuretski pulled Item 5.

Mayor Kuretski stated that the procurement packages were excellent and the procurement process improvements that have taken place are noteworthy and appreciated.

Councilor Sundstrom moved to approve the Consent Agenda, as amended; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

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

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.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

PUBLIC HEARING

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

Mayor Kuretski stated for the record he had concerns, which were recorded previously in the Town Council meeting minutes.

Title for Ordinance 16-26 was read by Mr. Baird.

Councilor Choy moved to approve Ordinance 16-26, Second Reading; seconded by Councilor Guisinger; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	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 April 7, 2026, meeting.

14. 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).

Ex Parte Communications:

• Councilor Guisinger met with Staff and the Applicant to discuss the lounge and location.
• Councilor Sundstrom met with the Applicant for a general overview.
• Vice-Mayor Delaney spoke with Mr. Fidanza and Mr. Leone.
• Councilor Choy met with the Applicant for a general overview.
• Mayor Kuretski visited the site and spoke to Staff.

The Town Clerk swore in five people.

Mr. Brett Leone, Applicant, provided a presentation on the Special Exception Use Application. He provided an overview of the request, noting that the location is within the Indiantown Road Overlay Zone (IOZ). He continued to describe the access points, and existing zoning and future land use designation, noting that if the site were not in the IOZ, the requested use would be allowed by right. He continued with

providing site data and historical uses, available parking spaces (54), and surrounding uses. Mr. Leone next provided a description of a listening room (lounge), and he stated there would only be 22 seats and a reservation-only system would be used. Mr. Leone next provided an overview of the Town Code special exception criteria and explained how the project met each of the criteria. He also explained the improvements the owner had made to the building, since purchasing the property in 2021, and concluded with an overview of the request.

Mr. Joseph Dray, Planner, spoke on behalf of the Planning and Zoning Department. He explained that Staff had review the application and based on the facts contained in the Staff Report, found that the request is consistent with the Comprehensive Plan and would comply with the Town Code, subject to the conditions noted in the Resolution. He explained that Staff had evaluated the request using the criteria in the Town Code and found that the applicant needed to satisfy criteria relative to parking on the property, as well as to the hours of operation for the lounge. Mr. Dray explained that a parking condition included the requirement to restripe and repair the parking lot area to provide the minimum number of parking spaces. He also explained that the lounge was required to be compatible with the surrounding properties with respect to its hours of operation. Mr. Dray stated that the property is adjacent to a residential neighborhood to the north, and Staff had spoken to a resident who expressed concerns and the resident was encouraged to attend the meeting. He further explained that to ensure the Code criteria were met, Staff included a condition to limit the hours of operation for the lounge, in addition to requiring that all doors and windows after 10 p.m. be closed to mitigate any potential noise impacts. Mr. Dray noted this was consistent with other approvals on the subject property as well as other approvals in Town which are located near residential properties. Mr. Dray provided an overview of the Planning and Zoning Commission recommendations and concerns, which included a condition that would require the Council to approve any future outdoor seating requests.

Councilor Choy inquired about the hours of operation and asked for clarification on what the Staff was requesting. Mr. Dray confirmed that Staff recommended what the Applicant had proposed, which was 5 p.m. to 1:00 a.m. Monday through Thursday. Councilor Choy next asked if the restaurant next door had any impact on parking. Mr. Leone provided an overview of the parking requirements for each and explained that there could be an additional twenty spaces available. Councilor Choy asked for clarification on the windows and doors being closed, and Mr. Leone explained there was no objection to that condition. There was continued discussion about the concerned resident and a possible petition from other residents. Councilor Choy next inquired if there was any intent to request a full bar license in the future, and Mr. Leone confirmed there was not.

Vice-Mayor Delaney inquired about the volume levels that were expected, and Mr. Leone explained that it would be ambient sound. He next asked about acquiring the 4COP liquor license, and Mr. Leone stated that they were confident there would not

be an issue. Vice-Mayor Delaney expressed his appreciation for the investment in property upgrades that had been completed.

Mayor Kuretski expressed his support for what was presented. He also expressed concerns about the applicability of two of the conditions as written, which were the requirement for windows to be closed when there are no windows, and the language for outdoor seating when space for outdoor seating does not exist. Mayor Kuretski stated he would like those changes offered. Mr. Dray proposed striking the proposed language about outdoor seating and adding language that prohibited outdoor seating unless amended by Council. The Applicant confirmed they were agreeable to the modified conditions.

Councilor Sundstrom inquired about the differences between a lounge, tavern and bar, and John Sickler, Planning Director, confirmed there were no differences. Councilor Sundstrom stated she agreed with the modified condition for outdoor seating and explained that the language for the doors and windows being shut is sometimes used to provide comfort to residents. Mayor Kuretski explained that the suggested change was to always have the doors shut and not just for after hours.

Mayor Kuretski opened the Agenda Item up for public comment:

Mr. Ronald Brodsky, resident of Hibiscus Street, stated that he had no objections to the project based on what he had heard during the meeting.

Councilor Choy expressed concern about the late hours but stated she supported the project.

Councilor Sundstrom expressed her excitement for the project, and her appreciation for the work that has been done on the building and landscaping. She noted that she looked forward to the new use revitalizing the center.

Mayor Kuretski confirmed there was a consensus to modify the conditions. He requested that the motion include the revisions to require that the doors always be shut, and that outdoor seating be prohibited unless amended by Council. Mayor Kuretski expressed appreciation for the resident who attended and who had expressed his support upon hearing the conditions.

Councilor Guisinger moved to approve Resolution 37-26, as amended; seconded by Councilor Sundstrom; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

REPORTS

TOWN ATTORNEY – NONE

TOWN MANAGER –

- Jones Creek Mangrove Trimming - Mr. Kitzerow reported that, in response to an issue that was raised at a previous meeting, Staff from the Utilities Department and Natural Resources toured and reviewed the mangrove trimming project with the Town's contractor. Certified Arborists from the Town and the Contractor agreed that the mangroves had been trimmed and pruned to the greatest extent feasible, and any additional trimming would damage the mangrove root system. Mr. Kitzerow stated that the Natural Resources Staff will conduct outreach to the neighborhood to raise awareness of the mangroves and trimming best practices. He also noted that the Town would obtain a certified survey documenting the trimmed limits.

- Bank Fraud Scam - Mr. Kitzerow raised awareness regarding a fraud scam that the Jupiter Police Department is actively addressing. He stated that scammers are posing as banks and contacting residents about fraudulent activity and convincing them to withdraw money to protect their funds and to give the money to an unsuspecting ride-share courier. Mr. Kitzerow emphasized that law enforcement and banks will never ask you to withdraw cash or to hand it to someone, and that if residents receive a suspicious call or message, they should immediately contact the Jupiter Police Department.

- Employee Service Anniversaries - Mr. Kitzerow recognized the following employees for their years of service:
  - Larry Tress, Utilities Department – 25 years.
  - Officer Craig Yochum, Police Department – 10 years
  - Magdalena Rogers, Police Department – 10 years
  - Kimberly Slater, Building Department – 10 years
  - Mike LeBon, Parks and Recreation Department – 5 years

- Temporary Fire Station - Mr. Kitzerow reported that the temporary fire station would be relocated next week from its current location on Daniel's Way to Abacoa Community Park adjacent to Independence Middle School. He explained that the temporary station will serve as one of the three Jupiter Rescue Fire stations and will allow for seamless fire rescue across the community. He noted that it would remain in service and in place until renovations have been completed at the station on Military Trail. Mr. Kitzerow confirmed that the Police Chief and Fire Chief were working with the School Staff, and that new traffic patterns and parking restrictions would be put in place.

- Jupiter Police Department Annual Awards - Mr. Kitzerow expressed his gratitude to Chief Hennessy and his team for a job well done and congratulated all the recipients.

- Planning and Zoning Department - Mr. Kitzerow stated that the Department has undergone restructuring and congratulated Garret Watson on being promoted to Assistant Director. Mr. Watson will work closely with Stephanie Thoburn, who is also an Assistant Director. He expressed appreciation to all in Planning and Zoning.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS –
MAYOR KURETSKI:

- Hospice Attendees – In regard to meeting attendees still present, Mayor Kuretski commented that the Comment Card clearly states that Council does not address topics brought up during citizen comments, and the Clerk confirmed. He noted his experience with hospice and requested Staff to come back to advise Council on the topic and request. Mr. Kitzerow confirmed he had it on his list for the Staff meeting in the morning.

COUNCILOR CHOY:

- Jupiter Police Department - Councilor Choy expressed her joy with the Awards Ceremony and the recent promotions, and noted the Department stands to be recognized throughout the state.

- JFRD - Councilor Choy expressed pride in all that is occurring.
- Citizen Survey - Councilor Choy noted that there was a lot of good data and there would be a need for follow-up.

VICE-MAYOR DELANEY:

- Jupiter Police Department - Vice-Mayor Delaney stated that the Awards Ceremony was outstanding, and he noted that the Department is in great shape for the future. He congratulated Chief Hennessy.

- JFRD - Vice-Mayor Delaney expressed appreciation for how quickly and how well things are coming together. He thanked Chief Donatto for his presentation.

- Next Term - Vice-Mayor Delaney noted he looked forward to his next term. He thanked Staff for all that they do, and thanked his colleagues on the dais for their support and work that they put in.

MAYOR KURETSKI (Continued):

- Proportionate Fair Share Legislation - Mayor Kuretski requested that the Town Attorney provide Council with a summary explanation of the legislation. He noted

that the legislation is over 20 years old but has significant impact, and he believes it to be one of the many unfunded mandates.

- Turtle River Montessori School - Mayor Kuretski requested Staff share with the Council the provisions in the Development Order for the School and the limitations on school hours as not to conflict with Jerry Thomas Elementary.
- Parks Master Plan - Mayor Kuretski requested a correction be made in the future regarding the number of pickleball courts and that a footnote be added in the benchmarking information to note that Gardens includes the North County Regional Park.
- Boutique-Style Adult Care Facility - Mayor Kuretski relayed that he had received correspondence at his home stating that a four-bedroom home in a single-family residential unit was going to be used as a four-bedroom boutique-style adult care facility. He requested that Staff report back to Council and let them know if it was allowable by Code.

COUNCILOR SUNDSTROM:

- Legislative Update - Councilor Sundstrom reported that the legislature had adjourned their session on Friday, and that they had concluded their work on all non-budget related bills. She noted that they must approve a State budget by July 1, and that they would be coming back for a special session called by the Governor from April 20-24, which could be expanded to include other topics, such as property taxes. Councilor Sundstrom stated that the Council would receive an end of session report from the Town Lobbyist, and if Council wanted to see any changes or new information included, they should let the Town Manager know.
- Planning and Zoning Department - Councilor Sundstrom congratulated Garret Watson on his promotion, and express gratitude to Mr. Sickler. She noted that the upcoming year would be a substantial Planning and Zoning year and wanted to thank the Department in advance, especially for the institutional knowledge and detailed records they keep.
- Public Safety Chiefs - Councilor Sundstrom expressed gratitude to Police Chief Hennessy and Fire Chief Donatto and stated she was pleased to see how well the two work together and the culture of the leadership that they provide. Councilor Sundstrom also expressed gratitude to Police Chief Hennessy for being so accessible and for always going the extra mile.

COUNCILOR GUISINGER:

- Jupiter Police Department - Councilor Guisinger noted that he had the pleasure of attending the Annual Awards Ceremony and the Swearing-in Ceremony and was

amazed by the quality of Officers the Town has employed and all that they do on daily basis to protect the citizens. He thanked Chief Hennessy.

- Swearing-In Ceremony - Councilor Guisinger expressed gratitude for the reception and provided special thanks to Judge Curley for taking the time out of his day to swear-in both he and Vice-Mayor Delaney.

ADJOURNMENT – 8:54 P.M.

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Merriane Lahmeur, Town Clerk

TOWN OF JUPITER
Approval of Town's Charitable Donations for 2026

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Donald Hennessy, Chief of Police
SUBJECT	Approving the Town's Charitable Donations for 2026

EXECUTIVE SUMMARY
Staff seeks Town Council's approval of funding for local non-profit and charitable organizations. Since 2003, the Council has contributed in support of tax-exempt non-profit organizations serving the Jupiter area who seek to improve the quality of life and/or offer valuable programs and services to Town residents that are not offered by the Town. The FY 2026 General Fund operating budget includes $50,000 for this program.

This year, 16 organizations requested funding totaling $80,000. This amount is $30,000 over the budgeted amount of $50,000 for the program.

The chart below summarizes the applicants, program descriptions, application categories, requested funding amounts, and last year's funding (if applicable):

Organization	Program Description	Application Category	2026 Requested Amount	2025 Funding through this program
Annie's Choice	Teen suicide prevention including partnerships with local therapists and psychiatrists who agree to lower the fees for teens and their families.	Education/youth program	$5,000	N/A
Believe With Me	Support for fallen heroes including local Gold Star Families	Food/shelter/job assistance	$5,000	N/A
Children's Health And Mentor Program Inc. (DBA CHAMP)	Free recreational activities and employment referral services for special needs individuals of all ages.	Disability services Food/shelter/job assistance	$2,000	$1,000

FL Outreach Center for the Blind	Holistic approach to training and support that empowers "newly blind" people to remain active through its “Preserving Independence for Visually Impaired People.”	Disability services	$1,500	N/A
Grace Notes Music Foundation	Free, group-based music education services in collaboration with local schools and nonprofit agencies and Individual Music Education Scholarships (income-based scholarships for private music instruction).	Cultural/history program Education/youth program	$6,500	N/A
HealthyMe (MyClinic, Inc. DBA HealthyMe)	Support of Transportation Assistance component of the overall Care Coordination/Navigation Program that provides referrals, linkages and information to help individuals and families who have limited resources access the care and services they need to improve health and quality of life.	Health services	$5,000	$2,000
iCare Program Incorporated	Sea Turtle Adventures iCare Program addresses the unique needs and challenges faced by individuals with moderate to severe autism and related intellectual and developmental disabilities (A/IDD). The services include a day program, monthly social events and a travel club.	Disability services	$2,500	$1,000
Jupiter Community High School PTO	Project Graduation is a long-standing, community-supported initiative designed to provide our town's graduating seniors with a safe, substance-free way to	Education/youth program	$2,500	N/A

	celebrate this important milestone.			
Little Smiles	Project S.M.I.L.E. (Special Moments Impacting Lives Every Day) in Jupiter—a community-based program that delivers rapid, practical support to children and families in crisis and provides ongoing comfort and stabilization services to Jupiter residents through trusted local partners.	Education/youth program Food/shelter/job assistance	$5,000	N/A
Restoration Bridge International	Provides rescued and redistributed food to Town of Jupiter residents that are suffering from hunger and food insecurity twice a month.	Food/shelter/job assistance	$10,000	$3,500
St. Vincent de Paul of St. Peter	Financial aid including critical bill assistance for people in temporary crisis.	Food/shelter/job assistance	$2,500	$2,000
The Busch Wildlife Sanctuary	Free medical and rehabilitative care to injured, sick or orphaned wild animals on-call services. Environmental education programming and community outreach programs.	Environment/ conservation program	$7,500	$5,000
The Friends of Jupiter Beach, Inc.	Cleaning and maintaining the 2.5-mile stretch of Jupiter dog beach to include A1A roadway on both sides and Ocean Cay Park.	Environment/ conservation program	$5,000	$5,000
Thelma B. Pittman Jupiter Preschool	A high-quality, full-inclusion educational experience for children ages one through five — nurturing their physical, cognitive, language, social, and emotional development during the most critical years of life.	Education/youth program	$10,000	N/A

Trustbridge Hospice Foundation	End-of-life medical care (hospice) services for Town residents.	Health services	$5,000	$1,000
Wildbluesea	Expansion of the Mangrove Project (educational events and outreach with business partners) and initiate Vertical Oyster Gardens this summer.	Environment/ conservation program	$5,000	$5,000
		Total	**$80,000**	

ANALYSIS

Staff analyzed the applications received and determined that all 16 area organizations are eligible to receive funding based on minimum eligibility requirements of submitting an application by the deadline and: (1) having an IRS tax status of Not-For-Profit, (2) serving the Town of Jupiter service area, and (3) delivering a service not currently provided by the Town of Jupiter. The available $50,000 of funding was divided between organizations based on the number of residents served annually to determine possible funding levels.

Based on this formula and if the Council so wishes, organizations that serve all of the Town residents annually (60,000+) could receive a $7,500 donation unless they requested less (The Friends of Jupiter Beach and Wildbluesea); organizations that serve over 5,000 residents could receive a $5,000 donation; organizations that serve over 1,000 residents could receive a $4,000 donation; organizations that serve over 500 residents could receive a $3,000 donation unless they requested less (Jupiter HS PTO); organizations that serve 100 or more residents could receive a $2,500 donation unless they requested less (CHAMP); and organizations that serve fewer than 100 residents could receive a $1,500 donation:

Organization	**Number of Jupiter residents served (per application)**	**Possible Funding level**
	60,000 or more	
The Busch Wildlife Sanctuary	62,987	$7,500
The Friends of Jupiter Beach, Inc.	63,889	$5,000
Wildbluesea	62,000	$5,000
	5,000 or more	
Restoration Bridge International	8,700	$5,000
	1,000 or more	
Trustbridge Hospice Foundation	1,298	$4,000
	500 or more	

Annie's Choice	500	$3,000
HealthyMe (MyClinic, Inc. DBA HealthyMe)	515	$3,000
Jupiter High School PTO	766	$2,500
	100 or more	
Children's Health And Mentor Program Inc. (DBA CHAMP)	100	$2,000
Little Smiles	250	$2,500
St. Vincent de Paul of St. Peter	187	$2,500
	Under 100	
Believe With Me	5	$1,500
Florida Outreach Center for the Blind	3	$1,500
Grace Notes Music Foundation	69	$1,500
iCare Program Incorporated	60	$1,500
Thelma B. Pittman Jupiter Preschool	70	$1,500
	Total	**$49,500**

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Charitable Donations 5 Year History
2. All Applications Received

FUNDING SOURCE

Approved in Budget	$50,000	Sources: 00110011-582000 Aid to Private Orgs.
Additional Funding Requested	$	Sources:

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager, at SatuO@jupiter.fl.us or 561-741 2524.

2021-2025 Town Council Charitable Donations History						
Organization	**2026 Request**	**2025 Award**	**2024 Award**	**2023 Award**	**2022 Award**	**2021 Award**
American Youth Soccer Organization				$ 2,500.00	$ 5,000.00	
Andrew Red Harris Foundation		$ 5,000.00		$ 5,000.00	$ 10,000.00	$ 5,000.00
Annie's Choice	$ 5,000.00					
AustinBlu Foundation		$ 2,000.00			$ 10,000.00	
Beach Buckets Foundation			$ 5,000.00			
Believe With Me	$ 5,000.00					
Chasin a Dream Foundation			$ 1,000.00	$ 2,500.00		
Children's Health and Mentor Program (CHAMP)	$ 2,000.00	$ 1,000.00	$ 1,000.00		$ 2,500.00	
Cristy's School Supply Fund		$ 2,000.00				
Dwyer HS Project Graduation						
El Sol			$ 1,000.00	$ 5,000.00	$ 5,000.00	
First United Methodist Church of Jupiter		$ 2,000.00				
FL Outreach Center for the Blind	$ 1,500.00		$ 1,000.00			
Girl Scouts of Southeast FL		$ 2,000.00				
Grace Notes Music Foundation	$ 6,500.00					
Gulfstream Goodwill Industries		$ 1,000.00				
HealthyMe (MyClinic)	$ 5,000.00	$ 2,000.00				
Horse Assisted Learning & Therapy (HALT)		$ 2,000.00				
Humane Society of Greater Jupiter/Tequesta dba Furry Friends						$ 10,000.00
Jupiter First/Boy Scouts			$ 2,500.00		$ 4,800.00	
Jupiter HS Project Graduation	$ 2,500.00		$ 2,500.00	$ 2,500.00	$ 2,500.00	
Jupiter Inlet Foundation						$ 15,000.00
Jupiter Middle School Academic Programs				$ 5,000.00		
Jupiter Tequesta Repeater Club		$ 2,500.00			$ 1,000.00	
Kiwanis Club			$ 1,000.00	$ 2,500.00	$ 5,000.00	
Little Smiles	$ 5,000.00					
Loxahatchee River Historical Society,Inc.						$ 6,000.00
Merciful Heavens		$ 2,000.00	$ 3,000.00	$ 2,500.00		$ 10,000.00
National Autism Registry, Inc						$ 5,000.00
National Alliance on Mental Illness			$ 1,000.00			
Palm Beach County Food Project			$ 3,000.00			
Palm Beach Shakespeare Festival, Inc.		$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,000.00
Peace, Love, Music Inc.					$ 2,500.00	
Restoration Bridge International	$ 10,000.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	
Sea Turtle Adventures (iCare Program Incorporated)	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 2,500.00		
St Vincent de Paul	$ 2,500.00	$ 2,000.00	$ 2,500.00			
The Pearl Mae Foundation		$ 1,000.00	$ 2,500.00	$ 2,500.00		
The Bush Wildlife Sanctuary	$ 7,500.00	$ 5,000.00		$ 5,000.00	$ 7,500.00	$ 10,000.00
The Friends of Jupiter Beach	$ 5,000.00	$ 5,000.00	$ 5,000.00		$ 5,000.00	
Thelma N. Pittman Jupiter Preschool	$ 10,000.00					
Trustbridge Hospice	$ 5,000.00	$ 1,000.00	$ 1,000.00			
West Jupiter Community Group (Edna Runner Tutoring Center)			$ 2,500.00			
WildBlueSea	$ 5,000.00	$ 5,000.00				
William R Dwyer HS				$ 2,500.00		
	$ 80,000.00	**$ 50,000.00**	**$ 46,500.00**	**$ 50,000.00**	**$ 75,800.00**	**$ 63,000.00**

Print

Town Council Support for Community Organizations (Charitable Giving) - Submission #58706

Date Submitted: 1/20/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*
James

Contact Last Name*
Davis

Role in the Organization
Board of Directors and Marketing Executive

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*
Thelma B. Pittman Jupiter Preschool

Address1*
17595 Cinquez Park Road West

Address2

City*
Jupiter

State*
Florida

Zip*
33458

Contact Phone*
5617467120

Contact Email*
sdeallie@tbpittman.org

501(c)(3) Designation

Tax Exempt Form EXPIRES 2028 (2).pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2024US XTHELMA B.PITT Clnt V1.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

10,000

Program Description

For six decades, our nonprofit early childhood program has provided a high-quality, full-inclusion educational experience for children ages one through five — nurturing their physical, cognitive, language, social, and emotional development during the most critical years of life. Our mission has always been rooted in the belief that every child deserves access to strong early learning opportunities, regardless of circumstance. Thelma B. Pittman Jupiter Preschool has a long-standing commitment to children and families in the Jupiter community. We currently have 70 students. Approximately 85% of our students receive subsidized childcare between 50-85% of their tuition. We also provide a nutritious breakfast and lunch. It is our understanding that the Town of Jupiter does not provide preschool services.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

N/A

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

895,000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

12,785.72

of Jupiter Residents Served Annually

70

Names of Board Members

Judy Zemek
Patrica Magrogran
Cate Morosco
Stephen Palermo
James Davis
Tom Howard
Tom Boyhan

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Palm Beach County Early Learning Coalition
Child Care Food Program
Jonathan's Landing

Please list your other major funders and amounts here ($10,000+).

Additional Information

Thelma B. Pittman Jupiter Preschool is a comprehensive early childhood enrichment and wellness initiative that integrates youth soccer programming, structured music education, and developmental screenings for young children enrolled in our early learning program. This initiative is designed to support the physical, cognitive, social-emotional, and developmental needs of children during their most critical years of growth.
The soccer program introduces age-appropriate physical activity that builds gross motor skills, coordination, teamwork, self-confidence, and healthy habits. Instruction is developmentally appropriate and focuses on participation, movement, and social interaction rather than competition.
The music education component provides structured music and movement classes that support early literacy, language development, memory, emotional expression, and creativity. Children engage in rhythm, singing, movement, and exposure to musical concepts that strengthen foundational learning skills and school readiness.
The developmental screening component ensures early identification of potential developmental delays in areas such as speech, motor skills, social-emotional development, and cognition. Screenings are conducted for all students and allow families to access early intervention resources when needed, supporting positive long-term educational and life outcomes.
Together, these components form a holistic program that enhances early childhood development while supporting families and strengthening the overall well-being of the community.
We would welcome the opportunity to provide you a tour of our school.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58775

Date Submitted: 1/27/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name

Eve

Contact Last Name

Mart

Role in the Organization

Grant Writer

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Little Smiles, Inc.

Address1*

3569 91st Street North

Address2

Suite #4

City*

Palm Beach Gardens

State*

FL

Zip*

33403

Contact Phone*

5618994700

Contact Email*

emart@littlesmiles.org

501(c)(3) Designation*

2024 LS IRS Determination Letter.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

Little Smiles 2024 - 990 signed (2).pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

Little Smiles is seeking support from the Town of Jupiter through its Charitable Donation Program to expand Project S.M.I.L.E. (Special Moments Impacting Lives Every Day) in Jupiter—our community-based program that delivers rapid, practical support to children and families in crisis and provides ongoing comfort and stabilization services to Jupiter residents through trusted local partners.

Program description and activities in Jupiter - In Jupiter, Project S.M.I.L.E. is implemented primarily in partnership with the Jupiter Police Department (JPD) and Jupiter Medical Center (JMC). The program focuses on two complementary service tracks:

1. Ongoing hospital- and community-based support for Jupiter children and families
Little Smiles provides consistent, year-round deliveries that directly benefit Jupiter residents receiving care at JMC and families supported through JPD. These services include:

* Pediatric unit toy room restocks and "treasure chest" refills for children receiving care
* Snack and comfort item deliveries for pediatric patients and their families
* Support runs that provide age-appropriate items (pajamas, books, small toys, comfort kits) during stressful medical events
* Supplemental support for hospital staff and family members when a child is experiencing a difficult day or unexpected emergency

2. Crisis-response assistance coordinated with the Jupiter Police Department
When officers encounter families in urgent need—often involving children—Little Smiles provides immediate, tangible support that helps stabilize households and reduces delays in connecting families to basic necessities. Assistance may include:

* Clothing and shoes for children
* Hygiene items and household essentials
* Emergency food support and basic supplies to address immediate needs

How the program serves Jupiter residents (local impact) - Project S.M.I.L.E. serves Jupiter residents directly by providing services and material support to children and families located in Jupiter and engaged through Jupiter-based institutions. Since January 2025, Little Smiles has logged approximately 2,200 completed service interactions in partnership with JPD and JMC. These interactions represent direct deliveries and supports benefiting Jupiter-based children and families, including pediatric unit support, comfort item distribution, and community support runs.

Evidence that the service is not offered by the Town of Jupiter - Project S.M.I.L.E. provides a set of specialized, nonprofit-delivered services that are not offered by the Town of Jupiter as a local government function, including:

* Direct provision of emergency children's items and family support supplies (clothing, hygiene kits, comfort items, food staples) in response to community crisis situations identified by law enforcement and healthcare partners.

* Ongoing pediatric comfort and stabilization supports delivered through hospital partnerships (toy room restocks, pediatric comfort items, family support runs), which are not municipal services and are typically fulfilled through charitable or nonprofit community partners.

* Rapid-response assistance linked to police encounters involving children, which is outside the Town's standard scope of services. While the Town provides public safety and may offer referrals to community resources, it does not operate a program that supplies emergency goods and comfort items to children and families on an as-needed basis through coordinated nonprofit delivery.

Because the Town's role is to provide core municipal services (e.g., public safety, infrastructure, and administration), and because hospital-based pediatric comfort supports and charitable crisis-response goods are not part of Town operations, Little Smiles fills a critical gap by providing immediate, tangible assistance that complements local public safety and healthcare systems without duplicating Town services.

Funding from the Town would enable Little Smiles to continue and expand this Jupiter-specific impact by supporting additional deliveries, replenishment supplies, and emergency response items used to directly serve Jupiter children and families.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

While Little Smiles has not previously received funding from the Town of Jupiter, the organization has a strong, well-documented track record of successfully implementing community-based programs funded through other municipal, foundation, and philanthropic sources. These funds have been used to deliver direct services to children and families, including those served in partnership with the Jupiter Police Department and Jupiter Medical Center.

Little Smiles measures program success through documented service activity, partner referrals, and verified delivery of direct support to children and families. Outcomes are tracked based on service interactions rather than clinical treatment metrics, as the program focuses on immediate stabilization, comfort, and crisis-response support.

Since January 2025, Little Smiles has recorded approximately 2,200 completed service interactions benefiting Jupiter-based children and families. These services include:

* Pediatric unit toy room replenishment and comfort item delivery at Jupiter Medical Center
* Emergency support and supply delivery in coordination with the Jupiter Police Department
* Distribution of clothing, hygiene items, and food assistance for families in crisis
* Ongoing support for children experiencing medical or family-related trauma

A notable example includes a Project S.M.I.L.E. response in November 2025, in partnership with Jupiter Police, in which Little Smiles provided clothing, hygiene supplies, and food assistance to a Jupiter-based single mother and her seven children. This support helped stabilize the household and allowed responding officers to focus on safety and follow-up services.

Although the Town of Jupiter has not previously funded Little Smiles, past charitable and municipal funding has been used exclusively for:

* Purchase of program supplies and comfort items for children
* Emergency response kits used in law enforcement referrals
* Hospital-based pediatric support items
* Program delivery costs are directly tied to community services

All funds have been applied to direct service delivery rather than administrative overhead, ensuring maximum impact for the communities served.

Little Smiles has demonstrated its ability to effectively manage charitable funds and deliver measurable, high-impact services to children and families in need. Funding from the Town of Jupiter would allow the organization to formally expand and strengthen its existing service footprint within the Town, building on established partnerships with the Jupiter Police Department and Jupiter Medical Center to better serve local residents.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$26,500 (direct expenses ONLY)

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$106

of Jupiter Residents Served Annually

250

Names of Board Members

Tracy Conklin, Vertical Bridge

Tim Frater, Frater Realty

Lori Colombino, West Palm Beach Police Department

Virginia Sinicki, Radio Personality

Paul L. Donohue, Jr., Founder, debthelper.com

Samantha Shepherd, President, Registered Nurse

Robin Colvin, Vice President, Platinum Title

Michael Donovan, Secretary, Palm Beach County Sheriff's Office

John Majer, Treasurer, RSM US LLP

Jerry Somma, Via Productions

Armando Fana, City of West Palm Beach

Kathy Pacheco, Little Smiles Mom

George "Chip" Lubeck, Lubeck Realty

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Examples of Other Major Funders ($10,000+):

Leslie Alexander Foundation – $75,000
Scaife Family Foundation – $50,000
GemCon - $50,000
Batchelor Foundation – $15,000
Babe Rizutto - $50,000
Vertical Bridge $15,000
Mary Alice Fortin Foundation - $10,000
Wafer World - $10,000

Several other community and private foundation partners support pediatric and family services

As well as corporate and philanthropic partners supporting Project S.M.I.L.E. programming

Please list your other major funders and amounts here ($10,000+).

Additional Information

Little Smiles tracks both service interactions and unduplicated individuals served. While the organization records a significantly higher number of total service interactions each year, the estimate of 250 Jupiter residents served annually reflects a conservative count of unduplicated children and family members who receive direct support through Project S.M.I.L.E.

Many individuals receive multiple services throughout the year (e.g., hospital-based support, follow-up assistance, or emergency supply delivery), which increases overall service volume but does not inflate the beneficiary count. This approach ensures that reported figures accurately reflect the number of unique Jupiter residents benefiting from the program.

Funding from the Town of Jupiter will support continued service delivery through existing partnerships with the Jupiter Police Department and Jupiter Medical Center, enabling Little Smiles to maintain consistent, year-round support for children and families in need while ensuring responsible and transparent use of public funds.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58781

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Peter

Contact Last Name*

Hood

Role in the Organization

Grant & Business Development Manager

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Restoration Bridge International, Inc.

Address1*

673 W Fairgrounds Rd

Address2

Bldg Q

City*

West Palm Beach

State*

FL

Zip*

33411

Contact Phone*

5618881283

Contact Email*

peter@restorationbridge.net

501(c)(3) Designation*

IRS DETERMINATION LETTER.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

MOST RECENT FORM 990.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$10,000.00

Program Description

Building on a foundation of service, Restoration Bridge International is thrilled to announce a significant expansion of our hunger relief efforts for 2026. In a direct response to the growing needs of the community, we are doubling our commitment by increasing our service frequency to two monthly distribution events in partnership with Generation Church.

For years, the partnership between RBI and Generation Church has been a cornerstone of support for the Center Street area. Located at 430 Center Street, Jupiter, FL, these events are specifically designed to be accessible to everyone.

A key factor that sets this program apart is its scheduling. To ensure we reach residents who work traditional daytime hours, our distributions are scheduled later in the day. By providing food assistance in the afternoon/evening, we remove the barrier of choosing between a paycheck and a healthy meal, offering a convenient solution for the working families of Jupiter.

2026 Goals and Projections
With the move to a bi-monthly schedule, we anticipate a transformative year for our local impact:

Total Events: 24 distribution dates throughout the year.
Food Volume: Over 180,000 pounds of nutritious food. Equivalent to 150,000 meals for Jupiter residents.
Mission Alignment: Providing vital support to thousands of food-insecure residents, directly advancing RBI's mission to end hunger in Palm Beach County.

This expansion is made possible by the unwavering support of Generation Church volunteers. Together, we are providing more than just groceries; we are providing stability, health, and hope for the residents of Jupiter.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

In 2025, Restoration Bridge International (RBI) reached a new milestone in its mission to combat local hunger. Through a dedicated partnership with Generation Church, the organization distributed 91,864 pounds of nutritious food, providing over 76,550 meals to Jupiter residents facing food insecurity.

This critical assistance served as a lifeline for our neighbors, ensuring consistent access to healthy food and alleviating the immense stress that accompanies food scarcity. These results were made possible by your generous contributions and the tireless efforts of volunteers from Generation Church, whose commitment to our Jupiter distribution events created a profound and lasting impact on the community throughout the year.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$174,050

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$20

# of Jupiter Residents Served Annually

8,700

Names of Board Members

David Shiner
Tom DeRita
Megan Weinberger
Scott Katzman
Michael Pennachio

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

The following is a list of grant funders whose money is used across the programs and services offered by Restoration Bridge International.

The Scaife Family Foundation $190,000
PBSO - Law Enforcement Trust Fund $100,000
The Jim Moran Foundation $65,000
Batchelor Foundation $30,000
Life.Church Wellington $22,000
The Rota Foundation $20,000
Leslie L. Alexander Foundation $15,000
Publix Charities $10,000
The Lattner Family Foundation $10,000

Please list your other major funders and amounts here ($10,000+).

Additional Information

Restoration Bridge International's expanded 2026 program is specifically engineered to address the "hunger gap" among Jupiter's working families. By hosting distributions during afternoon/evening hours on Center Street, we serve the "ALICE" population (Asset Limited, Income Constrained, Employed) who are often forced to choose between a paycheck and a meal. This unique scheduling ensures our services do not conflict with local employment, providing a critical safety net for those who work within the Town. Our proven partnership with Generation Church leverages local facilities and a mobilized volunteer base, ensuring that nearly every dollar of funding is converted directly into food resources for the community. Beyond mere nutrition, this program fosters local resilience by alleviating the mental and financial stress of food scarcity, helping our neighbors remain stable, healthy, and productive members of the Jupiter community.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58789

Date Submitted: 1/29/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name

Kathleen

Contact Last Name

Herd

Role in the Organization

Grants Manager

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Florida Outreach Center for the Blind, Inc.

Address1*

2315 South Congress Avenue33406

Address2

City*

Palm Springs

State*

Florida

Zip*

33406

Contact Phone*

561-642-0005

Contact Email*

info_focb@bellsouth.net

501(c)(3) Designation*

501c3 FOCB.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

IRS Form 990 - 2024.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$1,500

Program Description

In Palm Beach County, an estimated 44,000 people are blind or have severe vision loss, the majority being "newly blind" due to diabetes and age related diseases. In response, FOCB offers a holistic approach to training and support that empowers "newly blind" people to remain active through its "Preserving Independence for Visually Impaired People."The program provides essential training, coupled with practical experience and linkages to available community resources that empowers participants to maintain safety and independence. Program components include the following:
(1) Personalized, hands-on training in Orientation and Mobility Skills provided by FOCB's Certified Orientation and Mobility Specialist (COMS). Students learn to safely navigate in the home along with gaining skills to travel in and around the community. The COMS instructor teaches use of white canes; navigation of steps and curbs; and protocol to accessing public transportation. These skills are put into practice through planned activities that promote socialization including monthly guided field trips and weekly community-based activities including Craft Club and Peer Support Group meetings. FOCB's Certified Orientation and Mobility Specialist provides students with coaching through each phase of their training.
(2) Professional Case Management services to assist participants with developing goals and wellness plans. FOCB's Case Manager brings 25 years of experience working with people with disabilities, ensuring access to available services that support their health and independence.
The program enhances quality of life for blind and visually impaired people as they accomplish the following: 1) develop their social life, 2) become more mobile and self-sufficient, 3) develop a social support network with others facing similar challenges, 4) improve their mental health by no longer feeling isolated and alone, and 5) have increased access to community services and resources. In summary, this program provides training and positive experiences that foster accessibility and independence for participants to reach their highest level of achievement at home, school, work, and around the community.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

FOCB appreciates the past grant award of $1,000 received from the Town of Jupiter in May 2024. Your gift was used to provide training programs and resources that empowered visually impaired people to live to their fullest potential. Thanks to support from community partners like you, 420 visually impaired individuals Living in Palm Beach County gained the skills needed to live safely and independently within the community, exceeding our projected service goal (300) by 40%.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$145,600

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$1,450

# of Jupiter Residents Served Annually

3

Names of Board Members

Bobbie Howard-Davis, President
Edna Strnad, 1st Vice President
Dennis Stevenson, 2nd Vice President
Lou Ferri, Treasurer
Nicole Fincham-Shehan, Secretary
Arthur Mehr
Thomas Tobin
Michelle Rogers
Frank Seidman
Drew Wright
Ozzie Osborne

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Community Foundation for PBMC - $15,000
Allegany Franciscan Ministries - $10,00
Ibis Charities Foundation - $10,000
Walter and Adi Blum Foundation - $10,000
The Batchelor Foundation - $15,000
The Jim Moran Foundation - $50,000
Quantum Foundation - $36,000
Wm and Helen Thomas Charitable Trust - $25,000
BallenIsles Charities Foundation - $15,000

Please list your other major funders and amounts here ($10,000+).

Additional Information

Florida Outreach Center for the Blind, Inc.'s (FOCB) mission is to develop and administer programs that will integrate blind and visually impaired persons into the social, economic, and spiritual lives of their community. FOCB is unique in that the majority of staff are visually impaired and able to serve as positive role models, encouraging students to reach their fullest potential. Our vision is simply to equip visually impaired individuals with the skills, confidence, and resources to live safely and independently as contributing members in our diverse community. FOCB is celebrating 23 years of service and now provides training and support for more than 400 visually impaired people living in Palm Beach County. FOCB is accredited by the Association for Education and Rehabilitation of the Blind and Visually Impaired (AER) and is a partner agency with the FL Division of Blind Services.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58820

Date Submitted: 2/5/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name

Valerie

Contact Last Name

Parks

Role in the Organization

Development Associate

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Trustbridge Hospice Foundation

Address1*

5300 East Ave

Address2

City*

West Palm Beach

State*

Florida

Zip*

33407

Contact Phone*

5614946888

Contact Email*

vparks@empathhealth.org

501(c)(3) Designation*

Hospice of PBC Foundation aka TB Fdn IRS determination letter.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

Trustbridge Foundation 2024.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$5,000

Program Description

Charity Care ensures that every resident of Jupiter can receive compassionate hospice care from Trustbridge, regardless of financial circumstances. Trustbridge is the only care provider covering these essential and support services. Charity Care eases the burden on families facing terminal illness and provides patients with comfort and dignity during their final days.
Patients receiving Trustbridge services funded through Charity Care have access to complete, high quality hospice care. This includes medical visits from doctors, nurses, and specialists for pain and symptom management; medical equipment; help with daily living; and emotional and spiritual support. Because caregiving can be an overwhelming journey, Charity Care may also provide respite care, giving family caregivers a temporary rest while their loved one receives short term care in a hospice facility.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

As a nonprofit, Trustbridge Hospice Foundation supports the hospice services of Trustbridge Inc., ensuring extraordinary end of life medical care is available to all Jupiter residents, no matter their financial situation. Last year alone, Trustbridge provided $36,192.00 in charitable care to 11 Jupiter residents.
In addition in 2025, the Trustbridge in-patient unit at Jupiter Medical Center cared for 372 patients in their final days. Across Jupiter ZIP codes, 1,298 patients received hospice support that exceeded what Medicare, Medicaid, or private insurance typically covers. Trustbridge's care extends beyond a patient's passing, with highly trained grief counselors offering bereavement support free of charge to any grieving resident of Jupiter.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

36,192

Cost Per Beneficiary (total cost divided by number of residents served) ($)

3,290.17

of Jupiter Residents Served Annually

11 Charitable Care patients. A total of 1,298 patients as well as their family members with enhanced hospice services.

Names of Board Members

TRUSTBRIDGE HOSPICE FOUNDATION BOARD MEMBERS
- Chris Callahan, Chair
- Carrie Titcomb, Vice Chair
- Meredith Tucker, CPA, Treasurer
- Dari Bowman, Secretary
- Robert (Bob) Friedman,
- Jeffrey M. Bishop, DO
- Adolfo Zaralegui
- Bishop W. Oshea Granger
- Faustino Gonzalez, MD
- Jennifer Brancaccio
- Ken Klassen
- Kevin DiLallo
- Peter Clarke
- Peter Sachs
- Rachelle Franklin
- Shari Cohen, Esq.
- Stuart Klein

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Please list your other major funders and amounts here ($10,000+).

Additional Information

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58843

Date Submitted: 2/7/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Brett

Contact Last Name*

Carpenter

Role in the Organization

President

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Childrens Health and Mentor Program Inc.(dba CHAMP)

Address1*

6148 FOSTER STREET

Address2

City*

JUPITER

State*

Florida

Zip*

33458

Contact Phone*

5613083305

Contact Email*

brettc@myychamp.com

501(c)(3) Designation*

LOD on IRS Website MAR 19 2019.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

990-N history for TOJ Charitable giving donation for 2026.docx

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

2000

Program Description

Provide both ENJOYMENT and EMPLOYMENT for the special needs community. ENJOYMENT includes providing recreational/educational activities FREE of charge to special needs families in Palm Beach County. EMPLOYMENT includes providing selected training and employment referrals FREE of charge to special needs families in Palm Beach County

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

CHAMP is grateful that we have been awarded a charitable giving donation in 2022,2024,2025.
Each year the monies were used to fund 5 weeks of bowling for an average of 15 people per week and
1 dance. Dances have been held at various locations including the Jupiter community Center Room A. Event attendee reports are documented in our email marketing program. Report are available upon request.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

44000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

440

of Jupiter Residents Served Annually

100

Names of Board Members

Angela Carpenter-Chairman of the Board
Lee Edmondson- Finance Chairman
Phoebe Brown- Director

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

1) Private donor- $12000

2)Community Foundation of Palm Beach and Martin Counties-$11000

Please list your other major funders and amounts here ($10,000+).

Additional Information

Childrens Health and Mentor Program(dba CHAMP) has been serving the special needs community in Palm Beach County since March of 2019.

We are an all volunteer organization and none of the monies raised go for any salaries.

Potential people we can help==>The town of Jupiter has 62987 residents as of Jan o1 2026. With an incident rate of 1 in 36 people having autism 1750 residents in Jupiter are impacted by their autism.
With an incident rate of 1 in 800 have down syndrome 79 residents in Jupiter are impacted by down syndrome. TOTAL NUMBER PEOPLE WE "COULD" HELP IN JUPITER (1750 +79=1829). we are looking increase the number of people we serve.

Note: CHAMP had 147 individual recreational events in 2025.

Variations of our mission statement to demonstrate multiple offerings
1)CHAMP offers both ENJOYMENT and EMPLOYMENT
2)CHAMP helps prevent young adults form graduating form high school to the couch((having nothing to do)
3)CHAMP helps young adults change a disability check to a paycheck.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58848

Date Submitted: 2/7/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Pamela

Contact Last Name*

Nagel

Role in the Organization

CEO

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Annie's Choice, Incl - Foundation for Teen Suicide Awareness and Prevention

Address1*

131 PALM AVE., #45

Address2

City*

JUPITER

State*

Florida

Zip*

33477

Contact Phone*

5615394454

Contact Email*

pamela.nagel@annieschoice.org

501(c)(3) Designation*

IRS 501c3 approval.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2024 Tax Return (ANNIES CHOICE INC - FOUNDATION FOR TEEN SUICIDE - Client Copy) (1).pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$5,000

Program Description

Our mission is to help teens identify their anchors for hope, happiness, and life in an effort to reduce teen suicide. We partner with local therapists and psychiatrists who agree to lower their fees for teens and their families who can't afford the services otherwise. Annie's Choice bridges the gap to ensure all teens get the necessary mental health support they need.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

N/A

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$36,500

Cost Per Beneficiary (total cost divided by number of residents served) ($)

# of Jupiter Residents Served Annually

500

Names of Board Members

Pamela Nagel, CEO
Veronica Edwards, CFO
Pamela Figoras, COO
Kelly Betz, Director
Gina Manno, Director
Susan Lucas, Director

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

100+ Women - North Palm Beach Chapter - $22,736

Please list your other major funders and amounts here ($10,000+).

Additional Information

We have a table at community events, such as Jupiter Jubilee, Harbourside Pumpkin Fest, Jupiter PD Family Autism Day, and There's Snow Place Like Jupiter, where we engage teens in art projects while we discuss their possible anchors. We also meet with teens at schools, churches, and clubs to do the same thing. We also participate in the Jupiter Christmas Parade each year, and host a 5K in Abacoa to raise awareness and reduce the stigma associated with suicide and mental health issues.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58862

Date Submitted: 2/10/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Samantha

Contact Last Name*

Majors

Role in the Organization

Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

iCare Program Incorporated

Address1*

235 SW 6th Ave

Address2

City*

Boynton Beach

State*

FL

Zip*

33435

Contact Phone*

561-704-5911

Contact Email*

smajors@icareprogram.org

501(c)(3) Designation*

iCare501c3.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2025 PL and 2024 990.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

2,500

Program Description

We are seeking support for the iCare Program, which addresses the unique needs and challenges faced by adults with autism and related intellectual and developmental disabilities (A/IDD). Adults with A/IDD become vulnerable to isolation and serious health disparities when they do not have access to quality programs that offer meaningful connection to their community. The iCare Program was established with a mission to reduce isolation and improve the physical and mental wellness of adults with A/IDD through activity-based learning opportunities. This is accomplished through the following program components:

ICare Day Program-offered Monday through Wednesday each week from 9 am until 2 pm, iCare's day program operates under a "without walls" philosophy in contrast to the traditional adult day program model. Over 70% of our activities take place off campus and out in the community, where members strengthen life skills and develop independence navigating neighborhood spaces. The day program serves 30 adults daily with an annual registration of 90 individuals. Examples of day program activities include nature walks, visits to local cultural centers, volunteering with nonprofit organizations, fitness classes, and music therapy.

Monthly Social Events Calendar-each month, iCare Program coordinates six to eight community-based activities. Aside from staying socially connected, participants foster self-assurance, develop new interests, and engage in fulfilling experiences. Our Social Events include conservation efforts such as beach cleanups and mangrove plantings as well as social gatherings for Bingo, trivia, movie nights, and outings to sports events and theater performances. On the last Saturday of each month, iCare hosts Club K, an inclusive nightclub experience for adults with special needs and their companions. Our social events attract an average of 40 participants, with Club K reaching 90 attendees.

Travel Club-iCare Program's annual day or overnight trip outside of Palm Beach County. Past Travel Club destinations include the Florida Keys, Florida Panthers games, and a trip to Clewiston. Travel Club provides members with an opportunity to strengthen independence while exploring different cities and cultures outside of their everyday routines

The iCare Program currently serves approximately 60 Jupiter families annually, and many of our scheduled activities take place in the Town of Jupiter. Our group visits Dubois Park, the lighthouse, Jonathan Dickenson State Park, Roger Dean Stadium, Jupiter Beaches, and many Jupiter restaurants. We also regularly attend shows at the Maltz Theater and recently participated in the Maltz Jupiter Theater "Communi-Tree" event. The iCare Program also participates in Jupiter Community events such as the Jupiter Police Family Autism Day, where we have a table to inform families of our programs.

There is no program like ours currently operating in Jupiter, as evidenced by the large number of Jupiter families and individuals who participate in iCare. We host many of our events and activities in this area to accommodate these families. Additionally, the iCare Program provides transportation for our South County events, enabling participation for adults with A/IDD who reside in Jupiter.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

The iCare Program received funding from the Town of Jupiter Charitable Donation grant in 2023, 2024, and 2025. Last year, the $1,000 grant supported our ability to continue a full year of programming for adults with A/IDD. We impacted a total of 211 individuals, including 60 adults with special needs who reside in the Town of Jupiter. The iCare Program provided 188 activity days to the special needs community. Funding specifically supported scholarships for seven participants from low-income households, who would not otherwise have been able to participate. In 2025, funding from the Charitable Donation grant also supported 18 activities in the Town of Jupiter, including a tour of Solid Waste Authority, several trips to Ignite Sports for adaptive sports instruction, water and beach days at Dubois Park, visit to Busch Wildlife Sanctuary, a day at Roger Dean Stadium, and a tour of the Jupiter Lighthouse. Funding also supported the iCare Program's ability to continue offering transportation to North County residents, and in 2025 transportation was provided for 48 social events, connecting Jupiter residents who have special needs with opportunities to develop friendships, explore new interests, and live a purposeful life.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

515,000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

2,440 (cost per 211 total participants, 60 of which are Jupiter residents)

# of Jupiter Residents Served Annually

60

Names of Board Members

Jacquelyn Kingston - Chair
Executive Director
Sea Turtle Adventures
235 SW 6th Ave., Boynton Beach, FL 33435
jkingston@seaturtleadventures.com
561-704-5911

Bill Reilly
Founder, Champion Title and Settlements, Inc.
21 NW 2nd St., Delray Beach, FL 33444
Bill@championtitle.com
703-347-5907

Nicole DeFlorio
Transition Coordinator, SouthTech Academy
6161 W Woolbright Rd., Boynton Beach, FL 33437
ndeflorio@gmail.com
845-821-8907

Bonnie Chachkes
Parent of special needs adult, past business owner
3165 Siena Circle, Wellington, FL 33414
bchachkes@aol.com
646-642-8831

Sarah Emmett
Job coach at Palm Beach School for Autism
1941 S. Olive Ave., West Palm Beach, FL 33401
Sarahhiggins282@gmail.com
516-506-3369

Steven Smith
CEO, DecisionPoint Systems, Inc.
220 Macfarlane Dr., Delray Beach, FL 33483
ssmith110262@gmail.com
516-993-2545

Robin Keller
Retired, previously business restructuring attorney
717 South Lake Avenue, Delray Beach, Fl 33483
robinkeller837@gmail.com
917-817-3142

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Levitetz Foundation ($10,000)
LEEDS Foundation ($20,000)
City of Boynton Beach ($16,000)

Please list your other major funders and amounts here ($10,000+).

Additional Information

It was noted above that the Town of Jupiter Charitable Donation grant supported the iCare Program in 2023, 2024, and 2025. When the grants were awarded, the iCare Program was operating under the nonprofit organization Sea Turtle Adventures. Sea Turtle Adventures established the iCare Program in 2017 to provide nature-based activities for adults with special needs. In 2024, after nearly a decade of successfully impacting the special needs community, the iCare Program applied for its own 501(c)3 tax-exempt status. The IRS determination letter arrived in June 2025, with an effective date of October 2024. Sea Turtle Adventures and the iCare Program still share a headquarters and partner to provide sea turtle conservation experiences for adults with special needs. The decision to separate the organizations was made for mission alignment so iCare Program can focus solely on improving the lives of adults with A/IDD through meaningful, activity-based experiences. The uploaded financials include the 2025 end-of-year P&L for iCare Program (to show financials as an independently operating nonprofit organization) and the 990 from 2024 (most recently filed 990), in which iCare was still operating under Sea Turtle Adventures. The iCare Program is in the process of filing a 990 for 2025, and can provide this document as soon as it becomes available.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58864

Date Submitted: 2/11/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Rheanna

Contact Last Name*

Pages

Role in the Organization

President

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Jupiter Community High School Parent Teacher Organization, Inc.

Address1*

500 Military Trail

Address2

City

Jupiter

State

FL

Zip

33458

Contact Phone*

5613518023

Contact Email*

jupiterhighschoolpto@gamil.com

501(c)(3) Designation*

JHS PTO Letter of Determination.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

Choose File No file chosen

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

2500

Program Description

Project Graduation is a long-standing, community-supported initiative designed to provide our town's graduating seniors with a safe, substance-free way to celebrate this important milestone. The JHS PTO Project Graduation offers our graduating class a supervised, alcohol- and drug-free event on graduation night, giving students the opportunity to celebrate together in a positive, memorable, and secure environment before they head off to college, the workforce, or military service.

Graduation night is widely recognized as a high-risk time for underage drinking and unsafe behaviors. Project Graduation directly addresses this risk by keeping students together, engaged, and safe during a time when they might otherwise be vulnerable. By providing structured activities, entertainment, food, and prizes, the program encourages responsible decision-making while fostering a sense of community, inclusion, and shared celebration among classmates.

This event is offered to all graduating seniors of Jupiter High at no cost, ensuring that every student, regardless of financial circumstances, can participate. Funding from the town grant will help cover event expenses and ensure that Project Graduation remains accessible, impactful, and sustainable. Support for this program is an investment in the safety, well-being, and future of our community's youth.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

The town's grant awarded last year was instrumental in the success of Jupiter High School's Project Graduation. That funding allowed us to provide a safe, well-organized, alcohol- and drug-free event that was well attended and enthusiastically received by our graduating seniors. The support helped cover essential program costs, ensuring that all students could participate at no cost, and contributed directly to a positive, inclusive celebration that kept students safe on graduation night. The success of last year's event demonstrates the meaningful impact of the town's continued investment in this program.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$25,000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$32

# of Jupiter Residents Served Annually

766

Names of Board Members

Rheanna Pages, President
Cathy Scheid, Vice President
Tabby Carle, Treasurer
Stacy Bauer, Treasurer
Amy McCarthy, Secretary
Tara Reimbas, Social Media
Erin Boschen, Hospitality

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

We do not have any major funders. All of our fundraising for this event is done by hosting smaller fundraising events and smaller donations made by community partners.

Please list your other major funders and amounts here ($10,000+).

Additional Information

We truly appreciate your continued support of a community tradition unique to Jupiter High School. Please let us know if any further information is needed.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58890

Date Submitted: 2/16/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Mary

Contact Last Name*

Aguiar

Role in the Organization

Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

The Friends of Jupiter Beach Inc.

Address1*

PO BOX 791

Address2

City*

Jupiter

State*

Florida

Zip*

33468-0791

Contact Phone*

561-602-3615

Contact Email*

hello@friendsofjupiterbeach.org

501(c)(3) Designation*

2000 IRS determination letter.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2024 990 Return signed - signed.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

The Friends of Jupiter Beach cleans and maintains the 2.5 stretch of Jupiter Dog Beach, to include Ocean Cay Park and Beach Road sidewalks and road sides. We host a community cleanup once a month attended by 100 to 300 volunteers and a monthly Young Friends cleanup on the third Sunday geared to elementary, middle and high school children in need of community service hours. In addition, our ambassador volunteers clean the beach on an on-going basis throughout the month.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

As a 2025 recipient of the charitable of the charitable grant, funds awarded were use to replace old equipment, such as trash grabbers and purchase supplies, trash bags, gloves and dog waste bags. In 2025, we hosted 11 community cleanups, attended by 1761 volunteers who recovered 1845 pounds of trash and recyclables from our beaches. In addition, 55 ambassadors cleaned the beach on their own schedule volunteering 3200 hours and recovering 1759 pounds of trash and recyclables from Jupiter Beaches. In addition, approximately 12 to 25 Young Friends attend monthly cleanups.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

111,088

Cost Per Beneficiary (total cost divided by number of residents served) ($)

1.74

of Jupiter Residents Served Annually

63,889

Names of Board Members

Sophie Schneeberger, President
Geoff Jones, Vice President
Mairim Zalez, Vice President
Melissa Jegers, Treasurer
Gabrielle Countant, Secretary
Mark Holbert, Director
Tracy Navis, Director
Victoria Brialmont, Director
Jeff Sabin, Director
Ofelia Utset, Director
Michelle Borenstein, Director
Rick Opton, Director
Rachel Erbaugh, Director
Samantha Scott, Director

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

The Henry Foundation

Please list your other major funders and amounts here ($10,000+).

Additional Information

In addition to the dog beach, Friends of Jupiter Beach volunteers also clean other waterways and parks in Jupiter such as Carlin Park, Dubois Park, Burt Reynolds Park, Inlet Park and Riverbend Park. We also provide, free to the public, over 400,000 dog waste bags a year from 29 dispensers along the dog beach, soon to be 30 as a new one will soon be coming to Ocean Cay Park, and provide countless community service hours to school children and adults. We also partner with organizations such as the Andrea Cameron Foundation, FPL, WalMart, Velocity Credit Union and Publix, to name a few, that want to give back to the community they live and work in by volunteering to clean our shores.

Please share any additional information on your organization, programs or services that is not included above.

Date Submitted: 2/23/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Lisa

Contact Last Name*

Wynne

Role in the Organization

Philanthropy Officer

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

The Busch Wildlife Sanctuary Inc.

Address1*

17855 Rocky Pines Rd.

Address2

City*

Jupiter

State*

FL

Zip*

33478

Contact Phone*

5615753399

Contact Email*

lwynne@buschwildlife.org

501(c)(3) Designation

BWS 501c3 IRS Determination Letter 1pg.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2023 BWS 990.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

7500.00

Program Description

The Busch Wildlife Sanctuary is a non-profit organization dedicated to the protection and conservation of Florida's wildlife and natural resources. To accomplish this goal the Sanctuary has a twofold mission of wildlife rehabilitation and environmental education.

Busch Wildlife Sanctuary provides free comprehensive medical and rehabilitative care to over 5,000 injured, sick or orphaned wild animals 365 days a year with 24 hour on-call services with the ultimate goal of returning recovered patients to their natural habitats. In addition to its wildlife rehabilitation efforts, the Busch Wildlife Sanctuary offers environmental education programming and community outreach programs to over 150,000 children, adults, school field trips and community groups annually. The Sanctuary offers visitors a rare opportunity to learn about Florida's wildlife & natural environments.

Our services are not offered by the Town of Jupiter; we work alongside the Town of Jupiter to help residents and wildlife in the Jupiter area. Busch Wildlife Sanctuary is the largest wildlife hospital and educational facility of its kind in Palm Beach County saving lives 365 days a year. There are other complementary non-profits which also help wildlife, such as Loggerhead Marine Life Center, but none compare to our size and scope.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Busch Wildlife Sanctuary, consistently recognized as the #1 thing to do in Jupiter on TripAdvisor.com, remains dedicated to the protection, rescue, rehabilitation, and conservation of South Florida's native wildlife and natural resources.

Support from the Town of Jupiter continues to play a vital role in advancing our mission. This funding directly strengthens our wildlife rescue and rehabilitation efforts—providing lifesaving medical care to injured and orphaned native species—and expands our environmental education services for residents and visitors alike. Through these combined efforts, we are helping to preserve local ecosystems while fostering a deeper understanding and appreciation of South Florida's unique natural heritage within the Jupiter community.

In 2024-2025 Busch Wildlife Sanctuary provided free comprehensive medical and rehabilitative care to 5,174 animals from 239 species - all of which were provided medical triage, treatment and rehabilitation. This lifesaving work could not have been possible without the Town of Jupiter's continued support. Additionally, we provided environmental education to 126,187 guests including 18,183 students - 26% of the students were from Title 1 schools. We had 181 children participate in our Junior Naturalist Program and provided a total of 1,259 educational programs.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

4,296,092.64

Cost Per Beneficiary (total cost divided by number of residents served) ($)

34.05

# of Jupiter Residents Served Annually

62,987

Names of Board Members

Peter W. Busch, Chairman

Michaela Kennedy, Vice Chair

Chris Skvarch, Treasurer

Portia Culley, Secretary

Ashley Albers
David Busch
Michael J. Pike, Esq.
Farley Rentschler

Amy J. Kight, CEO
Ex-Officio

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Florida Department of Education
The Mary Alice Fortin Foundation
Cultural Council for Palm Beach County
Jacarlene Foundation
Fleming Family Foundation
The Bov Foundation
The Batchelor Foundation
All Custom Shells
BallenIles Charities
Frenchman's Creek Charities
Admiral's Cove Foundation

Please list your other major funders and amounts here ($10,000+).

Additional Information

For more than four decades, Busch Wildlife Sanctuary has been rescuing, rehabilitating, and releasing thousands of native animals each year—returning healthy wildlife back to the ecosystems we all share. Our work supports the recovery of threatened and keystone species while strengthening the overall health of South Florida's natural environment.

Equally important, we are committed to cultivating an engaged and informed community that cherishes, enjoys, and actively protects our region's native wildlife and natural resources.

We are deeply grateful for our continued partnership with the Town of Jupiter and appreciate your consideration of renewed support this year.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58981

Date Submitted: 2/26/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Joseph

Contact Last Name*

Mercurio

Role in the Organization

Conference President

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

St. Vincent de Paul of St. Peter

Address1*

1701 Indian Creek Parkway

Address2

City*

Jupiter

State*

FL

Zip*

33458

Contact Phone*

(973) 906-3529

Contact Email*

svdpsp.president@gmail.com

501(c)(3) Designation*

501(c)(3) IRS Determination Letter.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

Form 990.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

2,500

Program Description

We help individuals and families who are temporarily unable to make ends meet due to unforeseen circumstances. They may be on the verge of eviction, without or soon to be without electricity or running water, unable to get to work due to broken down vehicles, etc. Many of these people were holding it
together and managing to get by day to day until a sudden financial crisis strikes them. There are many reasons why and it can be just one unexpected hardship that puts them in a hole from which they can't recover without the help of organizations like St Vincent de Paul. We also work with the homeless by
providing them with temporary hotel stays, gift cards for food, clothing and gas and by also referring them to other agencies that are better equipped to provide housing solutions.

We help people in times of a temporary financial crisis so they can get back on their feet. We provide full or partial payment of critical bills such as rents, rental deposits, mortgages, utilities (electricity, water, sewer, phone), car payments, car repairs, car insurance, food and gas cards, bus passes, essential furniture (beds, mattresses), essential clothing, short term hotel stays and transportation (bus, train, or airfare) when
relocation is needed to ensure a better or safer life. We are a group of 26 volunteers who dedicate our time and talents to help people in our local community when they have nowhere else to turn. Our volunteers participate on a weekly phone duty assignment using one of our two dedicated cell phones (English and Spanish), taking calls from people in need and presenting their needs to our four board members for
review. Most of the process is done virtually through phone and email correspondence.

We serve individuals and families regardless of race, creed, color, religion, sexual orientation, criminal justice status, disability, marital status, veteran status, national origin, age or any other status prohibited by applicable law.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Please see our progress report submitted on February 26, 2026 for the eight-month period ended January 31, 2026.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$113,554 (FY ended 9/30/25 actual)

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$607 per individual / family

of Jupiter Residents Served Annually

187 individuals / families (FY ended 9/30/25 actual)

Names of Board Members

Joseph Mercurio - President
Lauren Byrne - Vice President
Jerome Daltorio - Treasurer
Laura Boscia - Secretary

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Quantum Foundation - $25,000
Jonathan's Landing Cares - $18,000
3 Individual Donors of $10,000 each
1 Individual Donor of $15,000

Please list your other major funders and amounts here ($10,000+).

Additional Information

As you can see from our IRS 501(c)(3) Determination Letter issued in 2005, we were originally incorporated as St. Vincent de Paul Salvage Store of West Palm Beach Inc. Our legally incorporated name has not changed, but we do business as St. Vincent de Paul of St. Peter in Jupiter and our conference is located in Jupiter. We share our 501(c)(3) status with other St. Vincent de Paul conferences in Palm Beach county, but are autonomous in all other respects (i.e., fund raising, providing financial assistance to those in need, etc.).

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58985

Date Submitted: 2/26/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Luca

Contact Last Name*

Banuchi

Role in the Organization

Student Ambassador

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)

Believe With Me INC

Address1*

11420 US HIGHWAY 1

Address2

PMG 122

City*

North Palm Beach

State*

Florida

Zip*

33408

Contact Phone*

561-236-2005

Contact Email*

cyberlambo10@gmail.com

501(c)(3) Designation*

501c3 Believe With Me.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

2022-Form-990-Believe-With-Me.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$5,000

Program Description

Believe With Me is a local 501(c)(3) providing a vital lifeline to the families of our nation's fallen heroes, including five (5) Gold Star families who are residents of the Town of Jupiter. Our primary local initiative is the Freedom 4 Miler, a signature community event that serves around 800 Jupiter residents annually.

This grant will specifically fund the operational costs of the race, including professional timing services, course safety, and logistics. By covering these essential overhead expenses, the Town of Jupiter enables our "100% Promise": ensuring that every dollar of participant registration fees goes directly toward emergency financial aid for local families and our "Christmas for Gold Star Kids" project. This support provides a specialized safety net for Jupiter's families of the fallen that is not currently offered by any municipal department.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

N/A

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$45,000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$56.25

of Jupiter Residents Served Annually

800

Names of Board Members

David G. Reback – President

Lyette C. Reback – Vice President & Founder (Chief Executive Officer)

Matthew Yannotta – Treasurer

Bliss R. Reback – Director

Daly Kay Reback – Director

Ryli R. Reback – Director

Amanda Yannotta – Director

Christopher Gannon – Director

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Major Funders ($10,000+):

Individual Contributions (Collective): Over $516,000 was raised in 2023 from a broad base of more than 5,000 individual donors nationwide.

Freedom 4 Miler (Tequesta/Jupiter): This signature community event generates over $50,000 annually through registration fees and local corporate sponsorships.

Freedom Formal Fundraiser: A student-led gala that raises significant funds ($15,000+) specifically for the "Christmas for Gold Star Kids" project.

Private Foundations & Major Donors: Multiple private contributors (names withheld for privacy) provide annual gifts of $10,000 or more to support emergency benevolence.

Please list your other major funders and amounts here ($10,000+).

Additional Information

Believe With Me is a local 501(c)(3) providing a vital lifeline to the families of our nation's fallen heroes, including five (5) Gold Star families who are residents of the Town of Jupiter. While our impact reaches 2,500 children nationally through our "Christmas for Gold Star Kids" project, our mission is rooted in supporting these local Jupiter neighbors with emergency financial assistance and a specialized support network not provided by any municipal department.

The Freedom 4 Miler in the Jupiter/Tequesta area serves as the heartbeat of our fundraising efforts. It is a unique event where the community doesn't just run a race; they run alongside Gold Star families, honoring the names of the fallen printed on our mile markers.

We take great pride in our financial transparency and efficiency, ensuring that the Town of Jupiter's support directly enables us to maintain our 100% promise: that registration fees from our participants go directly to the families we serve. We invite the Town Council members to join us on July 4th to witness firsthand the patriotism and community spirit that this grant helps make possible.

Youth & Community Leadership:

A unique component of our organization is our Student Ambassador Program. We actively engage Jupiter's high school students, teaching them civic leadership, patriotism, and the value of community service. This grant would help cover the operational costs of the race (timing, safety, and logistics), ensuring that 100% of participant registration fees go directly to our "Christmas for Gold Star Kids" project and emergency aid for our local families.

By supporting this program, the Town of Jupiter is investing in the stability of its resident Gold Star families, the engagement of its youth, and the continuation of a beloved patriotic tradition.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58987

Date Submitted: 2/27/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name

Amy

Contact Last Name

Pepper

Role in the Organization

Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

HealthyMe (MyClinic Inc DBA HealthyMe)

Address1*

411 W. Indiantown Rd

Address2

City*

Jupiter

State*

FL

Zip*

33458

Contact Phone*

5612037511

Contact Email*

apepper@healthymewellness.org

501(c)(3) Designation*

IRS Determination Letter 501c3.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

MyClinic dba HealthyMe 2024 990 Public Disclosure Copy.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$5000

Program Description

HealthyMe (MyClinic, Inc. DBA HealthyMe) is the nonprofit Health and Social Care Resource HUB located in the heart of Jupiter. This application is seeking funds in support of Transportation Assistance component of our overall Care Coordination/Navigation Program that provides referrals, linkages and information to help individuals and families who have limited resources access the care and services they need to improve health and quality of life. While our services are available to all PBC residents, the vast majority of our clients reside within the Town of Jupiter. In 2025, HealthyMe's Care Coordination Program provided 2700 referrals (678 unique clients) for medical and other health related issues as well as addressing the Social Determinants of Health including food, rent, utilities and legal assistance in addition to our full-time Behavioral Health Counseling program. Overall, the number of referrals increased 75% compared to 1545 referrals in 2024. During the year 2025, 76% of Care Coordination clients originated from zip code 33458, and another 3.3% from 33469, 33477 and 33478 combined meaning that 515 Care Coordination clients were from Jupiter zip codes.
In 2025, the fasted growing service within our Care Coordination/Navigation program was transportation to health and social care services. HealthyMe maintains a contract with UBER Health, to provide transportation (paid for by HealthyMe) to approved Medical and Social Care appointments for clients who have no other means of transportation. In 2024, HealthyMe arranged and paid for a total of 123 transportation referrals as compared to 377 in 2025, 93% of rides were for medical appointments, 7% were for social service appointments. The cost of these rides totaled $12,942 for the full year 2025. NOTE: Individual clients may utilize multiple rides. For 2026, we anticipate needing a total of $10,000 for transportation assistance to serve approximately 200 individuals. This calculation reflects an adjustment for a few outliers in 2025 (multiple rides for specialty care in Miami). We are not aware of similar services provided by the Town of Jupiter and anticipate that at least 75% of rides and cost will be for 150 residents of the Town.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

In 2025, HealthyMe provided hospital discharge assistance to 67 clients (85% of whom were Town of Jupiter residents). Total cost of supplies provided to these clients was $4381or $65.39/person. Of the 67 discharge assistance clients, 12 received necessary medication upon discharge at a total cost of $3623.60 or $302/person. Three Town of Jupiter residents required very expensive medication that was critical for their safe discharge which totaled the entire amount of our previous grant award of $2000.It is important to note that HealthyMe makes every effort to connect hospital discharge assistance program clients to follow-up care and resources to maximize their continued recovery.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$10,000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$50

of Jupiter Residents Served Annually

515 Care Coordination Clients

Names of Board Members

Doug Brown
J Philip Clark
Julia Click
Don Hearing
Dr. Jaime Lambrecht
Richard Rendina
Steven Seeley
Dr. Ron Surowitz
Suzanne Whitbeck

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Health Care District of PBC $15,000
CTW Foundation $25,000
FAFCC $20,000
Mirasol Foundation $15,000
Jupiter Medical Center $39,191
Frank DiMino Family Foundation $106,000

Please list your other major funders and amounts here ($10,000+).

Additional Information

HealthyMe is an independent, nonprofit Health and Social Care Resource HUB that provides information, education, linkages and improved access to care for individuals and families who have limited resources. Since its inception in 2013 as MyClinic, this organization has evolved from its role as a direct provider of medical care under the "Free Clinic" model, to becoming the heart of a true Medical Home in Jupiter. In collaboration with our community partners including Jupiter Medical Center, Health Care District of Palm Beach County Community Health Center (co-located within our building) as well as El Sol, and other local non-profits, MyClinic has transitioned to become a broader reaching, comprehensive center that focuses on identifying needs, providing appropriate information/education and linkages that address the Social Determinants of Health (SDOH). To better reflect this transformative role, the HealthyMe brand was formally introduced to the community at a Ribbon Cutting Event on February 13, 2025, with the theme New Name, Same Heart. This new focus enables HealthyMe to serve a broader population than under the "Free Clinic" model which limited eligibility to uninsured individuals whose family income was below 200% of the Federal Poverty. As of 1/1/26, HealthyMe maintains an active client roster of 4600+ (greater than 75% residing within the Town of Jupiter) and growing. Registered clients receive information on a regular basis about upcoming programs and services as well as general health and wellness tips and reminders. In addition to our Care Coordination/Navigation Program which provided 2700 connections to care (678 unique clients) in 2025, other services include: Full-Time Behavioral Health Counseling; Hospital Discharge Assistance Program; Maternal Health Program in conjunction with the American Heart Association and Visiting Organization Program. HealthyMe is in a unique position to expand access to resources in the Town of Jupiter by coordinating and hosting a variety organizations that provide complementary services are invited to utilize HealthyMe's space including the recently named DiMino Family conference center, office space and even our parking lot to offer services such as: mobile mammograms; benefits enrollment; senior resources; maternity assistance distribution program to provide low income women with items such as infant car seats and baby supplies; SNAP enrollment; Brain bus, and other mobile services.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58997

Date Submitted: 3/2/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Jed

Contact Last Name*

Maness

Role in the Organization

Development Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Grace Notes Music Foundation

Address1*

500 Commerce Way West, STE #9

Address2

City*

Jupiter

State*

Florida

Zip*

33458

Contact Phone*

5613799072

Contact Email*

Info@gracenotesmusicfoundation.org

501(c)(3) Designation*

Grace Notes IRS 501-c-3 letter 2011.pdf

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

Grace Notes 990 - 2024.pdf

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

$6500.00

Program Description

In incorporated Jupiter, an estimated 10% of households live in poverty, and 10% claim a disability (with significant overlap between the two populations). Additionally, according to the Florida Department of Education, grade level proficiency for economically disadvantaged students hovers around 40 percent across English and Math, contributing to measurable gaps in graduation rates between students from marginalized communities and the overall student population. These disparities are seeded well before third grade: the "PBC Birth to 22 Master Plan and Research Indicators Report," which includes Jupiter, shows that fewer than half of preschoolers from marginalized communities demonstrate kindergarten readiness, compared to more than two thirds of the overall student population.

GNMF also centers serving young people with a wide range of abilities, as there exists a bidirectional link between disability (including mental health challenges requiring accommodations) and income: poverty increases the risks of disability, and households with disabilities endure greater financial hardship than the general population (National Institutes of Health). Without early intervention and additional support, all of these gaps compound, influencing middle school performance, high school graduation rates, workforce readiness, social integration, and long term economic stability.

A robust body of peer reviewed research confirms that early music education produces measurable cognitive and social emotional benefits, directly impacting outcomes. Studies consistently show that structured music engagement improves attention and impulse control; strengthens phonological awareness and early literacy; enhances spatial temporal reasoning linked to mathematics achievement; and increases activation in brain regions associated with memory and executive function.

The benefits extend beyond isolated skill development. Music integrates cognitive, motor, linguistic, and emotional systems simultaneously, creating whole brain learning experiences that are particularly impactful during the rapid neural growth of early childhood. Group music-making also fosters empathy and self confidence, while building belonging, shared identity, and cooperative problem solving- all protective factors that encourage academic persistence, nurture resilience and connection, reduce behavioral challenges, and support improved mental health outcomes. Further, for children facing economic stress, housing instability, limited early enrichment, or other forms of under-resourcing, this kind of engagement is not supplemental: it is foundational.

Towards these goals, GNMF offers the following activities:

1. Community Music Outreach

These site-based programs deliver free, group-based music education services in collaboration with local schools and nonprofit agencies. No previous experience is required to participate in any of GNMF's initiatives. Serving over 100 weekly students across Palm Beach County and 69 weekly students in incorporated Jupiter specifically, these initiatives include:

Preschool Music Education for Kindergarten Readiness, adapted from the Music Together curriculum, supporting early cognitive, language, and physical development

In-School and After-School Music Programs with partner sites such as Edna W. Runner Tutorial Center, Faith's Place, and Title I public schools. This includes our Community Strings Program, an ensemble-based afterschool program emphasizing music literacy, teamwork, and personal growth.

Mindful Music Therapy Program, promoting emotional regulation, confidence, and mental health

Instrument Assistance, supplying students with access to instruments they otherwise could not afford

Artist-in-Residence Programming, bringing professional musicians into Title I elementary schools to strengthen arts education

2. Individual Music Education Scholarships

GNMF awards income-based scholarships for private music instruction. All instruction is delivered by credentialed teaching artists across PBC. These students benefit from consistent, personalized instruction, preparation for auditions and advanced arts programs, and performance opportunities. Impressively, 100% of GNMF scholarship recipients have matriculated to college.

Together, these initiatives are designed to foster critical academic and developmental skills, create safe and engaging learning environments, and promote creativity, perseverance, and achievement among youth facing systemic barriers.

—

GNMF is requesting $6500 from the Town Council to support the 69 of our students who reside in incorporated Jupiter. These students receive weekly instruction at absolutely no cost whatsoever. Every program we offer supports young people who do not otherwise have access to music instruction that meets their needs.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

N/A

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

$17,795

Cost Per Beneficiary (total cost divided by number of residents served) ($)

$258

# of Jupiter Residents Served Annually

69

Names of Board Members

Sandra Baran (2010, Founder and President/Executive Director)
Sheila Hartnett (2019, Vice President)
Alice Culbreath (2012, Secretary)
Michael Hartnett (2025, Treasurer)
Matthew Baran (2017, Board Member)
Kerry Walsh (2025, Board Member)
Riley Burke (2025, Board Member)
Mara Hatfield (2025, Board Member)

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Palm Health Foundation: $20,000
Jonathan's Landing Cares Foundation: $10,000
Community Foundation: $10,000

Please list your other major funders and amounts here ($10,000+).

Additional Information

Students residing in incorporated Jupiter make up the majority of our weekly program participants. All from low income households, these students are significantly under-resourced and underserved by the systems meant to support them. The early, and continued, individual and group music instruction that GNMF offers is a key intervention, boasting improved outcomes in kindergarten readiness and well beyond. We thank the Town Council for your consideration in supporting this vital work of nurturing Jupiter's young people.
As a note of clarification: the number we listed under "Total Program Budget" is the cost of our program serving students who reside in incorporated Jupiter. Our total program budget for students across Palm Beach County is $146,193.84.

Please share any additional information on your organization, programs or services that is not included above.

Town Council Support for Community Organizations (Charitable Giving) - Submission #58999

Date Submitted: 3/2/2026

Application Instructions

Please fill out the form in its entirety. Incomplete applications will not be considered. This is the only application to the program. No older versions of the application will be accepted.

Application deadline for 2026 is March 1, 2026.

Consideration by the Town Council is typically at one of their regular April meetings, and funding is dispersed within 2 weeks after approval. The total budget for the program in 2026 is $50,000.

To view upcoming meeting agendas, visit www.jupiter.fl.us/agendas and click on "Town Council".

Please note that organizations that receive funding will need to provide a written report of actual program successes and metrics, including incorporated Jupiter residents served, within 9 months of receiving the award.

Contact First Name*

Linda

Contact Last Name*

Emerson

Role in the Organization

Founder/Executive Director

Please provide your title in the organization.

Organization Name (must be 501(c)(3) serving Jupiter area to be considered)*

Wildbluesea

Address1*

3900 County Line Road 20A

Address2

City*

Jupiter

State*

FL

Zip*

33469

Contact Phone*

5613393919

Contact Email*

lindae@wildbluesea.org

501(c)(3) Designation*

Letter of Determination.jpg

Please upload a copy of your organization's 501(c)(3) designation. If no documentation is provided, the application cannot move forward.

990 Form

IRS_990N.docx

Please upload a copy of your organization's most recent 990 Form.

Requested Amount of Donation *

5000

Program Description

Jupiter Inlet Vertical Oyster Gardens

To say the Town of Jupiter has experienced rapid growth is an understatement. As scientists and people who have lived here 30 or more years know, much of the natural environment has been impacted in the process. The waters aren't as clear. The fishing's not as good. The shorelines that protect us from storms and the seagrass habitat that is the "Nursery of the Sea' are fragments of what was only a few generations ago. Our goal is to provide programs, projects and opportunities for community participation to reverse this trend.

We believe many residents and visitors care deeply about Jupiter waterways, yet either don't have a clear understanding, accurate information or aren't sure how they can make a difference. We're asking for funding to continue the Mangrove Project/ Year 3 and initiate assembly and installation of Jupiter Inlet Oyster Gardens project. We believe these efforts compliment Town of Jupiter environmental and sustainability projects and help create a more informed, engaged community that values and protects local waterways. By doing so, our economy and population can benefit and thrive.

The Jupiter Inlet Oyster Gardens project is a dynamic, community-driven initiative designed to promote environmental stewardship and improve water quality in the Jupiter Inlet Watershed. Centered on collaboration and education, the project seeks to foster greater local appreciation for Jupiter's unique aquatic resources.

Project Goals

- Educate and empower residents about environmental stewardship and waterway health.
- Restore water quality through ecological intervention.
- Increase community appreciation for the local waterways.

Planning and Community Engagement

Phase 1 of the project began in November 2025. Wildbluesea convened a Working Group led by our Executive Director who is a Coastal Ecologist and including an oyster biologist, local residents and TOJ staff member to begin planning for the installation of vertical oyster gardens (VOGs). Efforts will be made to market the project to a broad segment of the community through a comprehensive public awareness campaign. The campaign will:

- Engage waterfront residents to host vertical oyster gardens.
- Generate enthusiasm and support for the region's beautiful waters.
- Organize 10-15 intergenerational adult public workshops for assembling VOGs.

Partnerships and Logistics

Due to the required 6-12 month curing period for oyster shells, we are partnering with the West Palm Beach Fishing Foundation to initially obtain cured shells from their stockpile. As the project progresses, Wildbluesea will utilize recycled shells donated by Jupiter businesses to reinforce the commitment to sustainability and local collaboration. Best practices and lessons learned will be shared with WPBFF as VOGs are added to Jupiter waterways.

A partner of Wildbluesea for 4 years, the US Bureau of Land Management at the Jupiter Inlet Lighthouse Outstanding Natural Area has approved the use of their nursery area for assembly workshops. The project was further discussed with TOJ staff at a recent site visit to Sawfish Bay while exploring opportunities to partner.

Installation of Jupiter Inlet Vertical Oyster Gardens

We look forward to the installation stage, anticipated to begin in summer 2026. Community volunteers will install the vertical oyster gardens by suspending them from docks along Jupiter's waterfront. The initial goal is to install 100 units around the Jupiter Inlet and main body of the Loxahatchee River, marking a first step in the restoration effort.

Over time, the installed VOGs will develop into thriving habitats for hundreds of living oysters. Each oyster can filter up to 50 gallons of water per day, playing a key role in keeping local waterways healthy. This natural filtration process helps lower levels of nitrogen and phosphorus and increase dissolved oxygen in the water, improving both clarity and overall water quality.

Through education, hands-on participation, and ecological restoration, the Jupiter Inlet Oyster Gardens project strives to empower residents, restore water quality and enhance community resilience for the future.

Please describe the program you are seeking funding for in detail, how it serves Jupiter residents, and provide evidence that the service is not offered by the Town of Jupiter.

Past Recipient

Impact of Mangrove Project/ Year 2: Community education and engagement
Mangrove seeds (propagules) are produced annually in late summer. This season we rescued 1000 red mangrove propagules from the Jupiter beachfront. About 800 are being started at home by 30 new community volunteers in preparation for potting in the nursery. Others are displayed on the windows of local business partners to spark community conversation and involve the business community in caring for the environment that sustains them. An interpretive sign at each display explains main points with a QR code to Wildbluesea's website to learn more and get involved.
Educational window displays: 400 living Red Mangrove propagules with educational sign displayed at 20 businesses from November 2024-early June 2025. Estimated 200,000+ views by residents and visitors.
Displays require weekly maintenance: Team of 10 Jupiter High School Environmental Academy students and 6 community volunteers contributed 700 volunteer hours. Business owners and staff engaged in furthering mangrove awareness with their customers: 160
Mangrove Education/public engagement outreach tables: Pinder's Seafood 60th Birthday (6 volunteers, estimated 500 public interactions), Bagel Bistro (4 volunteers, estimated 800 interactions), Jupiter Jubilee (4 volunteers, estimated 600 interactions), Shakespeare by the Sea (8 volunteers, 800 interactions). Held mangrove education/beach cleanup event at Coral Cove Park in partnership with Volo Foundation's Climate Week (10 volunteers, 40 interactions)
Jupiter small business partners include Pinder's Seafood, Modern Juice, Ocean Magic, Soul Rebel, Food Shack, The Nook, Jupiter Inlet Car Wash, Oceana Coffee Roasters, Jupiter Farms Massage, Sand and Salt Salon and Hibiscus Streatery (10 partners in Tequesta) In early June, we took down the displays and held 2 potting workshops attended by 40 residents who made mangrove "seed bombs" where they are wrapped in burlap with substrate so roots can take hold. The workshops included an environmental education presentation and participant discussion. These community grown mangroves are scheduled to be planted at JILONA shoreline restoration south of Cato's Bridge. We will invite the community to participate.

If you are a past funding recipient, please include information on the success of the past programs/services and how the success was measured (tangible accomplishments and/or metrics).

Also, please explain how the past funding was put to use or applied to those programs/services.

Total Program Budget ($)

30,000

Cost Per Beneficiary (total cost divided by number of residents served) ($)

.47

of Jupiter Residents Served Annually

63,000

Names of Board Members

Linda Emerson
Joe DePinto
Janet Herbert

Please list the organization's board members.

Please note that any current board members cannot be staff of the Town of Jupiter due to conflict of interest.

Other Major Funders

Surfings Evolution and Preservation license plate $8000/2024, $6000/2025, $7500/2026

Please list your other major funders and amounts here ($10,000+).

Additional information

-Wildbluesea is only the second non-profit to qualify for and hold a federal annual permit with the BLM for programs at the Jupiter Inlet Lighthouse Outstanding Natural Area. At the confluence of the ocean, inlet, river and lagoon, this unique location allows participants to experience how all four waterways connect and are part of our community during/; programs, gatherings and events. Our goal is to give everyone the chance to appreciate Jupiter's natural beauty and be reminded that the waterways are part of everything in our community from economy to well-being. In our first permit year, we offered 13 programs on site and over 300 local residents attended. Last spring we partnered with Jupiter business Little Moirs for a Sea to Table dinner on the Lighthouse deck, bringing everyone together for fun and meaningful discussion by the inlet. In June, we held Jupiter Waterways Celebration with live music, a presentation on the history of surfing in Jupiter, a picnic dinner and the chance to share memories and stories as a living history of Jupiter waterways. We hope to make this an annual event.
-We pride ourselves on being innovative and ahead of the curve with focus on effective, long-term impact. Our Blue Mind Reset program series held Tuesday nights on the Jupiter Lighthouse deck weaves ecology, art and music in a program aimed to improve well-being and strengthen our relationship with each other and the natural world.
-We are in our third year of partnering with Jupiter High School/JERFSA Blue Team students. They have participated in installing displays, maintaining and planting mangroves and sharing education at outreach tables. They participated in a beach cleanup and outreach for our Climate Week event with VoLo Foundation. Through our expertise, we are able to mentor young environmentalists as well as provide service hours.
-Founder/Executive Director Linda Emerson is a Jupiter resident since 1975. Her pioneering career in marine conservation embodies a life of dedication to the ocean. Her diverse body of work focuses on nurturing our connection with the natural world and each other. Her multi-disciplinary projects have touched tens of thousands of people from professional conference attendees to students and at-risk youths, the general public attending outreach events to volunteers in sea turtle nesting programs. She is known in Palm Beach Co. and beyond for visionary, collaborative science-based projects and programs that at their core recognize and celebrate our interdependence and emotional connection to nature, especially within the North Atlantic watershed. In 2021, she was awarded the Blue Friend of the Year from Loggerhead Marinelife Center for exemplifying significant contributions in marine conservation through work-related activities.

Please share any additional information on your organization, programs or services that is not included above.

TOWN OF JUPITER
Work Order 6 to Kirchman Construction Co. for the Indian Creek Park Restroom project.

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approving Work Order 6 to Kirchman Construction Co. (Contract EPW2025-34A) for the Indian Creek Park Restroom project in the amount of $434,921.

EXECUTIVE SUMMARY
Town staff seeks Town Council approval of Work Order No. 6 from Contract EPW 2025-34A with Kirchman Construction Co. for the Indian Creek Park Restroom Building in an amount not to exceed $434,921.

Work Order No. 6 authorizes Kirchman Construction Co. to construct a new 688 square foot restroom building at Indian Creek Park. The scope of work includes but is not limited to: furnish all labor, materials, equipment, building components, and services for the construction and final completion of the new restroom building, associated site work, and utility connections.

Additional funding in the amount of $37,504 is needed to supplement the project budget.

This work order will fall under an existing contract 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 on December 2, 2025. Staff has determined that Kirchman Construction Co. can provide the necessary contracting services for the new Indian Creek Park restroom building.

The Indian Creek Restroom project and cost estimate were identified in the Request for Proposal bid package as a larger scale project to be performed within the continuing construction services contract.

Approval of this item will authorize the Town Manager to execute Work Order No. 6 with Kirchman Construction Co. in an amount not to exceed $434,921 for the Indian Creek Park Restroom Building project.

STRATEGIC PRIORITY
- Safety
- Manage Growth

ATTACHMENTS

1. Work Order
2. CIP Sheet
3. Procurement Memo

FUNDING SOURCE

Amount of this Request	$434,921	
Amount Approved in Budget	$397,417	Sources: 31032572-563000-R2200 Indian Creek Restroom Other Improvements
Additional Funding Requested	$37,504	Sources: General Fund - Reserves

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

CONTRACT #: **EPW 2025-34A**
CONTACT NAME: **Kirchman Construction Co.**
WORK ORDER NO.: **6**
PROJECT NAME: **Indian Creek Park Restroom Building**

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 $434,920.44 all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time:	**180** calendar days
Final Completion Time:	**210** calendar days upon issuance of the Punchlist *(Pursuant to Section 218.735, Florida Statutes)*
Liquidated Damages:	**$1,685.00** per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 25th 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: 02/17/2026

ATTN: Mr. Dereck Winning

PROPOSAL

PROJECT: Town or Jupiter
Indian Creek Park Restroom
1795Indian Creek Drive
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 a new bathroom facility.

Base Bid: Four Hundred Thirty-Four Thousand Nine Hundred Twenty Dollars & 44 /100--------- $434,920.44

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.

INCLUSIONS:

- Refer to the attached subcontractor back up for all items included
- Per plans dated December 06,2025 by WGI
  S-001, S-002, S-100, S-101, S-200, S-400, M-100, M-200, M-201, M-202, M-203, M-204, P-001, P-100, P-200, P-201, P-202, P-203, P-204, P-205, P-206, E-001, E-002, E-003, E-004, E-100, E-200, E-300 – All for the bathroom work
- Per plans dated December 7, 2025, by WGI LC-100, C-002, C-100, C-200, C-300, C-400, C-401, C-402 only at the restroom footprint is work included. LD-100, LP-100-, LP-500, LP-600, IP-100, IP-500 Landscape is only at the building per the plant schedule Same for the irrigation, only at the building

EXCLUSIONS:

- Refer to the attached subcontractor back up for all items deleted
- Building permit fees
- Impact fees
- Utility fees

CLARIFICATIONS:

a) Exclude all underground utilities, it appears all are installed.
b) Tree protection, except one tree

KIRCHMAN CONSTRUCTION CO.

1241 S E Indian Street Suite 108 STUART, FL 34997
Phone: (772) 283-4256
Fax: (772) 283-1570

RFP# EPW2025-34
Indian Creek Park Restroom Building

2/17/2026

Sections of Work	DESCRIPTION	LABOR	MATERIALS	SUBCONTRACTORS
DIVISION 01				
Supervision - part time 14 weeks/70 work days/560 hours	560 man hrs X $81.00	$45,360.00	$0.00	$0.00
Project Manager - part time 7 weeks/35 work days/280 hours	280 man hrs x $81.00	$22,680.00	$0.00	$0.00
Construction cell phone	4 month X $100/Month	$0.00	$400.00	$0.00
Temporary Construction Toilet	4 months X $185/Month	$0.00	$740.00	$0.00
Dumpster/Debris Removal	4 dumps 20 cy dumpster @ $625	$0.00	$2,500.00	$0.00
Temporary Construction Fence	Approx 265 lnft x $16/ft fence	$0.00	$4,240.00	$0.00
Plans/copies/prints		$0.00	$325.00	$0.00
Jobsite photos for daily reports program		$0.00	$335.00	$0.00
Directional Signs/Safety Signs		$0.00	$345.00	$0.00
Construction Clean up	8 hrs/week x 12 weeks x $35.00	$3,360.00	$225.00	$0.00
Safety/First Aid/OSHA Compliant		$0.00	$245.00	$0.00
Gas/Truck Expense	4 months X $500/month	$0.00	$2,000.00	$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	$2,384.11	$0.00
Payment & Performance Bond		$0.00	$7,223.00	$0.00
NOC/Recording of Payment and Performance Bond		$0.00	$75.00	$0.00
DIVISION 02				
Sitework	McGregan & Associates	$0.00	$0.00	$2,310.00
Silt Fence	300 lnft x .55/lnft + $63.00/hr X 16hrs	$1,008.00	$165.00	$0.00
Landscape and Irrigation	Chris Wayne and Associates	$0.00	$0.00	$20,914.00
Surveyor - Allowance Item	Surveyor	$0.00	$0.00	$6,000.00
Box blade/fine grade hand	16hrs/week x $35.00	$560.00	$450.00	$0.00
DIVISION 03				
Concrete/Masonry/Rough Carpentry Building Shell Package	Coastal Building Contractors	$0.00	$0.00	$53,515.70
DIVISION 04				
DIVISION 05				
DIVISION 06				
Wood Trusses - Material Only Furnished to the Site	Scosta Corporation	$0.00	$2,556.02	$0.00
Carpentry - Backing and Phone Board and Rough Hardware	16 man hrs x $63.00	$1,008.00	$335.00	$0.00
DIVISION 07				
Roofing and Gutters	Embrick Enterprises	$0.00	$0.00	$11,055.00
DIVISION 08				
Doors/Frames/Finish Door Hardware	Precision Building Products, Inc.	$0.00	$0.00	$13,700.00
DIVISION 09				
Stucco - Ceilings/Soffits and Lap Sideing	Tradsmen Quality Plastering	$0.00	$0.00	$25,600.00
Epoxy Quartz Flooring	All Bright Floor Restoration	$0.00	$0.00	$14,523.00
Painting	A-1 Painting	$0.00	$0.00	$4,925.00
DIVISION 10				
Toilet Partitions/Toilet Accessories/Vanities	All Specialty Sales	$0.00	$0.00	$11,432.00
Vanity Mirrors	6 man hrs x $63.00	$378.00	$670.00	$0.00
DIVISION 11				
DIVISION 12				
DIVISION 13				

DIVISION 14				
DIVISION 15				
HVAC	DLM Heat and Air LLC	$0.00	$0.00	$6,214.00
Plumbing	Dave's Plumbing	$0.00	$0.00	$51,162.46
DIVISION 16				
Electrical	CEI Electric	$0.00	$0.00	$43,550.00
Sub Total		$75,866.00	$25,568.13	$264,901.16
Contractors Fee on Materials @ 10%			$2,556.81	
Contractors Fee on Subcontractors @ 10%				$26,490.12
Sub Totals		$75,866.00	$28,124.94	$291,391.28
Total for Labor, Material and Subcontractors	$395,382.22			
10% Owner's Contengency	$39,538.22			
TOTAL PROJECT COST	**$434,920.44**			

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2026 - 2030

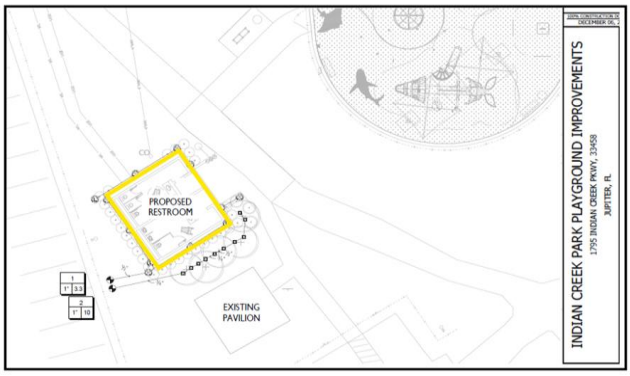
Project Name:	**Department:**	
Indian Creek Park Restroom Building	Parks and Recreation	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Green, Blue & Open Spaces	R2200	2026

Project Description and Justification:

To achieve the desired park amenities that were discussed with the community, making this park become the Town's flagship park, a list of new amenities was created, including a new restroom. The design and construction of a new restroom is planned to be completed FY26/Q4. To achieve this goal, the following milestones have been established:
•Dec. 2025: complete construction of utilities infrastructure for restrooms.
•Feb. 2026: ICP Restroom Design/Build RFP out for bid.
•Apr. 2026: NTP (notice to proceed) issued for contractor to commence construction.
•Sep. 2026: ICP Restroom construction complete.

Location(s) and Program Schedule			**In-Service**	
Fiscal Yr	**Scope**		**FY/Qtr**	**Budget**
2026	Design and construct restroom facility.		2026/4	$ 200,000
2027				
2028				
2029				
2030				

Project Photo(s) / Map of Location



TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2026 - 2030

Project Name:	**Department:**
Indian Creek Park Restroom Building	Parks and Recreation
Link to Strategic Plan/Strategic Result:	**Project #:**
Green, Blue & Open Spaces	R2200

Project Budget:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$10,000	$0	$0	$0	$0	$0	$10,000
Engineering	$65,000	$0	$0	$0	$0	$0	$65,000
Construction	$375,000	$200,000	$0	$0	$0	$0	$575,000
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$450,000**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$650,000**

Funding Sources:	**Prior to 2026**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total**
General revenues	$450,000	$200,000	$0	$0	$0	$0	$650,000
CRA funding	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Open space	$0	$0	$0	$0	$0	$0	$0
Fire impact fees	$0	$0	$0	$0	$0	$0	$0
Police impact fees	$0	$0	$0	$0	$0	$0	$0
Recreation impact fees	$0	$0	$0	$0	$0	$0	$0
Road impact fees	$0	$0	$0	$0	$0	$0	$0
Escrow/Contribution	$0	$0	$0	$0	$0	$0	$0
Grant revenues							
CDBG	$0	$0	$0	$0	$0	$0	$0
FDOT	$0	$0	$0	$0	$0	$0	$0
FEMA Hazard Grant	$0	$0	$0	$0	$0	$0	$0
LRPI	$0	$0	$0	$0	$0	$0	$0
Grant (TBD)	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water revenues	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$0	$0	$0	$0	$0	$0	$0
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Building revenues	$0	$0	$0	$0	$0	$0	$0
Insurance proceeds	$0	$0	$0	$0	$0	$0	$0
Loan proceeds	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$450,000**	**$200,000**	**$0**	**$0**	**$0**	**$0**	**$650,000**

Previous Years:	**Prior to FY 2021**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**Total**
Amount Budgeted	$0	$0	$50,000	$25,000	$375,000	$0	$450,000
Amount Expended	$0	$0	$0	$0	$15,497	$70,055	$85,553
Current Encumbrances							$0
Remaining Available Budget							**$364,447**

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie S. Hancock*

Date: March 27, 2026

Re: Procurement Review Memo – Work Order No. 6 Contract EPW 2025-34A Kirchman Construction Co. for Indian Creek Park Restroom

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After reviewing Work Order No. 6 to Kirchman Construction Co., for the Indian Creek Park Restroom in the amount of $434,921, I have found that the procurement meets all requirements of construction services contract EPW 2025-34A.

Work order No.6 to Kirchman Construction Co. for Indian Creek Park Restroom from contract EPW 2025-34A complies with all Federal, State, County, and Local procurement requirements, including Town of Jupiter Procurement Polices and Florida State Statute Chapter 255, as applicable.

TOWN OF JUPITER
EPOC Blood Analysis Systems and Accessories

DATE	April 7, 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) EPOC Blood Analysis Systems and accessories from Siemens at $64,243.

EXECUTIVE SUMMARY

Approval of this item will authorize the Town Manager to execute the sales agreement and approve a purchase order for four (4) EPOC Blood Analysis Systems at a total cost of $64,243. The EPOC Blood Analysis System can perform rapid, comprehensive blood analysis. The EPOC Blood Analysis System uniquely analyzes multiple components with a single card and provides results within 60 seconds. The EPOC Blood Analysis System can measure pH, pCO2, pO2, TCO2, Na+, K+, Ca2+, Cl-, blood glucose, lactate, blood urea nitrogen, creatinine, and hematocrit. The Town Attorney has reviewed the attached document and finds it to be in acceptable form.

ANALYSIS

The EPOC Blood Analysis System produces blood lab results and requires strict oversight by the governing agency under the Clinical Laboratory Improvement Amendments (CLIA). To use this type of device, specific steps must be completed before inspection by CLIA or an approved accreditation organization.

Siemens is the manufacturer and distributor of the EPOC Blood Analysis System. Siemens sells directly to the end-user and is the only provider of training and technical support personnel to assist the agency in meeting all CLIA regulatory requirements for this specific device. 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. Approval of this item will authorize the Town Manager to execute the sales agreement and approve a purchase order for four (4) EPOC Blood Analysis Systems at a total cost of $64,243.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Siemens - Quote
2. Single Source Approval and Justification Memo
3. Notice of Intent
4. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$64,243	
Amount Approved in Budget	$64,243	Sources: Operating Supplies 04534126-552000 Machinery and Equipment 04534126-564000 Books, Dues, Pubs, and Subscriptions 554000-04534026
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.

SIEMENS Healthineers

EQUIPMENT SALE AGREEMENT

Legal Name:	JUPITER FIRE RESCUE	Group Purchasing Organization:	NO PRIMARY
Customer Name:	JUPITER FIRE RESCUE	Sold to Customer #:	371522
Address:	210 MILITARY TRAIL	Payment Terms:	Net 30 days from date of invoice
City, State, Zip:	Jupiter, FL, 33458	Shipping & Handling:	FOB Destination
		Approved	02/11/2026

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 180 days of Approved date above.

JUPITER FIRE RESCUE (“Customer”) agrees to purchase and Siemens Healthcare Diagnostics Inc. (“Siemens Healthineers” or “Siemens") agrees to sell the equipment listed below (“Equipment”) in the quantity and at the price(s) listed below. For all purposes hereof, this Equipment Sale Agreement is effective as of the date of the last signature of the parties herein ("ESA Effective Date").

QTY	Part #	Description of Equipment	Price	Extended Price
		epoc Product Line:		
4	10736398	epoc Reader	$ 5,500.00	$ 22,000.00
4	11413475	epoc NXS Host - US	$ 3,600.00	$ 14,400.00
4	11413889	Martel Unicode Printer	$ 890.00	$ 3,560.00
1	10736409	EDM Lite	$890.00	$890.00

Total:	**$ 40,850.00**
Shipping & Handling:	**Included**
Total Price:	**$ 40,850.00**

This Equipment Sale Agreement ("ESA"' or "Agreement") is subject to the Terms and Conditions attached hereto and made a part hereof.

If Customer is returning on-site equipment in conjunction with this ESA, such equipment (“Returned Equipment”) shall be identified by instrument type(s) and serial number(s) in the table below. Customer represents that there are no liens or encumbrances on the Returned Equipment. Customer agrees to deliver the Returned Equipment to Siemens Healthineers within sixty (60) days after the installation of the Equipment purchased hereunder. Upon Siemens Healthineers' receipt of Returned Equipment, Customer’s title and interests in “Returned Equipment”, if applicable, shall pass from Customer to Siemens Healthineers. In the event any item(s) of Returned Equipment is/are omitted from the table below, Customer makes the same representations and agreements regarding such omitted Returned Equipment.

QTY	Description of Returned Equipment

EQUIPMENT SALE AGREEMENT TERMS AND CONDITIONS

1) COMPLETE AGREEMENT. This Equipment Sale Agreement, including these Terms and Conditions (collectively, “the ESA” or "Agreement"), constitute the entire agreement between Customer and Siemens Healthineers relating to the sale of the Equipment by Siemens Healthineers to Customer. Siemens Healthineers’ acceptance of Customer's purchase order is made on the condition that this ESA shall govern the sale of Equipment by Siemens Healthineers to Customer. Siemens Healthineers hereby objects to and rejects all additional, conflicting or inconsistent terms or conditions and any such terms or conditions submitted by Customer shall have no effect and shall not be part of the contract between Customer and Siemens Healthineers for the purchase and sale of Equipment. Failure of Siemens Healthineers to object to any provision contained in any order or other communication from Customer shall not be construed as a waiver of the terms and conditions set forth herein or an acceptance of any such provision. No addition to, modification of, or waiver of any provision of this ESA shall be binding upon either party unless made in writing and signed by authorized representatives of both parties. To authorize shipment of the Equipment, please attach a signed copy of this ESA to your purchase order.

2) DELIVERY; TITLE; ACCEPTANCE. Delivery of the Equipment is subject to Siemens Healthineers’ standard delivery terms and shipping policy which may be updated from time to time. Siemens Healthineers' standard delivery terms and shipping policy can be found at: https://www.siemens-healthineers.com/en-us/services/laboratory-diagnostics/service-and-support/shipping/heathcare-shared-network. Siemens Healthineers will make commercially reasonable efforts to meet the delivery dates quoted or acknowledged, but will not be liable for its failure to meet such dates. Upon Siemens Healthineers making delivery of the Equipment to the Customer’s facility (the "Premises"): (i) title to and responsibility for the Equipment shall pass to Customer, and (ii) the Equipment shall be deemed accepted by Customer. Customer may not unreasonably delay or impede delivery and acceptance of the Equipment.

3) INSTALLATION. If the Equipment requires installation, then Siemens Healthineers will install the Equipment at the Premises. This installation does not include the cost of preparation of the Premises. Such preparation will be the sole responsibility of the Customer and may include, but may not be limited to, installing separate (dedicated) electrical and telephone circuits and/or network connections, air conditioning, plumbing, humidity control and any structural changes that may be required. In the event the parties agree on a delivery date for Equipment, any changes on the committed date for Equipment delivery caused by the Customer may result in the Customer incurring additional charges, including but not limited to storage, insurance, Siemens' labor and administrative fees.

4) EQUIPMENT WARRANTY. Siemens Healthineers warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer’s published specifications when delivered. **SIEMENS HEALTHINEERS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.** Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens Healthineers’ option, the repair or replacement of the breaching Equipment or any part thereof.

Siemens Healthineers also warrants that the use of the Equipment in the form delivered to Customer and in accordance with the manufacturer's published instructions and specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment in combination with any other product or equipment not approved in writing by Siemens Healthineers. Customer’s exclusive remedy for breach of this warranty shall be set forth in the Intellectual Property Indemnification subsection of LIMITATION OF LIABILITY AND INDEMNIFICATION herein.

5) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability.

(i) The liability of Siemens Healthineers for all claims and damages arising out of or related to this ESA regardless of their legal basis, whether in contract, tort or otherwise, shall not exceed, in the aggregate the amounts paid under this ESA for the specific item(s) of Equipment in relation to which the claims arose.

(ii) **IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY INTERRUPTION OF OPERATIONS, LOSS OF PRODUCTION, LOSS OF INTEREST, INCOME, PROFIT OR SAVING, LOSS OR CORRUPTION OF DATA, LOSS OF USE, COSTS ASSOCIATED WITH DATA RECOVERY OR RE-CREATION, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SIEMENS HEALTHINEERS WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

(iii) The limitation and exclusion of liability in subsection (a)(i) of this Section shall not apply to bodily injury and death of human beings to the extent caused by Siemens Healthineers, cases of willful misconduct and to the extent that liability cannot be limited under applicable laws.

(iv) Except as prohibited by law, any claims against Siemens Healthineers shall be time-barred 12 months after the event giving rise to the respective claim, or in the case of continuous occurrence, its initial onset.

(v) Any limitations and exclusion of liability shall also apply to the benefit of Siemens Healthineers, its officers, directors, employees, agents, and subcontractors.

(b) General Indemnification. Siemens Healthineers and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the “Indemnitees”) harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney’s fees) imposed upon or incurred by or asserted against any of the Indemnitees (“Claims”) for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the grossly negligent or intentionally wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this ESA, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle the Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment, or parts thereof, violate the infringement warranty set forth in the Equipment Warranty Section herein, then Customer shall promptly notify Siemens Healthineers in writing and give Siemens Healthineers information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens Healthineers shall, at its own expense, defend or settle such Claim, procure for the Customer the right to use the Equipment, or remove, modify, or work with the manufacturer of the Equipment to modify the Equipment to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens Healthineers, then Customer shall return the Equipment to Siemens Healthineers and Siemens Healthineers shall refund to Customer the amount paid by the Customer for the Equipment, less reasonable depreciation for Customer’s use (if applicable). The foregoing

states Siemens Healthineers' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens Healthineers will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment made available to Customer by Siemens Healthineers; (ii) Customer's alteration of the Equipment without Siemens Healthineers' written authorization; (iii) use of the Equipment in combination with software or equipment not provided by Siemens Healthineers; or (iv) use of the Equipment in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens Healthineers.

The obligations of indemnity shall survive the expiration or termination of the ESA.

6) PAYMENT. Payment is due as set forth on the first page of this ESA. A service charge of one and a half percent (1½%) per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance which is not paid when due. Payment of such service charge will not excuse or cure Customer's breach or default for late payment.

Notwithstanding anything to the contrary in this ESA, the applicable Supplement(s), or any applicable Group Purchasing Agreement (based upon Customer's membership in a Group Purchasing Organization), Siemens Healthineers and Customer expressly agree that the prices are exclusive of, and Customer shall pay or reimburse Siemens Healthineers for, any taxes (including, but not limited to, value added taxes, sales taxes, good and services taxes, digital service taxes, or other similar taxes), customs and import duties and any other levied government charges in any way relating to or arising out of this ESA, or a Supplement hereto, or the Equipment, Products, or spare parts to be provided under this ESA or a Supplement hereto (collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, copies of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this MPA; and (b) Customer provides Siemens Healthineers with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes(collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate as of the Effective Date herein; (b) Customer provides Siemens Healthineers with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

In order to lower the costs of financial processing for all parties, Siemens encourages the use of electronic funds transfer via the Automated Clearing House (ACH) system. Siemens also accepts certain other forms of payment, but credit card or other surcharge processing fees may apply. For further information, please contact your local Sales Representative.

7) EQUIPMENT MAINTENANCE AND SERVICE.

(a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use and in accordance with the Instructions For Use, (iii) ensure all operators of the Equipment are Trained Operators (as defined in the TRAINED OPERATORS Section herein) and (iv) provide reasonable on-site access to Siemens and its agents to inspect the Equipment. Failure of Customer to satisfy such maintenance obligations may, at Siemens Healthineers sole discretion, result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

(b) Equipment Service. If Service is specified on this ESA ("Service"), then Service shall be performed in accordance with and subject to the Attachment B Service Standard Terms and Conditions. Service will be provided for the number of years indicated on this ESA ("Coverage Term"). For each item of Equipment, the Coverage Term shall commence upon one of the following, as applicable; i) the Mechanical Installation date for Equipment that is subject to Mechanical Installation or ii) the delivery date for Equipment that is not subject to Mechanical Installation.

8) ADDITIONAL TERMS AND CONDITIONS FOR SMART REMOTE SERVICES.

(a) Equipment, Upkeep and Maintenance. The smart remote services ("SRS") provided by Siemens Healthineers permit improvements in anticipating maintenance and other issues that may arise in connection with Equipment and, consequently, can improve scheduling of appropriate Service. THE SRS THAT THE SOFTWARE PERMITS SIEMENS HEALTHINEERS TO PROVIDE ARE NOT A SUBSTITUTE FOR, OR SERVE TO DIMINISH IN ANY WAY, CUSTOMER'S DUTY TO EXERCISE APPROPRIATE DILIGENCE AND CARE IN OPERATING AND MAINTAINING THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE TO PERFORM ALL ROUTINE AND PERIODIC MAINTENANCE CHECKS AND PROCEDURES ON THE EQUIPMENT AND THAT CUSTOMER RETAINS THE DUTY TO FOLLOW ALL APPROPRIATE PROCEDURES AND SAFEGUARDS TO THE SAME EXTENT AS THOUGH THE SOFTWARE WERE NOT INSTALLED AND SIEMENS HEALTHINEERS WERE NOT PROVIDING SRS.

(b) Remote Diagnostics. Customer shall provide Siemens Healthineers with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens Healthineers to provide SRS under this MEPA. Remote access will be established through a high-speed internet-based connection to Siemens Healthineers Data Center utilizing Applicable Equipment requirements. Customer hereby acknowledges Siemens Healthineers may require remote access in order to provide SRS under this MEPA. In the event that Customer fails to provide or maintain the remote access connection, then Siemens Healthineers shall have the option to terminate this MEPA and any applicable Supplements or schedules hereto. Customer declining or being unable to remote troubleshoot with Siemens Healthineers may result in a service visit invoiced by Siemens Healthineers at then-current rates for travel and labor.

(c) System Monitoring. Siemens Healthineers provides SRS for remote monitoring of certain Siemens Healthineers Equipment used by Customer and described in the Supplement ("Applicable Equipment"). In connection with such SRS, Siemens Healthineers uses certain SRS software, a persistent online connection between Siemens Healthineers or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens Healthineers monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system.

In the event that Customer fails to provide or maintain the SRS Connection for the Applicable Equipment, then Siemens Healthineers shall have the option to terminate this MEPA and any applicable Supplements or schedules hereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week.

For the purposes of this SRS Connection Section, 'Security Concept' means Siemens Healthineers IT security concept, which can be found under the following link or which Siemens Healthineers will send to Customer upon request:
https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services.
'Customer Data' means any data and/or information sent or inputted into the Applicable Equipment or otherwise provided by or on behalf of Customer or extracted from the Applicable Equipment by or on behalf of Siemens Healthineers to the extent relating to Customer. Customer Data shall not be read to include Technical Data. 'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device Service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data); (iv) any reagents and consumables loaded onto the Applicable Equipment, including Customer Data related to the reporting of CPRR Results if applicable; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment Service requirements. 'Cyberthreat' means any circumstance or event with the potential to adversely impact the Equipment via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of Service rendering the Equipment unavailable or inoperable. 'EOS Date' means End of Support Date, the date Siemens Healthineers notifies Customer that the Service parts and any other services for the Equipment will no longer be available and Siemens Healthineers will cease offering Service for such Equipment. 'Insignificant' means a categorization of a Vulnerability the exploitation of which, taking into account the individual Equipment attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Equipment's secure operation or provide access to personal information. 'IT Security' means safeguarding the uninterrupted operation of the Equipment against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Equipment. 'Patch(es)' means an Equipment and/.or operating system (OS) update that addresses security vulnerabilities within the Equipment. 'Vulnerability' means a weakness in the Equipment that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Siemens Healthineers and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended Service plan, then Siemens Healthineers, its affiliates and other companies engaged by Siemens Healthineers are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

(d) Access to Data and Use of Data. Customer acknowledges and agrees that Siemens Healthineers may in the provision of Equipment, Products, and services under the Agreement collect Customer Data associated with installation, validation, use, and servicing of the Applicable Equipment or the Products used in conjunction with the Applicable Equipment. The Customer Data may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). ANY SUCH USE BY SIEMENS HEALTHINEERS OF ANY SUCH CUSTOMER DATA WILL SPECIFICALLY EXCLUDE (i) DISCLOSURE OF ANY SPECIFIC PATIENT IDENTIFICATION AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS HEALTHINEERS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION. Customer hereby irrevocably permits Siemens Healthineers and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

(e) Customer Obligations for SRS Connection.
(i) Customer shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Customer's own expense to a secured telecommunications link via a broadband connection and Customer shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection);
(ii) Customer shall support Siemens Healthineers in protecting against Cyberthreats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Customer's IT infrastructure;
(iii) Customer shall not connect Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens Healthineers;
(iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens Healthineers IT infrastructure; and
(v) Customer shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Siemens Healthineers IT infrastructure.

(f) Customer's Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Customer shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:
(i) network scanning or penetration testing shall not be performed during clinical use of the Equipment and should optionally be scheduled, with Siemens Healthineers' assistance, during downtime;
(ii) the system configuration and/or IT Security controls of the Equipment as stated in the MDS2 and/or Security Whitepaper provided or made available by Siemens Healthineers at, or prior to, the time of delivery must not be modified;
(iii) if during the deployment of the Equipment, Vulnerabilities are identified by Customer, Customer shall align with Siemens Healthineers regarding the severity of the Vulnerabilities taking into account the individual Equipment attributes and intended operating environment and shall not refuse acceptance of the Equipment, if the Vulnerability is classified as 'low' by Siemens Healthineers using the Common Vulnerability Scoring System ("CVSS"); and
(iv) Siemens Healthineers' initial response to Customer's inquiry on a Vulnerability will be within fifteen (15) days. Siemens Healthineers will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Customer. Siemens Healthineers will periodically release Patches depending on the age of the device and Equipment version. If Siemens Healthineers determines the Vulnerability to be critical and uncontrolled, Siemens Healthineers will communicate this determination to Customer within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Siemens Healthineers' determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Customer onto

the Equipment. In the event of a Vulnerability that is reasonably determined by Customer to constitute an emergency (meaning that the Equipment must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Siemens Healthineers will collaborate with Customer to jointly determine the most prudent action necessary in light of the circumstances.
(v) Customer is responsible for preventing unauthorized access to the Equipment licensed to Customer, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Siemens Healthineers in the instructions for use and only when appropriate security measures (e.g., firewalls, network Customer authentication and/or network segmentation) are in place.
(vi) USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by Siemens Healthineers in the instructions for use and only when the risk of a malware infection of the Equipment is minimized through malware scanners or other appropriate means.
(vii) The Equipment undergoes regular development to further improve its IT Security. Siemens Healthineers strongly recommends that Equipment updates be applied as soon as they are available and that the latest Equipment versions are used by Customer. The latter might include the purchase of upgrades of hardware and equipment by Customer; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Equipment Specification will be provided without additional charge. Use of Equipment versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Customer's exposure to Cyberthreats.
(viii) Customer shall notify Siemens Healthineers without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Equipment. Disclosure by Customer of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Siemens Healthineers.
(ix) If Siemens Healthineers provides a Patch via SRS or for download, Customer shall promptly install the Patch in accordance with the respective installation instructions given by Siemens Healthineers.

(g) Siemens Healthineers Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Siemens Healthineers shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Siemens Healthineers becomes aware of a Vulnerability that Siemens Healthineers does not classify as Insignificant, it shall make available Patches until the EOS Date, until the termination of this MEPA, or up to ten (10) years following Equipment delivery, whichever occurs first, provided that Customer's Equipment version is the most recent or at least the penultimate version at the given time, except in the case of third-party Equipment where the respective Equipment provider does not have a Patch available, Siemens Healthineers will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Siemens Healthineers becoming aware of such Vulnerability.

In the case of third-party Equipment, Siemens Healthineers will make the Patch available to Customer without undue delay after such Patches are made available by Siemens Healthineers' licensors and Siemens Healthineers performs the required testing and validating on the Equipment. Depending on the severity of the Vulnerability as determined by Siemens Healthineers (after consultation with Customer), Siemens Healthineers may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Customer enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Customer for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Customer regardless of contract status, and will be implemented by Siemens Healthineers regardless of who may otherwise be servicing the Equipment; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Customer and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SIEMENS HEALTHINEERS ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

(i) Customer's intrusive IT Security testing;
(ii) unauthorized modification of the system configuration or IT Security controls of the Equipment;
(iii) the installation of Patches which are not authorized by Siemens Healthineers;
(iv) Customer delaying the self-installation of Patches made available by Siemens Healthineers via SRS or for download;
(v) Hacker attacks, Cyberthreats or related preventative measures; or
(vi) Failure to perform and maintain adequate backups of Customer's data.

(h) SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided “as is” and Siemens Healthineers does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens Healthineers will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration or other problem with Customer`s infrastructure.

(i) Update of Terms and Security Concept. Siemens Healthineers shall setup the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens Healthineers for the establishment of the SRS Connection according to the Security Concept. Siemens Healthineers shall be entitled to modify and/or update the terms of this Additional Terms and Conditions for Smart Remote Services Section. SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Siemens Healthineers shall inform Customer of changes by giving Customer at least thirty (30) days‘ prior written notice. Siemens Healthineers will provide Customer with access to the updated terms and conditions.

(j) Certification of SRS. The Siemens Healthineers service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens Healthineers shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

(k) SRS Connection Termination. Siemens Healthineers shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens Healthineers, acting reasonably, is of the opinion that the SRS Connection to one or more of Customer’s Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Siemens Healthineers.

(l) SRS Intellectual Property. Siemens Healthineers (and its licensors, where applicable) will retain all intellectual property rights relating to the Equipment, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer which are hereby assigned to Siemens Healthineers.

9) TRAINED OPERATORS. Customer agrees that only operators who can independently demonstrate the ability to identify hardware and perform all daily tasks required for sample processing, including all maintenance activities, and perform basic troubleshooting tasks ("Trained Operators"),

will operate the system. All operators of the Equipment must be Trained Operators before Customer's clinical use of the Equipment. Customer must be able to document Training and provide to Siemens Healthineers upon request.

A Trained Operator shall be made available to Siemens Healthineers, or its authorized Service provider, to describe Equipment malfunctions to Siemens Healthineers representatives by telephone and who shall be qualified to perform simple adjustments and corrections as requested by Siemens Healthineers representative.

Untrained users operating the system may result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

10) CONFIDENTIALITY. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens Healthineers, including: (i) the terms of this ESA (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this ESA, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens Healthineers.

11) COMPLIANCE WITH EXPORT CONTROL REGULATIONS. (a) Customer shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

(b) Upon request by Siemens Healthineers, Customer shall promptly provide Siemens Healthineers with all information pertaining to the particular destination and the particular intended use of the Equipment, and/or Service. If applicable, Customer will notify Siemens Healthineers prior to Customer disclosing any information to Siemens Healthineers that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens Healthineers.

(c) Customer will indemnify and hold harmless Siemens Healthineers, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Compliance With Export Controls Section, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer will compensate Siemens Healthineers for all losses and expenses resulting thereof.

12) TECHNICAL ASSISTANCE. The warranty set forth herein shall not be enlarged, diminished or affected by, and no obligation or liability shall arise from, Siemens Healthineers' rendering of technical advice, assistance, or Service in connection with Customer's selection, purchase, or use of the goods furnished hereunder. Customer is not relying on Siemens Healthineers' skill or judgment to select suitable goods.

13) CERTIFIED INTEGRATED SYSTEM. The Equipment is designed and certified by regulatory authorities as an integrated instrument/reagent/consumable system. Use of unapproved parts or consumables with the Equipment will void any and all warranties and all obligations of Siemens Healthineers under any warranty or Service contract Customer may have with Siemens Healthineers.

14) ASSIGNMENT AND CHANGE OF CONTROL. This ESA is not assignable or transferable by Customer, in whole or in part, except with the written consent of Siemens Healthineers, which will not be unreasonably withheld. Customer must provide Siemens Healthineers with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products.

15) DISCLOSURE OF DISCOUNTS. Customer agrees that it must fully and accurately report prices paid under this ESA, net of all discounts (including without limitation partial subsidization of a Laboratory Information System (LIS) connection, water system connection, or reagents and consumables used for calibration and installation) as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this ESA, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

16) ACCESS TO BOOKS AND RECORDS. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Equipment, or services pursuant to this ESA, Siemens Healthineers shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives or agents, copies of this ESA and any books, documents, records or other data of Siemens Healthineers that are necessary to certify the nature and extent of any costs incurred by Customer for such Equipment and services. If Siemens Healthineers carries out any of its duties under this ESA through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Siemens Healthineers will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Equipment or Service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives or agents, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Customer for such Equipment or Service.

17) CORPORATE COMPLIANCE. Each of the parties acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it is responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance. A copy of each party's compliance program and code of conduct is available upon request.

18) INDEPENDENT CONTRACTOR. Nothing in this ESA shall confer upon any person other than the parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The parties agree that they are independent contractors and not agents of each other.

19) EXCLUDED PROVIDER. Customer and Siemens Healthineers each represent to the other that (i) it is not and at no time has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federally funded health care program, including Medicare and Medicaid (collectively, "Debarment" or "Debarred", as applicable) and that it shall promptly notify the other party of any threatened, proposed or actual Debarment prior to the completion of such party's obligations under this ESA; and (ii) it shall not knowingly employ or contract with, with or without compensation, any individual or entity engaged to provide services under the ESA (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with subsection (ii), each party shall make reasonable inquiry into whether any Agent contracted or arranged by it to fulfill the terms of this ESA has been so excluded.

20) END USER CERTIFICATION. Customer represents warrants and covenants that it is acquiring the Equipment for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financing arrangements that have been approved by Siemens Healthineers).

21) MISCELLANEOUS.(a) Siemens Healthineers is willing to sell goods to Customer only in consideration of and in reliance upon the provisions contained herein limiting Siemens Healthineers' exposure to liability. Such provisions constitute an essential part of the bargain underlying this purchase and sale of Equipment, and have been reflected in the purchase price and other consideration agreed upon by the parties.

(b) Force Majeure. Siemens Healthineers shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, epidemics, pandemics, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Siemens Healthineers may reasonably extend delivery or production schedules or, at its option, cancel the purchase of Equipment hereunder in whole or part without liability other than to return any unearned deposit or prepayment.

(c) This ESA contains all the terms and conditions with respect to the sale and purchase of the Equipment named herein and no modification of this ESA shall be of any force unless such modification is reduced to writing and signed by an authorized representative of each party.

(d) If Siemens Healthineers fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver, or at such other time that Customer fails to perform any of Customer's obligations.

(e) THIS ESA SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF THE ADDRESS OF THE CUSTOMER AS REFLECTED IN THIS ESA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL OR STATE COURTS LOCATED IN SUCH STATE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS ESA TO THE EXTENT PERMITTED BY LAW; (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS ESA OR THE TRANSACTION CONTEMPLATED HEREBY.

(f) Siemens Healthineers may invoice and Customer shall pay any cost(s) incurred by Siemens Healthineers that result from changes that Siemens Healthineers reasonably determines to be directly attributable to Customer. Siemens Healthineers shall notify Customer and request a purchase order to facilitate the payment of such cost(s) prior to the implementation of such change(s).

(g) NOTICES. All notices (other than the notices and communications about support sent as provided in Section 14 of Attachment B, which may be sent electronically) sent to the other party pursuant to this Agreement which are required to be in writing must be delivered by hand, certified or registered mail, postage prepaid, return receipt requested, or by overnight courier, to the following persons:

(i) For Siemens:

Chief Financial Officer
Siemens Healthcare Diagnostics, Inc.
40 Liberty Blvd
Malvern, PA 19355

And

General Counsel - North America
Siemens Healthcare Diagnostics, Inc.
40 Liberty Blvd
Malvern, PA 19355

With a copy to: legalnotices.team@siemens-healthineers.com

(ii) For Customer:

_____
_____
_____
Attn:
Phone:

All notices will be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card. Customer grants Siemens the right to store Customer employee names, numbers, email addresses and contact information for use in connection with this Agreement.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Equipment Sale Agreement as of the ESA Effective Date.

CUSTOMER:

_____
Signature Date

_____
Name (Print)

_____
Position (Print)

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

_____
Signature Date

_____
Name (Print)

_____
Position (Print)

_____
Signature Date

_____
Name (Print)

_____
Position (Print)

511 Benedict Ave, Tarrytown, NY 10591
Address

MASTER PRODUCTS AGREEMENT

Legal Name:	JUPITER FIRE RESCUE		
Customer Name:	JUPITER FIRE RESCUE		
Address:	210 MILITARY TRAIL		
City, State, Zip:	Jupiter, FL, 33458	Sold to Customer #:	371522

This Master Products Agreement (“MPA” or "Agreement") by and between Siemens Healthcare Diagnostics Inc. (“Siemens Healthineers” or "Siemens”), and the party identified under “Legal Name” (or “Customer Name” if no “Legal Name”) in the heading above (“Customer”) is effective as of the date of Siemens Healthineers’ execution (“MPA Effective Date”).

1) PURPOSE. The purpose of this MPA is to provide general terms and conditions under which Siemens Healthineers and Customer will enter into one or more individual supplements (each a “Supplement”) for the purchase of reagents (or panels), consumables and supplies (collectively, “Products”) and purchase of Service (as detailed in the EQUIPMENT MAINTENANCE AND SERVICE Section herein) for use with equipment acquired separately (“Equipment”). Each Supplement shall incorporate the terms and conditions of this MPA as well as additional terms and conditions specific to the transaction between the parties, including the term of the Supplement (“Supplement Term”).

2) MPA TERM. This MPA shall commence on the MPA Effective Date and shall remain in effect until all Supplements have been terminated or expired.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement (“Commitment Amount”). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-reportable-result ("CPRR") pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and may include a discount based on Customer’s Commitment Amount.

4) EQUIPMENT MAINTENANCE AND SERVICE. (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use, and in accordance with the Instructions For Use, (iii) ensure all operators of the Equipment are Trained Operators (as defined in the TRAINING; TRAINED OPERATORS Section herein) and (iv) provide reasonable on-site access to Siemens and its agents to inspect the Equipment. Failure of Customer to satisfy such maintenance obligations may, at Siemens Healthineers sole discretion, result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

(b) Equipment Service. Service on the Equipment ("Service"), if applicable, shall be performed in accordance with and subject to the applicable Supplement and Attachment B Service Standard Terms and Conditions.

5) ADDITIONAL TERMS AND CONDITIONS FOR SMART REMOTE SERVICES.
(a) Equipment, Upkeep and Maintenance. The smart remote services ("SRS") provided by Siemens Healthineers permit improvements in anticipating maintenance and other issues that may arise in connection with Equipment and, consequently, can improve scheduling of appropriate Service. THE SRS THAT THE SOFTWARE PERMITS SIEMENS HEALTHINEERS TO PROVIDE ARE NOT A SUBSTITUTE FOR, OR SERVE TO DIMINISH IN ANY WAY, CUSTOMER'S DUTY TO EXERCISE APPROPRIATE DILIGENCE AND CARE IN OPERATING AND MAINTAINING THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE TO PERFORM ALL ROUTINE AND PERIODIC MAINTENANCE CHECKS AND PROCEDURES ON THE EQUIPMENT AND THAT CUSTOMER RETAINS THE DUTY TO FOLLOW ALL APPROPRIATE PROCEDURES AND SAFEGUARDS TO THE SAME EXTENT AS THOUGH THE SOFTWARE WERE NOT INSTALLED AND SIEMENS HEALTHINEERS WERE NOT PROVIDING SRS.

(b) Remote Diagnostics. Customer shall provide Siemens Healthineers with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens Healthineers to provide SRS under this MEPA. Remote access will be established through a high-speed internet-based connection to Siemens Healthineers Data Center utilizing Applicable Equipment requirements. Customer hereby acknowledges Siemens Healthineers may require remote access in order to provide SRS under this MEPA. In the event that Customer fails to provide or maintain the remote access connection, then Siemens Healthineers shall have the option to terminate this MEPA and any applicable Supplements or schedules hereto. Customer declining or being unable to remote troubleshoot with Siemens Healthineers may result in a service visit invoiced by Siemens Healthineers at then-current rates for travel and labor.

(c) System Monitoring. Siemens Healthineers provides SRS for remote monitoring of certain Siemens Healthineers Equipment used by Customer and described in the Supplement ("Applicable Equipment"). In connection with such SRS, Siemens Healthineers uses certain SRS software, a persistent online connection between Siemens Healthineers or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens Healthineers monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection“). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system.

In the event that Customer fails to provide or maintain the SRS Connection for the Applicable Equipment, then Siemens Healthineers shall have the option to terminate this MEPA and any applicable Supplements or schedules hereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week.

For the purposes of this SRS Connection Section, 'Security Concept‘ means Siemens Healthineers IT security concept, which can be found under the following link or which Siemens Healthineers will send to Customer upon request:
https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services.
'Customer Data' means any data and/or information sent or inputted into the Applicable Equipment or otherwise provided by or on behalf of Customer or extracted from the Applicable Equipment by or on behalf of Siemens Healthineers to the extent relating to Customer. Customer Data shall not be read to include Technical Data. 'Technical Data‘ means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device Service history (asset and configuration data); (iii) sequences of performance of various tasks, used

applications/licenses and interactions with the application (utilization data); (iv) any reagents and consumables loaded onto the Applicable Equipment, including Customer Data related to the reporting of CPRR Results if applicable; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment Service requirements. 'Cyberthreat' means any circumstance or event with the potential to adversely impact the Equipment via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of Service rendering the Equipment unavailable or inoperable. 'EOS Date' means End of Support Date, the date Siemens Healthineers notifies Customer that the Service parts and any other services for the Equipment will no longer be available and Siemens Healthineers will cease offering Service for such Equipment. 'Insignificant' means a categorization of a Vulnerability the exploitation of which, taking into account the individual Equipment attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Equipment's secure operation or provide access to personal information. 'IT Security' means safeguarding the uninterrupted operation of the Equipment against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Equipment. 'Patch(es)' means an Equipment and/.or operating system (OS) update that addresses security vulnerabilities within the Equipment. 'Vulnerability' means a weakness in the Equipment that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Siemens Healthineers and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended Service plan, then Siemens Healthineers, its affiliates and other companies engaged by Siemens Healthineers are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

(d) Access to Data and Use of Data. Customer acknowledges and agrees that Siemens Healthineers may in the provision of Equipment, Products, and services under the Agreement collect Customer Data associated with installation, validation, use, and servicing of the Applicable Equipment or the Products used in conjunction with the Applicable Equipment. The Customer Data may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). ANY SUCH USE BY SIEMENS HEALTHINEERS OF ANY SUCH CUSTOMER DATA WILL SPECIFICALLY EXCLUDE (i) DISCLOSURE OF ANY SPECIFIC PATIENT IDENTIFICATION AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS HEALTHINEERS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION. Customer hereby irrevocably permits Siemens Healthineers and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

(e) Customer Obligations for SRS Connection.
(i) Customer shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Customer's own expense to a secured telecommunications link via a broadband connection and Customer shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection);
(ii) Customer shall support Siemens Healthineers in protecting against Cyberthreats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Customer's IT infrastructure;
(iii) Customer shall not connect Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens Healthineers;
(iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens Healthineers IT infrastructure; and
(v) Customer shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Siemens Healthineers IT infrastructure.

(f) Customer's Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Customer shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:
(i) network scanning or penetration testing shall not be performed during clinical use of the Equipment and should optionally be scheduled, with Siemens Healthineers' assistance, during downtime;
(ii) the system configuration and/or IT Security controls of the Equipment as stated in the MDS2 and/or Security Whitepaper provided or made available by Siemens Healthineers at, or prior to, the time of delivery must not be modified;
(iii) if during the deployment of the Equipment, Vulnerabilities are identified by Customer, Customer shall align with Siemens Healthineers regarding the severity of the Vulnerabilities taking into account the individual Equipment attributes and intended operating environment and shall not refuse acceptance of the Equipment, if the Vulnerability is classified as 'low' by Siemens Healthineers using the Common Vulnerability Scoring System ("CVSS"); and
(iv) Siemens Healthineers' initial response to Customer's inquiry on a Vulnerability will be within fifteen (15) days. Siemens Healthineers will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Customer. Siemens Healthineers will periodically release Patches depending on the age of the device and Equipment version. If Siemens Healthineers determines the Vulnerability to be critical and uncontrolled, Siemens Healthineers will communicate this determination to Customer within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Siemens Healthineers' determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Customer onto the Equipment. In the event of a Vulnerability that is reasonably determined by Customer to constitute an emergency (meaning that the Equipment must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Siemens Healthineers will collaborate with Customer to jointly determine the most prudent action necessary in light of the circumstances.
(v) Customer is responsible for preventing unauthorized access to the Equipment licensed to Customer, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Siemens Healthineers in the instructions for use and only when appropriate security measures (e.g., firewalls, network Customer authentication and/or network segmentation) are in place.
(vi) USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by Siemens Healthineers in the instructions for use and only when the risk of a malware infection of the Equipment is minimized through malware scanners or other appropriate means.
(vii) The Equipment undergoes regular development to further improve its IT Security. Siemens Healthineers strongly recommends that Equipment updates be applied as soon as they are available and that the latest Equipment versions are used by Customer. The latter might include the purchase of upgrades of hardware and equipment by Customer; provided

however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Equipment Specification will be provided without additional charge. Use of Equipment versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Customer's exposure to Cyberthreats.
(viii) Customer shall notify Siemens Healthineers without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Equipment. Disclosure by Customer of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Siemens Healthineers.
(ix) If Siemens Healthineers provides a Patch via SRS or for download, Customer shall promptly install the Patch in accordance with the respective installation instructions given by Siemens Healthineers.

(g) Siemens Healthineers Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Siemens Healthineers shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Siemens Healthineers becomes aware of a Vulnerability that Siemens Healthineers does not classify as Insignificant, it shall make available Patches until the EOS Date, until the termination of this MEPA, or up to ten (10) years following Equipment delivery, whichever occurs first, provided that Customer's Equipment version is the most recent or at least the penultimate version at the given time, except in the case of third-party Equipment where the respective Equipment provider does not have a Patch available, Siemens Healthineers will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Siemens Healthineers becoming aware of such Vulnerability.

In the case of third-party Equipment, Siemens Healthineers will make the Patch available to Customer without undue delay after such Patches are made available by Siemens Healthineers' licensors and Siemens Healthineers performs the required testing and validating on the Equipment. Depending on the severity of the Vulnerability as determined by Siemens Healthineers (after consultation with Customer), Siemens Healthineers may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Customer enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Customer for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Customer regardless of contract status, and will be implemented by Siemens Healthineers regardless of who may otherwise be servicing the Equipment; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Customer and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SIEMENS HEALTHINEERS ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

(i) Customer's intrusive IT Security testing;
(ii) unauthorized modification of the system configuration or IT Security controls of the Equipment;
(iii) the installation of Patches which are not authorized by Siemens Healthineers;
(iv) Customer delaying the self-installation of Patches made available by Siemens Healthineers via SRS or for download;
(v) Hacker attacks, Cyberthreats or related preventative measures; or
(vi) Failure to perform and maintain adequate backups of Customer's data.

(h) SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided “as is” and Siemens Healthineers does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens Healthineers will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration or other problem with Customer`s infrastructure.

(i) Update of Terms and Security Concept. Siemens Healthineers shall setup the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens Healthineers for the establishment of the SRS Connection according to the Security Concept. Siemens Healthineers shall be entitled to modify and/or update the terms of this Additional Terms and Conditions for Smart Remote Services Section. SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Siemens Healthineers shall inform Customer of changes by giving Customer at least thirty (30) days‘ prior written notice. Siemens Healthineers will provide Customer with access to the updated terms and conditions.

(j) Certification of SRS. The Siemens Healthineers service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens Healthineers shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

(k) SRS Connection Termination. Siemens Healthineers shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens Healthineers, acting reasonably, is of the opinion that the SRS Connection to one or more of Customer’s Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Siemens Healthineers.

(l) SRS Intellectual Property. Siemens Healthineers (and its licensors, where applicable) will retain all intellectual property rights relating to the Equipment, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer which are hereby assigned to Siemens Healthineers.

6) TRAINING; TRAINED OPERATORS. Siemens Healthineers shall make available and Customer shall attend Siemens Healthineers' Equipment training course if specified in the Supplement ("Training"). Unused Training slots shall remain available for up to twelve (12) months from the commencement of the Supplement Term.

Subject to the terms of the ENTIRE AGREEMENT; AMENDMENTS Section, all training requests beyond the 12 months will require a separate order and will be invoiced at Siemens Healthineers' then-current rates. For more details on Training plans, please refer to PEPconnect, or its Siemens Healthineers Customer Learning Management System successors. Please contact your Siemens account representative for access information as needed.

Customer agrees that only operators who can independently demonstrate the ability to identify hardware and perform all daily tasks required for sample processing, including all maintenance activities, and perform basic troubleshooting tasks ("Trained Operators"), will operate the system. All operators of the Equipment must be Trained Operators before Customer's clinical use of the Equipment. Customer must be able to document Training and provide to Siemens Healthineers upon request.

A Trained Operator shall be made available to Siemens Healthineers, or its authorized Service provider, to describe Equipment malfunctions to Siemens Healthineers representatives by telephone and who shall be qualified to perform simple adjustments and corrections as requested by Siemens Healthineers representative.

Untrained users operating the system may result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary.

7) SHIPPING.
(a) Product deliveries will be FOB destination and subject to Siemens Healthineers' standard delivery terms and shipping policy, which may be updated from time to time. Siemens Healthineers' standard delivery terms and shipping policy can be found at http://www.siemens-healthineers.com/en-us/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network . Customer shall pay all applicable shipping and handling charges for the Products to be delivered to the Customer. Such charges may be added to the invoice.

8) PRODUCTS WARRANTY. Siemens Healthineers warrants to Customer that Products will- be free from defects in material and workmanship and will conform to the applicable manufacturer's published specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's published instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens Healthineers also warrants that the use of the Products in the form delivered to Customer and in accordance with the manufacturer's published instructions and specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Products in combination with any other product or equipment not approved in writing by Siemens Healthineers. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in the Intellectual Property Indemnification subsection of LIMITATION OF LIABILITY AND INDEMNIFICATION Section herein.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS HEALTHINEERS UNDER THIS MPA. SIEMENS HEALTHINEERS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9) TAXES. Notwithstanding anything to the contrary in this MPA, the applicable Supplement(s), or any applicable Group Purchasing Agreement (based upon Customer's membership in a Group Purchasing Organization), Siemens Healthineers and Customer expressly agree that the prices are exclusive of, and Customer shall pay or reimburse Siemens Healthineers for, any taxes (including, but not limited to, value added taxes, sales taxes, good and services taxes, digital service taxes, or other similar taxes), customs and import duties and any other levied government charges in any way relating to or arising out of this MPA, or a Supplement hereto, or the Equipment, Products, or spare parts to be provided under this MPA or a Supplement hereto (collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, copies of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this MPA; and (b) Customer provides Siemens Healthineers with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

10) PAYMENT. All invoices are due and payable net thirty (30) days of the date of invoice. A service charge of one and a half percent (1½%) per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance which is not paid when due. Payment of such service charge will not excuse or cure Customer's breach or default for late payment.

In order to lower the costs of financial processing for all parties, Siemens encourages the use of electronic funds transfer via the Automated Clearing House (ACH) system. Siemens also accepts certain other forms of payment, but credit card or other surcharge processing fees may apply. For further information, please contact your local Sales Representative.

11) PRICE ADJUSTMENTS. Siemens Healthineers reserves the right to increase the prices for Products as specified in the Supplement.

12) COMPLIANCE. At Siemens Healthineers' discretion, Siemens Healthineers reserves the right to periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall". Notwithstanding the foregoing, the frequency of the compliance review conducted by Siemens Healthineers shall not be deemed as a waiver of any of the rights or remedies contained herein. In the event of a Shortfall, Siemens Healthineers, in addition to such other rights as are available by law or equity, reserves the right to compensate for the Shortfall by taking one or more of the following actions: (a) immediately implement a price increase for any and all Products for any subsequent period and/or (b) invoice Customer for all or part of the Shortfall and/or (c) extend the Supplement Term and/or (d) terminate the Supplement pursuant to the TERMINATION Section herein.

13) TERMINATION.
(a) Siemens Healthineers Termination for Default. If Customer Defaults (as defined below) under this MPA or a Supplement and does not cure such Default within thirty (30) days after Customer has received written notice of such Default from Siemens Healthineers, Siemens Healthineers may in its discretion and without further liability, terminate the applicable Supplement or may terminate this MPA together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount as defined in subsection (b) of this TERMINATION Section.

A "Default" is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns this MPA for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; or (vii) fails to comply with any requirement of this MPA or a Supplement including a Shortfall as described herein.

(b) Effects of Termination. In the event of a termination under the TERMINATION subsection (a), Customer shall be obligated to pay to Siemens Healthineers (i) all amounts due and unpaid, plus (ii) the difference between the applicable Commitment Amount for the entire Supplement Term and the total amount of purchases actually made by the Customer through the date of termination plus (iii) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens Healthineers as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iii) results in any redundancy, Customer will only be responsible for paying each amount one time. Termination pursuant to this TERMINATION Section does not relieve Customer of any of its obligations under this MPA or any Supplement including, but not limited to, payment of the Termination Amount.

14) LIMITATION OF LIABILITY AND INDEMNIFICATION.
(a) Limitation of Liability.
(i) The liability of Siemens Healthineers for all claims and damages arising out of or related to this MPA, together with all Supplements hereto, regardless of their legal basis, whether in contract, tort or otherwise, shall not exceed, in the aggregate the amounts paid under the applicable Supplement for the Products or Service in relation to which the claims

arose. In deviation from this, if such a claim relates to Products or Service provided on a recurring basis (e.g., continuous supply, subscription license, support agreements), the liability for all claims arising in any year of the applicable Supplement shall not exceed, in the aggregate, the amounts paid for the applicable Products or Service during the preceding applicable Supplement Year for the applicable site, except that in the first applicable Supplement Year such liability shall not exceed the amounts paid and prorated over a 12-month period. "Supplement Year" means the 12-month period from the effective date of the applicable Supplement or any subsequent 12-month period.

(ii) **IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY INTERRUPTION OF OPERATIONS, LOSS OF PRODUCTION, LOSS OF INTEREST, INCOME, PROFIT OR SAVING, LOSS OR CORRUPTION OF DATA, LOSS OF USE, COSTS ASSOCIATED WITH DATA RECOVERY OR RE-CREATION, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SIEMENS HEALTHINEERS WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS MPA AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

(iii) The limitation and exclusion of liability in subsection (a)(i) of this Section shall not apply to bodily injury and death of human beings to the extent caused by Siemens Healthineers, cases of willful misconduct and to the extent that liability cannot be limited under applicable laws.

(iv) Except as prohibited by law, any claims against Siemens Healthineers shall be time-barred 12 months after the event giving rise to the respective claim or, in the case of continuous occurrence, its initial onset.

(v) Any limitations and exclusion of liability shall also apply to the benefit of Siemens Healthineers, its officers, directors, employees, agents, and subcontractors.

(b) General Indemnification. Siemens Healthineers and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the grossly negligent or intentionally wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this MPA or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Products, or parts thereof, violates the infringement warranty set forth in the PRODUCTS WARRANTY Section herein, then Customer shall promptly notify Siemens Healthineers in writing and give Siemens Healthineers information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens Healthineers shall, at its own expense, defend or settle such Claim, procure for Customer the right to use the Products, or remove, modify, or work with the manufacturer of the Products to modify the Products to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens Healthineers, then Customer shall return the Products to Siemens Healthineers and Siemens Healthineers shall refund to Customer the amount paid by the Customer for the Products. The foregoing states Siemens Healthineers' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens Healthineers will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Products made available to Customer by Siemens Healthineers; (ii) Customer's alteration of the Products without Siemens Healthineers' written authorization; (iii) use of the Products in combination with software or equipment not provided by Siemens Healthineers; or (iv) use of the Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens Healthineers.

The obligations of indemnity shall survive the expiration or termination of the MPA.

15) APPLICABLE LAW, JURISDICTION AND WAIVER OF TRIAL BY JURY. THIS MPA AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE ADDRESS OF THE CUSTOMER AS REFLECTED IN THIS MPA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL OR STATE COURTS LOCATED IN SUCH STATE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS MPA. TO THE EXTENT PERMITTED BY LAW; (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE MPA OR THE TRANSACTION CONTEMPLATED HEREBY.

16) ASSIGNMENT AND CHANGE OF CONTROL. Customer may not assign this MPA, or any Supplement, or any right or obligation arising out of this MPA or any Supplement, without the express written consent of Siemens Healthineers, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the MPA or Supplement. Customer must provide Siemens Healthineers with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens Healthineers may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").

17) DISCLOSURE OF DISCOUNTS. Customer agrees that it must fully and accurately report prices paid under any Supplement, net of all discounts (including without limitation partial subsidization of a Laboratory Information System (LIS) connection, water system connection, or Products used for calibration and installation), as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this MPA, all Supplements, and all other communications regarding this MPA or Supplements, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

18) CONFIDENTIALITY. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens Healthineers, including: (i) the terms of this MPA (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this MPA, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens Healthineers.

19) ACCESS TO BOOKS AND RECORDS. To the extent required by Section1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product, or Service pursuant to this MPA, Siemens Healthineers shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives or agents, copies of this MPA and any books, documents, records or other data of Siemens Healthineers that are necessary to certify the nature and extent of any costs incurred by Customer for such Products and Services. If Siemens Healthineers carries out any of its duties under this MPA through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Siemens Healthineers will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the

furnishing of any Product or Service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives or agents, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Customer for such Product or Service.

20) CORPORATE COMPLIANCE. Each of the parties acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it is responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance. A copy of each party's compliance program and code of conduct is available upon request.

21) INDEPENDENT CONTRACTOR. Nothing in this MPA shall confer upon any person other than the parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The parties agree that they are independent contractors and not agents of each other.

22) EXCLUDED PROVIDER. Customer and Siemens Healthineers each represent to the other that (i) it is not debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federally funded health care program, including Medicare and Medicaid (collectively "Debarment" or "Debarred", as applicable) and that it shall promptly notify the other party of any Debarment; and (ii) it shall not knowingly employ or contract with, with or without compensation, any individual or entity engaged to provide services under the MPA or any Supplements (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with subsection (ii), each party shall make reasonable inquiry into whether any Agent contracted or arranged by it to fulfill the terms of this MPA has been so excluded.

23) END USER CERTIFICATION. Customer represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling or transferring to a third party.

24) COMPLIANCE WITH EXPORT CONTROL REGULATIONS. (a) Customer shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").
(b) Upon request by Siemens Healthineers, Customer shall promptly provide Siemens Healthineers with all information pertaining to the particular destination and the particular intended use of the Products and/or Services. If applicable, Customer will notify Siemens Healthineers prior to Customer disclosing any information to Siemens Healthineers that is defense-related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Siemens Healthineers.
(c) Customer will indemnify and hold harmless Siemens Healthineers, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Compliance With Export Control Regulations Section, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer will compensate Siemens Healthineers for all losses and expenses resulting thereof.

25) ENTIRE AGREEMENT; AMENDMENTS. Each Supplement (as incorporating the terms and conditions of this MPA), sets forth the entire agreement between the parties relating to the subject matter of such Supplement and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens Healthineers and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens Healthineers, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens Healthineers and a GPO by virtue of Customer's membership in such GPO provided that Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of this MPA) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding a payment or financial obligation, then the terms of this MPA shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Customer shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of Customer's payment or other obligations or any of the rights or remedies of Siemens Healthineers (or any Assignee) with respect thereto. Neither the MPA nor any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties making specific reference to this MPA or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the MPA shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order shall be null and void.

26) MISCELLANEOUS.
(a) If Siemens Healthineers fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver, including without limitation, the COMPLIANCE Section herein or at such other time that Customer fails to perform any of Customer's obligations.

(b) Force Majeure. Siemens Healthineers shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, epidemics, pandemics, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Siemens Healthineers may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

(c) Siemens Healthineers may invoice and Customer shall pay any cost(s) incurred by Siemens Healthineers that result from changes that Siemens Healthineers reasonably determines to be directly attributable to Customer. Siemens Healthineers shall notify Customer and request a purchase order to facilitate the payment of such cost(s) prior to the implementation of such change(s).

(d) NOTICES. All notices (other than the notices and communications about support sent as provided in Section 14 of Attachment B, which may be sent electronically) sent to the other party pursuant to this Agreement which are required to be in writing must be delivered by hand, certified or registered mail, postage prepaid, return receipt requested, or by overnight courier, to the following persons:

(i) For Siemens:

Chief Financial Officer
Siemens Healthcare Diagnostisc, Inc.
40 Liberty Blvd
Malvern, PA 19355

And

General Counsel - North America
Siemens Healthcare Diagnostics, Inc.
40 Liberty Blvd
Malvern, PA 19355

With a copy to: legalnotices.team@siemens-healthineers.com

(ii) For Customer:

_____
_____
_____
Attn:
Phone:

All notices will be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card. Customer grants Siemens the right to store Customer employee names, numbers, email addresses and contact information for use in connection with this Agreement.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this MPA as of the MPA Effective Date.

Customer:

By: _____

Name (Print): _____

Title: _____

Date: _____

Siemens Healthcare Diagnostics Inc.:

By:	_____	By:	_____
Name (Print):	_____	Name (Print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Address:	511 Benedict Ave, Tarrytown, NY 10591

Supplement to Master Products Agreement

Product Line: epoc
Billing Option: Cost Per Test

Legal Name:	JUPITER FIRE RESCUE	Group Purchasing Organization:	NO PRIMARY
Customer Name:	JUPITER FIRE RESCUE	Sold to #:	371522
Address:	210 MILITARY TRAIL		
City, State, Zip:	Jupiter, FL, 33458		

THIS SUPPLEMENT ("Supplement") to the Master Products Agreement (the "MPA" or "Agreement") dated _____is by and between Siemens Healthcare Diagnostics Inc. ("Siemens Healthineers" or "Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the MPA. Capitalized but undefined terms will have the meanings ascribed to them in the MPA. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of the last signature of the parties herein ("Supplement Effective Date").

1) EQUIPMENT PREMISES. Installation Location (the "Premises") (if different from address Customer has provided above):

_____

2) PRODUCTS. Customer agrees to purchase from Siemens Healthineers during each year of the Supplement Term, at minimum the annual Commitment Amount of the Products listed on Attachment A at the prices specified on Attachment A.

3) PRODUCT INVOICING. Customer will be invoiced upon shipment of the Products.

4) COMMITMENT. The Commitment Amount is specified on Attachment A. The measurement of the purchase of Products towards the Commitment Amount as detailed in the Compliance section of the MPA shall commence with the Supplement Term (as defined below). At Siemens Healthineers' discretion, Siemens Healthineers reserves the right to periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review.

5) SUPPLEMENT TERM. This Supplement is effective and the parties shall be subject to the terms of this Supplement as of the Supplement Effective Date. The Supplement Term is twelve (12) months beginning upon the later of i) the completed installation and implementation ("Mechanical Installation") date of the final item of Equipment for those items of Equipment that are subject to Mechanical Installation or ii) the delivery date of the final item of Equipment for those items of Equipment that are not subject to Mechanical Installation. In the event that all items of Equipment contained herein are located at the Premises as of the Supplement Effective Date ("On-Site Equipment"), then the Supplement Term shall commence upon the Supplement Effective Date. Notwithstanding the foregoing, if the conditions for the commencement of the Supplement Term detailed herein have not been met within one hundred twenty (120) days from the Supplement Effective Date, then the Supplement Term shall commence on the first day of the next calendar month following such period. Upon completion of the Supplement Term, the Supplement shall automatically renew on a month-to-month basis until either party provides the other with thirty (30) days written notice of termination. Any Service Coverage Term that is in effect on the last month of the Supplement Term shall also be extended on a month-to-month basis. In the event that Customer and Siemens Healthineers enter into a subsequent Supplement for the provision of the same Products as these herein, then this Supplement shall automatically terminate upon the Effective Date, as defined therein, of such subsequent Supplement.

6) PRICING TERMS. The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Siemens reserves the right to increase the then-current pricing on a periodic basis or as otherwise permitted under the terms of this Supplement. Beginning twelve (12) months after the Supplement Effective Date, Siemens reserves the right on not less than thirty (30) days' written notice to Customer, to adjust pricing on an annual basis in an amount of 5.00% or the United States Department of Labor, Consumer Price Index, All Urban Consumers, whichever is greater.

7) TRAINING. Siemens Healthineers will provide Equipment and/or Products training at the location and for the number of people specified on Attachment A. Customer agrees to comply with all requirements for Trained Operators as defined in the MPA.

8) SERVICE. If Service is specified on Attachment A, such Service will be provided for the number of years indicated on Attachment A ("Coverage Term") and in accordance with and subject to Attachment B Service Standard Terms and Conditions, which, if applicable, is attached hereto and incorporated herein. For each item of Equipment, the Coverage Term shall commence upon one of the following, as applicable: i) the Mechanical Installation date for Equipment that is subject to Mechanical Installation, or ii) the delivery date for Equipment that is not subject to Mechanical Installation, or iii) the Supplement Effective Date in the case of On-Site Equipment.

9) ENTIRE AGREEMENT; AMENDMENTS. All of the terms, covenants and conditions set forth in the MPA are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the MPA). If there is a conflict between the terms of this Supplement and the MPA, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

CUSTOMER:		**SIEMENS HEALTHCARE DIAGNOSTICS INC.:**	
By:	_____	By:	_____
Name (print):	_____	Name (print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		By:	_____
		Name (print):	_____
		Title:	_____
		Date:	_____
		Address:	511 Benedict Ave, Tarrytown, NY 10591

Attachment A

Quote #: CPQ-1332021-3
Approved: 02/11/2026

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 180 days of Approved date above.

Legal Name:	JUPITER FIRE RESCUE	Purchasing Group:	NO PRIMARY
Customer Name:	JUPITER FIRE RESCUE	Sold to #:	371522
Product Line:	epoc		

Total annual minimum Commitment Amount: **$ 13,392.97**

Equipment Information - epoc	Part #	Onsite	Quantity	Comments
epoc Reader	10736398	N	4	
epoc NXS Host - US	11413475	N	4	
Martel Unicode Printer	11413889	N	4	
EDM Lite	10736409	N	1	

Service	Service Level	Quantity	Start Year	# of Years	Comments
Warranty Service	10973908 EPOC READER EXCHANGE STANDARD	4	1	1 Year(s)	Included
Warranty Service	10973921 EPOC NXS HOST_Exchange Stnd Warr	4	1	1 Year(s)	Included

Products: Reagents Pricing - epoc

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	Cost/Test	Cost/Kit	Total Annual
epoc BGEM BUN - BG - RGT - 25T	10736515	1,000.00	25.00	40.00	$ 10.00	$ 250.00	$ 10,000.00

Products: Supplies - epoc	Part #	Annual # of Kits	Cost/Kit	Total Annual
POC Label Roll - CONS	10736408	4.00	$ 2.01	$ 8.04
epoc - Stainless Steel Tip - CONS - 50 pieces	10736384	9.00	$ 80.60	$ 725.40
epoc Care-Fill Capillary Tubes - BG - CON - 50 T	10736380	1.00	$ 84.50	$ 84.50
epoc Eurotrol Gas-ISE/BUN Ctrl -CON - Lvl 1	10736510	12.00	$ 66.28	$ 795.36
epoc Eurotrol Gas-ISE/BUN Ctrl -CON - Lvl 3	10736512	12.00	$ 66.28	$ 795.36
epoc Eurotrol Gas-ISE/BUN cal/verif - CON - Lvl 1-5	10736514	1.00	$ 159.01	$ 159.01
epoc Eurotrol Hematocrit Ctrl - BG - CON - Lvl A	10736359	5.00	$ 66.28	$ 331.40
epoc Eurotrol Hematocrit Ctrl - BG - CON - Lvl B	10736361	5.00	$ 66.28	$ 331.40
epoc Eurotrol Hematocrit cal/verif - BG - CON - Lvl 1-5	10736358	1.00	$ 162.50	$ 162.50
Total Annual Supplies				**$ 3,392.97**

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Supplement.

CUSTOMER:

By: _____

Name (print): _____

Title: _____

Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 511 Benedict Ave, Tarrytown, NY 10591

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.

ATTACHMENT B – SERVICE STANDARD TERMS AND CONDITIONS

The terms of this Attachment B apply solely to the provision of the Service, at the service level(s) defined in the chart below ("Service Level"), and for the Coverage Term(s) identified in the Attachment A. Any capitalized terms not defined in this Attachment B shall have the meanings given to those terms in the Supplement or MPA.

	Service Level				
	Top 1	**Top 2**	**Top 3**	**Plus**	**Exchange**
Principal Coverage Period (PCP)	24x7	8:00am-9:00pm Mon - Sun	8:00am-9:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	N/A
Planned Maintenance	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	N/A
On-Site Applications Support	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	8:00am-5:00pm Mon - Fri excluding holidays	N/A
Technical Phone Support	✓	✓	✓	✓	✓
On-Site Response Objective	Next Day	Next Day	Next Day	Next Day	N/A
Labor	✓	✓	✓	✓	N/A
Travel	✓	✓	✓	✓	N/A
Updates	✓	✓	✓	✓	✓
General Spare Parts Coverage	✓	✓	✓	✓	✓
teamplay Fleet	✓	✓	✓	✓	✓
Smart Remote Services	✓	✓	✓	✓	N/A
Exchange	N/A	N/A	N/A	N/A	✓

ATTACHMENT B – SERVICE STANDARD TERMS AND CONDITIONS

1. Initial Condition of Equipment
This Attachment B is entered into by Siemens Healthineers on the premise that On-Site Equipment (if applicable) covered by this Supplement is presently operating in accordance with the manufacturer's specifications as of the Supplement Effective Date.

Where service has not been provided by Siemens Healthineers under warranty or contract for greater than sixty (60) days preceding the Supplement Effective date, On-Site Equipment condition is subject to verification by Siemens Healthineers at Customer's expense.

Any and all repairs performed by Siemens Healthineers to restore the On-Site Equipment performance to manufacturer's published specifications or that are outside of the scope of this Attachment B will be invoiced at Siemens Healthineers' then-current rates for labor, travel and parts.

Verification is waived by Siemens Healthineers where Siemens Healthineers service, or service by a Siemens Healthineers- authorized service provider, has been provided under warranty or contract within sixty (60) days of the Supplement Effective Date.

2. Term
Siemens Healthineers will provide the Service detailed herein for the duration of the Coverage Term. Any service provided by Siemens Healthineers after the expiration of the Coverage Term shall be billed to Customer on a time and material basis at Siemens Healthineers' then current rates unless Siemens Healthineers and Customer extend the Coverage Term or enter into a subsequent service agreement for the applicable Equipment. Siemens Healthineers reserves the right not to extend Service for older Equipment or software at Siemens Healthineers sole discretion.

3. Exchange / Loaning of Equipment (Applies to Exchange Service Level Only)
Siemens will replace with a new or reconditioned equipment ("Exchange Equipment"), or at Siemens sole option repair at no charge Equipment that does not operate in accordance with manufacturer published specifications ("Non-conforming Equipment"), provided Customer returns the Non-conforming Equipment, shipping prepaid to the Siemens Healthineers Customer Service Center. All Exchange Equipment shall be shipped FOB destination. Customer shall be responsible for the entire amount of any loss or damage to the Exchange Equipment from whatever cause after delivery, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Exchange Equipment.
Siemens is the owner of and shall retain title to the Exchange Equipment. Customer shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Exchange Equipment by any individual or entity other than Siemens Healthineers. Any Exchange Equipment that is not returned to the Siemens Healthineers shall be invoiced to the Customer at its fair market value.

4. Siemens Healthineers Service
Subject to the terms of the Supplement and with reasonable promptness, Siemens Healthineers or its authorized Service provider will repair those Equipment malfunctions which occur notwithstanding that the Equipment is being operated in accordance with the manufacturer's published instruction manual for such Equipment. Siemens Healthineers will use commercially reasonable efforts to provide such Service during the applicable Principal Coverage Period as detailed in the Service Level table above, provided however, that Siemens Healthineers reserves the right to prioritize its response to requests for Service based upon the extent of the malfunction and the availability of parts or labor at Siemens Healthineers' sole discretion.

(Does Not Apply to Exchange Service Level)
A Service call shall be considered complete when Siemens Healthineers, or its authorized Service provider, demonstrates by an appropriate test procedure that the Equipment is operating in accordance with the manufacturer's specifications for such Equipment. Siemens Healthineers, or its authorized Service provider, shall provide to Customer a copy of the "Field Service Report" detailing the work performed by Siemens Healthineers' field Service representative, or its authorized Service provider. Siemens Healthineers may require that the Equipment be returned to the repair facility for Service.

(Applies to Exchange Service Level Only)
Siemens may require that the Non-conforming Equipment be returned to the Siemens Healthineers repair facility for Service.

5. Service Parts (Does Not Apply to Exchange Service Level) Unless otherwise provided elsewhere in this Attachment B, all Service parts are furnished on an exchange basis and the parts removed become the property of Siemens Healthineers. Siemens Healthineers will supply at its own expense, necessary parts, except consumables, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Siemens Healthineers and further provided that the Siemens Healthineers-manufactured parts are available from the factory. All parts will be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications. Exchange parts removed from the Equipment shall become the property of Siemens Healthineers unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens Healthineers, the exchange parts shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations. For a list of excluded parts not covered by this Attachment B, please refer to subsection (p) of the Exclusions Section below.

6. Exclusions
Service does not include any work and related travel, labor and parts required to repair Equipment malfunctions resulting from Customer's failure to provide suitable operating conditions or to adequately furnish all facilities required by the manufacturer's installation manual.

In addition, Service required to correct malfunctions resulting from the following is excluded from this Attachment B:

(a) Failure on the part of Customer to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manuals for such Equipment;
(b) Damage caused by Customer error, misuse, abuse, or operation outside of conditions prescribed in the Equipment instruction manual or damage caused by use for a purpose other than for which it was designed;
(c) Improper use or storage or other external cause, including service or modifications not performed by Siemens Healthineers or its authorized Service provider;
(d) Damage incurred during the transportation of the Equipment not supervised by Siemens Healthineers or its authorized representative;
(e) Damage caused by repair, service, or alteration made or attempted by any parties other than Siemens Healthineers or Siemens Healthineers' authorized Service provider without Siemens Healthineers' prior written consent;
(f) Acts of God including flood, earthquake, tornado, hurricanes and other natural or man-made disasters;
(g) Acts of war, vandalism, sabotage, arson and civil commotion;
(h) Electrical surges and sprinkler damage, or;
(i) Use of supplies, disposables, consumables or reagents not recommended in writing by the Equipment manufacturer, or accessories which the Equipment manufacturer has not specifically designated in writing as compatible with the Equipment;
(j) Customer owned instrument de-installation, decontamination, re-installation;
(k) Rebuilding of any Equipment software or IT environment damage resulting from a cyberattack.

Siemens Healthineers Service also excludes the following:

(l) Furnishing of batteries, fuses, lamps, hoses, tubing, filters, disconnected fittings, electrodes, computer software, test patterns, calibration standards, report forms, printers, printer paper, pen styli, ink pens, or hollow cathode or any other parts listed in the operator's manual or instruction manual for the Equipment as replacement parts, sub-assemblies or accessories;
(m) Service which is unreasonable for Siemens Healthineers or its authorized Service provider to render because of unauthorized alterations or attachments to the Equipment;
(n) Furnishing of system peripherals such as uninterruptable power sources;
(o) operating supplies including but not limited to, bulbs, glass syringes, manual/automatic pipettes, disposables, and reagents, standards or controls;
(p) Furnishing of parts defined as 'Supplies', 'Supplies list', 'Supplies and Replacement Parts', 'Consumables and Accessories', 'Orderable Parts', 'Sub-assemblies', or 'Customer Replaceable Parts' within the Operator's Guide, Instructions for Use, or Operating Manual (all of which can be found in the Document Library at <https://doclib.Siemens Healthineers-healthineers.com/home>).

Service calls made by Siemens Healthineers, or its authorized Service provider, and any related travel, labor and parts required to correct Equipment malfunctions resulting from causes set forth above shall be invoiced by Siemens Healthineers to Customer at Siemens Healthineers' then-current rates. For the avoidance of doubt, Siemens Healthineers will invoice and Customer shall pay for any Customer requested Service resulting from the causes set forth above even if Customer has not provided a purchase order to Siemens Healthineers prior to the completion of such Service. For any such excluded service that is provided in accordance with this Section, by accepting the performance of such services, the Customer site at which the services are rendered assumes full responsibility for the payment of all associated invoices. Siemens Healthineers may agree to accept payment from an alternate Customer payer account upon Customer request; however, Customer's obligation to pay the resulting invoice(s) remains binding irrespective of the absence of a purchase order or any discrepancies in Customer's internal accounting or invoice management systems, and payment of the invoice remains due without delay in accordance with the Payment Section of the Supplement.

7. Planned Maintenance (PM) (Does Not Apply to Exchange Service Level)
Planned maintenance will be carried out according to the manufacturer's recommended schedule. Planned maintenance generally includes checking mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance work plan.

8. Warranty
Siemens Healthineers warrants that Equipment Service rendered by Siemens Healthineers, or its authorized Service provider, to the Customer hereunder shall be performed in a workmanlike manner, consistent with industry standards. If the Service performed does not result in the Equipment performing in accordance with the manufacturer's published specifications, Siemens Healthineers shall repeat such Service until the Equipment performs in accordance with the manufacturer's published specifications. The foregoing express warranty and remedy are exclusive and there are no other warranties expressed or implied with respect to the Service.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIEMENS HEALTHINEERS.

9. Equipment Retrofit
Siemens Healthineers, or its authorized Service provider, may make changes in the design or construction of Siemens Healthineers equipment without incurring any obligation hereunder to make such changes to the Equipment covered by this Attachment B. Customer shall, however, allow Siemens Healthineers, or its authorized Service provider, at Siemens Healthineers' expense, to retrofit components or make design changes which improve Equipment reliability but do not adversely affect Equipment performance.

10. OSHA
Customer shall provide Siemens Healthineers' field Service representative, or its authorized Service provider, with facilities at Customer's location which shall be adequate for Siemens Healthineers or its authorized Service provider to perform the Service contemplated by this Attachment B and comply with the regulations of the Secretary of Labor promulgated under the Occupational Safety and Health Act of 1970 as amended.

11. Force Majeure
Neither party shall be responsible for delay or nonperformance of obligations related to Service caused by a Force Majeure occurrence as detailed in the MPA.

12. Default and Termination
Customer shall be in default under this Attachment B upon the occurrence of any of the following ("Service Default"): (i) a failure by Customer to perform any obligation under this Attachment B within thirty (30) days of receipt of notice from Siemens Healthineers; (ii) a failure by Customer to grant Siemens Healthineers access to the Equipment as set forth in this Attachment B; (iii) a failure by Customer to notify Siemens Healthineers that the Equipment is in need of remedial maintenance or to permit Siemens Healthineers to inspect, repair or adjust the Equipment as deemed necessary by Siemens Healthineers or at any time during the Coverage Term in order to keep the Equipment operating in material compliance with the written specifications; (iv) a failure by Customer to maintain the Equipment in accordance with the manufacturer's written specifications; (v) a failure by Customer to purchase from Siemens Healthineers all necessary service parts and labor that are excluded from coverage under this Attachment B; or (vi) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Siemens Healthineers or any assignee of the foregoing (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract).

Upon the occurrence of any event of Service Default hereunder, Siemens Healthineers may, in addition to any and all other remedies available under law or this Attachment B, elect to: (i) immediately cease providing Service under this Attachment B and service under any and all other agreements between the parties, or suspend any Training courses or educational offerings provided under the Supplement until the Service Default is cured or corrected; (ii) terminate this Attachment B along with any corresponding Service Coverage Term associated herewith; (iii) void any and all warranties for the Equipment that have been affected by the use of unauthorized replacement parts and/or Customer or third-party labor. All rights and remedies available to Siemens Healthineers hereunder, by law or equity, shall be cumulative and there shall be no obligation for Siemens Healthineers to exercise a particular remedy.

In the event that Customer cures all Service Defaults hereunder, then prior to resumption of the Service under this Attachment B, Siemens Healthineers may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Siemens Healthineers' per-call rates and terms then in effect. Any repairs or adjustments which Siemens Healthineers determines are required due to: (i) the use of any non-Siemens Healthineers parts; (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of Service by Siemens Healthineers; or (iii) any of the exclusions set forth in Exclusions Section of this Attachment B, shall be charged to the Customer at Siemens Healthineers' rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of Service under this Attachment B.

13. Software Updates
Siemens Healthineers may require Customer to update Siemens Healthineers proprietary software or the Equipment operating system in order to perform Service under this Attachment B. Siemens Healthineers

reserves the right to provide Customer an EOS Announcement (as defined below) with respect to the Equipment software. In the event the Customer does not update or replace the software in accordance with Siemens Healthineers' direction within twelve (12) months from the EOS Announcement date, Siemens Healthineers may, at its option, (i) cancel this Attachment B or (ii) remove any affected Software or Equipment from coverage under this Attachment B. Siemens Healthineers will use commercially reasonable efforts to provide service or parts on a time and materials basis only, at Siemens Healthineers ' rates and terms then in effect, for any Software subject to an EOS Announcement. Nothing in this Attachment B shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens Healthineers in servicing the Equipment. In the event Customer's failure to update or replace the Equipment software in accordance with this Section results in a service call that could have been avoided by performing such software update or replacement, Siemens Healthineers may invoice Customer for such service call at Siemens Healthineers' rates and terms then in effect.

14. End Of Support

Notwithstanding anything to the contrary contained herein, in the event that Siemens Healthineers makes an end of support announcement (an "EOS Announcement") no less than twelve (12) months before the EOS Date that it will no longer offer Service coverage for an item of Equipment, software, or components thereof, or provide a particular Service coverage option or feature, whether due to the unavailability of spare parts, trained labor, obsolescence of software, or otherwise, then Siemens Healthineers may modify the end date of the Coverage Term to match the published EOS Date, or remove any affected Equipment, software, components, options or features from this Attachment B with a corresponding termination of the applicable Service Coverage Term.

In addition, on the EOS Date or anytime thereafter, Customer or Siemens Healthineers may immediately remove the affected Equipment, software, components, options or features from this Attachment B with a corresponding termination of the applicable Service Coverage Term upon written notice to the other party. For any Equipment that has been removed from coverage following an EOS Announcement, Customer may request that Siemens Healthineers provide service or parts on a time and materials basis only, at Siemens Healthineers' rates and terms then in effect.

CUSTOMER:

By: _____
Name (print): _____
Title: _____
Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.

By: _____
Name (print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave, Tarrytown, NY 10591

By: _____
Name (print): _____
Title: _____
Date: _____

District/Sales Office
Siemens Healthcare Diagnostic
221 Gregson Drive
Cary, NC 27511

Customer
Jupiter Fire and Rescue
3133 Washington street
Jupiter, FL 33458

Epoc instruments
Ship to: 410421
Sold to: 371522

Siemens Healthcare Diagnostic is pleased to submit the following two-page quotation for the products and services described herein at the stated prices and terms, subject to Customer's acceptance of the terms and conditions on the face and back hereof.

Item	Qty	Catalog No.	Description of Products and/or Services	Price
Labor	1		POC Professional services, Flat Fee	$5,000.00
Labor	1		Flat Fee Application Support – 1 day	$3,000.00
Travel	1		Travel: Flat Rate fee	$2,000.00
			On site help with epoc implementation and training for staff	
			Total:	$10.000.00

F.O.B.: US Shipping Point Only. Freight charges and taxes, if any, are payable upon receipt of invoice. Terms of payment: Net 30 days from invoice date. Past due payment is subject to 1.5% interest charge per month.

Siemens Healthcare Diagnostic

Prepared By Marcella Anderson

(Signature) Marcella Anderson

Name and Title Director, Customer Success Managers

Date: 02/11/2026

Customer's Acceptance

By _____

(Signature)

Name and Title _____

Customer P.O. # (initial if not applicable)

_____

Acceptance Date _____

This proposal is valid for 90 days. Agreement becomes effective upon Customer signature and Siemens acceptance.

SIEMENS HEALTHCARE DIAGNOSTIC
Terms and Conditions for Time and Material Services

1. Scope
Siemens will provide the services described on the first page hereof. Siemens will commence such services at the time set forth on the first page hereof or, if a date is not specified, then on a date mutually agreed to by Siemens and the Customer. Siemens personnel will be given full and free access to the Equipment and the facilities of the Customer in order to perform the services described herein. If the Equipment and the facilities are not made available at the appointed time, waiting time beyond a reasonable allowance will be charged at Siemens' prevailing rates. Customer shall provide a suitable environment for the Equipment and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements for the installation of the Equipment are met.

2. Causes for Exclusion/Separate Charges
This Agreement specifically excludes labor, parts and expenses resulting from (i) any force majeure occurrence as defined in Section 11 hereof or other unforeseen circumstances, (ii) any hidden or concealed condition or defect, (iii) any damage by the Customer or other third party in the process of relocating the Equipment, or (iv) the negligence or intentional misconduct of the Customer or any other party not under the control and supervision of Siemens.

3. Default
Siemens reserves the right to suspend services hereunder and/or cancel this Agreement if the Customer is in default. An event of default shall include, but is not limited to, a failure by Customer to make any payment due Siemens under this Agreement, failure to grant Siemens access to the Customer's facility or to perform any other obligation hereunder, the filing of any notice under Federal Bankruptcy laws, or a default by Customer under any other obligation to or agreement with Siemens or any affiliate or assignee of Siemens (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract).

4. Limitation of Liability
Siemens' entire liability and Customer's exclusive remedy for any direct damages incurred by the Customer from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under the Agreement or related hereto, shall not exceed the amount paid by Customer to Siemens hereunder. The foregoing limitation of liability shall not apply to claims by Customer for bodily injury or damage to real property or tangible personal property to the extent caused by Siemens' negligence or willful misconduct. In addition, Siemens shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due a force majeure occurrence as described in paragraph 11 hereof or other causes beyond the reasonable control of Siemens.

5. Notices; Non-Assignment
All notices and changes to this Agreement must be in writing. The Agreement is not assignable except that Siemens may assign without Customer approval to any subsidiary or affiliated company or to any of its authorized subcontractors.

6. Governing Law
This Agreement shall be governed by the laws of the State of Illinois.

7. Government Access Clause
Until the expiration of four (4) years after the furnishing of any services under this Agreement, Siemens shall make available upon written request of the Secretary of the Department of Health and Human Services or upon the written request of the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Siemens which are necessary to certify the nature and extent of costs incurred under this Agreement. If Siemens carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract. This provision shall apply if and solely to the extent that Section 1861 (v) (1) (I) of the Social Security Act applies to this Agreement.

8. Attorney's Fees
The prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

9. Severability; Headings
No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

10. Waiver
No failure, and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

11. Force Majeure
Siemens will not be liable to Customer for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. In addition, in the event of any determination pursuant to the provisions of a collective bargaining agreement between the Customer and any labor union representing any employees of the Customer preventing or hindering the performance of any of the obligations of Siemens under this Agreement, or determining that the performance of any such obligations violates provisions of that collective bargaining agreement, or in the event a trade union, or unions, representing any of the employees of the Customer otherwise prevents Siemens from performing any such obligations, then Siemens shall be excused from the performance of such obligations unless the Customer makes all required arrangements with the trade union, or unions, to permit Siemens to perform the work. The Customer shall pay any additional costs incurred by Siemens that are related to any labor dispute(s) that involve the Customer.

12. Execution
If Customer is a corporation or partnership, the person signing this Agreement on its behalf certifies that such person is an officer or partner thereof, that his or her action was duly authorized by appropriate corporate or partnership action, that such action does not conflict with the corporate charter or bylaws or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders to his or her action is required,

13. Entire Agreement
This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and it may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto. Any variation in the terms of this Agreement (including, but not limited to, the inclusion of terms and conditions in any Purchase Order or other document issued by the Customer) shall not be deemed to be a part hereof and shall not be binding upon Siemens unless set forth in writing and executed by the appropriate designated officer of Siemens. Subject to the limitations expressed herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and permitted assigns. Notwithstanding anything to the contrary contained herein, the provisions of Sections 4, 6, 7, 8, 9 and 10 shall survive the expiration or termination of this Agreement.

THIS IS AN AGREEMENT FOR SERVICES. THERE ARE NO SIEMENS WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, UNFORESEEN, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER.

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.

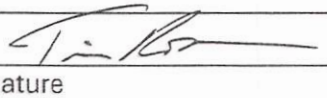
Type of Source: ____ Sole Source __X__ Single Source	
Sole Source: The **ONLY** known supplier for unique products and services where no other options are available Single Source: Though there may be alternate sources for the product or service requested, circumstances dictate the use of the proposed 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: $ 64,243.00	
Funding Source: 552000 EMS OPS 04534126	
Part 2: Vendor Information	
Vendor Name: Siemens Healthcare Diagnosis, Inc	Vendor Contact Name: Alecxander Stuart
Vendor Address: 511 Benedict Avenue, Tarrytown NY 10591	Vendor Munis ID number: 4480
Vendor Phone: 954-801-8150	Vendor Email: alecxander.stuart@siemens-healthineers.com
Part 3: Description and Purpose of Commodity and/or Service	
Please describe what the commodity or service is and what it is being purchased for. The EPOC Blood Analysis System is a point-of-care lab values from the patient blood.	
Part 4: 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, a summary is that the EPOC Blood Analysis System can measure pH, pCO2, pO2, TCO2, Na+, K+, Ca2+, Cl-, blood glucose, lactate, blood urea nitrogen, creatinine, and hematocrit. In addition, the sampling cards do not require refrigeration or additional time to defrost before use. Siemens provides support services to achieve certification with regulatory agency, CLIA.	

Part 5: 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		02/09/2026
Requestor	Signature	Date
	Darrel Donatto Darrel Donatto 2026.02.11 13:11:24 -05'00'	
Director	Signature	Date

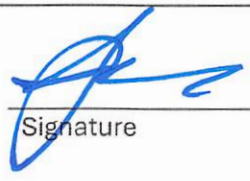
Part 7: IS (If Applicable)

Karl Craig		
Information Systems Director	Signature	Date

Part 8: Finance

Billie Hancock	Billie Hancock	2/12/2026
Procurement Manager	Signature	Date
Scott Reynolds, Director ☑ Dawn Clark, Assistant Director	Dawn Clark	03/17/2026
Finance Director	Signature	Date

Part 9: Town Manager

Frank Kitzerow		03/18/2026
Town Manager	Signature	Date

DATE: February 6, 2026

TO: Scott Reynolds, Director of Finance

FROM: Fire Chief

SUBJECT: Sole Source Procurement Justification – Siemens EPOC Blood Analysis System

This memorandum serves as a formal sole-source justification for the procurement of the Siemens EPOC Blood Analysis System. This purchase is crucial for the operational readiness and efficiency of the new Jupiter Fire Rescue department. A review of comparable point-of-care blood analyzers used in prehospital and emergency medical settings found no alternative system capable of meeting the combined clinical, operational, regulatory, and training requirements outlined below. 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 EPOC Blood Analysis System 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 blood analyzer capable of performing rapid and comprehensive blood analysis. The EPOC Blood Analysis System uniquely meets these requirements by analyzing multiple components with a single card and providing results within 3 minutes. The EPOC Blood Analysis System can measure pH, pCO2, pO2, TCO2, Na+, K+, Ca2+, Cl-, blood glucose, lactate, blood urea nitrogen, creatinine, and hematocrit. In addition, the sampling cards do not require refrigeration or additional time to defrost before use.

The use of equipment that produces blood lab values requires strict oversight by the governing agency, called Clinical Laboratory Improvement Amendments (CLIA). To use this type of device, specific steps must be completed before inspection by CLIA or an approved accreditation organization. One component is hiring a technical consultant. The technical consultant develops policies and procedures for the organization to follow and to meet CLIA requirements. In addition, a technical consultant is needed to verify that all employees using the equipment have demonstrated a competency assessment. The other component is training all employees on the equipment and coordinating that training with the technical consultant. In addition, the program administration needs to be trained on all of the performance verification testing. Siemens offers these services as part of the purchase contract. Because CLIA compliance is device-specific, the technical consultant, validation processes, competency assessments, and training must be

specific to the EPOC system. These services cannot be replicated or substituted by a third party without compromising regulatory compliance.

In accordance with the Town's policy (Section 2), a letter from Siemens is attached confirming its status as the sole source for this type of blood analyzer technology.

Based on the unique technical capabilities of the Siemens EPOC Blood Analysis System, its exclusive compatibility with CLIA regulatory requirements, and Siemens' sole ability to provide the required technical consulting, training, and support, this procurement fully satisfies the Town of Jupiter's Sole Source Purchase Policy. I respectfully request approval to proceed with this sole-source purchase.

I appreciate your consideration of this critical public safety procurement.

Respectfully,

Fire Chief
Town of Jupiter Fire Rescue

NOTICE OF INTENDED DECISION TO PROCEED WITH SINGLE SOURCE PURCHASE

NOTICE No. JFRD -2026-02 – NOTICE OF INTENT

This notice of intended decision to enter into a single-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, point-of-care blood analysis system. A review of comparable point-of-care blood analyzers used in prehospital and emergency medical settings found no alternative system capable of meeting the combined clinical, operational, regulatory, and training requirements that the Siemens EPOC Blood Analysis System provides, including technical consultation, training, and support.

Jupiter Fire Rescue Department requires a blood analyzer capable of performing rapid and comprehensive blood analysis. The EPOC Blood Analysis System uniquely meets these requirements by analyzing multiple components with a single card and providing results within 3 minutes. The EPOC Blood Analysis System can measure pH, pCO2, pO2, TCO2, Na+, K+, Ca2+, Cl-, blood glucose, lactate, blood urea nitrogen, creatinine, and hematocrit. In addition, the sampling cards do not require refrigeration or additional time to defrost before use.

The use of equipment that produces blood lab values requires strict oversight by the governing agency, called Clinical Laboratory Improvement Amendments (CLIA). To use this type of device, specific steps must be completed before inspection by CLIA or an approved accreditation organization. One component is hiring a technical consultant. The technical consultant develops policies and procedures for the organization to follow and to meet CLIA requirements. In addition, a technical consultant is needed to verify that all employees using the equipment have demonstrated a competency assessment. The other component is training all employees on the equipment and coordinating that training with the technical consultant. In addition, the program administration needs to be trained on all of the performance verification testing. Siemens offers these services as part of the purchase contract. Because CLIA compliance is device-specific, the technical consultant, validation processes, competency assessments, and training must be specific to the EPOC system. These services cannot be replicated or substituted by a third party without compromising regulatory compliance.

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 March 6, 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.

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie S. Hancock*

Date: March 18, 2026

Re: Procurement Review Memo– Single Source Purchase Order to Siemens

(4) EPOC blood Analysis Systems

After reviewing the documents associated with the request to issue a Single Source Purchase Order for four (4) EPOC Blood Analysis Systems to Siemens in the amount of $64,243, I have found that the request meets all procurement requirements of Section 287.057(3)c, F. S.

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

TOWN OF JUPITER
Billing Services Agreement for EMS Medical Billing with EMS Management & Consultants

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Approval of a Billing Services Agreement with EMS Management & Consultants for $73,000 annually for third party transport billing and collections.

EXECUTIVE SUMMARY

Staff seeks approval of a Billing Services Agreement with EMS Management & Consultants for $73,000 annually based on a Town of Palm Beach competitively-bid solicitation (RFP No. 2022-13) for professional third-party Emergency Medical Services (EMS) billing and revenue recovery services.

The primary objective of this agreement is to optimize the processing of ambulance transport billing, reduce administrative burdens on Fire/EMS personnel, and ensure strict compliance with applicable federal and state regulations.

Use of the proposed contract will provide adequate time to implement all necessary systems and procedures in advance of the October 1, 2026 go-live date for Jupiter Fire Rescue Department to begin EMS transport billing services as the Town transitions Fire and EMS operations from the County to the Town. This approach will help ensure a smooth transition for both the public and administrative staff.

ANALYSIS

The management and administration of EMS transport billing is a complex and resource-intensive process. If handled internally, it can create significant administrative burdens and require additional staffing resources. Utilizing a specialized third-party provider allows the Town to efficiently manage billing operations while maintaining compliance with applicable healthcare regulations and payer requirements.

EMS Management & Consultants provides specialized expertise in ground ambulance transport billing, including insurance verification, claims submission, payer coordination, collections, and regulatory compliance. Engaging a third-party billing provider allows Fire Rescue personnel to focus on critical emergency response and patient care rather than administrative billing functions.

In addition, the use of an experienced EMS billing provider supports improved revenue recovery, ensures adherence to evolving healthcare regulations, facilitates coordination with insurance providers and federal programs such as Medicare and Medicaid, and provides ongoing auditing and compliance monitoring.

The proposal includes the following fee structure:

- 4.0% of Net Collections
- $7.00 per Medicaid claim
- 6.0% Public Consulting Group Public Emergency Medical Transport
- 3.0% Public Consulting Group Managed Care Organization

Town Council's approval will authorize the Mayor to execute a billing services agreement with EMS Management & Consultants based on the Town of Palm Beach contract, and estimated annual funding of $73,000.

STRATEGIC PRIORITY

● Safety
● Fiscal Responsibility

ATTACHMENTS

1. Billing Services Agreement
2. Palm Beach Approval Letter to Use Contract
3. Vendor Approval Letter
4. Palm Beach EMS Billing Contract
5. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	$73,000 Estimated Annually Subject to Appropriation	Sources:04534026-534000 Other Contractual Services
Amount Approved in Budget	$	
Additional Funding Requested	$	Sources:

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2367.

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the TOWN OF JUPITER dba: JUPITER FIRE RESCUE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

WHEREAS, Client has identified Town of Palm Beach, contract dated January 23, 2023, that allows other public bodies to utilize this contract on a Cooperative Procurement basis.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten

(10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to:

- (4.0%) percent of “Net Collections” and
- $7.00 per Medicaid claim
- 6.0% PCG PEMT
- 3.0% PCG MCO

as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client’s transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10^{th}) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20^{th} day of the month in which the invoice is first presented to Client (the “Payment Date”). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC’s bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on August 1, 2026, and shall thereafter continue through December 31, 2027, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees.

b. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC

will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for

the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose

any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the

Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and

judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Palm Beach County, Florida, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for Palm Beach County, Florida, or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as

comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Town of Jupiter
Jupiter Fire Rescue
210 Military Trail
Jupiter, FL 33458

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Florida, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	**Town of Jupiter**
By: _____	By: _____
Print Name: _____	Print Name: Jim Kuretski_____
Title: _____	Title: Town Mayor_____
Date: _____	Date: _____

ATTEST:

By: _____
Merriane Lahmeur, Town Clerk

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

Date: _____

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 2025, by and between the Town of Jupiter, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**Town of Jupiter**
By: _____	By: _____
Print: _____	Print: Jim Kuretski_____
Title: _____	Title: Town Mayor_____
Date: _____	Date: _____

TOWN OF PALM BEACH

Purchasing Department

November 19, 2025

Tim Roche

Town of Jupiter Fire Rescue

210 Military Trail

Jupiter, FL 33458

Dear Chief Roche,

This letter serves as formal notification that the Town of Palm Beach agrees to allow the Town of Jupiter, FL, to piggyback the contract on the Town of Palm Beach Billing Services Agreement dated January 23, 2023, with EMS Management and Consultants.

Sincerely,

951 Okeechobee Road • Suite D • West Palm Beach, Florida 33401 • (561) 838-5406 • Fax (561) 835-4688
Website: www.townofpalmbeach.com

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EMS | MC

November 4, 2025

Tim Roche
Town of Jupiter Fire Rescue
210 Military Trail
Jupiter, FL 33458

Dear Mr. Roche,

This letter serves as formal notification that EMS Management & Consultants, Inc. agrees to allow the Town of Jupiter, FL, to piggyback off the Town of Palm Beach Contract dated January 23, 2023, in a cooperative procurement manner.

Sincerely,

Signed by:
Jay Gyure
D4654ABACD10486...
Jay Gyure
Chief Financial Officer

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BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 23rd day of January 2023 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the TOWN OF PALM BEACH (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

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2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

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or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

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l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

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v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

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training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to (4.0%) percent of "Net Collections" and $7.00 per Medicaid claim, as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are

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paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10^{th}) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20^{th} day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

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6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on January 1, 2023 and shall thereafter continue through December 31, 2024 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for up to three (3) successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon

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request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to

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be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

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10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance

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Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys'

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fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this

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indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

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12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Town of Palm Beach
300 North County Road
Palm Beach, FL 33480

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

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Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	Town of Palm Beach
By: DocuSigned by: Jay Gyure D4654ABACD10486...	By:
Print Name: Jay Gyure	Print Name: DEAN R MEALY II
Title: CFO	Title: PROCUREMENT & CONTRACT MANAGER
Date: 1/23/2023	Date: 23 JANUARY 2023

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Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the 23rd day of January, 2023, by and between the Town of Palm Beach hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

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or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

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1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

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given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

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1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

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b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

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b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

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c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

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IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**Town of Palm Beach**
By: DocuSigned by: Jay Gyure D4654ABACD10486...	By:
Print: Jay Gyure	Print: DEAN R MISNER II
Title: CFO	Title: PROCUREMENT & CONTRACT MANAGER
Date: 1/23/2023	Date: 23 JANUARY 2023

MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Billie Hancock, Procurement Manager *Billie Hancock*

Date: March 3, 2026

Re: Procurement Review – Authorization to Piggyback Town of Palm Beach EMS Billing Contract for JFRD

After reviewing the documents associated with the request to enter into a piggyback contract with EMS Management & Consultants to provide professional, third-party Emergency Medical Services (EMS) billing and revenue recovery from the Town of Palm Beach's competitively bid contract, I have found that the request meets all procurement requirements of F.S. 287.056.

The contract includes the following

- An assignability clause
- Specific Items were included in the original bid and used in the evaluation of contract award
- Original contract has not expired or it has been renewed.
- Publicly advertised, issued and awarded by a bona-fide governmental entity
- Awarded vendor(s) are willing to extend participation to the Town

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

TOWN OF JUPITER
Palm Beach County 5-year EMS Grant Agreement

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 48-26, approving the Palm Beach County 5-year grant agreement

EXECUTIVE SUMMARY

Approval of this resolution authorizes the Town Manager to execute an Agreement for EMS Grant Funds with Palm Beach County, allowing the Town of Jupiter to participate in the County's Emergency Medical Services (EMS) grant program. Approval of the agreement enables the Town to seek reimbursement for eligible EMS equipment, medications, supplies, and training that support and enhance the delivery of pre-hospital emergency medical services to the community. The Town Attorney has reviewed the attached Agreement for EMS Grant Funds and finds it acceptable.

ANALYSIS

Palm Beach County administers EMS grant funding derived from the Florida Department of Health's EMS Trust Fund to support improvements in pre-hospital emergency medical services throughout the county. Under the proposed agreement, the Town of Jupiter may apply for and receive reimbursement for approved EMS equipment, supplies, medications, and training, provided that purchases are completed and documented in accordance with the program's requirements. Participation in the program requires the Town to enter into a formal agreement with Palm Beach County outlining responsibilities, documentation requirements, and compliance with applicable state and county regulations. Approval of this resolution authorizes the Town Manager to execute an Agreement for EMS Grant Funds with Palm Beach County, allowing the Town of Jupiter to participate in the County's Emergency Medical Services (EMS) grant program.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 48-26
2. Agreement for EMS Grant Funds

FUNDING SOURCE
Funding is not required for this request.

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

RESOLUTION NO. 48-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN AGREEMENT FOR EMERGENCY MEDICAL SERVICE GRANT FUNDS WITH PALM BEACH COUNTY AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the Florida Department of Health Emergency Medical Services (EMS) Program (the Program) administers the EMS Trust Fund pursuant to Chapter 401, Part II, Florida Statutes, the purpose of which is to improve and expand pre-hospital emergency medical services throughout the State of Florida; and

WHEREAS, the Florida Department of Health distributes 45% of the EMS Trust Fund monies among the counties of Florida each year; and

WHEREAS, pursuant to Section 401.113, Florida Statutes, Palm Beach County is authorized to distribute a portion of these monies to emergency medical service providers within Palm Beach County to improve and expand pre-hospital emergency medical services; and

WHEREAS, Palm Beach County has established a grant program to reimburse licensed municipal EMS providers for certain EMS equipment, medications, supplies, and training to enhance emergency medical services; and

WHEREAS, the Town of Jupiter's Fire Rescue Department provides pre-hospital emergency medical services to the residents and visitors of the Town of Jupiter (the Town); and

WHEREAS, the Town desires to participate in the Program and to enter into an Agreement for EMS Grant Funds (Agreement) with Palm Beach County for the purpose of obtaining reimbursement for approved EMS equipment, supplies, medications, and/or training; and

WHEREAS, under the terms of the Agreement, Palm Beach County may reimburse the Town for approved purchases of EMS equipment and/or training, provided that the Town submits the required documentation and complies with all program requirements.

WHEREAS, the Town Council finds that participation in this Program will enhance the Town's ability to provide high-quality emergency medical services to the community.

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

Section 1. Recitals.

The foregoing recitals are hereby ratified and confirmed and incorporated herein by reference.

Section 2. Approval of Agreement.

The Town Council hereby approves the Agreement for EMS Grant Funds between Palm Beach County and the Town of Jupiter, a copy of which is attached hereto.

Section 3. Authorization.

The Town Manager is hereby authorized to execute the Agreement with Palm Beach County and any related documents necessary to implement the Agreement and participate in the Program.

Section 4. Effective Date.

This resolution shall take effect immediately upon execution.

#7735570 v1 26503-00001

AGREEMENT
FOR EMS GRANT FUNDS

THIS AGREEMENT ("Agreement") is made as of _____, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and **Town of Jupiter**, a municipal corporation of the State of Florida (herein referred to as "MUNICIPALITY").

WITNESSETH

WHEREAS, the Florida Department of Health (DOH), through its Emergency Medical Services (EMS) Program, is authorized by Chapter 401, Part II, Florida Statutes, to dispense EMS Trust Fund moneys throughout the State to improve and expand pre-hospital emergency medical services; and

WHEREAS, DOH annually divides forty-five percent (45%) of the EMS Trust Fund moneys among the counties ("EMS Grant"); and

WHEREAS, pursuant to Section 401.113, Florida Statutes, the COUNTY may distribute the funds that it receives under said program ("EMS Grant Funds") to EMS organizations within Palm Beach County to improve and expand pre-hospital emergency medical services, as deemed appropriate by the Board of County Commissioners ("Board"); and

WHEREAS, the Board desires to distribute some of the EMS Grant Funds to reimburse licensed municipal EMS providers in Palm Beach County for their purchase of certain EMS equipment, medications, supplies, and/or training; and

WHEREAS, the COUNTY desires to open at least one grant application period each year during which municipal EMS providers can submit grant requests for EMS Grant Funds to reimburse them for their purchase of certain EMS equipment, medications, supplies, and/or training; and

WHEREAS, the MUNICIPALITY desires to participate in this grant program, which is subject to the terms and conditions of the EMS Grant program and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 – CONTRACT MONITORS

The COUNTY's contract monitor during the term of this Agreement shall be _____, whose telephone number is **561-712-____.**

The MUNICIPALITY's contract monitor during the term of this Agreement shall be name **Tim Roche ,** title/position **Division Chief,** whose telephone number is **561-741-2481 .**

ARTICLE 3 – REQUEST AND APPROVAL FOR RECEIPT OF EMS GRANT FUNDS

The COUNTY, through its Division of Emergency Management, will open at least one grant application period per year during which municipal EMS providers in Palm Beach County can submit grant requests for EMS Grant Funds to reimburse municipalities for their purchase of certain EMS equipment, medications, supplies, and/or training.

During each application period and grant cycle, if the MUNICIPALITY desires to receive EMS Grant Funds from the COUNTY, the MUNICIPALITY must submit a request for EMS Grant Funds and provide the COUNTY with documentation specifying the EMS equipment, medications, supplies, and/or training that will be procured by the MUNICIPALITY.

The COUNTY's EMS Administrator, through the County Administrator, is hereby authorized to approve or deny such requests in its reasonable discretion, which may take into consideration the amount of EMS Grant Funds available and how the MUNICIPALITY's request will promote the purpose of the EMS Grant program to improve and expand pre-hospital EMS. If the MUNICIPALITY's request for EMS Grant funding is approved, the COUNTY, through its Division of Emergency Management, will document the request and approval, and such documentation shall be deemed to be incorporated by reference into this Agreement. For purposes of this Agreement, "EMS Equipment" shall mean and include any EMS equipment, medications, or supplies approved hereunder for reimbursement from EMS Grant Funds; "EMS Training" shall mean any EMS training approved hereunder for reimbursement from EMS Grant Funds; and "EMS Equipment/Training" shall mean singularly and collectively any EMS Equipment and/or EMS Training approved for reimbursement hereunder.

If the MUNICIPALITY's request for EMS Grant funding is approved, the COUNTY will reimburse the MUNICIPALITY for its purchase of the approved EMS Equipment/Training, subject to the terms and conditions of the EMS Grant program and this Agreement.

The MUNICIPALITY must submit the required purchase documentation for reimbursement as detailed in Article 4. Purchase and receipt of the approved EMS Equipment/Training, and submittal of the required purchase documentation, must be completed within six months of said approval by the COUNTY. The COUNTY's EMS Administrator may extend this deadline based on extenuating circumstances and subject to any requirements of the EMS Grant program. Approved documentation will be processed by the Palm Beach County Finance Department for payment to the MUNICIPALITY.

ARTICLE 4 – RESPONSIBILITIES OF MUNICIPALITY

MUNICIPALITY shall:

A. Comply with general requirements of the COUNTY, this Agreement, and conditions of the EMS Grant program.

B. Within six months of the COUNTY's approval of the EMS Equipment/Training, submit to the COUNTY contract monitor, copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that the approved EMS Equipment/Training was purchased, received and completed by the MUNICIPALITY.

C. Immediately reimburse the EMS Grant Funds to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment or the duration of the EMS Training; or if the MUNICIPALITY's purchase and receipt of the EMS Equipment and/or completion of the EMS Training is not completed within the time frames set forth herein. The COUNTY's EMS Administrator may extend these deadlines based on extenuating circumstances and subject to any requirements of the EMS Grant program.

D. For any EMS Training approved for reimbursement hereunder, within six months of the COUNTY's approval of the EMS Training, the MUNICIPALITY shall submit a training report to the COUNTY's Division of Emergency Management documenting that the training has been completed, including a sign in sheet, and the date, title and contact number of the persons that received such training. The COUNTY's EMS Administrator may extend this deadline based on extenuating circumstances and subject to any requirements of the EMS Grant program. It is the responsibility of the MUNICIPALITY to provide the training. The MUNICIPALITY's failure to satisfactorily complete the training in the time frame provided shall constitute a material breach of this Agreement. As such, COUNTY may terminate this Agreement, and/or demand that the MUNICIPALITY promptly reimburse all, or an applicable portion of, the EMS Grant Funds to the COUNTY, which the MUNICIPALITY agrees to do.

E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment/Training is for an improvement and expansion of pre-hospital emergency medical services within Palm Beach County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment/Training under the terms and conditions of the EMS Grant program and this Agreement and will permit an audit.

F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY's EMS Equipment/Training, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program to the extent necessary for the COUNTY to comply with the EMS Grant program, including but not limited to provisions relating to use of EMS Grant Funds, reports, inspections, audits, procuring, inventorying, insuring and safeguarding equipment.

ARTICLE 5 – LIABILITY AND INDEMNIFICATION

The MUNICIPALITY shall be liable for its own actions and negligence; and to the extent permitted by law, shall indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages relating to or arising out of the EMS Equipment/Training, including but not limited to the MUNICIPALITY's use, care and/or maintenance of, or training relating to, the EMS Equipment, and MUNICIPALITY's acts or omissions relating to or arising from the EMS Training; and/or the MUNICIPALITY's acts or omissions that cause the COUNTY to be in breach or violation of the EMS Grant program. Nothing in this Agreement shall be construed as a waiver of either party's sovereign immunity or consent by either party to be sued by third parties.

ARTICLE 6 – AVAILABILITY OF FUNDS

The COUNTY's performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation by the Board for the purposes hereunder and the availability of EMS Grant Funds. The total amount of approved requests for EMS Grant Funds each fiscal year to all municipalities participating in the program shall not exceed the amount of EMS Grant Funds budgeted by the Board for this purpose for said fiscal year. Ongoing costs for the EMS Equipment/Training, including, but not limited to, operation, use, maintenance, replacement and training, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

ARTICLE 7 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

ARTICLE 8 – ARREARS

The MUNICIPALITY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 9 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after expiration or

termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY's place of business. The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 10 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the MUNICIPALITY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the MUNICIPALITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The MUNICIPALITY shall include this language in its subcontracts.

ARTICLE 11 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services and training during the life of the EMS Equipment and the duration of the EMS Training, as applicable. Proof of such licenses and approvals shall be submitted to the COUNTY's contract monitor upon request.

ARTICLE 12 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 13 - SURVIVABILITY

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

ARTICLE 14 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Richard Ellis, Deputy Director
Palm Beach County Division of Emergency Management
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to the MUNICIPALITY, notices shall be addressed to:
Tim Roche, Division Chief
210 Military Trail
Jupiter, FL 33458

ARTICLE 15 – INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 16 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17 – EFFECTIVE DATE AND TERMINATION

This Agreement shall commence upon approval by both parties, and shall continue for a term of five (5) years. The parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment or agreement approved by both parties.

If the COUNTY determines that the MUNICIPALITY has breached any material terms of this Agreement or the EMS Grant program, the COUNTY may terminate this Agreement, and/or demand that the MUNICIPALITY promptly reimburse all, or an applicable portion of, the EMS Grant Funds to the COUNTY, which the MUNICIPALITY agrees to do.

ARTICLE 18 – E-VERIFY - EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section

448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

ARTICLE 19 – PUBLIC RECORDS

Both parties shall comply with Florida's public records laws.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services and/or performance contemplated herein, to include those applicable to conflict of interest and collusion. The MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the performance of the terms of this Agreement.

ARTICLE 23 – SCRUTINIZED COMPANIES

As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if MUNICIPALITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by MUNICIPALITY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 24 - COUNTERPARTS

This Agreement, including any exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Joseph Abruzzo, County Administrator

MUNICIPALITY

By: _____

Frank Kitzerow
Typed Name

Town Manager
Typed Title

ATTEST:

By:_____
Municipal Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Municipality Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Department Director

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Municipality Representative

TOWN OF JUPITER
Beacon Park Future Land Use and Zoning Map Amendments

DATE	April 7, 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

Reconsideration of **Ordinance 7-26** for a Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R-1, Residential, Single-Family District, on 34.3± acres located on the east side of Island Way;

First Reading of **Ordinance 3-26** for a Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Medium Density Residential, on 23.4± acres located on the west side of Island Way; and,

First Reading of **Ordinance 8-26** for a Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R-3, Residential, Limited Multi-Family District, on 23.4± acres located on the west side of Island Way.

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

ANALYSIS

The attached staff report contains the analysis of the Comprehensive Plan Policies and Strategic Plan in Section 1. Section 2 of the report analyzes the considerations for the residential 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 the R-1, Single Family Residential zoning district to the east side. The following summary outlines the information the Town Council requested as follows:

East Side Reconsideration:
The Town Council requested reconsideration of the east side zoning. 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 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
- Manage Growth
- Mobility
- Strong Local Economy

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

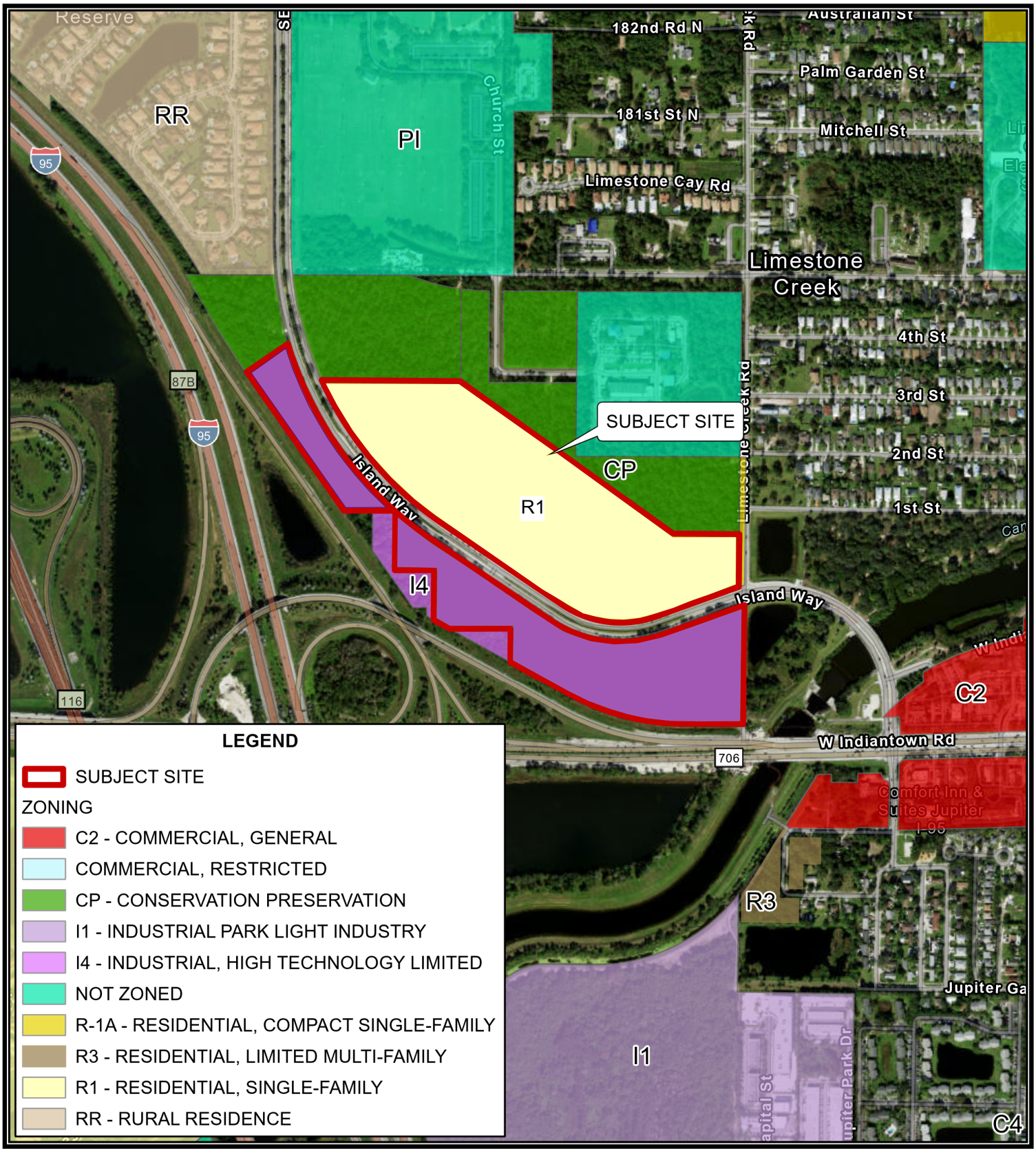
#7542839 v1 26503-00001

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.



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1 inch equals 750 feet

0 375 750 Feet

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/8/2025] ESS

Proposed Zoning Map

Beacon Park

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

5

ORDINANCE NO. 3-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE 57-89 WHICH ADOPTED THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP TO ASSIGN A FUTURE LAND USE DESIGNATION OF MEDIUM DENSITY RESIDENTIAL TO 23.4+/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF LIMESTONE CREEK ROAD ON THE SOUTHWEST SIDE OF ISLAND WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), has adopted a Comprehensive Plan in accordance with the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"); and,

WHEREAS, the Florida Department of Commerce's predecessor agency, the Department of Community Affairs, determined that the Town's Comprehensive Plan was "in compliance" with the provisions of the Act; and,

WHEREAS, CROSSROADS 6101 LLC is the owner (the "Owner") of 34.3+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A";** and,

WHEREAS, the subject property is generally located west of Limestone Creek Road on the southwest side of Island Way; and,

WHEREAS, the owner has petitioned the Town to amend the subject property's existing future land use designation of General Industrial with the

Bioscience Research Protection Overlay to Medium Density Residential (the "Application"); and,

WHEREAS, the Town's Local Planning Agency (the "LPA") has conducted a public hearing as required by Section 163.3174(4)(a), Fla. Stat. to consider the Application; and,

WHEREAS, the LPA has recommended to the Town Council that it deny the application to assign a future land use of Medium Density Residential and remove the subject property from the Bioscience Research Protection Overlay; and,

WHEREAS, notice of a public hearing regarding the proposed change of the future land use was published and a public hearing was conducted in accordance with Section 163.3187, Fla. Stat.

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

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

Section 2. The Town Council has determined that it is appropriate to amend Ordinance 57-89 which adopted the Comprehensive Plan of the Town of Jupiter, to assign a future land use designation of "Medium Density Residential" to the subject property, to remove the subject property from the Bioscience Research Protection Overlay, and to assign a trip cap of (INSERT) to the subject property. The subject property is shown in the attached **Figure "1**", which is incorporated herein.

Section 3. The effective date of this ordinance amending the Town's Comprehensive Plan shall be 31 days after its adoption by the Town Council, unless it is challenged by an affected party. If challenged, the ordinance amending the comprehensive plan shall not become effective until either the state land planning agency or the Administrative Commission issues a Final Order determining that the

plan amendment is in compliance with the Act pursuant to Section 163.3187(3)(c), Fla. Stat.

Attachments: Exhibit "A" - Legal description of the subject property
Figure "1" - New Future Land Use Map

#7575618 v1 26503-00001

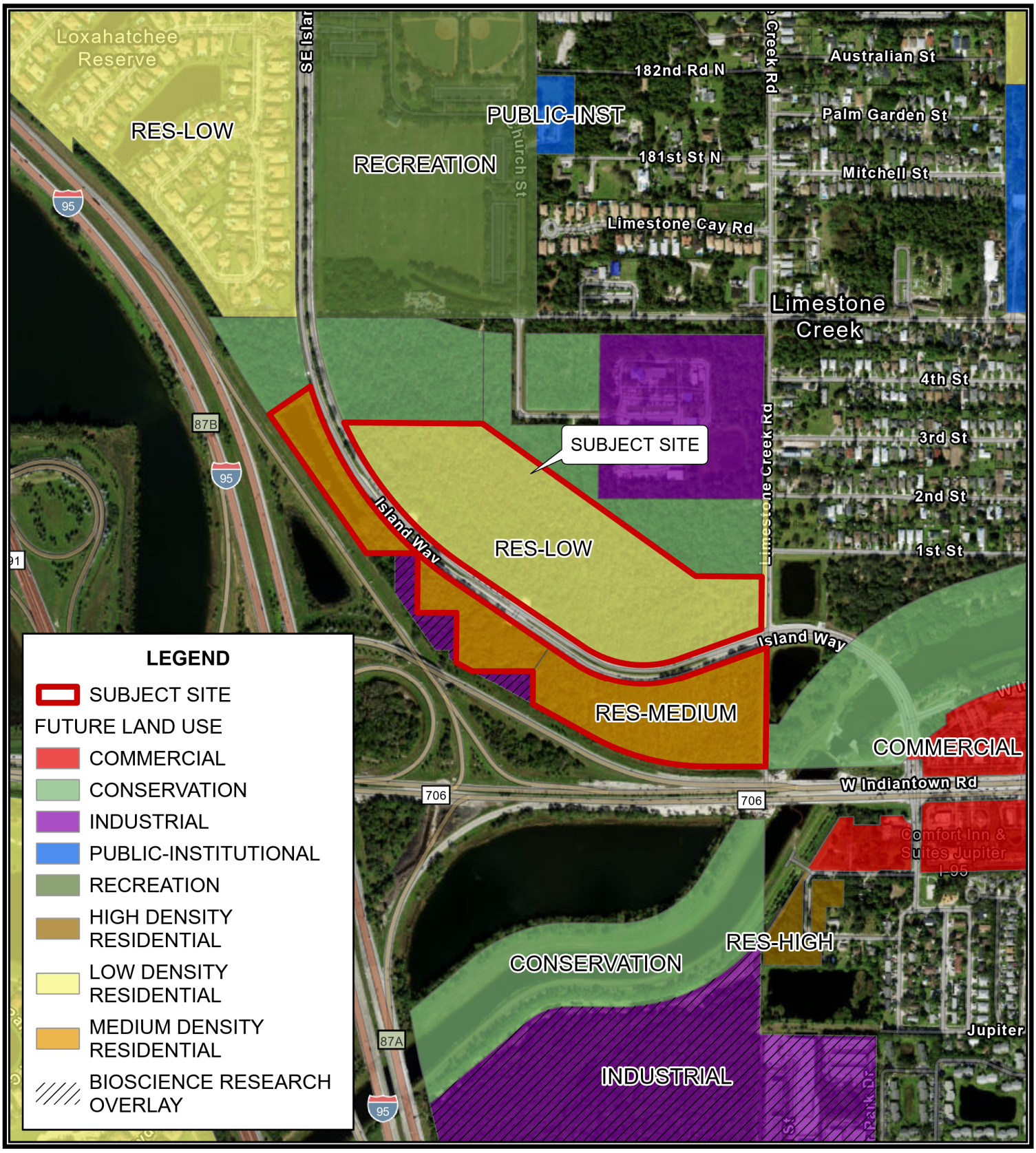
SOUTH PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE N00°36'38"E ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 124.96 FEET; THENCE N89°23'22"W, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION BETWEEN THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND THE WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD, SAID POINT BEING THE **POINT OF BEGINNING**; THE FOLLOWING THREE (3) CALLS BEING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: THENCE N89°52'20"W, A DISTANCE OF 305.67 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1338.39 FEET AND A CENTRAL ANGLE OF 28°36'37"; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 668.32 FEET; THENCE N61°15'43"W, A DISTANCE OF 390.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 4; THENCE N00°33'11"E ALONG SAID LINE, A DISTANCE OF 189.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE SOUTH THREE QUARTERS (S. 3/4) OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 4; THENCE S89°54'20"W ALONG SAID LINE, A DISTANCE OF 346.59 FEET TO THE SOUTHEAST CORNER OF A RIGHT-OF-WAY PARCEL AS SHOWN IN OFFICIAL RECORDS BOOK 3898, PAGE 1320, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N61°15'43"W ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, A DISTANCE OF 103.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 887.29 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N00°29'48"E ALONG SAID LINE, A DISTANCE OF 280.03 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 330.00 FEET OF THE S. 3/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE S89°54'20"W ALONG SAID LINE, A DISTANCE OF 224.55 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF (N. 1/2) OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N00°31'29"E ALONG SAID LINE, A DISTANCE OF 337.36 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID LINE BEING THE NORTH LINE OF THE N. 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 4; THENCE N89°58'42"W ALONG SAID LINE, A DISTANCE OF 287.36 FEET TO A CORNER OF SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N35°00'50"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 891.55 FEET TO THE SOUTHWEST CORNER OF HIGH TECH/BIOSCIENCE PARCEL 2, AS SHOWN IN OFFICIAL RECORDS BOOK 24443, PAGE 41, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID CORNER BEING A POINT OF CURVE CONCAVE NORTHEAST, SAID CURVE HAVING A RADIUS OF 5635.58 FEET AND A

CENTRAL ANGLE OF 0°44'31"; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 73.00 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, N55°43'50"E ALONG THE SOUTHEASTERLY LINE OF SAID HIGH TECH/BIOSCIENCE PARCEL 2, A DISTANCE OF 282.13 FEET TO THE SOUTHEAST CORNER OF SAID HIGH TECH/BIOSCIENCE PARCEL 2, SAID CORNER BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ISLAND WAY AND A POINT OF CURVE CONCAVE NORTHEAST, THE FOLLOWING FOUR (4) COURSES BEING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 2054.00 FEET, A CHORD BEARING OF S36°21'08"E FEET AND A CENTRAL ANGLE OF 39°08'13"; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 1403.03 FEET; THENCE S55°55'15"E, A DISTANCE OF 818.36 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 704.00 FEET AND A CENTRAL ANGLE OF 53°47'18"; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 660.91 FEET; THENCE N70°17'26"E, A DISTANCE OF 458.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LIMESTONE CREEK ROAD, THENCE S00°36'38"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 666.65 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF JUPITER, PALM BEACH COUNTY, FLORIDA AND CONTAINING 1,020,319 SQUARE FEET OR 23.423 ACRES, MORE OR LESS.



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1 inch equals 750 feet

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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:

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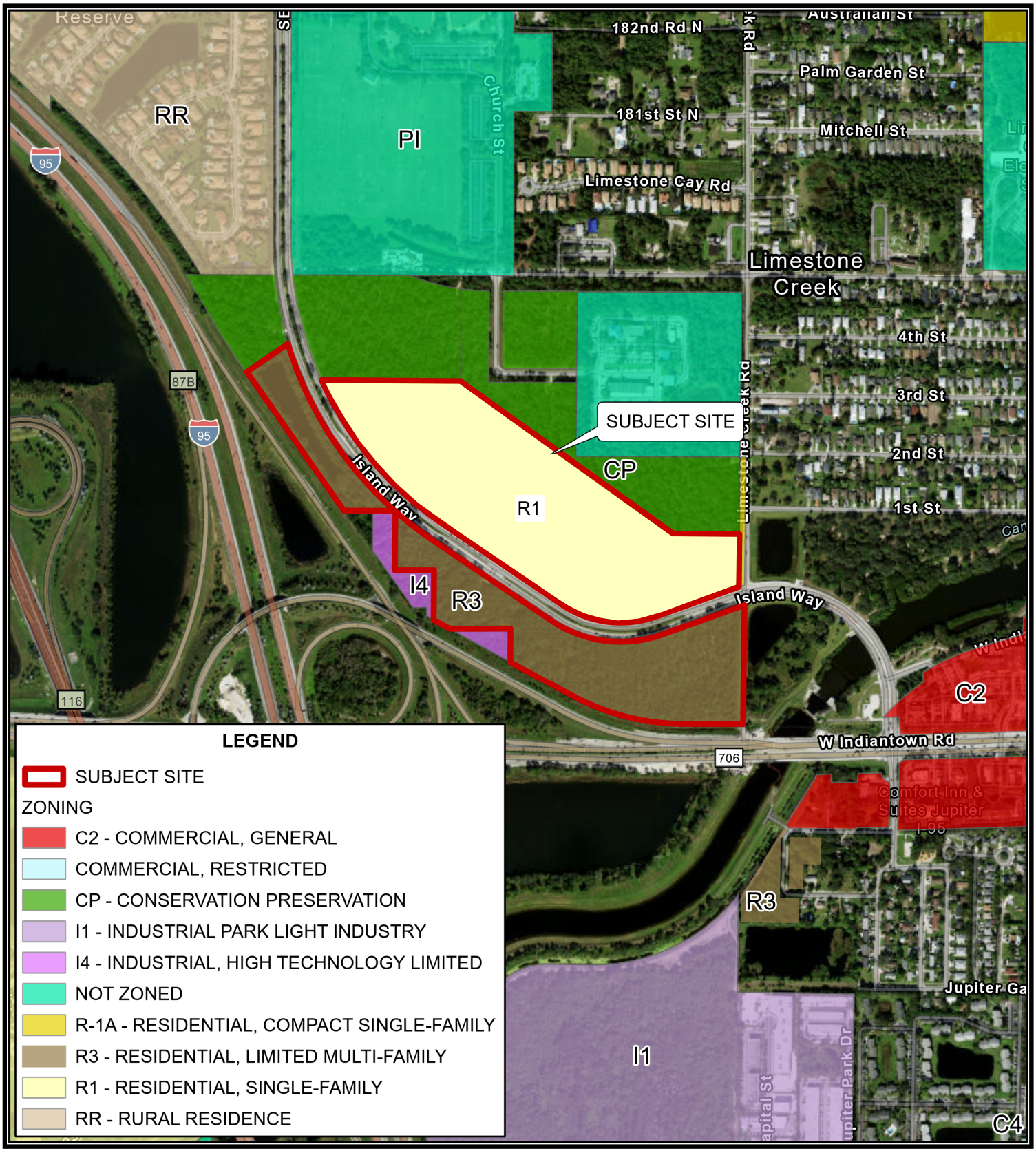

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1 inch equals 750 feet

0 375 750 Feet

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/8/2025] ESS

Proposed Zoning Map

Beacon Park

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Beacon Park Future Land Use and Zoning Map Amendments
TOWN MANAGER'S OFFICE

DATE: April 7, 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:	04/07/26 – 1st Reading (B, C & D)
G. Watson	Town Council:	TBD – 2nd Reading (A-D)

Project Information

Applicant:	Pulte Home Company, LLC (see Attachment A)
Owner:	Crossroads 6101 LLC (see Attachment B)
Agent:	Zach Ciciera/Laurey Hood, Cotleur & Hearing
Location:	Generally located south of Jupiter Community Park, west of Limestone Creek Road, north of Indiantown Road, and east of the I-95 interchange
Acreage (Total):	57.7±
East:	34.3±
West:	23.4±

PCN Numbers:	30-43-41-04-00-000-1160, 30-43-41-04-00-000-1150, and 30-43-41-04-00-000-1050
Existing use of property:	Vacant
Existing FLUM designation:	General Industrial with Bioscience Research Protection Overlay
Proposed FLUM designation:	
East 34.3 acre Parcels:	Low Density Residential
West 23.4 acre Parcels:	Medium Density Residential
Existing Zoning:	I-4, Industrial, High Technology and Employment Center District with a Development Agreement that includes additional permitted uses
Proposed Zoning:	
East 34.3 acre Parcels:	R1-A, Residential, Compact Single-Family District
West 23.4 acre Parcels:	R-3, Residential, Limited Multi-Family District

Town Council Reconsideration of East Side Rezoning (2/3/26)

At their February 3, 2026 meeting, the Town Council voted 5 to 0 to reconsider Ordinance 7-26 (East – Rezoning), which was adopted on first reading to assign a **Single Family R-1 Zoning district**. The Town Council requested staff bring back the Ordinance for reconsideration and provide additional information on the differences between the Applicant's requested Single Family Compact R1-A zoning and the Single Family R-1 zoning district. In the table below, staff summarized the information and analysis provided in Section 2. of this report from Pages 12-13, outlining the differences between the R-1 zoning recommend by the Planning and Zoning Commission and the applicant's requested R1-A zoning.

	R-1	R1-A	Difference from R-1 to R1-A
Lot Area	10,000 SF	6,000 SF	4,000 SF less
Lot Width	75'	65'	10' less
Lot Depth	100'	75'	25' less
Front Setback	25'	25'	-
Rear	15'	15'	-
Side Interior Setback	10'	7.5'	2.5'
Side Corner Setback	25'	15'	10'
Building Height	35' / 2 stories	35'	No story limit
Lot Coverage	35 percent	40 percent	5 percent more

Town Council Action – First Reading East Side (1/20/26)

At their January 20, 2026 meeting, the Town Council voted 5 to 0 to approve Ordinance 2-26 (East - Future Land Use) and Ordinance 7-26 (East – Rezoning) as proposed. In a separate action, the Town Council voted 4 to 1 to have ordinances prepared for Items B (Ordinance 3-26) and D (Ordinance 8-26) to consider the applicant's requests for the west side property to be designated residential for first reading at a future meeting.

At the hearing, the Town Council asked for more information on the traffic differences between the west property remaining industrial or being changed to residential. Additionally, the Town Council requested information on the differences in Workforce housing should the west side remain industrial or be changed to residential.

Traffic Impacts

Staff analyzed a hybrid approach leaving the west side as general industrial and the east side as residential. The table below has been updated from the traffic analysis in Section 2 below (see page 11) to include the approach. The hybrid approach takes into account the acreage and land use assumptions noted in the table to produce a estimate for the maximum intensity under each future land use designation. The last row in the table below illustrates a more typical development intensity for industrial use occurring in the Town, with a maximization of residential density on the eastern property based on the proposed future land use designation. It should be noted that the applicant's current site plan proposal on the east side only contains 56 units, with the west being 43 units.

Traffic

Type	Square Feet/ Dwelling Units	Ave. Daily Trips	AM Peak Hour	PM Peak Hour
Maximum intensity per existing Future Land Use (General Industrial Use)	1,249,518 sf	5,476	832	731
2022 JAS Update to keep LOS on ITR/IW intersection (R&D Use)	558,000 sf	5,660	521	494
Applicants proposal for residential on east and west (Residential Use)	163 units	1,610	113	151
Hybrid Approach East (Residential Use) West (General industrial Use) **Total**	 68 units 506,385 sf	 680 2,219 **2,899**	 48 337 **385**	 64 296 **360**
Hybrid Approach (with typ. dev. intensity) East (Residential Use) West (Industrial Use based on typical yield of 0.25 FAR for the net land available)[1] **Total**	 68 units 184,343 sf[2]	 680 808 **1,488**	 48 123 **460**	 64 108 **172**

Workforce Housing Impacts

The applicant has submitted a concurrent site plan request with the intent to construct 99 residential homes. Should the Town Council approve all of the applicant's requests and 99 homes are constructed, 12 would be workforce housing units. As noted in the traffic update above, if the west side remained as industrial use, it could produce up to approximately 506,385 square feet. Prior to construction, a linkage fee payment of $992,770 would be required to be paid into the Town's Workforce Housing fund. Additionally, the proposed site plan currently

[1] The traffic representations in the table represent a maximum scenario provided in the applicant's traffic analysis, using the maximum lot coverage allowed in the future land use designation, which is significantly greater than the typical development intensity yielded. In order to give a more likely development scenario, staff often refers to the original Jupiter Area Study which aggregated data of development built in the town to establish a typical intensity by use category, which is half the amount.
[2] This square footage was produced by removing acreage from the western parcel that is dedicated to drainage (northern portion) and multiplying the remaining acreage by 0.25 FAR which was established by the original Jupiter Area Study. This number provides a far more realistic scenario of general industrial development on the west side instead of the maximum established by the future land use designation.

indicates 56 units on the east side (with up to 68 allowable by the future land use), which would require 7 workforce housing units (or up to 8 units, should the applicant amend their site plan to increase the number of units). In this scenario, they could amend their site plan request to provide the 7 (or 8) workforce housing units on the east side or seek off-site alternatives which would require additional units to meet the Town's Workforce Housing Program requirements.

Planning and Zoning Commission/ Local Planning Agency Recommendation

At their December 9, 2025 meeting, the Planning and Zoning Commission (PZC) voted as follows:

- Recommended **approval** of the requested EAST SIDE Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Low Density Residential on 34.3± acres including removing the property from the overlay, by a 5-1 vote with Comm. Rogol dissenting;
- Recommended **denial** of the requested WEST SIDE Future Land Use Map amendment from General Industrial with Bioscience Research Protection Overlay to Medium Density Residential on 23.4± acres with the recommendation for the Town Council to consider removing the property from the overlay and expanding the uses allowed on the property, by a 5-1 vote with Comm. Thompson dissenting;
- Recommended **approval** of the requested EAST SIDE Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to **R1, Residential, Single-Family District** on 34.3± acres, including a trip cap and to allow for workforce housing, by a 6-0 vote; and,
- Recommended **denial** of the requested WEST SIDE Zoning Map amendment from I-4, Industrial, High Technology and Employment Center District to R-3, Residential, Limited Multi-Family District on 23.4± acres, by a 5-1 vote with Comm. Thompson dissenting.

Consistent with the Commission recommendation, staff has prepared Ordinances 2-26 (FLUM for Low Density Residential) and 7-26 (Rezoning R-1 Single Family Residential) on the east side of Island Way. The Commission also recommended that the Town Council consider a trip cap associated with the FLUM amendment to ensure the development of the property aligns with the applicant's representations. Given that the Commission recommended denial of changes to the west side, staff has not included those ordinances for Town Council consideration.

The Commission recommended the Town Council consider removal of the overlay and expanding the uses allowed for the west side. The discussion included uses like industrial uses, banks, daycares, restaurants, hotels, and service-based uses to reduce the need for residents on Island Way to use Indiantown Road (See Attachment K - the Draft Minutes. Final minutes posted here after January 13th, 2026). The removal of the overlay will eliminate the encouragement of bioscience uses, but it alone does not expand the uses allowed on the property.

If the Town Council supports expanding the uses on the west side as recommended by the Commission, an amendment to the future land use, zoning district, and/or development agreement would be needed. Staff can bring back options to address the policy direction provided by the Town Council. If the Town Council support the applicant's requests for residential use, staff will bring forward Ordinances accordingly.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed changes to the Future Land Use Map and Zoning Map are not consistent with the goals, objectives, and policies of the Town of Jupiter's Comprehensive Plan and the Town's Zoning Code.

While the proposed applications do support some policies to address mobility challenges by reducing the potential traffic impacts created by the future development of the property, they are not consistent with the adopted policies to further economic development and the potential creation of high paying jobs, as well as creating some incompatibilities, as further detailed herein. Therefore, these requests require for the Town Council to weigh conflicting policies, as they deliberate on these legislative decisions.

Background

Table 1. Surrounding land use designations and zoning districts for 57.7 acres

Location	Existing Land Uses	Future Land Use Designations/Zoning Districts
North	Town-owned Conservation and Municipal Maintenance Facility	Conservation / Conservation Preservation and General Industrial/Public Institutional
South	Indiantown Road and I-95 on ramps	Not Designated / Not Zoned
East	Retention Ponds (PBC) C-18 Canal	PBC - Medium Res. 5 u/a / Res. High (10.2 u/a) Conservation / Not Zoned
West	I-95 on ramps and Industrial parcels (vacant)	Not Designated / Not Zoned and General Industrial with the Bioscience Research Protection Overlay / I-4 Industrial, High Technology and Employment Center district

For a comprehensive view of the above designations surrounding the subject property, refer to the Existing Future Land Use Map, Existing Zoning Map, proposed Future Land Use, and proposed Zoning designations are shown on Attachment C.

Photo 1. Location of Subject Property

Current request. The property has an approved Development Agreement which the Owner is requesting to abandon (see Attachment D). The Development Agreement is a contract between the Owner and the Town Council, so the Town Council will need to take a separate action on that request. The history related to the Development Agreement has been provided as Attachment I. That item is planned to be scheduled for consideration on the same meeting as the second reading of the subject applications.

Bioscience Research Protection Overlay and Interlocal Agreement

In 2006, the Town signed onto an interlocal agreement with Palm Beach County, Palm Beach Gardens, Riviera Beach, Mangonia Park, and Lake Park. The interlocal agreement created the Bioscience Land Protection Advisory Board (BLPAB) who would oversee development and any proposed modifications to lands designated with the Bioscience Research Protection Overlay (the "Overlay"). The central idea was to ensure that the north county area maintained available lands for Bioscience uses that could support Scripps and grow the industry locally. In 2024, the BLPAB voted to sunset the Board and terminate the interlocal agreement

Although the interlocal agreement was terminated, the Town elected not to remove policies in the Comprehensive Plan related to the Bioscience Research Protection Overlay (see Attachment J). If the subject property maintains the Overlay, the development of the parcel must be consistent with those policies if the existing Overlay remains. The proposed amendments request removal of the Overlay, which is a policy decision of the Town Council requiring an affirmative vote of four Town Council members to remove per the Comprehensive Plan.

It is important to note that the proposed amendments to remove the property from the Overlay and change the Future Land Use designation is a legislative policy decision of the Town Council.

Analysis

The below analysis is organized into two sections. The first section discusses the broader policy consideration related to the proposed amendments in the context of the adopted Strategic Plan and Bioscience Research Protection Overlay. The second section analyzes the proposed amendments for consistency with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan and land development regulations.

Section 1. Strategic Plan and Bioscience Research Protection Overlay

The proposed amendments require the weighing two specific Town Council Strategic Plan related policies, strong local economy and mobility, as well as the existing Bioscience Research Protection Overlay policies in the Town's Comprehensive Plan. The Strategic Plan outlines strategic objectives updated annually by the Town Council to meet the goals the Town Council has set for the community, and it outlines the initiatives and work plans that support them. The Comprehensive Plan is a Florida mandated regulatory plan for future growth and development, which must establish goals, objectives and policies for orderly and balanced economic, social, physical, environmental, and fiscal development. It must provide for adequate infrastructure (facilities and services) concurrent with development impacts, based on relevant data and analysis.

Strong Local Economy. Based on the adopted Strategic Plan, a strong local economy means, "economic growth promoted to achieve a diversity of businesses" and "Bioscience cluster initiatives prioritized including ancillary and support businesses". The existing Development Agreement, Future Land Use Designation, and Zoning all support this priority. The development of this property consistent with this policy should create economic growth, additional jobs, a more diversified tax base, and support existing bioscience related uses in the area. Development consistent with these policies would also generate a higher amount of traffic at the Indiantown Road and Island Way intersection compared to the proposed residential amendments.

Mobility. Based on the adopted Strategic Plan, mobility means, "Traffic flow improved through… other methods to achieve level of service identified in the Comprehensive Plan" and "traffic mitigation plan implemented for roadways not meeting the Town's level of service standards". As noted above, development of the property with uses that are supported by the existing designations would produce additional traffic at a congested intersection. Should the Town Council support amending the designations on the subject properties as proposed by the applicant, the amount of traffic generated on the property would be significantly reduced, which would further the Town's Strategic Priority for Mobility.

Bioscience Research Protection Overlay. The proposed amendments are not consistent with the existing Comprehensive Plan Policies for the Bioscience Research Protection Overlay (Overlay). The overlay policies generally support development that is consistent with the Strong Local Economy Strategic Priority, and in some cases where development impacts occur off-peak, such uses could support the Mobility Strategic Priority as well. That said, the existing Development Agreement allows for many commercial uses which could produce peak hour trips that would be inconsistent with the Mobility Strategic Priority.

Should the Town Council wish to proceed with abandoning the existing Development Agreement and removing the property from the Overlay based on the policy decisions presented above, Section 2 below analyzes the proposed amendments in the context of the proposed residential future land use designation and zoning districts based on the criteria established in the Town Code.

Section 2. Future Land Use Map and Rezoning Amendments

It should be noted that while both sides of Island Way, east and west, are proposed for amendments, one of the proposed amendments could be supported without the other as they are separate ordinances with different characteristics:

- East 34.3 acre parcels (Section "A" below) - The eastern property fronting Island Way, a four-lane collector roadway on the west side, is proposed for Low Density Residential. The land area also abuts Town-owned conservation lands on its north and northeast sides (approximately 1,150 feet of common property line). Prior development proposals for the subject property have included trail systems that run through the conservation area connecting larger greenway systems. Those links included connecting the subject property to the C-18 canal and the Limestone Creek Natural Area on the east side and linking northward through the Jupiter Community Park to North Jupiter Flatwoods Natural area. While the property abuts Island Way (collector road), it is a large and deep enough parcel to provide adequate buffering to the proposed residential area.
- West 23.4 acre parcels (Section "B" below) – The western property proposed for Medium Density Residential is located between three remnant industrial properties and the I-95 interchange on the west side, and Island Way on its east side. The proposed residential land use would create an incompatibility with the three remnant industrial properties. The I-95 corridor is being studied for an expansion that would add more lanes. Given these conditions, there is a significant potential for sound impacts on the residential uses proposed on the property that would need mitigation and buffering. The western property could maintain its industrial designations. This would help support Strategic Priorities related to maintaining a Strong Local Economy and Comprehensive Plan Policies related to providing employment opportunities. Furthermore, if left as industrial, the property could provide opportunities for industrial businesses being displaced along the Toney Penna corridor to remain in the Town. Should industrial uses be desired on the subject western property, staff could provide further analysis on the options to accomplish that goal.

These options should be weighed related to the above-mentioned strategic priorities and policies in Section 1 above in the context of what is appropriate for each side of Island Way.

A. Future Land Use Map Amendment (East 34.3 acre parcels – Low Density)

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of FLUM amendments. Proposed map amendments are evaluated within the context of each of the four criteria below.

1) *The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.*

   Staff Comment: The proposed removal of the Bioscience Research Protection Overlay (the "overlay") and proposed Low Density Residential future land use map (FLUM) designation are not consistent with the adopted overlay; however, the Town may decide to remove the overlay designation from the property, as requested by the applicant. Should there be a finding that overlay is no longer an appropriate designation for the property, the proposed FLUM amendment is otherwise consistent with the goals, objectives, and policies of the Comprehensive Plan (see Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis).

2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The subject eastern property is the 34.3 acre portion of one of two largest vacant land areas in the town. It is in close proximity to the I-95 and Turnpike interchanges and abuts parcels with conservation land uses to the north and east, and the parcels to the south and west are proposed for a residential land use as part of a concurrent application. Typically, lands in close proximity to interchanges are developed with more intense uses that are not impacted by their associated nuisances (traffic, noise, etc.). Residential land use is compatible with both conservation and the residential land use both existing and proposed on the surrounding properties. Should the property across Island Way maintain the existing industrial designation, proper buffering on both developments would be needed to address compatibility. The proposed change would also introduce low density residential in close proximity to the Town's existing 20 acre Maintenance Facility, which could create incompatibilities with the industrial type uses occurring at the Town facility.

3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed future land use designation for the subject property would create an isolated land use; however, it is in proximity to residential uses in the area (Limestone Creek and Rialto neighborhoods) and is of reasonable size and depth to provide adequate buffering. The subject property is adjacent to conservation land which frequently abuts residential land use and the adjacent property across Island Way is proposed to be designated Medium Density Residential. Within the broader area, there is additional residential, recreation, and commercial land uses to serve the proposed residential use.

4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The proposed land use change for the 34.3 acre parcels has been requested by the applicant to allow for the future development of 56 single-family dwelling units. The applicant has stated in their Statement of Use that, "the existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by…" (see Attachment F). While the Bioscience Interlocal agreement between municipalities in Northern Palm Beach County has been rescinded, the Town chose to maintain the Bioscience Research Protection Overlay Comprehensive Plan policies and Overlay designations on Future Land Use Map. It should be noted that the proposed change is likely to significantly reduce the traffic impacts generated from the property, but also removes the potential for commercial and industrial development that would maintain a greater balance of employment opportunities and tax base within the Town.

Should the Town Council support the requested amendment to the Future Land Use as proposed, based on an expectation of a reduction in traffic, the Town Council should consider the use of a trip cap to limit the development potential of the property to ensure it aligns with the Applicant's representations and goal of lower traffic.

B. Future Land Use Map Amendment (West 23.4 acre parcels – Medium Density)

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of FLUM amendments for the west 23.4 acre parcels. Proposed map amendments are evaluated within the context of each of the four criteria below.

1) *The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.*

   Staff Comment: The proposed removal of the Bioscience Research Protection Overlay (the "Overlay") and proposed Medium Density Residential future land use map (FLUM) designation are not consistent with the adopted overlay; however, the Town may decide to remove the overlay designation from the property, as requested by the applicant. Should there be a finding that Overlay is no longer an appropriate designation for the property, the proposed FLUM amendment to Medium Density Residential is not consistent with some of the goals, objectives, and policies of the Comprehensive Plan due to incompatibilities with the abutting I-95 interchange and three remnant industrial properties on its west side (see Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis).

2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

   Staff Comment: The proposed future land use designation is not consistent with established land use pattern. The subject property abuts the I-95 on ramp as well as three remnant parcels that will retain the General Industrial Future Land Use designation with Bioscience Research Protection Overlay. These conditions present conflicts between high nuisance uses (i.e., traffic noise and industrial uses) and the proposed residential uses. In order to address the inconsistencies with the more intense land use to the west, the applicant has stated that they will be providing buffering including, "an extended buffer… provided on the west side to mitigate any potential future developments on the remaining industrial parcels" (see Attachment F). While additional buffering is proposed to provide for compatibility where residential abuts industrial, it may be difficult as the property is narrower and oddly shaped presenting challenges in providing adequate buffers and access to the industrial properties. The proposed Medium Density land use also provides a transitional buffer to the proposed Low Density land use on the east side which is supported by policies in the Comprehensive plan as noted in Attachment E. On the other hand, with the proposed amendments, an increased buffer will be required on the three remnant industrial parcels that may reduce their future development.

3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

   Staff Comment: The proposed future land use designation for the subject property will create an isolated land use unrelated to the three remnant industrial parcels abutting on its west side. The applicant has stated that they are in talks with the owners to purchase the remnant parcels; however, staff has not been made aware of any pending transactions at this time and there are no applications to change the land use and zoning on those parcels.

4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

   Staff Comment: The proposed land use change has been requested by the applicant to allow for the future development of 43 single-family dwelling units. The applicant has stated in their Statement of Use that, "the existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by…" (see Attachment F). While the Bioscience Interlocal agreement between municipalities in Northern Palm Beach County has been rescinded, the Town chose to maintain the Bioscience Research Protection Overlay and Comprehensive Plan policies. The proposed

change would significantly reduce the traffic potential of the property, but also removes the potential for commercial and industrial development that would maintain a greater balance of tax base within the Town.

Should the Town Council agree to amend the Future Land Use as proposed, based on an expectation of a reduction in traffic, the Town Council should consider the use of a trip cap to limit the development potential of the property to ensure it aligns with the Applicant's representations and goal of lower traffic.

Population impacts. The proposed land use change will have an impact on the surrounding population because the change to Low (east 34.3 acre parcels) and Medium (west 23.4 acre parcels) Density Residential will allow for development with residential as a primary use, as opposed to the commercial and industrial uses, currently allowed by the zoning and Development Agreement. The applicant is requesting to abandon the non-residential uses. The proposed Low Density Residential land use designation allows for a base maximum density of two units per acre and the Medium Density Residential allows a density of two to four units per acre. Based on these base maximums, the density allowed with the proposed amendments is 163 dwelling units (69 + 94 respectively). Applying the census average of 2.5 persons per household, this would result in an approximate population increase of 408 residents, which equates to less than a one percent increase in the Town's population. The applicant has submitted a concurrent site plan application for a 99-unit single family home development for both sides of the property along Island Way. The Comprehensive Plan includes policies for workforce housing that allows for densities to be increased to 15 units per acre, if approved by the Town Council.

Traffic impacts. The traffic impacts for the proposed future land use designation changes were evaluated by comparing the current to the proposed future land use designation. The existing General Industrial land use designation allows a maximum lot coverage of 35 percent and a maximum building height of 50 feet. Using the combined 57.7 total acres, this could allow up to an estimated 1,249,518 square feet of general industrial space assuming a height of one story. In 2022, the Town updated the Jupiter Area Study, which is intended to ensure any future development of the subject property and other vacant properties would continue to meet the Level of Service (LOS) for the intersection of Indiantown Road and Island Way. Based on the Jupiter Area Study traffic update, approximately 558,000 square feet of Research and Development use was estimated to be the maximum development intensity to maintain the adopted LOS for Indiantown Road and the Island Way intersection, assuming South Island Way was completed along with other remaining Indiantown Road improvements. The proposed Low and Medium Density Residential land use designation allows up to a base maximum density of 163 units.

Utilizing the Trip Generation Calculations Summary table contained in the applicant's traffic analysis (Attachment G), the proposed FLUM amendment on the subject property results in an estimated decrease from the existing development potential. The applicant's analysis of maximum development potential per the assigned future land use, the 2022 Jupiter Area Study update (which needs to be recalibrated based on changing conditions), and applicant's proposed traffic impact are shown below.

Table 2. Traffic

Type	Square Feet/ Dwelling Units	Ave. Daily Trips	AM Peak Hour	PM Peak Hour
Maximum intensity per existing Future Land Use (General industrial Use)	1,249,518 sf	5,476	832	731

2022 JAS Update to keep LOS on ITR/IW intersection (R&D Use)	558,000 sf	5,660	521	494
Applicants proposal for residential on east and west (Residential Use)	163 units	1,610	113	151

The Town's Traffic Engineer has reviewed the applicant's traffic analysis and does not have any concerns.

Environmental impacts. The proposed future land use map amendment of Low and Medium Density Residential will have minimal impact on the site. The Town's Natural Resources staff has reviewed the proposed FLUM amendment and does not have any concerns. Should the proposed amendments and concurrent site plan be approved, the site will be cleared for development. As noted in the History section (Attachment I) , the property has already satisfied the required 25 percent set aside per Section 26-68, by conveying 16.6 acres for environmental /conservation purposes to the Town and another 16.6 acres reserved for high technology/biosciences uses as part of the Development Agreement (see Attachment D). The additional 16.6 acres for high technology/biosciences use was ultimately changed to additional conservation land and it maintained as part of the Town's Open Space Program.

Infrastructure Analysis. See Attachment H.

C. Zoning Map Amendment (East 34.3 acre parcels – R1-A Single Family Compact)

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in Section 27-178 are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the applicant's requested zoning district is included below:

1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*

   Staff Comment: See the "Future Land Use Map Amendment (East Property – Low Density)" section above for discussion on consistency with the Comprehensive Plan. If the Town Council adopts the requested FLUM amendment for the East Property, the details for other issues of consistency will be addressed during the site plan review process.

2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

   Staff Comment: The proposed the R1-A zoning district, entitled "Residential, Compact Single Family District" creates inconsistencies the established land use patterns and the intent of the zoning district. The R1 zoning district is the most appropriate and consistent zoning designation for the subject property based on the established land use pattern.

   The R1-A Residential, Compact Single Family District was adopted to facilitate the zoning of established neighborhoods that were annexed from Palm Beach County in 1993. Those neighborhoods were the Shores, North Fork, Loxahatchee Estates, Shorewood, Cypress Cove, and Jupiter Landings. Since then, two other annexed properties have been assigned R1-A, Symphony and Cinquez Park. The district was originally designed to ensure those properties and structures would not be nonconforming as they were developed under PBC Residential Single Family district regulations and ultimately annexed into the Town. Section

27-1359 of the Zoning Code, entitled “Intent” states the R1-A district is to provide regulations for moderate density single family dwelling units. The proposal is for low density which is not compact or already developed, so there are no potential nonconformities to be addressed.

The Single-Family Compact (R1-A) zoning district allows lots as small as 6,000 square feet (approximately 0.14 of an acre) and reduced side setbacks (7.5 feet) when compared to the standard Single Family Residential R1 zoning district (10,000 square foot lots and 10 foot side setbacks). In addition, the R1-A district in comparison to R1 allows for 40 percent lot coverage (vs. 35 percent), three story homes (vs. 2 stories), reduced side setbacks of 7.5 feet (vs. 10 feet), This allows for larger homes on the same sized lots and could produce three story homes which is uncharacteristic in the town’s single-family neighborhoods.

For additional context, the surrounding communities in the general area consist of lots between approximately 7,500 square feet (in the Limestone Creek neighborhood) and approximately 13,000 square feet (in Rialto). Based on the site plan submitted by the applicant under concurrent review, the smallest lot proposed on the east side of the development is approximately 12,600 square feet, which exceeds the R1 standards. It is designed as low density residential.

From a lot size perspective, the development is more similar to Rialto which is assigned the Residential Rural (RR) zoning district, but received Planned Unit Development waivers to reduce the development standards to allow construction that is most similar to the R1 standards. The RR zoning district requires one acre lot minimums (43,560 square foot), and expanded setbacks (40 foot front, 25 side and rear). With the approved waivers, Rialto contains lots that are a minimum of approximately 13,000 square feet, and allows for a 25 foot front, 10 foot side, and 25 foot rear setbacks. R1 requires 10,000 square foot lots, 25 foot front, 10 foot side, and 15 foot rear seatbacks.

The R1 zoning district is the most appropriate and consistent zoning designation for the subject property based on the established land use pattern. The proposed development plan under concurrent review exceeds the R1 standards as designed. It is appropriate to maintain the density, lot and dimension regulations at the zoning designation level, as a site plan may be amended to the smaller R1-A standards. As noted previously, the property is not developed and was not annexed, both of which were the reason for creating and assigning the R1-A zoning district. Should the applicant desire the reduced development standards, they could submit a Planned Unit Development and request waivers to accomplish those goals, if an adequate public benefit is recognized by the Town Council.

3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed zoning map amendment will create an isolated zoning designation that is unrelated to the adjacent designations; however, if the future land use is changed to residential, the assignment of a residential zoning district will be necessary and any district will be isolated. The subject property is directly adjacent to parcels with the Conservation Preservation zoning and the portion of the property across Island Way is proposed to be assigned the R-3, Limited Multi-family zoning district, both of which are related and complimentary to the proposed district.

4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The zoning map amendment will be necessary because of changing conditions, if the Town Council approves changing the Future Land Use as requested. If that occurs, it will be necessary to assign a zoning designation that is consistent with the corresponding proposed future land use designation.

D. Zoning Map Amendment (West 23.4 acre parcels – R-3, Limited Multi-family)

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in Section 27-178 are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the applicant's requested zoning district is included below:

1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*

   Staff Comment: See the "Future Land Use Map Amendment (West Property – Medium Density)" section above for discussion on consistency with the Comprehensive Plan. If the Town Council adopts the requested FLUM amendment, the details for other issues of consistency will be addressed during the site plan review process.

2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

   Staff Comment: The proposed zoning district is not consistent with the directly abutting properties. The proposed R-3 district is located between the I-95 on ramp and three remnant I-4 properties which present compatibility issues between the existing industrial designations and proposed residential uses. As noted previously, the applicant is proposing buffering on the west along I-95 and the I-4 properties to address the transition from the remaining industrial parcels. The three remnant industrial properties will also require additional buffering which will impact their developability.

3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

   Staff Comment: The proposed zoning map amendment will create an isolated zoning designations that is unrelated to the adjacent designations; however, if the future land use is changed to residential, the assignment of a residential zoning district will be necessary and any district will be isolated. It would also have the effect of creating isolated zoning designations on the remnant parcels to the west. The portion of the property directly across Island Way is proposed for a residential zoning designation. Within the broader area, there is additional residential, recreation, and commercial land uses to serve the proposed residential use.

4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

   Staff Comment: The zoning map amendment is not necessary because of changing conditions, unless the Town Council approves changing the Future Land Use as requested. If that occurs, it will be necessary to assign a zoning designation that is consistent with the corresponding proposed future land use designation.

The data and analysis supporting the FLUM amendments will be included in the transmittal package sent to the Florida Department of Commerce after the first Town Council meeting in accordance with F.S. 163.3187. The second Town Council meeting for the proposed amendments will not occur until the Town receives the State and related agencies review of the amendments.

Findings

A. Future Land Use Map Amendment (East 34.3 acre parcels – Low Density Residential)

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

1. The subject property is currently assigned the General Industrial future land use designation with the Bioscience Research Protection Overlay and the I-4, Industrial, High Technology and Employment Center zoning district;
2. The subject property is not improved with any buildings and does not have an approved site plan;
3. The proposed future land use designation is not consistent with the adopted Bioscience Research Protection Overlay (the "Overlay"); however, the Town may decide to remove the designation from the property, as requested by the applicant;
4. With the removal of the Overlay from the subject property, the proposed future land use designation will be consistent with the goals, objectives, and policies of the Comprehensive Plan;
5. The proposed future land use designation is consistent with the established land use pattern with proper buffering to the abutting roadways;
6. The proposed future land use designation will not have a significantly greater or lesser environmental impact to the site than the existing designation;
7. The proposed future land use designation will not have significant impacts on public facilities and services;
8. The proposed future land use designation for the subject property will result in a decrease in potential Average Daily Traffic trips, AM peak hour trips, and PM peak hour trips;
9. The proposed zoning district is not consistent with the established land use pattern.
10. The most appropriate zoning district is the R-1 Single Family Zoning District.

B. Future Land Use Map Amendment (West 23.4 acre parcels – Medium Density Residential)

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

1. The subject property is currently assigned the General Industrial future land use designation with the Bioscience Research Protection Overlay and the I-4, Industrial, High Technology and Employment Center zoning district;
2. The subject property is not improved with any buildings and does not have an approved site plan;
3. The proposed future land use designation is not consistent with the adopted Bioscience Research Protection Overlay (the "Overlay"); however, the Town may decide to remove the designation from the property as requested by the applicant;
4. With the removal of the Overlay, the proposed future land use designation is consistent with the goals, objectives, and policies of the Comprehensive Plan;
5. The proposed future land use designation is not consistent with the established land use pattern given the abutting remnant industrial parcels and the I-95 corridor;

6. The proposed future land use designation will not have a significantly greater or lesser environmental impact to the site than the existing designation;
7. The proposed future land use designation will not have significant impacts on public facilities and services;
8. The proposed future land use designation for the subject property will result in a decrease in potential Average Daily Traffic trips, AM peak hour trips, and PM peak hour trips;
9. The proposed zoning designation is not consistent with the established land use pattern given the abutting remnant industrial parcels and the I-95 corridor.

Conclusions

The conclusions of the Town Council shall be based on the findings and recommendations of the Local Planning Agency, and Planning and Zoning Commission.

Attachments:

Attachment A – Applicants Disclosure Statement
Attachment B – Owners Disclosure Statement
Attachment C – Future Land Use and Zoning Maps (existing and proposed)
Attachment D – Existing Development Agreement (original and first amendment)
Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis
Attachment F – Statement of Use (East and West Combined)
Attachment G – Traffic Impact Study
Attachment H – Infrastructure Impact Analysis
Attachment I – History
Attachment J – Bioscience Research Protection Policies from Comp Plan
Attachment K – Draft minutes from PZC

Contact Garret Watson at garretw@jupiter.fl.us or 561-741-2549 for attachments.

For office use only – Project #

Disclosure of Ownership Interest – Property
Town of Jupiter
Department of Planning and Zoning
210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2323 ♦ Fax: (561) 744-3116

TO: DIRECTOR OF PLANNING AND ZONING, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
TOWN OF JUPITER

BEFORE ME, the undersigned authority, this day personally appeared Aimee Carlson, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☐ Director - Land Development (Southeast Florida) *[position e.g., president, partner, trustee]* of Pulte Home Company, LLC *[name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the Town of Jupiter.

2. Affiant's address is: 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326.

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Town of Jupiter policy, and will be relied upon by the Town of Jupiter in its review of

application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Aimee Carlson

Aimee Carlson, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this 27TH day of October, 2025, by Aimee Carlson,

☒ who is personally known to me or ☐ who has produced

_____ as identification and who did take an oath.

MERCEDES VARGAS
Notary Public-State of Florida
Commission # HH 257635
My Commission Expires
April 26, 2026

Mercedes Vargas

Notary Public

Mercedes Vargas

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTIONS

4-41-42, N 1/2 LYG NELY OF I-95 R/W (LESS SW 1/4 OF NE 1/4, S 933.38 FT OF N 1023.38 FT OF E 966.38 FT NLY 90 FT OF E 1921.56 FT IN OR20081P1062, ENVIRONMENTAL PARS 1 & 2, & HIGH TECH/BIOSCIENCE PARS 1 & 2 IN OR24443P41 & WASHINGTON ST & ISLAND WAY R/WS)

4-41-42, N 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 (LESS ISLAND WAY R/W)

4-41-42, N 330 FT OF S 3/4 OF SW 1/4 OF NE 1/4 (LESS W 887.29 FT, I-95 & ISLAND WAY R/WS)

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percentage of Interest
Pulte Home Company, LLC is an entity of PulteGroup, Inc. which is a publicly traded company.		

Pulte Home Company, LLC, has a 100% interest pursuant to a purchase contract for the property.

K:\Staff\WP51\Applications\Disclosure of Ownership Interests Form.doc

Prepared by and return to:
Scott Clements
Area General Counsel
Pulte Home Company, LLC
2301 Lucien Way, Suite 155
Maitland, Florida 32751

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned officer authorized to administer oaths, on this day personally appeared **Scott M. Clements**, who upon being duly sworn, deposes and says:

1. He is over the age of eighteen (18) years and has personal knowledge of the facts stated herein.

2. He is Area General Counsel, Vice President, and Assistant Secretary of **Pulte Home Company, LLC**, a Michigan limited liability company (the "**LLC**"), successor by conversion of **Pulte Home Corporation**, a Michigan corporation, which has never been dissolved.

3. The individuals identified below have been duly authorized to execute documents on behalf of the LLC in accordance with the Signing Power Resolutions adopted by the LLC as of January 1, 2017, currently in effect and attached hereto in pertinent part as Exhibit "A" (the "Signing Powers Resolution"), and such documents, properly executed by the individuals identified below, on behalf of the LLC are binding upon the LLC:

Richard McCormick	Area President (Southeast Area)
Brian Yonaley	Area Vice President – Finance (Southeast Area)
Brent Baker	Division President (Southeast Florida)
Christopher Long	Vice President – Finance (Southeast Florida)
Justina Schmidt	Vice President – Finance (Southeast Florida)
Heather Overmyer	Director – Finance (Southeast Florida)
Daniel Bryce Langen	Vice President and Treasurer
Gregory S. Rives	Assistant Secretary and Assistant Treasurer
Patrick Gonzalez	Vice President – Land Development (Southeast Florida)
Garrett Dinsmore	Director – Land Development (Southeast Florida)
Aimee Carlson	Director – Land Development (Southeast Florida)
Andrew Maxey	Vice President – Land Acquisition (Southeast Florida)
Matthew Van Keuren	Vice President – Construction Operations (Southeast Florida)
Adam Garon	Director – Construction Operations (Southeast Florida)
Scott Clements	Vice President and Assistant Secretary
Joey Hartman	Vice President – Sales (Southeast Florida)
Brian Brook	Vice President -- Purchasing (Southeast Florida)
Nate Friesen	Director of Product (Southeast Area)
Joshua S. Graeve	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Craig Russo	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Michael Blake Lapinsky	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Torrey Michael Spilman	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Jennifer Kaye Ghioto	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)
Jeremy Needelman	Assistant Secretary (Southeast Florida, Southwest Florida, West Florida, Central Florida, Northeast Florida)

4. Additionally and specifically, **Heather Overmyer,** as **Director – Finance**; **Christopher Caslow**, as **Division Controller**; **Anita Hernandez, Stephanie Meyers,** and **Hubert Paul**, in their respective capacities as **Closing/Homebuyer Coordinator**; and **David Achee, Patrick Gonzalez, Jeremy Needelman**, **Samantha Vulin**, and **Brendan Conlan,** in their respective capacities as **General Sales Manager**, have been duly authorized to execute (i) contracts for the sale of residential homes or lots to consumers (not to another business), and (ii) deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown

agreements or other relevant documents, on behalf of the LLC, and such documents, properly executed by such individuals on behalf of the LLC, are binding upon the LLC.

Further, **Daniel Bryce Langen**, as **Vice President** and **Treasurer**, and **Gregory S. Rives**, as **Assistant Secretary** and **Assistant Treasurer**, have been and are duly authorized to execute bonds and any other bond-related documents on behalf of the LLC, and such documents, properly executed on behalf of the LLC are binding upon the LLC.

5. The Signing Powers Resolution, Paragraph C., RESOLUTIONS, I-V, VII, and VIII, identifies certain titles in the Division Specific Signing Power sections, which titles are clarified and shall correspond as set forth below:

   A. Omission of the words "Southeast," "Florida," "Gulf Coast," "Central Florida," "North Florida," "Northeast Florida," "Southeast Florida," "Southwest Florida" or "West Florida" after an officer's name does not constitute improper, incomplete or incorrect execution and does not affect or limit the authority of the otherwise duly authorized officer in any way;
   B. Division VP/Director of Finance shall mean either a Division-level (i.e., Southeast Florida-level) Vice President – Finance or a Director of Finance;
   C. Division VP/Director of Land Development/Acquisition shall mean either a Division-level (i.e., a Southeast Florida-level) Vice President – Land Development or Vice President – Land Acquisition; or either a Director of Land Development or a Director of Land Acquisition;
   D. Division VP/Director of Construction Operations shall also mean either a Division-level (i.e., Southeast Florida-level) Vice President – Construction Operations or a Director of Construction Operations;
   E. Division VP/Director of Procurement or Purchasing shall also mean either a Division-level (i.e., West Florida-level) Vice President – Procurement or Purchasing or Director/Manager – Procurement or Purchasing or Procurement or Purchasing Manager;
   F. Division/Project Controller shall also mean either Division Controller or Project Controller;
   G. Division VP of Sales shall also mean Vice President – Sales.

6. The LLC is not now and has never been a debtor in a bankruptcy proceeding during the existence of the LLC.

7. This Affidavit is given for the purposes of evidencing incumbency and authority of the employees named above and pursuant to the provisions of Section 689.045, Florida Statutes.

Scott M. Clements

Sworn to and subscribed before me by means of ✓ physical presence or ___ online notarization this 6th day of December, 2024, by Scott M. Clements, Area General Counsel, Vice President, and Assistant Secretary of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the LLC, who is personally known to me.

KELLY V. COSTANTINO
Commission # HH 457863
Expires January 23, 2028

Print Name: Kelly V. Costantino
Notary Public, State of Florida
Commission No.: GG929396
Commission Expires: 01/23/2024

EXHIBIT A
SIGNING POWER RESOLUTIONS

CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
PULTE HOME COMPANY, LLC

I, Scott M. Clements, herby certify that I am a duly elected and acting Assistant Secretary of PULTE HOME COMPANY, LLC, a limited liability company authorized and existing under the laws of the State of Michigan; that attached is a true copy of the resolutions adopted by the Board of Directors of the limited liability company to be effective January 1, 2017; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Organization or Operating Agreement of said limited liability company.

IN WITNESS WHEREOF, I have here unto set my hand this 3rd day of January, 2017.

Scott M. Clements, Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

On January 3, 2017, before me, Kelly V. Costantino, a Notary Public in and for said State, personally appeared Scott M. Clements, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kelly V. Costantino, Notary Public
Orange County, Florida
My Commission Expires: 01/23/2020

KELLY V. COSTANTINO
Commission # FF 942099
Expires January 23, 2020

EXHIBIT A

PULTE HOME COMPANY, LLC SIGNING

POWER RESOLUTIONS

A. DEFINITIONS.

As used in these resolutions:

"signing power" means the power and authority to execute and deliver an agreement, instrument or other document.

"General Signing Power" means signing power relating to the ordinary course of business of PULTE HOME COMPANY, LLC (the "Company") generally, without restriction to a particular Division or project, both in the Company's own capacity and in any instances where it is the managing partner or managing member of a joint venture (the "Partnership").

"Division Specific Signing Power" means signing power relating only to the ordinary course of business of a Division over which the officer, manager, or employee in question has management responsibility, both in the Company's own capacity and as managing partner or managing member of the Partnership.

B. PURPOSE.

The purpose of these resolutions is to establish the signing power of certain employees of the Company, both in the Company's own capacity and as managing partner or managing member of the Partnership. Copies of these resolutions may be delivered to title companies and other parties who require evidence of the signing power of an employee. No employee of the Company may subdelegate his or her signing power except as expressly provided in these resolutions by use of the words: "Other title(s) or person(s) designated in writing by . . .".

C. RESOLUTIONS.

RESOLVED, that the following officers, managers, or employees of the Company shall have the General Signing Power or the Division Specific Signing Power , as indicated in the charts below:

EXHIBIT A

Development of Real Property

I. General Development. Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, other than documents contemplated in part VI below:

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition

House Construction Agreements. Contractor agreements, construction agreements, contracts, purchase orders, pricing schedules, scopes of work and all other documents that are relevant or incident to the construction of residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Construction Operations
Executive Vice President	Area Purchasing Director
Senior Vice President	Division President
Vice President	Division VP/Director Finance
	Division VP/Director of Construction Operations
	Division Purchasing Director/Manager

Storm Water Management

II. Notices of intent, notices of termination, storm water pollution prevention plans, reports, certifications or other documentation that is relevant or incident to storm water

EXHIBIT A

management and erosion control in the development of real property and/or construction of homes in which the Company or the Partnership has any interest.

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director of Land Development/Acquisition
	Division Storm Water Compliance Representative

Sale and Closing of Residential Homes or Lots

III. Contracts for the sale of residential homes or lots to consumers (not to another business).

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President, Branch Manager and Assistant Secretary
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer

EXHIBIT A

	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

IV. Deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents.

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Division President
Executive Vice President	Division VP/Director Finance
Senior Vice President	Division Controller
Vice President	Division VP of Sales
	General Sales Manager
	Closing/Homebuyer Coordinator
	Any of the following employees of either Pulte Mortgage LLC: Vice President and Branch Manager
	Any of the following employees of either Sun City Title Agency, Inc. or PGP Title, Inc. or PGP Title of Florida, Inc.: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer
	Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance

Closing of the Purchase and Sale of Real Property

V. Contracts, deeds and all other closing documents for the purchase or sale of real property (other than the sale and closing of residential homes or lots to consumers).

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land

EXHIBIT A

Executive Vice President	Division President
Senior Vice President and General Counsel	Division VP/Director of Finance
Other title(s) or person(s) designated in writing by resolution(s) of the Board of Directors	Division VP of Land Development/Acquisition

Real Property Financing and Land Banking Transactions

VI. Documents related to any of the following real property financings and land banking transactions:

a. Traditional Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents that are relevant or incident to the financing of the purchase and/or development of real property.

b. Special Taxing District Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents under which the Company or the Partnership is a party that are relevant or incident to a Special Taxing District Financing (defined below), other than documents contemplated in Guarantees and Environmental Indemnities.

"Special Taxing District Financing" means a financing through the issuance of bonds by a community development district, community facilities district, municipal utility district, county or municipal improvement district, tax incremental district or other similar special purpose unit of local government.

c. Guarantees and Environmental Indemnities. Guarantees of payment or performance of the obligations of another entity (whether in the form of a payment guaranty, indemnity or other document), maintenance or remargining guarantees and environmental indemnities in connection with development financing.

d. Land Banking Transactions. Assignments of contracts to purchase real property, options to purchase real property, development agreements and other documents evidencing arrangements with an intermediary, such as a land banker, to purchase or develop real property.

General Signing Power	*Division Specific Signing Power*
Chief Financial Officer of the publicly traded ultimate parent	
Treasurer of the publicly traded ultimate parent	

EXHIBIT A

Licenses

VII. Documents necessary to obtain licenses and department of real estate public reports or similar documents in California and other states (such as, without limitation, Arizona and Nevada).

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director of Finance
Vice President	Division VP/Director Sales
	Division VP of Construction Operations
	Area VP/Division VP/Director Land Acquisition/Development

CC&Rs

VIII. Restrictive covenants, conditions, restrictions, easements and other similar rights or restrictions, commonly known as CC&Rs, affecting real property or improvements on real property, and documents relating to CC&Rs, such as the organizational documents for the related homeowners' or property owners' association.

General Signing Power	*Division Specific Signing Power*
Chairman of the Board	Area President
Chief Executive Officer	Area VP Finance
President	Area VP Land
Executive Vice President	Division President
Senior Vice President	Division VP/Director Finance
Vice President	Division VP/Director Land Acquisition/Development

RESOLVED FURTHER, that all lawful acts specifically described in the immediately preceding resolution, undertaken prior to the adoption of these resolutions, in the Company's own capacity or as managing partner or managing member of the Partnership, are hereby ratified, confirmed and adopted by the Company.

EXHIBIT A

RESOLVED FURTHER, that any Signing Power Resolutions or Powers of Attorney and Grants of Agency previously issued or adopted by the Company are hereby terminated, revoked and superseded in their entirety by these resolutions.

Effective as of January 1, 2017.

* * * * *

For office use only – Project #

Disclosure of Ownership Interest – Property

Town of Jupiter
Department of Planning and Zoning
210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2323 ♦ Fax: (561) 744-3116

TO: DIRECTOR OF PLANNING AND ZONING, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
TOWN OF JUPITER

BEFORE ME, the undersigned authority, this day personally appeared Joshua Simon, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☑ Manager *[position e.g., president, partner, trustee]* of Crossroads 6101, LLC *[name and type of entity—e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the Town of Jupiter.

2. Affiant's address is: 601 Heritage Drive, Suite 227 Jupiter, FL 33458.

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Town of Jupiter policy, and will be relied upon by the Town of Jupiter in its review of

application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Joshua Simon, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this 27 day of October, 2025, by Joshua Simon,

☑ who is personally known to me or ☐ who has produced

_____ as identification and who did take an oath.

Laura M Hoock
Notary Public

Notary Public State of Florida
Laura M Hoock
My Commission HH 459639
Expires 10/30/2027

Laura M Hoock
(Print Notary Name)
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10/30/27

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTIONS

4-41-42, N 1/2 LYG NELY OF I-95 R/W (LESS SW 1/4 OF NE 1/4, S 933.38 FT OF N 1023.38 FT OF E 966.38 FT NLY 90 FT OF E 1921.56 FT IN OR20081P1062, ENVIRONMENTAL PARS 1 & 2, & HIGH TECH/BIOSCIENCE PARS 1 & 2 IN OR24443P41 & WASHINGTON ST & ISLAND WAY R/WS)

4-41-42, N 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 (LESS ISLAND WAY R/W)

4-41-42, N 330 FT OF S 3/4 OF SW 1/4 OF NE 1/4 (LESS W 887.29 FT, I-95 & ISLAND WAY R/WS)

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

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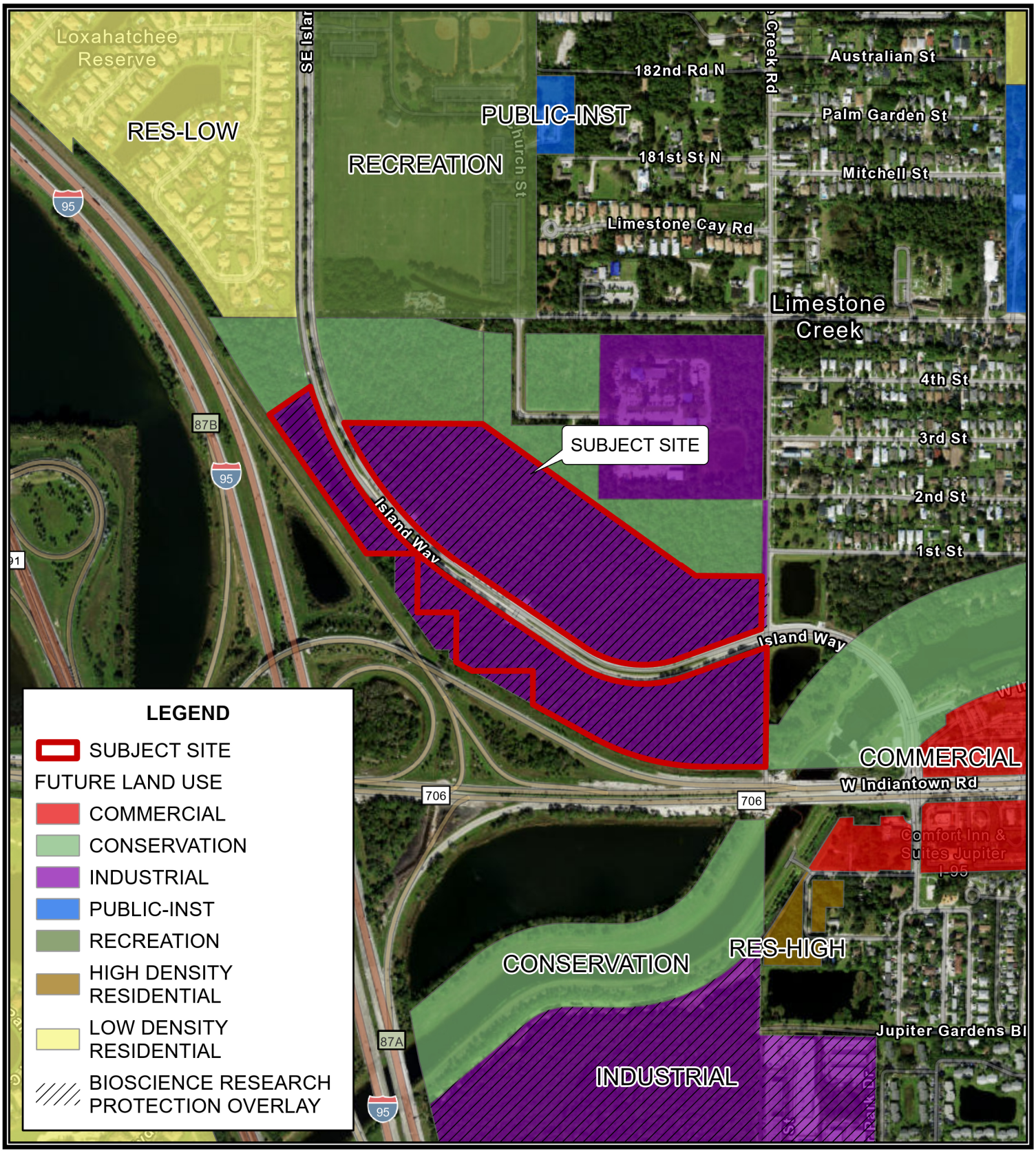
Name	Address	Percentage of Interest
Josh Simon	1601 Heritage Dr. Ste 227, Jupiter, FL 33458	
Michael Nortman	" "	
Michael Krasny	" "	
David Cohen	" "	
Harold Levy	" "	

K:\Staff\WP51\Applications\Disclosure of Ownership Interests Form.doc



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

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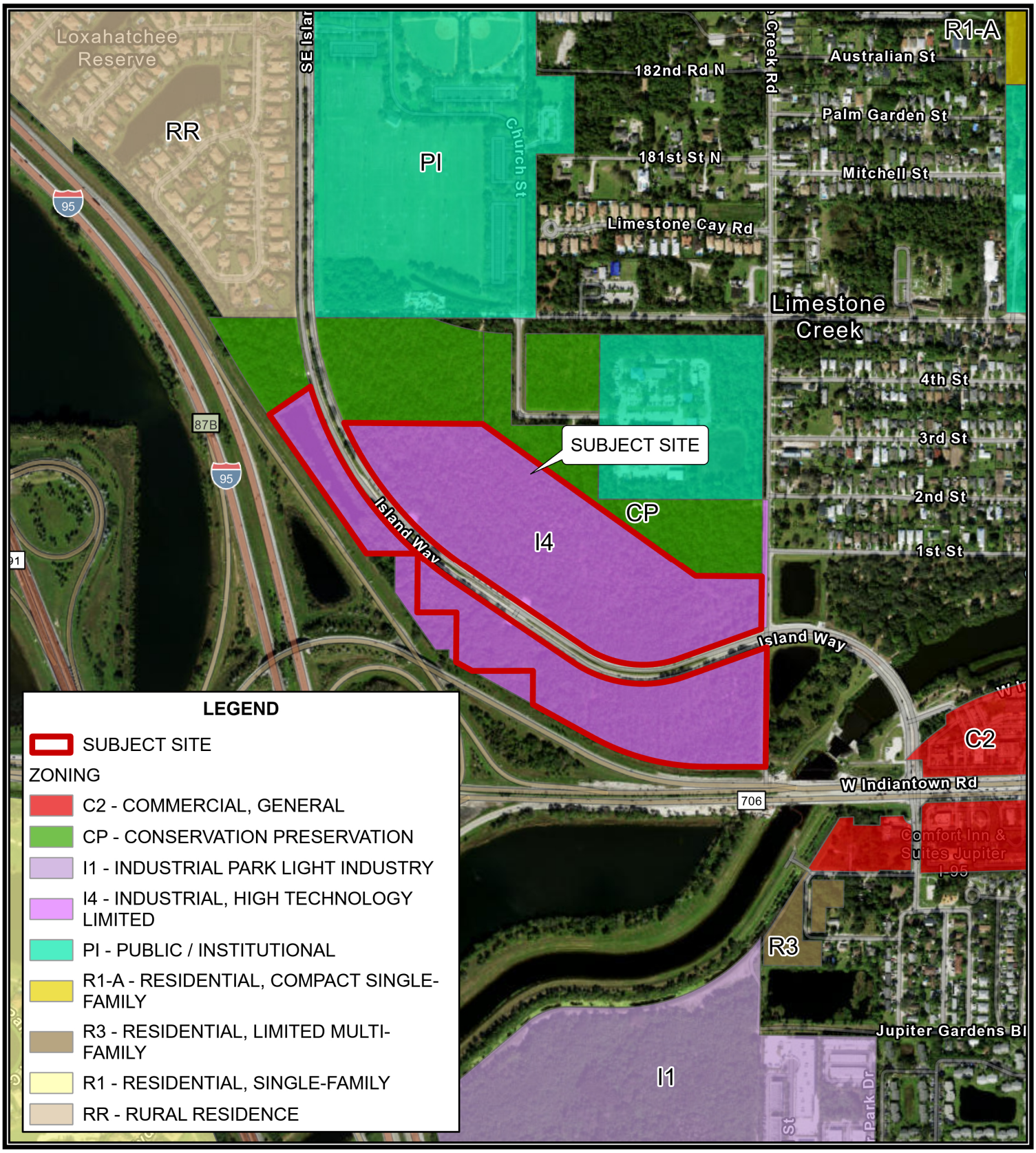

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1 inch equals 750 feet

0 375 750 Feet

Zoning Map

Beacon Park

Jupiter, FL

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics \ArcMap_Projects\Beacon Park_ArcGIS Pro Base [07/03/2025] ESS

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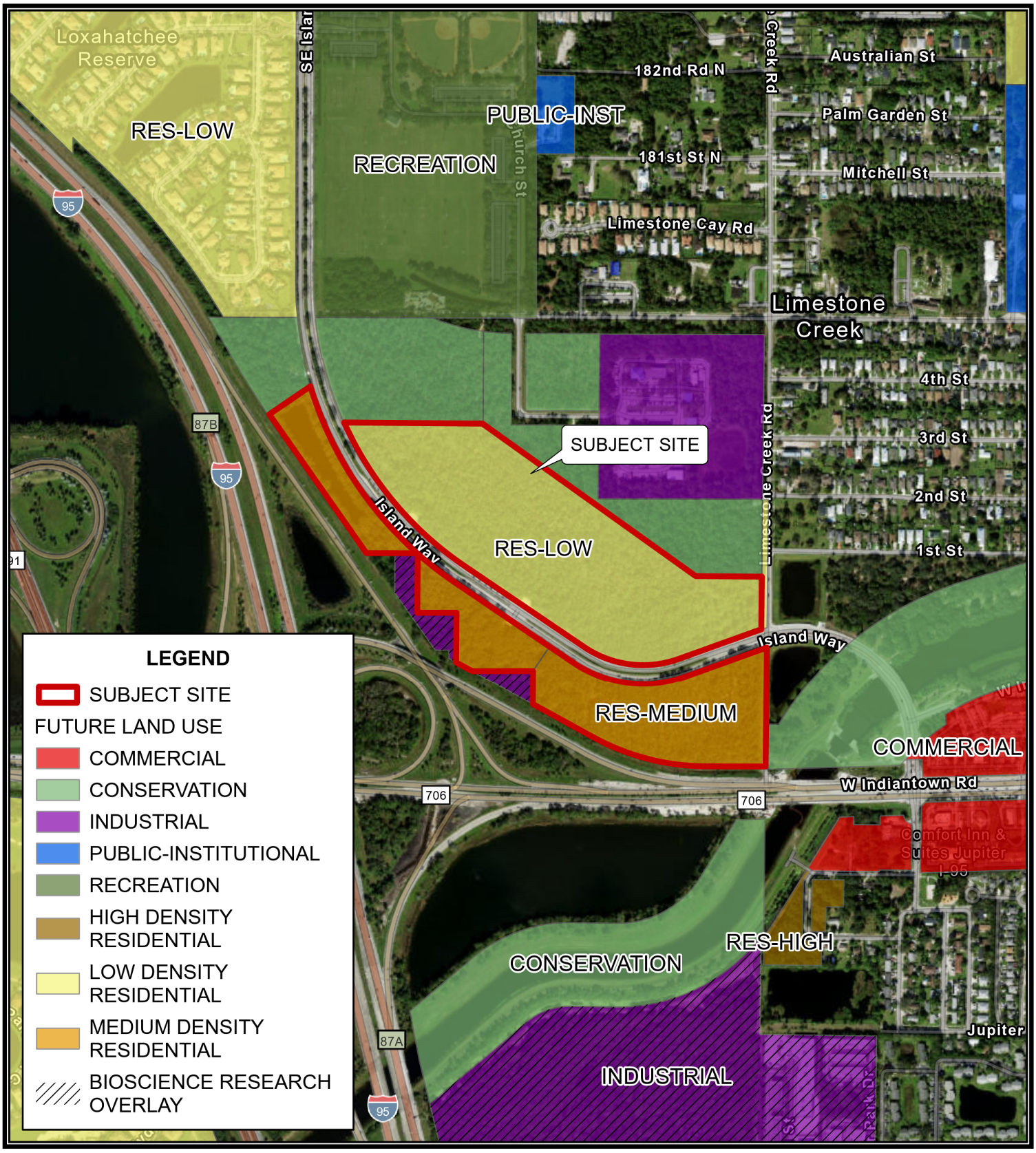

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1 inch equals 750 feet

0 375 750 Feet

Proposed Future Land Use

Beacon Park

Jupiter, FL

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561.747.6336 · 561.747.1377

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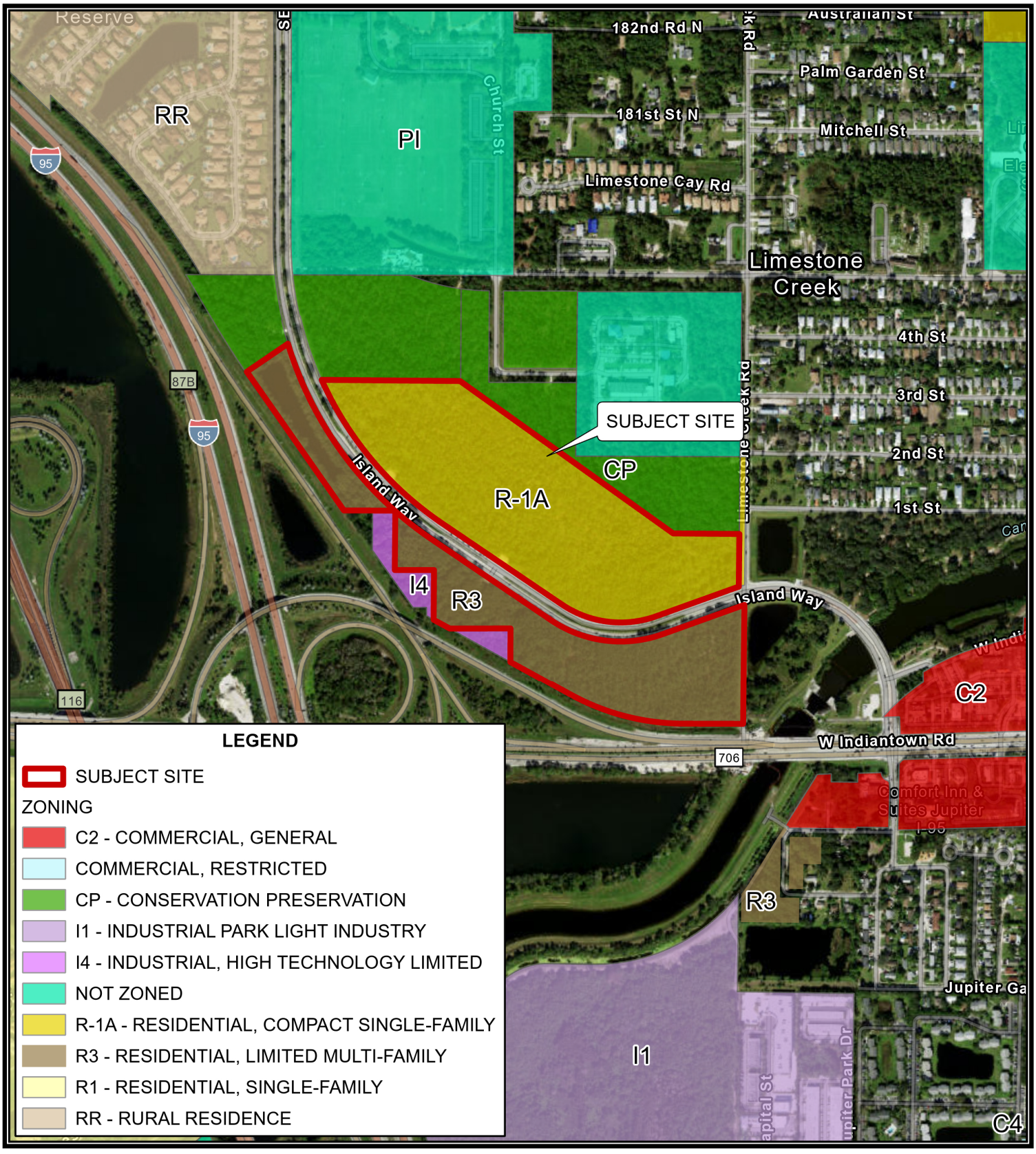

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1 inch equals 750 feet

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Feet

Map Document: F:\Projects Active\25-0518 Pulte Beacon Park\Maps Graphics\ArcMap_Projects\Beacon Park_ArcGIS Pro Base [09/8/2025] ESS

Proposed Zoning Map

Beacon Park

Jupiter, FL

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

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)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 16 day of March, 2011, by and between the TOWN OF JUPITER, a Florida municipal corporation (hereinafter "Town"), whose address is 210 Military Trail, Jupiter, Florida 33458 and DDR Jupiter Falls LLC, a Delaware Limited Liability Company ("Owner"), whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122.

RECITALS

WHEREAS, the Town and Owner have participated in mediation and subsequently a hearing pertaining to the Owner's property, the legal description of which is attached hereto as Exhibit "A" (the "Subject Property") pursuant to Section 70.51, Florida Statutes, known as the Florida Land Use and Environmental Dispute Resolution Act (the "Act"); and;

WHEREAS, following the hearing, the Special Magistrate rendered an Order and Recommendation concluding that the Town's assignment of an I-4 zoning district and rejection of the Owner's request to have the Subject Property designated with an I-2 zoning district was an unfair and unreasonable burden on the Owner's use of the Subject Property; and

WHEREAS, the Special Magistrate's Order and Recommendation stated that the Town Council should rezone the Subject Property to I-2; and

WHEREAS, the Town Council has carefully and meticulously reviewed the Order and Recommendation of the Special Magistrate and has rejected the recommendation to rezone the Subject Property to I-2 and has determined that modifications to the Special Magistrate's recommendations are appropriate; and

WHEREAS, pursuant to Section 70.51 (21) (b), Florida Statutes, the Town Council is specifically authorized to modify the recommendation submitted by the Special Magistrate and to implement the recommendation by development agreement; and

WHEREAS, the Town is empowered and authorized to enter into development agreements in accordance with Section 163.3220 – 163.3243, Florida Statutes; and

WHEREAS, the Town has adopted a Comprehensive Plan as required by Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Future Land Use Element of the Town's Comprehensive Plan contains policy 1.3.13 which created a General Industrial Land Use designation; and

WHEREAS, the General Industrial Land Use designation assigned to the Subject Property permits activities and uses which pursuant to Chapter 163, Part II, Florida Statutes, may be implemented by land development regulations or a Development Agreement; and

WHEREAS, the Owner and the Town have agreed to enter into this Development Agreement ("Agreement") pursuant to Section 163.3227, Florida Statutes as the means to modify the Order and Recommendation of the Special Magistrate; and

WHEREAS, in accordance with Section 70. 51 (22), Florida Statutes, this Agreement constitutes the written decision of the Town regarding the uses available to the Subject Property; and

WHEREAS, Owner agrees that the uses and the terms specified in this Agreement as applied to the Subject Property are acceptable and resolves its dispute with the Town.

NOW, THEREFORE, the Town and Owner, for $10.00 and other good and valuable consideration, including the terms and conditions of the Agreement, the receipt and sufficiency of which is acknowledged by each party, hereby agree as follows:

1. **Recitals.** The Whereas clauses set forth above are acknowledged by the Town and Owner to be true and correct and incorporated herein and made part of this Agreement.

2. **Current Zoning.** The Subject Property is presently zoned "Industrial, High Technology Limited (I-4)."

3. **Future Land Use Plan Designation.** The Subject Property currently has a Future Land Use designation pursuant to the Town's Comprehensive Plan of General Industrial.

4. **Land Uses.** Owner wishes to maintain its development rights under the current designation of General Industrial Future Land Use and those zoning uses assigned to the Subject Property pursuant to this Agreement. In addition, in the event that there are amendments to objectives or policies to the Future Land Use designation of General Industrial and/or the I-4 zoning district, which the Owner determines would be advantageous to the Owner in the development of the Subject Property, the Owner shall be entitled to avail itself of any such amendments by written notice to the Town. The specific uses, whether use by right, special exception and/or accessory, which are available to be developed on the Subject Property, including the intensity and extent of the development of those uses are subject to all applicable County

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and Town Codes and Ordinances and are as set forth in the attached Exhibit "B" which is incorporated herein.

Provided the Owner, its successors and/or assigns, fulfill their obligations under this Agreement, and all applicable County and Town Codes and Ordinances, the Town shall exercise appropriate governmental authority to allow the development of the Subject Property in accordance with this Agreement and the Future Land Use designation of General Industrial. Neither the Town nor Owner will take any action inconsistent with the intent of this Agreement.

5. **Concurrency.** The Owner shall not undertake development on the Subject Property without meeting the applicable Town and Palm Beach County Concurrency infrastructure requirements, if any, necessary for that development including, but not limited to traffic, water, sewer, roads, drainage, and recreation and the payment of all impact fees required by law in connection therewith.

a. **Drainage.** The Owner shall provide drainage in accordance with the Rules of the Florida Department of Environmental Protection and the South Florida Water Management District and the regulations of the Town's Code.

b. **Water and Sanitary Sewer.** Water and sanitary sewer service are available to the Subject Property. The Owner shall comply with the requirements of the Town's Water Utility and the Loxahatchee River District for the provisions of water and sewer services.

c. **Water and Sanitary Sewer Distribution Lines.** Owner is responsible for construction of water and sanitary sewer distribution lines, collection lines, pump stations, lift stations and fire hydrants within the boundaries of the Subject Property. Such construction shall be undertaken in accordance with the Town and Loxahatchee River District's standards and specifications and shall be inspected and approved by the Town and the Loxahatchee River District.

d. **Solid Waste Collection.** Waste Management, Inc. or other solid waste franchises will provide solid waste collection service to the Subject Property.

e. **Law Enforcement.** The Town provides police service to the Subject Property.

f. **Fire Rescue and Emergency Medical Services.** Palm Beach County or another service provider selected by the Town provides fire rescue and emergency medical services to the Subject Property.

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g. **Traffic.** Pursuant to its Charter, Palm Beach County establishes the Level of Service for State and County roadways and whether the Owner's proposed use of the Subject Property meets the traffic concurrency standards of its Traffic Performance Ordinance. The Town is responsible for Levels of Service and concurrency determinations for local Town roadways.

6. **Dedication of Land for Public Purposes.** The parties have agreed that in accordance with an appraisal performed for the Subject Property by Anderson & Carr, the Owner will convey marketable title to 16.6 acres of the subject property by general warranty deed to the Town at the price of $6 per square foot for environmental or conservation purposes, said property will be deemed to satisfy the Town's environmental set aside or preservation requirements at such time as the Owner or its successors or assigns develops the Subject Property. An aerial depicting the conceptual location of the parcels to be conveyed is attached hereto and incorporated herein as Exhibit "C." The exact location and legal descriptions of the parcels of the Subject Property conveyed pursuant to this paragraph shall be shown on a sketch and survey of the Subject Property which shall be substituted for Exhibit "C" to this Agreement and recorded. The sketch and survey, the costs of which shall be borne by the Owner, shall be prepared and substituted for Exhibit "C" within forty-five (45) days of execution of this Agreement, but in no event later than the date upon which Owner conveys said parcels to the Town.

Owner will also convey marketable title by general warranty deed to an additional 2.5 acres to the Town at the price of $6 per square foot for park purposes. An aerial depicting the conceptual location of the land for park purposes is attached hereto and incorporated herein as Exhibit "C." The exact location and legal description of the land conveyed pursuant to this paragraph shall be shown on a sketch and survey which shall be substituted for Exhibit "C" to this Agreement and recorded pursuant to the terms set forth above.

Owner will also convey marketable title by general warranty deed to an additional 16.6 acres of the Subject Property to the Town at no cost to the Town, said land being conveyed and reserved for the Town's use or subsequent sale to others for high technology/bio science uses. In addition, pending the use of this additional 16.6 acres for high technology/bio science uses, the Town may utilize said 16.6 acres for conservation or passive recreation uses. An aerial depicting the conceptual location of the parcels to be conveyed for high technology/bio science uses is attached hereto and incorporated herein as Exhibit "C." The exact location and legal descriptions of the parcels of the Subject Property conveyed pursuant to this paragraph shall be shown on a sketch and survey of the Subject Property which shall be substituted for Exhibit "C" to this Agreement and recorded pursuant to the terms set forth above. The closing on the parcels depicted in Exhibit "C"

shall occur in accordance with the Purchase Agreement executed by and between the Town and Owner.

7. **Comprehensive Plan Consistency.** The Town Council has determined that the uses permitted by this Agreement would be consistent with the Future Land Use designation of the Subject Property under the Town's Comprehensive Plan.

8. **Term and Amendments.** This Agreement and any amendments hereto shall have duration of 20 years unless this Agreement is terminated as provided for herein or extended as may be provided for in Section 163.3229, Florida Statutes. Any amendments to the Agreement within the term shall comply with the statutory requirements of Section 163.3220-3243, Florida Statutes. During the term of this Agreement and any amendments thereto, the parties shall use good faith and best efforts to effectuate the terms, purpose and intent of this Agreement.

9. **Exhibits.** All Exhibits to this Agreement are incorporated in and made part of this Agreement.

10. **Permitting Requirements.** Subject to the other provisions of this Agreement, the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

11. **Termination.** This Agreement may be terminated by mutual written consent of the parties pursuant to the notice requirements for initial adoption of a development agreement.

12. **Successors in Interest.** This Agreement and any rights and responsibilities hereunder are binding and inure to the benefit of the Town and the Owner, as well as their respective successors in interest and assigns.

13. **Recording.** Within 14 days after the Town Council has entered into this Agreement, the Agreement shall be recorded with the Clerk of the Court in and for Palm Beach County. A copy of the recorded Agreement shall be submitted to the state land planning agency and the Owner within 14 days after the Agreement is recorded.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and judicial venue for any actions between the parties of this Agreement shall be in Palm Beach County, Florida.

15. **Attorney Fees.** Should either party have to pursue any legal remedies to enforce the terms of this Agreement, the prevailing party shall be entitled to

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recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS]

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WITNESSES:

Kimberly G. Cadle
Signature

Print Name: Kimberly G. Cadle

Signature

Print Name: Christopher A. Erb

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

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

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Exhibit A

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LEGAL DESCRIPTION

PARCEL 35.02 (6.66 ACRES, MORE OR LESS), (6.66 ACRES PER SURVEY)

A parcel of land lying in Section 4, Township 41 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

The North 330.00 feet of the South three quarters (South 3/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 4, LESS the West 887.29 feet thereof and less that portion for Interstate I-95 right of way described in Official Record Book 3898, page 1320, public records of Palm Beach County, Florida.

Together with the North half (North 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 4.

PARCEL 35.01 AND 35.08 (84.18 ACRES, MORE OR LESS), (84.21 ACRES PER SURVEY)

A parcel of land lying in Section 4, Township 41 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

That portion of the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of said Section 4, lying Northerly and Easterly of the rights of way of Indiantown Road and Interstate I-95. LESS AND EXCEPTING THEREFROM the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 4.

ALSO LESS those parcels of land described in Official Record Book 6749, at page 1218, Official Record Book 6585, at page 203 and Official Record Book 6585, at page 219, public records of Palm Beach County, Florida.

LESS AND EXCEPT the following described land, known as PARCEL 35.05:

A parcel of land lying in the Northeast quarter (NE 1/4) of Section 4, Township 41 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

Commencing at the Northeast corner of said Section 4, run North 89°30'50" West along the North line of said Section 4, a distance of 33.00 feet to the POINT OF BEGINNING.

Run thence South 00°36'39" West along a line 33.00 feet westerly of and parallel with the East line of said Section 4 a distance of 90.00 feet; thence North 89°30'50" West along a line 90 feet southerly of and parallel with the North line of said Section 4, a distance of 933.38 feet; thence North 00°36'35" East 3.00 feet; thence North 89°30'50" West 420.74 feet; thence North 00°36'35" East along the East line of that certain 80 foot wide strip of land described in Official Records Book 6749, page 1218, a distance of 54.00 feet; thence North 89°30'50" West along the North line of said 80 foot wide strip of land a distance of 80 feet; thence South 00°36'35" West along the West line of said 80 foot wide strip of land a distance of 54.00 feet to a point on a curve concave to the Northeast having a radius of 1260.00 feet and whose center bears North 00°45'04" East; thence Northwesterly along the arc of said curve through a central angle of 21°09'05" a distance of 465.14 feet; thence South 89°30'50" East along a non-tangent line and along the North line of said Section 4 a distance of 1388.56 feet to the POINT OF BEGINNING.

LESS:
Right-of-way of Island Way conveyed to Palm Beach County in Official Records Book 15807 page 675.

Development Agreement Uses

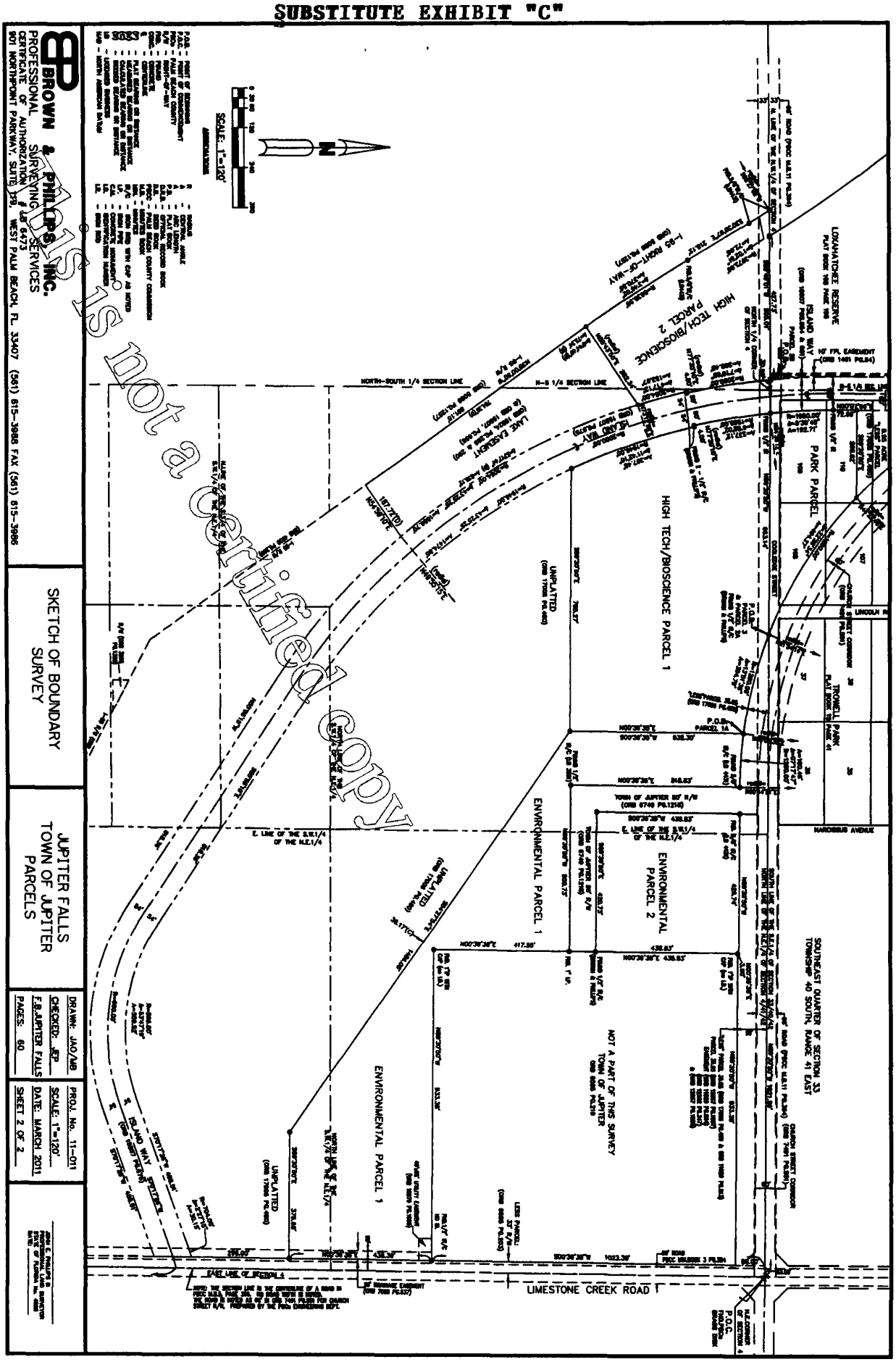
Corporate / Business offices	UBR
Office uses related to scientific, laboratory, or limited industrial research, product development and testing, engineering development and marketing, and such other office uses which are ancillary to high technology uses on-site[1]	UBR
Club	SE
Day care and preschool facilities.	UBR after 100,000 SF developed
Day Care	AC to principal
Hotel/conference center	UBR for one
Gasoline filling station with convenience store	UBR for one after 50,000 SF developed
Helistop	SE
Indoor recreation	SE up to 20,000 SF
Bank and financial institution	UBR up to 10,000 SF
Light industrial manufacturing, processing, repair or fabrication uses except those listed as special exceptions	UBR
Those light industrial uses, involving manufacturing, fabricating, processing converting, altering and assembling, which are directly related to high technology uses occurring on-site[1]	UBR
Limited public uses[1]	UBR
Research office or laboratory, including theoretical and applied research in all of the sciences, product development and engineering[1]	UBR
High tech laboratory research[1]	UBR
Restaurant	SE up to 10,000 SF
Utility services and transmission towers	SE
Warehouses (indoors)	UBR not to exceed 20% of the GFA of any building
Wholesale or retail sale of finished products manufactured on site	UBR
Personal Services	AC
Clinical research hospital[1]	SE
Educational facilites for post-secondary or higher education	UBR
Heliports (see division 18 of article X of this chapter)[1]	SE
Clinical research office / clinic	SE

[1] Existing I-4 uses (no change)

Use Key:
UBR - Use by Right
SE - Special Exception
AC - Accessory
GFA - Gross Floor Area

Exhibit B

SUBSTITUTE EXHIBIT "C"



SUBSTITUTE EXHIBIT "C"
LEGAL DESCRIPTIONS

Environmental Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of the said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 21° 54' 14" East; thence Southeasterly, along said curve to the left, through a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning; thence South 00° 36' 35" West for 532.30 feet; thence South 54° 27' 54" East for 1486.05 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 375.68 feet to a line lying 33.00 feet West of, and parallel with, the East line of the said Northeast quarter of Section 4; thence along said parallel line, North 00° 36' 38" East for 438.39 feet to the South line of a Town of Jupiter parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida; thence along the boundary of said parcel, North 89° 30' 50" West for 933.38 feet; thence continue along said boundary, North 00° 36' 38" East for 417.55 feet to South line of a Town of Jupiter 80' Right-of-Way, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said Right-of-Way, North 89° 30' 50" West for 500.73 feet; thence continue along said Right-of-Way, North 00° 36' 35" East for 518.83 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 00° 44' 51" East; thence Westerly, along said curve to the right, through a central angle of 07° 17' 47" for 160.46 feet to the Point of Beginning.

Environmental Parcel 2

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of said Section 4, North 89° 30' 50" West for 33.00 feet; thence parallel with the East line of said Section 4, South 00° 36' 38" West for 90.00 feet; thence parallel with the North line of said Section 4, North 89° 30' 50" West for 933.38 feet to the Point of Beginning; thence North 00° 36' 38" East for 3.00 feet; thence North 89° 30' 50" West for 420.74 feet to the East line of an 80' Right-of-Way to The Town of Jupiter, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said East line, South 00° 36' 35" West for 438.83 feet; thence continue along said Right-of-Way, South 89° 30' 50" East for 420.73 feet to the West boundary a Town of Jupiter Parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida; thence along said West boundary, North 00° 36' 38" East for 435.83 feet to the Point of Beginning.

High Tech/Bioscience Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of the said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to the Point of Beginning; thence continue along said North line, North 89° 30' 50" West for 663.14 feet to the East Right of Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East, thence Southerly, along said Right of Way and curve to the left, through a central angle of 6° 58' 02" for 237.12 feet; thence radial to said curve, North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 1946.00 feet; thence Southerly, along said

Right of Way and curve to the left, through a central angle of 11° 42' 10" for 397.48 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 785.27 feet; thence North 00° 36' 35" East for 532.30 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 08° 02' 38" East; thence Northwesterly, along said curve to the right, through a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning.

High Tech/Bioscience Parcel 2

A parcel of land in the Northwest quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the North quarter corner of said Section 4; thence along the North line of the said Northwest quarter of Section 4; South 89° 49' 01" West for 30.98 feet to the Point of Beginning; thence continue along said North line, South 89° 49' 01" West for 505.01 feet to the Easterly Right of Way of I-95, recorded in O.R. Book 5088, Page 1257, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the Southwest, having a radius of 3973.96 feet, where a radial line bears South 58° 27' 02" West; thence Southeasterly, along said curve to the right, through a central angle of 1° 02' 51" for 72.65 feet to a point of tangency; thence continue along said Right-of-Way, South 30° 30' 07" East for 218.12 feet to the point of curvature of a curve concave to the Northeast, having a radius of 5635.58 feet; thence Southeasterly, along said Right-of-Way and curve to the left, through a central angle of 3° 46' 02" for 370.55 feet to the Northerly limit of a Lake Easement recorded in O.R. Book 15824, Page 288, Public Records of Palm Beach County, Florida, thence along said Northerly limit, North 55° 43' 50" East for 282.34 feet to the Westerly Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 2054 feet, where a radial line bears North 73° 12' 58" East; thence Northerly, along said Right-of-Way and curve to the right, through a central angle of 4° 17' 12" for 153.67 feet; thence radial to said curve, North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 2050 feet; thence Northerly, along said Right-of-Way and curve to the right, through a central angle of 7° 15' 05" for 259.45 feet to the Point of Beginning.

Park Parcel

A parcel of land in the Southeast quarter of Section 33, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence along the South line of the said Southeast quarter of Section 33, North 89° 30' 50" West for 1921.56 feet to the Point of Beginning; thence continue along said South line, North 89° 30' 50" West for 663.14 feet to the East Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East; thence Northerly, along said Right-of-Way and curve to the right, through a central angle of 5° 39' 45" for 192.71 feet to a point of tangency; thence North 00° 07' 56" East for 72.66 feet to a line lying 265.00 feet North of, and parallel with, the said South line of the Southeast quarter of Section 33; thence along said parallel line, South 89° 30' 50" East for 260.82 feet to a non-tangent curve, concave to the concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 44° 22' 48" East; thence Southeasterly, along said curve to the left, through a central angle of 22° 28' 34" for 494.27 feet to the Point of Beginning.

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Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0633 - 644; (12pgs)

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FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT is made and entered into this 6 day of NOVEMBER, 2018 by and between the Town of Jupiter, Florida, a Florida municipal corporation (hereinafter "Town") whose address is 210 Military Trail, Jupiter, Florida 33458 and Crossroads 6101 LLC, a Florida Limited Liability Company (hereinafter "Crossroads") whose address is 601 Heritage Drive, Jupiter, FL 33458.

RECITALS

WHEREAS, the Town and DDR Jupiter Falls, LLC ("DDR") entered into a Development Agreement on March 16, 2011, pertaining to the development of the DDR's property, the legal description of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Crossroads is now the owner of the property formerly owned by DDR, which is now known as "Beacon Park" and is the successor to the Development Agreement previously entered into by DDR; and

WHEREAS, the Development Agreement authorized certain uses that are not permitted in the Town's I-4 Zoning District, but which are permitted in the Future Land Use designation of General Industrial, or which are considered to be complimentary uses to a "Business Park", and as such, the Council has determined that these uses are consistent with the Town's Comprehensive Plan; and

WHEREAS, the parties have agreed to modify the uses authorized by the Development Agreement as set forth herein; and

WHEREAS, the parties have agreed that the property legally described in Exhibit "B" which is attached hereto and incorporated herein and any restrictions which existed thereon when the property was conveyed to the Town after the original Development Agreement was executed should be removed from the Development Agreement; and

WHEREAS, all other terms and conditions of the Development Agreement not modified herein shall remain as set forth in the original Development Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

Section 1. The property legally described in the attached Exhibit "B" which is incorporated herein, shall be removed from the Development Agreement.

Section 2. The uses permitted in the Development Agreement are as set forth in the attached Exhibit "C" which is incorporated herein.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 4th day of February, 2019.

ATTEST:

Sally M. Boylan, Town Clerk

[TOWN SEAL]

TOWN OF JUPITER, FLORIDA

By: Todd R. Wodraska, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Thomas J. Baird, Town Attorney

CROSSROADS 6101, LLC, a Florida Limited Liability Company

By: Josh Simon
Its: Managing Member

WITNESSES:

Signature

Print Name: Kelly Holland

Signature

Print Name: Charlie McEntee

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 35.02

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 330.00 FEET OF THE SOUTH THREE QUARTERS (SOUTH 3/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4, LESS THE WEST 887.29 FEET THEREOF AND LESS THAT PORTION FOR INTERSTATE I-95 RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORD BOOK 3898, PAGE 1320, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS: RIGHT-OF-WAY OF ISLAND WAY CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 15807, PAGE 675.

TOGETHER WITH THE NORTH HALF (NORTH 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4. LESS: RIGHT-OF-WAY OF ISLAND WAY CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 15807, PAGE 675.

PARCEL 35.01 (REMAINDER)

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 4, LYING NORTHERLY AND EASTERLY OF THE RIGHTS OF WAY OF INDIANTOWN ROAD AND INTERSTATE I-95. LESS AND EXCEPTING THEREFROM THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 4. ALSO LESS THOSE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6749, AT PAGE 1218, OFFICIAL RECORD BOOK 6585 AT PAGE 203 AND OFFICIAL RECORD BOOK 6585, AT PAGE 219 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, KNOWN AS PARCEL, 35.05:

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, RUN NORTH 89°30'50" WEST ALONG THE NORTH LINE SAID SECTION 4, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, RUN THENCE SOUTH 00°36'39" WEST ALONG A LINE 33.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 90.00 FEET; THENCE NORTH 89°30'50" WEST ALONG A LINE 90 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 933.38 FEET; THENCE NORTH 00°36'35" EAST A DISTANCE OF 3.00 FEET, THENCE NORTH 89°30'50" WEST A DISTANCE OF 420.74 FEET; THENCE NORTH 00°36'35" EAST ALONG THE EAST LINE OF THAT CERTAIN 80 FOOT WIDE STRIP OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6749, PAGE 1218, A DISTANCE OF 54.00 FEET; THENCE NORTH 89°30'50" WEST

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ALONG THE NORTH LINE OF SAID 80 FOOT WIDE STRIP OF LAND A DISTANCE OF 80 FEET; THENCE SOUTH 00°36'35" WEST ALONG THE WEST LINE OF SAID 80 FOOT WIDE STRIP OF LAND A DISTANCE OF 54.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1260.00 FEET AND WHOSE CENTER BEARS NORTH 00°45'04" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGE OF 21°09'05", A DISTANCE OF 465.14 FEET; THENCE SOUTH 89°30'50" EAST ALONG A NON-TANGENT LINE AND ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1888.56 FEET TO THE POINT OF BEGINNING.

LESS:

RIGHT-OF-WAY OF ISLAND WAY CONVEYED TO PALM BEACH COUNTY IN OFFICIAL RECORDS BOOK 15807, PAGE 675.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 24443, PAGE 41.

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Environmental Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 21° 54' 14" East; thence Southeasterly, along said curve to the left, through a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning; thence South 00° 36' 35" West for 532.30 feet; thence South 54° 27' 54" East for 1486.05 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 375.68 feet to a line lying 33.00 feet West of, and parallel with, the East line of the said Northeast quarter of Section 4; thence along said parallel line, North 00° 36' 38" East for 438.39 feet to the South line of a Town of Jupiter parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida, thence along the boundary of said parcel, North 89° 30' 50" West for 933.38 feet; thence continue along said boundary, North 00° 36' 38' East for 417.55 feet to South line of a Town of Jupiter 80' Right-of-Way, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said Right-of Way, North 00° 36' 35" East for 518.83 feet to a non-tangent curve, concave to the Northeast, having a radius of 1,260 feet, where a radial line bears North 00° 44' 51" East; thence Westerly, along said curve to the right, through a central angle of 07° 17' 47" for 160.46 feet to the Point of Beginning.

Environmental Parcel 2

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence along the North line of said Section 4, North 89° 30' 50" West for 33.00 feet; thence parallel with the East line of said Section 4, South 00° 36' 38" West for 90.00 feet; thence parallel with the North line of said Section 4, North 89° 30' 50" West for 933.38 feet to the Point of the Beginning; thence North 00° 36' 38" East for 3.00 feet; thence North 89° 30' 50" West for 420.74 feet to the East line of an 80' Right-of-Way to The Town of Jupiter, recorded in O.R. Book 6749, Page 1218, Public Records of Palm Beach County, Florida; thence along said East line, South 00° 36' 35" West for 438.83 feet; thence continue along said Right-of-Way, South 89° 30' 50" East for 420.73 feet to the West boundary a Town of Jupiter Parcel recorded in O.R. Book 6585, Page 219, Public Records of Palm Beach County, Florida; thence along said West boundary, North 00° 36' 38" East for 435.83 feet to the Point of Beginning.

High Tech/Bioscience Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

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Commence at the Northeast corner of said Section 4; thence along the North line of said Northeast quarter of Section 4, North 89° 30' 50" West for 1921.56 feet to the Point of the Beginning; thence continue along said North line, North 89° 30' 50" West for 663.14 feet to the East Right of Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East, thence Southerly, along said Right of Way and curve to the left, through a central angle of 6° 58' 02" for 237.12 feet; thence radial to said curve, North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 1946.00 feet; thence Southerly, along said Right of Way and curve to the left, through a central angle of 11° 42' 10" for 397.48 feet; thence parallel with the said North line of the Northeast quarter of Section 4, South 89° 30' 50" East for 785.27 feet; thence North 00° 36' 35" East for 532.30 feet to a non-tangent curve, concave to the Northeast, having a radius of 1260.00 feet, where a radial line bears North 08° 02' 38" East; thence Northwesterly, along said curve to the right, though a central angle of 13° 51' 36" for 304.79 feet to the Point of Beginning.

High Tech/Bioscience Parcel 2

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the North corner of said Section 4; thence along the North line of said Northwest quarter of Section 4, South 89° 49' 01" West for 30.98 feet to the Point of Beginning; thence continue along said North line, South 89° 49' 01" West for 505.01 feet to the Easterly Right of Way of I-95, recorded in O.R. Book 5088, Page 1257, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the Southwest, having a radius of 3973.96 feet, where a radial line bears South 58° 27' 02" West; thence Southeasterly, along said curve to the right, through a central angle of 1° 02' 51" for 72.65 feet to a point of tangency; thence continue along said Right-of-Way, South 30° 30' 07" East for 218.12 feet to the point of curvature of a curve concave to the Northeast, having a radius of 5635.58 feet; thence Southeasterly, along said Right-of-Way and curve to the left, though a central angle of 3° 46' 02" for 370.55 feet to the Northerly limit of a Lake Easement recorded in O.R. Book 15824, Page 288, Public Records of Palm Beach County, Florida, thence along said Northerly limit, North 55° 43' 50" East for 282.34 feet to the Westerly Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 2054 feet, where a radial line bears North 73° 12' 58" East; thence Northerly, along said Right-of Way and curve to the right, though a central angle of 4° 17' 12" for 153.67 feet; thence radial to said curve, a North 77° 30' 10" East for 4.00 feet to a curve concentric with the previous curve, and having a radius of 2050 feet; thence Northerly, along said Right-of-way and curve to the right, through a central angle of 7° 15' 05" for 259.45 feet to the Point of Beginning.

EXHIBIT "A" Not a certified copy

Park Parcel

A parcel of land in the Southeast quarter of Section 33, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence along the South line of the said Southeast quarter of Section 33, North 89° 30' 50" West for 1921.56 feet to the Point of Beginning; thence continue along said South line, North 89° 30' 50" West for 663.14 feet to the East Right-of-Way of Island Way, recorded in O.R. Book 15807, Page 681, Public Records of Palm Beach County, Florida, being a non-tangent curve, concave to the East, having a radius of 1950.00 feet, where a radial line bears North 84° 28' 12" East; thence Northerly, along said Right-of-Way and curve to the right, though a central angle of 5° 39' 45" for 192.71 feet to a point of tangency; thence North 00° 07' 56" East for 72.66 feet to a line lying 265.00 feet North of, and parallel with, the said South line of the Southeast quarter of Section 33; thence along said parallel line, South 89° 30' 50" East for 260.82 feet to a non-tangent curve, concave to the concave to the Northeast, having a radius of 1,260.00 feet, where a radial line bears North 44° 22' 48" East; thence Southeasterly, along said curve to the left, though a central angle of 22° 28' 34" for 494.27 feet to the Point of Beginning.

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EXHIBIT "B"

Environmental Parcel 1

A parcel of land in the Northeast quarter of Section 4, Township 41 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida, more particularly described as follows:

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, 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.

High Tech/Bioscience Parcels 1 and 2 totaling 16.6 acres, more or less.

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.

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EXHIBIT "C"

Development Agreement Uses

Development Agreement Uses	
Corporate / Business Offices	**UBR**
Office uses related to scientific, laboratory, or limited industrial research, product development and testing, engineering development and marketing, and such other office uses which are ancillary to high technology uses on-site[1]	**UBR**
Day care and preschool facilities	**UBR**
Day Care	**AC** to principal
Hotel/conference center	**UBR** for one with conference center of at least 1,500 SQ. FT; not to exceed 6,000 SQ. FT.
Helistop	**SE**
Indoor recreation	**SE** up to 20,000 SQ. FT.
Bank and financial institution	**UBR** up to 10,000 SQ. FT.
Light industrial manufacturing, processing, repair or fabrication uses except those listed as special exceptions[1]	**UBR**
Medical or Dental Clinics	**SE**
Limited Access Self-Service Storage Facility	**SE**
Light industrial manufacturing, processing, repair or fabrication uses except those listed as a special exception.	**UBR**
Those light industrial uses, involving manufacturing, fabricating, processing converting, altering and assembling, which are directly related to high technology uses occurring on-site[1]	**UBR**
Limited public uses[1]	**UBR**
Research office or laboratory, including theoretical and applied research in all of the sciences, product development and engineering[1]	**UBR**
High tech laboratory research[1]	**UBR**
Restaurant	**SE** up to 10,000 SQ. FT., not to exceed 8,000 SQ. FT. per user; no drive thru
Utility services and transmission towers	**SE**
Warehouses (indoors)	**UBR** not to exceed 20% of the GFA of any building
Wholesale or retail sale of finished products manufactured onsite	**UBR**
Personal Services	**AC**
Clinical research hospital[1]	**SE**

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Educational facilities for post-secondary or higher education	**UBR**
Clinical research office / clinic	**SE**

[1] Existing I-4 uses (no change)

Use Key:

UBR - Use by Right
SE - Special Exception
AC - Accessory
GFA - Gross Floor Area
SQ. FT – Square Feet

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Attachment E – Comprehensive Plan Objectives and Policies Consistency Analysis

FUTURE LAND USE ELEMENT

Objective 1.2. The Town shall maintain compatibility of land uses by considering the natural and historic resources, the intensities and densities of land use activities and their relationship to surrounding properties, the proper transition of land uses, appropriate transition when residential and nonresidential uses exist in the same land use designation, or adjacent or abutting, and the coordination of coastal population densities with the Statewide Regional Evacuation Study Program for Palm Beach County in order to minimize their potential exposure to storm related impacts.

Policy 1.2.1 Where there are differences between residential uses, or between residential and nonresidential uses in the same land use designation, or adjacent or abutting land use designations, in terms of the density or intensity of uses, or the type of units, an adequate transition shall be accomplished through provisions such as the use of setbacks, buffers, open space, and height limitations, and changing uses at the rear of property.

Staff Comment (for East): The proposed Low Density Future Land Use Designation abuts conservation property and is large enough to provide adequate buffering to Island Way through the site plan process.

Staff Comment (for West): The proposed Medium Density Future Land Use Designation is located between I-95 and three remnant industrial designated properties, and Island Way which present issues with compatibility and creates additional nuisances for the proposed residential that will require proper separation and buffering. As noted in the report, additional buffering is proposed to provide for compatibility where residential abuts industrial which may be difficult as the property is narrower and oddly shaped presenting challenges in providing adequate buffers and access to the industrial properties. It should be noted that the residential land use would require the remnant industrial properties to install a larger buffer which will impact their future development.

Policy 1.3.1 Low Density Residential – The predominate dwelling type in this future land use designation is detached, single family dwelling units. Within a planned unit development (PUD) larger than 160 acres, duplexes, zero-lot-line, townhome, multi-family and accessory dwelling units may be allowed, and single-family dwelling units may not be required to be the predominate dwelling type. The previously described allowances are subject to Town Council approval. The allowable density range is up to two units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural and/or rural surroundings.
b) In areas that provide convenient access to work and shopping areas.
c) In areas that are spatially separated and buffered by other uses from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services can be provided economically.
e) In areas where adequate police and fire protection can be economically provided.

Staff Comment (for East): The proposed amendment to Low Density Residential is generally consistent with the above policy by abutting conservation land, being located near commercial areas, and is served by existing infrastructure and government services. In addition, the property is large enough to provide adequate buffering to Island Way through the site plan process.

Policy 1.3.2 Medium Density Residential - Housing in this future land use designation consist of a wide range of types, including single-family, multi-family dwellings, including apartments, condominiums, triplexes, quadraplexes, zero lot line homes and duplexes. The density ranges from two to four units per gross acre with the following location criteria. Additional compatible uses may be permitted in the land development regulations (including home occupations, parks and playgrounds, utility services, religious institutions, cemeteries, daycares and limited public uses).

Location Criteria

a) In areas that afford attractive natural surroundings and large areas of open space.
b) In areas that have convenient access to work and shopping areas.
c) In areas that serve to spatially separate or buffer low density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.
d) In areas where water supply and sewerage facilities services are available.
e) In areas where adequate police and fire protection can be provided economically.

Staff Comment (for West): The proposed amendment to Medium Density Residential is generally consistent with the above policy because it is located near conservation and park lands. The property does have proximity to work and shopping areas to access nearby. Should the proposed future land use be adopted for the east property, it will spatially separate the proposed low density residential to the east from I-95 and industrial parcels to the west. The property is served by existing infrastructure and government services. That said, the property is located between I-95 and three remnant industrial designated properties, and Island Way which present issues with compatibility and creates additional nuisances for the proposed residential that will require proper separation and buffering. As noted in the report, additional buffering is proposed to provide for compatibility where residential abuts industrial which may be difficult as the property is narrower and oddly shaped presenting challenges in providing adequate buffers and access to the industrial properties.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
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JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

Project Narrative

FLUA Rezoning East

General Industrial to Low-Density Residential

I-4 to R-1A

Pulte Beacon Park

October 27th, 2025

INTRODUCTION

We are requesting the approval of a Future Land Use Amendment and Rezoning from I-4, General Industrial to R-1A, Low-Density Residential on behalf of the Applicant, Pulte Home Company. The property is located on Island Way in Jupiter, FL 33458 (PCNs: 30-42-41-04-00-000-1160 and 30-42-41-04-00-000-1050). The subject site contains 34.29 acres. The Applicant intends to construct 57 detached single-family homes on the subject site. The existing I-4, General Industrial designation does not allow residential development. This application is concurrent with applications for future land use amendments, rezonings, and site plans on the subject site under separate covers. In addition, the Applicant has also requested that the termination of the Development Agreement take effect upon final approval of the future land use amendments, rezonings, and site plans.

The requested FLUA and Rezoning from I-4, General Industrial to R-1A, Low-Density Residential significantly increases compatibility with the surrounding CP Conservation Preservation and PI Public/Institutional Districts as it encourages lower-intensity, conservation, and community-oriented land uses. Converting the future land use to Low-Density Residential aligns with the Town of Jupiter's Comprehensive Plan to transition high-intensity development away from residential and environmentally sensitive areas. The request to rezone the subject site from I-4 to R-1A exemplifies the compatible, context-driven zoning practices outlined in the Comprehensive Plan and Code of Ordinances.

LOCATION

The subject site is located adjacent to Island Way within the municipal boundaries of the Town of Jupiter. This application pertains to 34.29 acres on the east side of Island Way. The surrounding area along Island Way consists of Jupiter Community Park and three subdivisions: Loxahatchee Reserve, Loxahatchee Reserve North and Rialto. North and east of the subject site is a CP District. Further to the north and east of the CP District is the Jupiter Community Center, Jupiter Public Works, and two other subdivisions: Limestone Cay and Courtyard Homes at Limestone Creek.

SURROUNDING ZONING AND LAND USES

The zoning districts and future land uses along *Island Way* are below:

- (R-R) Rural Residence, Low-Density Residential
- (R-R) Rural Residence, Medium-Density Residential
- (PI) Public/Institutional, Recreation
- (CP) Conservation Preservation, Conservation

The table below depicts the zoning districts and land uses *directly adjacent* to the site:

	Zoning	**FLU**
North	Conservation Preservation (CP)	Conservation
East*	Unincorporated	Unincorporated
West*	Not Zoned (NZ)	Not Designated
South*	Not Zoned (NZ)	Not Designation

- **East*:** The Unincorporated space is zoned RH-Multi-Family (High Density Residential) under the jurisdiction of Palm Beach County
- **West*:** The Not Zoned space is Island Way
- **South*:** The Not Zoned space is Island Way

LEVELS OF SERVICE ANALYSIS

The applicant seeks a reduction in the maximum development potential of the property. Amending the designation from I-4, General Industrial to R-1A, Low-Density Residential results in a significant reduction in the maximum allowed intensity and reduces the demand for public infrastructure and municipal services. General Industrial development generates higher volumes of traffic, greater water and wastewater usage, increased waste generation, and higher demands on stormwater infrastructure and public safety services. The proposed Low-Density Residential use will substantially reduce these demands and improve infrastructure efficiency in the Town of Jupiter.

FUTURE LAND USE AMENDMENT

The applicant is requesting a Future Land Use Amendment and Rezoning to change the designation of the subject property from I-4, General Industrial to R-1A, Low-Density Residential on the East side of Island Way. This amendment brings the property's designation into alignment with surrounding Residential, Recreation, Conservation, and Commercial uses to support greater integration and interaction with the surrounding community and amenities. Consistency with the Future Land Use Element is outlined as such:

- **Goal 1: Ensure that the future land use pattern maintains the existing low intensity, residential character, recognizes and protects the environmental quality of the Town, and allows the Town to become a full service community serving Northern Palm Beach County**.

Response: The proposed FLU and rezoning maintains the existing low intensity, residential character of the surrounding low and medium density residential areas and protects the environmental quality of the surrounding conservation and recreational uses. In addition, it provides a pathway to create a residential community that will contribute to the workforce housing shortages and provide convenient access to major corridors furthering education, work, and shopping access.

- **Policy 1.2.4 Existing land uses which are not compatible with adjacent land uses, the character, natural resources or the future land use plan shall be eliminated upon redevelopment, and until that time may not be expanded.**

  Response: The existing I-4, General Industrial designation is not compatible with the surrounding low intensity uses, the residential character, or the protected natural resources. The proposed R-1A, low-density residential designation will eliminate the incompatible use and district upon redevelopment.

- **Policy 1.3.20 The intensity of urban use in environmentally sensitive areas shall be reduced in order to protect the function and value of the natural resources.**

  Response: The existing I-4, General Industrial is adjacent to a CP district. The proposed R-1A, Low-Density Residential amendment directly reduces the intensity of urban use and protects the function and value of the surrounding natural resources.

In addition, the FLUA and rezoning is consistent with the location criteria for Low-Density Residential Future Land Use. The subject property meets the location criteria as follows:

Policy 1.3.1 Low Density Residential

a) ***In areas that afford attractive natural and/or rural surroundings.***

   Response: The area includes natural features, open space, parks and recreation, and rural residences, contributing to and compatible with the residential setting. The adjacent use to the north is a conservation district providing a large area of open space and natural surroundings.

b) ***In areas that provide convenient access to work and shopping areas.***

   Response: The site is conveniently located near shopping areas and major corridors, providing access to both employment and services. The site is located at the intersection of West Indiantown Road and Interstate 95 providing convenient access to work and shopping areas.

c) ***In areas that are spatially separated and buffered by other uses from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the***

following: noise, glare, dust or fumes.

Response: The future land use and zoning designations are proposed in an area that is spatially separated and buffered by the proposed R-3, medium-density residential district from major streets, Commercial, and Industrial uses. The proposed use seeks to modify the Future Land Use from Industrial to Low-Density Residential further improving the buffer.

d) In areas where water supply and sewerage facilities services can be provided economically.

Response: Potable water and wastewater services are available and sufficient to support development under this designation.

e) In areas where adequate police and fire protection can be economically provided.

Response: The site is within an area that is already served by both police and fire protection services.

TOWN OF JUPITER CODE OF ORDINANCES

The Future Land Use and Zoning Amendments are consistent with the Jupiter Code of Ordinances *Section 27-178. Criteria for future land use and zoning map amendments.* As stated above, the amendments reflect the compatible, context-sensitive land use and zoning practices outlined in the Code of Ordinances. The criteria is listed below followed by the applicant's response:

1) The proposed map amendment shall be consistent with the goals, objectives and policies of the town comprehensive plan.

Response: As noted above, the proposed future land use and zoning map amendments are consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.

Response: The established land use patterns of the surrounding property are residential, recreation, and conservation. The proposed amendments are significantly more compatible with the low-intensity land use patterns than the existing industrial designation.

3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.

Response: The subject site is an island of industrial use within the surrounding residential/recreation/conservation context. The proposed designation does not introduce an isolated land use, it instead resolves the existing isolated land use by furthering the compatibility standards outlined within the Code of Ordinances and Comprehensive Plan.

4) **The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.**

Response: The future land use and zoning amendments are necessary because of changing conditions. The existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by, as the Bioscience and Research Protection Overlay does not exist as of 2025. In addition, the Town has adopted policies that favor consistency and compatibility of surrounding contexts that do not align with the existing isolated land use and zoning.

CONCLUSION

The proposed future land use and zoning map amendment is a corrective zoning action that converts a long-standing vacant site into a compatible residential district. The proposed R1A, low-density residential district harmonizes the surrounding residential, recreation, and conservation uses and contributes to the overall character of the surrounding community. The proposed designation furthers the Town's residential land use and development standards by promoting context-sensitive infill development, reducing levels of service impacts, and enhancing the visual quality of the subject site. In addition, the applicant has provided an application to sunset the outdated Development Agreement upon approval of the future land use, zoning, and site plan amendments under separate cover.

One behalf of the applicant, Pulte Home Company, we respectfully request approval of the proposed Zoning Map Amendment and Future Land Use Amendment. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

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Project Narrative

Future Land Use and Zoning Map Amendment

I-4, General Industrial to R-3, Medium Density Residential (West)

Pulte Beacon Park

October 28th, 2025

INTRODUCTION

The Applicant, Pulte Home Company, requests a Future Land Use Amendment from General Industrial (I-4) to Medium Density Residential and a concurrent rezoning from I-4, Industrial, High Technology & Employment Center to R-3, Compact Single-Family and Limited Multifamily Residential. The project site is a total of 23.42 acres of vacant land located along Island Way in Jupiter, FL 33458 (PCNs: 30-42-41-04-00-000-1160; 30-42-41-04-00-000-1050; and 30-42-41-04-00-000-1150) within the larger 57.71 acre community. The amendment will allow up to 44 single-family homes, with 11 of those units being zero-lot-line Workforce Housing units consistent with the Town's Workforce Housing Program. The change from industrial to residential use replaces an outdated designation with a compatible, lower-intensity land use consistent with the surrounding conservation, recreation, and residential properties. In addition, the Applicant has also requested that the termination of the Development Agreement take effect upon final approval of the future land use amendments, rezonings, and site plans under separate cover.

The requested amendment from I-4, General Industrial to R-3, Medium-Density Residential increases compatibility with the surrounding Conservation Preservation (CP) and Public/Institutional (PI) Districts. It allows for lower-intensity residential single-family neighborhood development that is compatible with the existing development pattern surrounding the site. The rezonings are aligned with the Town of Jupiter's Comprehensive Plan's goal to transition high-intensity development away from residential and environmentally sensitive areas. The request to amend the subject site's designation from I-4, General Industrial to R-3, Medium-Density Residential exemplifies the compatible, context-driven zoning practices outlined in the Comprehensive Plan and Code of Ordinances.

LOCATION

The subject site is located adjacent to Island Way within the municipal boundaries of the Town of Jupiter. This application pertains to 23.42 acres on the west side of Island Way. The surrounding area along Island Way consists of Jupiter Community Park and three subdivisions: Loxahatchee Reserve, Loxahatchee Reserve North and Rialto. North and east of the subject site are conservation lands owned by the Town. Further to the north and east of these conservation lands are the Jupiter Community Park, Jupiter Public Works, and two other subdivisions: Limestone Cay and Courtyard Homes at Limestone

Creek.

There are two remnant parcels that the applicant does not own which will maintain the I-4, General Industrial designation. The remnant parcels are 1.01 acres and 1.65 acres. The applicant has provided access to these parcels in the site plan as required. Development with an I-4 use is extremely unlikely given the size of these parcels. The applicant continues to engage in discussions with the property owners to acquire these remnant legacy parcels. Nonetheless, the R-3, medium-density residential (west) district will serve as an adequate transitional buffer to the R-1A, low-density residential (east) district.

SURROUNDING ZONING DISTRICTS AND LAND USES

The zoning districts and future land uses along Island Way are below:

- Rural Residence (RR), Low-Density Residential (LDR)
- Rural Residence (RR), Medium-Density Residential (MDR)
- Public/Institutional (PI), Recreation (REC)
- Conservation Preservation (CP), Conservation (C)
- Industrial, High Technology and Employment Center (I-4), General Industrial

The table below depicts the zoning districts and land uses directly adjacent to the site:

	Zoning	FLU
North	Not Zoned (NZ)	Not Designated
East*	Unincorporated	Unincorporated
West	Conservation Preservation (CP)	Conservation
South*	Not Zoned (NZ) & Industrial, High Technology and Employment Center (I-4)	Not Designated & Industrial General

- **North*:** The Not Zoned space is Island Way
- **East*:** The Unincorporated space is zoned RH-Multi-Family (High Density Residential) under the jurisdiction of Palm Beach County
- **South*:** The Not Zoned space is Interstate 95

LEVELS OF SERVICE ANALYSIS

The rezoning map amendment will reduce traffic, utility demand, and service burdens compared to the potential development scenarios under the I-4 zoning district. Under the site's current land use of General Industrial an estimated 1,200,000 square feet of light industrial use could be developed. The intensity of this development would generate significantly higher volumes of traffic, water and wastewater usage, solid waste, and much higher stormwater impact, in addition to the increased demands placed on public safety services. The shift to residential use will reduce the traffic by an estimated 700 AM peak

hour and 550 PM peak hour vehicle trips. The proposed project will substantially reduce service demands and improve infrastructure efficiency in the Town.

COMPREHENSIVE PLAN REQUIREMENTS

FUTURE LAND USE ELEMENT

- **Goal 1: Ensure that the future land use pattern maintains the existing low intensity, residential character, recognizes and protects the environmental quality of the Town, and allows the Town to become a full-service community serving Northern Palm Beach County**.

  Response: The proposed R-3, medium-density residential amendment maintains the existing low intensity residential character of the surrounding low and medium density residential areas and protects the environmental quality of the surrounding conservation and recreational uses. The proposed residential community following the FLUA and Rezoning will provide market rate housing, workforce housing, and access to major corridors for work, school, and shopping furthering the full-service community goal.

- **Policy 1.2.4 Existing land uses which are not compatible with adjacent land uses, the character, natural resources or the future land use plan shall be eliminated upon redevelopment, and until that time may not be expanded.**

  Response: The existing I-4, General Industrial designation is not compatible with the surrounding low intensity uses, the residential character, or the protected natural resources. The proposed R-3, medium-density residential (west) designation will eliminate the incompatible use upon redevelopment.

- **Policy 1.3.20 The intensity of urban use in environmentally sensitive areas shall be reduced in order to protect the function and value of the natural resources.**

  Response: The existing I-4, General Industrial Designation is adjacent to a CP district. The proposed R-3, medium-density residential (west) map amendments directly reduces the intensity of urban use and protect the function and value of the surrounding natural resources.

- **Policy 1.3.2 Medium-Density Residential Location Criteria**

  a) **In areas that afford attractive natural surroundings and large areas of open space.**

     Response: The area includes natural features, open space, and parks and recreation, contributing to and compatible with the residential setting.

  b) **In areas that have convenient access to work and shopping areas.**

     Response: The site is conveniently located near shopping areas and major

corridors, including the intersections of I-95, Ronald Reagan Turnpike, and Indiantown Road, providing access to employment and shopping via walkability or limited vehicle miles along Indiantown Road.

c) **In areas that serve to spatially separate or buffer low density residential areas from major streets, commercial or industrial activities, or other land uses which generate significant adverse impacts including but not limited to the following: noise, glare, dust or fumes.**

Response: The future land use amendment is proposed in an area that spatially separates and buffers low-density residential and environmentally sensitive areas from major streets, commercial, and industrial uses. The proposed zoning amendment will further these criteria by removing industrial land uses adjacent to low-density residential land uses and environmentally sensitive areas. Furthermore, an extended buffer will be provided on the west side to mitigate any potential future developments on the remaining industrial properties.

d) **In areas where water supply and sewerage facilities services are available.**

Response: Potable water and wastewater services are available and sufficient to support the proposed residential development consistent with the land use designation as it is less intense than the existing land use designation.

e) **In areas where adequate police and fire protection can be provided economically.**

Response: The site is within an area that is already served by both police and fire protection services with capacity to handle the proposed residential development consistent with the land use designation, which is less intense than the existing land use.

HOUSING ELEMENT

- **Policy 1.2.9(c): Workforce units are encouraged to be integrated within the development and shall be designed in a way that promotes a mixture of dwelling unit types and income level.**

  Response: Workforce units will be permanent for For-Sale, compatible in design, and integrated within the community; they are allowable in the residential land-use categories applicable to this project.

- **Policy 1.2.10: The Town's mandatory Workforce Housing Program requires new residential developments and redevelopment of existing developments, that will have a minimum of ten permitted residential dwelling units, to provide a minimum of 6% of the total units for low, moderate low, moderate high and**

middle income households for developments that require no land use change. Developments comprised solely of Workforce Housing units shall not be required to provide any additional Workforce Housing units. For those developments that the Town changes the land use to increase development rights, the percentage of Workforce Housing units required associated with the increased development rights will be 12%.

Response: The zoning and future land use map amendments propose to downzone the site from I-4 to R-3 (west) and R-1A (east). The project will be providing 12% of the total proposed dwelling units (east + west) for workforce housing.

❖ **Policy 1.3.4 Workforce Housing for low, moderate low, moderate high, and middle income households should be made available in redevelopment projects and/or, in proximity to employment opportunities, and necessary public services to the maximum extent consistent with other Town policies.**

Response: The proposed R-3, medium-density residential (west) district is in proximity to employment opportunities and necessary public services. It is located near I-95 and Indiantown Rd. The availability to public services is equivalent to the existing surrounding residences and the proposed R-1A (east) residences.

TOWN OF JUPITER CODE OF ORDINANCES

The Zoning Amendment is consistent with the Jupiter Code of Ordinances *Section 27-178 Criteria for future land use and zoning map amendments* and *Sec. 27-3192 Workforce housing requirements.* As stated above, the zoning map amendments reflect the compatible, context-sensitive zoning practices outlined in the Code of Ordinances. The criteria are listed below followed by the applicant's response:

❖ **Sec. 27-178 Criteria for future use and zoning map amendments**

1) **The proposed map amendment shall be consistent with the goals, objectives and policies of the town comprehensive plan.**

Response: As noted above, the proposed FLUA and zoning amendment is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

2) **The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.**

Response: The established land use patterns of the surrounding property are residential, recreation, and conservation. The proposed FLU and zoning amendment is significantly more compatible with the low-intensity land use patterns than the existing industrial designation.

3) **The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.**

Response: The subject site is an island of industrial use within the surrounding residential/recreation/conservation context. The proposed land use and zoning amendments do not introduce an isolated land use, they instead resolve the existing isolated land use by furthering the compatibility standards outlined within the Code of Ordinances and Comprehensive Plan.

4) **The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.**

Response: The FLUA and zoning amendments are necessary because of changing conditions. The existing designation resulted from spot zoning in anticipation of a market that it was not received by, nor will it ever be received by, as the Bioscience and Research Protection Overlay does not exist as of 2025. In addition, the Town has adopted policies that favor consistency and compatibility of surrounding contexts that do not align with the existing isolated land use.

WORKFORCE HOUSING COMMITTMENT

The Town of Jupiter's Workforce Housing Program requires that 12% of the residential units be designated as Workforce Housing units when a land use change increases development rights. The proposed unit count for the project is 11 workforce housing units to be confirmed during site plan review. The required number of Workforce Housing units will be provided under the site plan application consistent with the Town's program.

More importantly, the Applicant is committing that these Workforce Housing units will be delivered as "For Sale" homes rather than rentals, creating an extraordinary public benefit. We have outlined those extraordinary benefits below:

- **Homeownership Opportunity:** Provides working families with access to homeownership in Jupiter, where affordability challenges have made ownership increasingly difficult.

- **Pathway to Equity**: Rental housing does not allow families to build equity. Homeownership allows families to accumulate wealth and stability, creating intergenerational benefits and strengthening the local economy.

- **Community Integration:** Workforce units will be designed with architectural and community standards that are reflective of market-rate homes and compatible with the community at large.

- **Policy Advancement:** Aligns with the Town's Housing Element goals to expand not only affordable units but also opportunities for homeownership within new neighborhoods.

By offering For Sale Workforce Housing, the Applicant goes beyond the minimum program requirements, providing significant benefits to Jupiter families and supporting the Town's long-term housing policy framework. Pulte Home Company has experience in building workforce housing units in Palm Beach County and will leverage this experience to deliver workforce housing units in the Town of Jupiter. They currently have 63 workforce housing units approved and are under construction in the local region.

CONCLUSION

Approval of the future land use and zoning map amendments transform an underutilized industrial site into a residential community that delivers attainable housing, reduces traffic, lowers service burdens, and enhances the quality of life for the Town of Jupiter. The proposed R-3, medium-density residential district harmonizes the surrounding residential, recreation, and conservation uses and contributes to the overall character of the surrounding community. In addition, the R-3, medium-density residential district will act as a transition between the adjacent I-4 district and the proposed R-1A, low-density residential district on the east side of the site. The proposed designation furthers the Town's residential land use and development standards by promoting context-sensitive infill development, reducing levels of service impacts, increasing available workforce housing, and enhancing the visual quality of the subject site. In addition, an application to sunset the outdated Development Agreement upon approval of the future land use, rezoning, and site plan amendments has been provided under separate cover.

One behalf of the applicant, Pulte Home Company, we respectfully request approval of the proposed Future Land Use and Zoning Map Amendments. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

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PULTE BEACON PARK
JUPITER, FL

FUTURE LAND USE PLAN AMENDMENT TRAFFIC ANALYSIS

Kimley»Horn

August 11, 2025

FUTURE LAND USE PLAN AMENDMENT
TRAFFIC ANALYSIS

PULTE BEACON PARK
JUPITER, FL

Prepared by:
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August 11, 2025
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Figure 1: Site Location 2

INTRODUCTION

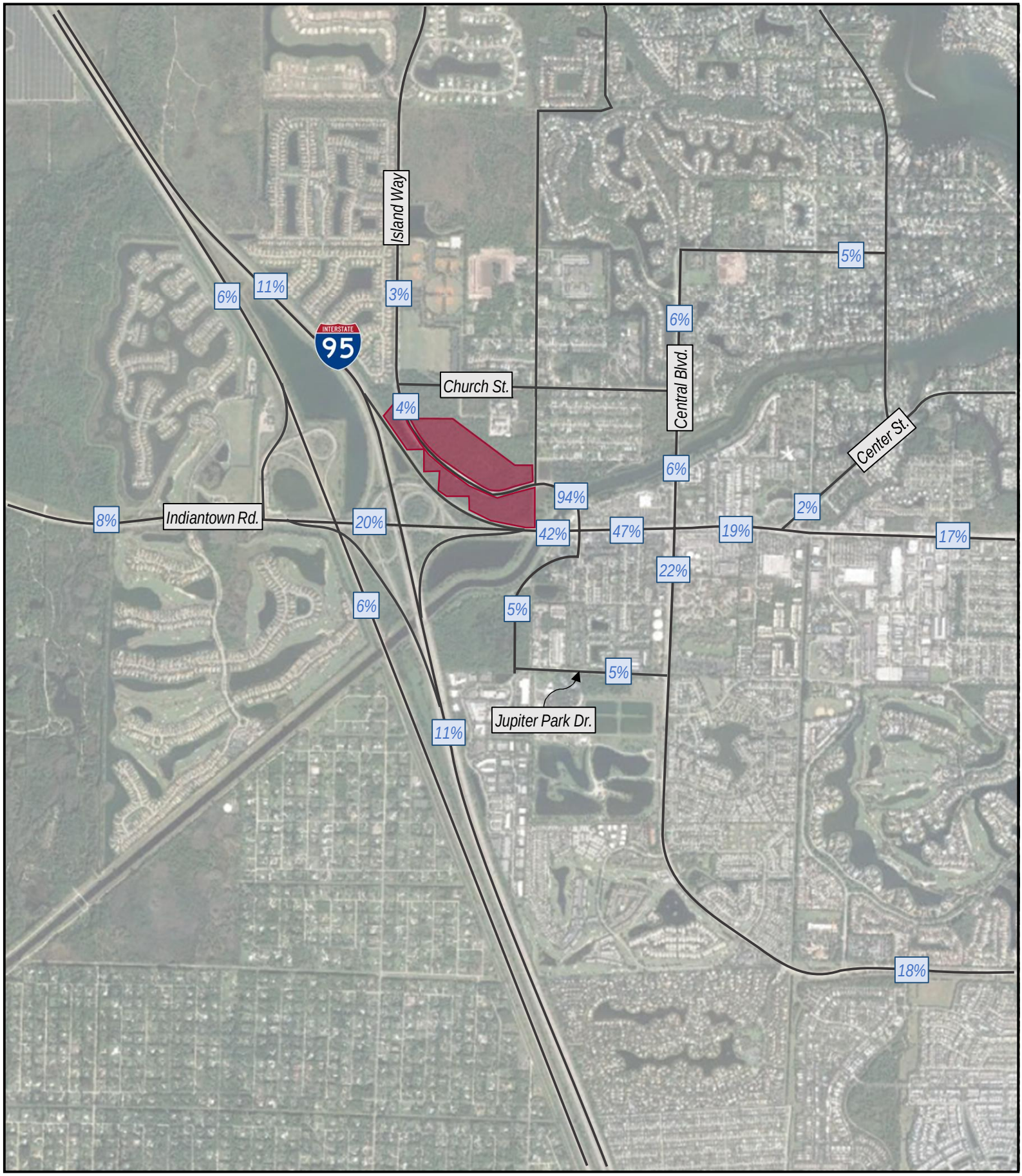
Kimley-Horn and Associates, Inc. has been retained to prepare a Future Land Use (FLU) Amendment traffic analysis for the site located north of Indiantown Road on Island Way North in the Town of Jupiter, Florida. **Figure 1** illustrates the location of the project site. The site currently has an FLU designation of General Industrial which permits up 50% lot coverage. The proposed development has a Jupiter FLU designation of Low Density Residential (LDR) for 34.12 acres and Medium Density Residential (MDR) for 23.25 acres.

The parcel control numbers for this site are:

- 30-42-41-04-00-000-1050
- 30-42-41-04-00-000-1150
- 30-42-41-04-00-000-1160

The traffic impacts from the proposed future land use amendment were analyzed based on the procedures accepted by the Town of Jupiter. Currently, the site has a General Industrial designation, which permits 50% lot coverage. Therefore, the 34.12-acre portion permits 743,133 square feet of light industrial use, and the 23.25-acre portion permits 506,385 square feet of light industrial use, for a total of 1,249,518 square feet. The proposed future designation is Low Density Residential (LDR) for 34.12 acres which results in 68 single family dwelling units, and Medium Density Residential (MDR) for 23.25 acres which results in 93 single family dwelling units.

This analysis was conducted following short-range and long-range analysis procedures used to evaluate comprehensive plan amendments in Jupiter. This report summarizes the findings of the comprehensive plan land use amendment traffic analysis.



NORTH

LEGEND

Site Location

XX% Project Traffic %

FIGURE 1

Pulte Beacon Park

Project Site Location & Traffic Distribution

Kimley»Horn

PROJECT TRAFFIC

The project traffic volumes evaluated in this analysis are defined as the vehicle trips expected to be generated by the project, and the distribution and assignment of that traffic over the study roadway network.

Trip Generation

The trip generation calculations are based on the trip generation rates published by Palm Beach County and the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. Trip generation calculations have been performed for three scenarios:

Existing Site Development

This scenario represents the current trip generation occurring on site. The existing site is currently vacant; therefore, no credit was taken.

Existing Future Land Use Potential Development

This scenario represents the maximum development potential for the site under the existing FLU designation. For the Trip Generation Comparison shown in **Table 1**, General Light Industrial was used for the land use. The maximum intensity of development under the currently adopted future land use designation has the potential to generate 5,476 net new external daily trips, 832 net new external AM peak hour trips (+733 inbound,+99 outbound), and 731 net new external PM peak hour trips (+102 inbound, +629 outbound).

Proposed Future Land Use Potential Development

This scenario represents the maximum development permitted on site under the proposed FLU designations of LDR and MDR, which equates to 161 dwelling units of Single Family use. As indicated in **Table 1,** the maximum density of development under the proposed future land use designation has the potential to generate 1,610 net new external daily trips, 113 net new external AM peak hour trips (+29 inbound, +84 outbound), and 151 net new external PM peak hour trips (+95 inbound, +56 outbound).

Because the proposed amendment for the subject site results in an overall net increase in the trip generation potential of the site on a daily, AM, and PM peak-hour basis in comparison to existing uses on site, it was necessary to determine if any of the roadway links within the project Radius of Development Influence (RDI) are expected to be significantly impacted during the short-range (2030) scenario. Roadway link analyses were conducted for the short-range (2030) scenario using methodologies accepted by the Town of Jupiter.

Table 1: Trip Generation Calculations Summary

Source	Land Use	ITE Code	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Approved Scenario										
PBC	Vacant		0	0	0	0	0	0	0	0
			Subtotal	0	0	0	0	0	0	0
	Net Existing Trips			0	0	0	0	0	0	0
Existing FLU Maximum Intensity										
			East Side							
PBC	General Light Industrial	ITE 110	743.133 ksf	3,619	550	484	66	483	68	415
Internal Capture			% Daily / % AM / % PM							
	General Light Industrial		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	General Light Industrial		10.0% / 10.0% / 10.0%	362	55	48	7	48	7	41
Subtotal				*3,257*	*495*	*436*	*59*	*435*	*61*	*374*
			West Side							
PBC	General Light Industrial	ITE 110	506.385 ksf	2,466	375	330	45	329	46	283
			Subtotal	*2,466*	*375*	*330*	*45*	*329*	*46*	*283*
Internal Capture			% Daily / % AM / % PM							
	General Light Industrial		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	General Light Industrial		10.0% / 10.0% / 10.0%	247	38	33	5	33	5	28
Subtotal				*2,219*	*337*	*297*	*40*	*296*	*41*	*255*
	Net Existing FLU Trips			5,476	832	733	99	731	102	629
Proposed FLU Maximum Intensity										
			East Side							
PBC	Single Family Detached	ITE 210	68 DU	680	48	12	36	64	40	24
Internal Capture			% Daily / % AM / % PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Subtotal				*680*	*48*	*12*	*36*	*64*	*40*	*24*
			West Side							
PBC	Single Family Detached	ITE 210	93 DU	930	65	17	48	87	55	32
			Subtotal	*930*	*65*	*17*	*48*	*87*	*55*	*32*
Internal Capture			% Daily / % AM / % PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Pass-By Capture			Daily / AM / PM							
	Single Family Detached		0.0% / 0.0% / 0.0%	0	0	0	0	0	0	0
Subtotal				*930*	*65*	*17*	*48*	*87*	*55*	*32*
	Net Proposed FLU Trips			1,610	113	29	84	151	95	56
	Proposed FLU Maximum Trips-Existing Development Trips (Short-range)			1,610	113	29	84	151	95	56
	Proposed FLU Maximum Trips-Existing FLU Maximum Trips (Long-range)			-3,866	-719	-704	-15	-580	-7	-573

Land Use	Daily	AM Peak Hour	PM Peak Hour	Pass By
General Light Industrial	4.87 trips/ksf	0.74 trips/ksf (88% in, 12% out)	0.65 trips/ksf (14% in, 86% out)	10.0%
Single Family Detached	10 trips/DU	0.7 trips/DU (26% in, 74% out)	0.94 trips/DU (63% in, 37% out)	0.0%

TRAFFIC DISTRIBUTION AND ASSIGNMENT

Traffic distribution is the pairing of trip ends from the subject site with other land uses in the area. These trips were assigned to surrounding roadways within the project RDI based upon a review of the proposed roadway network to be in place at the time of buildout and its travel time characteristics.

The daily and peak-hour trips for the project were then assigned to the surrounding roadway network proposed to be in place for each respective analysis year. **Figure 1** also illustrates the project traffic assignment to the surrounding roadway network.

LEVEL OF SERVICE ANALYSIS

Consistent with comprehensive plan amendment evaluation requirements, roadway segment analyses were conducted to address the traffic conditions for the existing, short-range planning horizon (2030), and long-range planning horizon (2045) conditions on links within the RDI.

Short-Range (Year 2030)

This analysis was conducted using the LOS E peak hour, peak direction link service volumes published by Palm Beach County.

As stated previously, this analysis utilizes the net increase in peak-hour trip generation potential of the maximum development potential under the proposed FLU designation in comparison to traffic generated by the existing site development.

Long-Range (Year 2045)

This analysis was conducted using the LOS D daily link service volumes published by Palm Beach County. As stated previously, this analysis utilizes the net increase in daily, AM peak hour, and PM peak hour trip generation potential of the maximum development potential under the proposed FLU designation in comparison to the maximum development potential under the existing FLU.

SHORT-RANGE (2030) PLANNING HORIZON

The maximum development under the proposed future land use consists of 161 dwelling units of Single Family use. Therefore, the maximum intensity of development under the currently adopted future land use designation has the potential to generate 5,476 net new external daily trips, 832 net new external AM peak hour trips (+733 inbound,+99 outbound), and 731 net new external PM peak hour trips (+102 inbound, +629 outbound). For the purposes of this analysis, the radius of development influence is two miles. Significance was determined in accordance with the LOS E peak-hour peak directional service volumes provided in the Palm Beach County Traffic Performance Standards Ordinance (TPSO). **Table 2** summarizes the threshold for determining significance as outlined in Article 12 of the Palm Beach County TPSO. As per the TPSO, during the short-range horizon, a link is considered significantly impacted if project traffic accounts for more than 3% of the LOS E general service volume.

Table 2: Short-Range Significance Determination

NET EXTERNAL PEAK HOUR TWO-WAY TRIP GENERATION			RADIUS
1	through	20	Directly Accessed Link(s)
21	through	50	0.5 miles
51	through	100	1 mile
101	through	500	2 miles
501	through	1,000	3 miles
1,001	through	2,000	4 miles
2,001	and	Up	5 miles

Note: Source table 12.B.2.D-7 3A - Radius of Development Influence of Article 12

Significance Analysis

As indicated in **Table 3** and **Table 4**, Island Way North is projected to be significantly impacted by the proposed project under Test 2 standards, therefore further capacity analysis is required.

Table 3: Short-Range (Year 2030) AM Peak Hour Significance Analysis

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS E GENERAL SVC. VOLUME	PROJECT TRIPS							
					PROJECT % ASSIGNMENT	NB/EB IN/OUT?	AM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Toney Penna Drive	Central Boulevard	Military Trail	2L	880	5%	o	4	1	0.45%	No	0.11%	No
Toney Penna Drive	Military Trail	Alternate A1A	2L	880	1%	o	1	0	0.11%	No	0.00%	No
Indiantown Road	Jupiter Farm Road	Florida Turnpike	4LD	1,960	8%	i	2	7	0.10%	No	0.36%	No
Indiantown Road	Florida Turnpike	I-95 West	6LD	2,940	20%	i	6	17	0.20%	No	0.58%	No
Indiantown Road	I-95 West	I-95 East	6LD	2,940	31%	i	9	26	0.31%	No	0.88%	No
Indiantown Road	I-95 East	Island Way	6LD	2,940	42%	i	12	35	0.41%	No	1.19%	No
Indiantown Road	Island Way	Central Boulevard	6LD	2,830	52%	o	44	15	1.55%	No	0.53%	No
Indiantown Road	Central Boulevard	Center Start	6LD	2,830	19%	o	16	6	0.57%	No	0.21%	No
Indiantown Road	Center Start	Military Trail	6LD	2,830	17%	o	14	5	0.49%	No	0.18%	No
Church Street	Island Way	Central Boulevard	2L	880	0%	i	0	0	0.00%	No	0.00%	No
Center Street	Indiantown Road	Alternate A1A	2L	880	2%	o	2	1	0.23%	No	0.11%	No
Florida Turnpike	PGA Boulevard	Indiantown Road	4LX	4,020	6%	i	2	5	0.05%	No	0.12%	No
Florida Turnpike	Indiantown Road	North of Indiantown Road	4LX	4,020	6%	o	5	2	0.12%	No	0.05%	No
I-95	Donald Ross Road	Indiantown Road	10LX	10,580	11%	i	3	9	0.03%	No	0.09%	No
I-95	Indiantown Road	SE Bridge Road	10LX	10,580	11%	o	9	3	0.09%	No	0.03%	No
Island Way	Church Street	Site	4LD	1,960	4%	o	3	1	0.15%	No	0.05%	No
Island Way	Site	Church Street	4LD	1,960	96%	i	28	81	1.43%	No	4.13%	Yes
Central Boulevard	Indian Creek Parkway	Indiantown Road	4LD	1,960	6%	i	2	5	0.10%	No	0.26%	No
Roebuck Road	Indiantown Road	Church Street	2L	860	0%	o	0	0	0.00%	No	0.00%	No
Roebuck Road	Church Street	Loxahatchee River Road	2L	860	0%	o	0	0	0.00%	No	0.00%	No

Table 4: Short-Range (Year 2030) PM Peak Hour Significance Analysis

ROADWAY	FROM	TO	EXISTING NUMBER OF LANES	LOS E GENERAL SVC. VOLUME	PROJECT TRIPS							
					PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PM PEAK HOUR					
							TRIPS		% IMPACT			
							NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?
Toney Penna Drive	Central Boulevard	Military Trail	2L	880	5%	o	3	5	0.34%	No	0.57%	No
Toney Penna Drive	Military Trail	Alternate A1A	2L	880	1%	o	1	1	0.11%	No	0.11%	No
Indiantown Road	Jupiter Farm Road	Florida Turnpike	4LD	1,960	10%	i	10	6	0.51%	No	0.31%	No
Indiantown Road	Florida Turnpike	I-95 West	6LD	2,940	20%	i	19	11	0.65%	No	0.37%	No
Indiantown Road	I-95 West	I-95 East	6LD	2,940	31%	i	29	17	0.99%	No	0.58%	No
Indiantown Road	I-95 East	Island Way	6LD	2,940	42%	i	40	24	1.36%	No	0.82%	No
Indiantown Road	Island Way	Central Boulevard	6LD	2,830	52%	o	29	49	1.02%	No	1.73%	No
Indiantown Road	Central Boulevard	Center Start	6LD	2,830	19%	o	11	18	0.39%	No	0.64%	No
Indiantown Road	Center Start	Military Trail	6LD	2,830	17%	o	10	16	0.35%	No	0.57%	No
Church Street	Island Way	Central Boulevard	2L	880	0%	i	0	0	0.00%	No	0.00%	No
Center Street	Indiantown Road	Alternate A1A	2L	880	2%	o	1	2	0.11%	No	0.23%	No
Florida Turnpike	PGA Boulevard	Indiantown Road	4LX	4,020	6%	i	6	3	0.15%	No	0.07%	No
Florida Turnpike	Indiantown Road	North of Indiantown Road	4LX	4,020	6%	o	3	6	0.07%	No	0.15%	No
I-95	Donald Ross Road	Indiantown Road	10LX	10,580	11%	i	10	6	0.09%	No	0.06%	No
I-95	Indiantown Road	SE Bridge Road	10LX	10,580	11%	o	6	10	0.06%	No	0.09%	No
Island Way	Church Street	Site	4LD	1,960	4%	o	2	4	0.10%	No	0.20%	No
Island Way	Site	Church Street	4LD	1,960	96%	i	91	54	4.64%	Yes	2.76%	No
Central Boulevard	Indian Creek Parkway	Indiantown Road	4LD	1,960	6%	i	6	3	0.31%	No	0.15%	No
Roebuck Road	Indiantown Road	Church Street	2L	860	0%	o	0	0	0.00%	No	0.00%	No
Roebuck Road	Church Street	Loxahatchee River Road	2L	860	0%	o	0	0	0.00%	No	0.00%	No

Capacity Analysis

The significantly impacted links were then analyzed based on their available capacity and the current and proposed demand of the roadway. The Palm Beach County TPS database was used to determine any background traffic that may also contribute to the demand of the roadway during the short-range (Year 2030) capacity analysis.

The future background volumes were then compared to the existing roadway infrastructure capacity to determine if any of the roadways were over capacity in the short-range (Year 2030) without the addition of project traffic. To develop short-range (Year 2030) volumes, project traffic was added to the future background volumes to determine short-range (Year 2030) volumes. **Table 5** and **Table 6** provide a summary for AM peak hour and PM peak hour roadway link capacity analysis. As seen in **Table 5** and **Table 6** the roadway link that is over capacity in the future year is meets the adopted level of service standard.

Table 5: Short-Range (Year 2030) AM Peak Hour Capacity Analysis

Roadway			Committed			Direction	Significantly Impacted?	Count Year	Count Year Traffic Volume	Committed Traffic - Option #1			Committed Traffic - Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2030 Total Traffic	Meets Standard ??	Back-ground Def. ??
	From	To	Lanes	Facility Type	LOS E Service Volume					Committed Traffic (from TPS)	1.0% Traffic Growth	Committed plus 1.0%	Historic Growth Rate (from TPS)	Max Historic Growth or 1%	Max Historic Growth					
Island Way	Church Street	Site	4LD	Class I	1,960	NB/EB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
			4LD	Class I	1,960	SB/WB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
Island Way	Site	Church Street	4LD	Class I	1,960	NB/EB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
			4LD	Class I	1,960	SB/WB	Yes	2024	1,252	60	77	137	1.00%	1.00%	77	137	81	1,470	Yes	-

Table 6: Short-Range (Year 2030) PM Peak Hour Capacity Analysis

Roadway			Committed			Direction	Significantly Impacted?	Count Year	Count Year Traffic Volume	Committed Traffic - Option #1			Committed Traffic - Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2030 Total Traffic	Meets Standard ??	Back-ground Def. ??
	From	To	Lanes	Facility Type	LOS E Service Volume					Committed Traffic (from TPS)	1.0% Traffic Growth	Committed plus 1.0%	Historic Growth Rate (from TPS)	Max Historic Growth or 1%	Max Historic Growth					
Island Way	Church Street	Site	4LD	Class I	1,960	NB/EB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
			4LD	Class I	1,960	SB/WB	No	-	-	-	-	-	-	-	-	-	-	-	-	-
Island Way	Site	Church Street	4LD	Class I	1,960	NB/EB	Yes	2024	838	64	52	116	1.00%	1.00%	52	116	91	1,045	Yes	-
			4LD	Class I	1,960	SB/WB	No	-	-	-	-	-	-	-	-	-	-	-	-	-

LONG-RANGE (2045) PLANNING HORIZON

As noted, the existing land use is General Industrial. The existing land use permits up to 50% floor area coverage (FAR). Therefore, the 57.37-acre site equates to 1,249,518 square feet of Light Industrial use. Because the proposed amendment for the subject site in comparison to the existing future land use designation results in a net decrease of daily and peak hours trips, no significance analysis was required.

CONCLUSION

The foregoing comprehensive plan traffic analysis has been conducted to evaluate the proposed future land use designation change from the existing General Industrial designation to the proposed future land use of Low-Density Residential (LDR) for 34.12 acres and Medium-Density Residential (MDR) for 23.25 acres, which allows a total of 161 residential dwelling units. The project is located north of Indiantown Road on Island Way North in the Town of Jupiter, Florida. Based on the analyses conducted for each of the planning horizons (short-range and long-range), the results indicate that proposed future land use designation will not create any new deficiencies in the study area.

APPENDIX

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Island Way
CURRENT YEAR: 2024
ANALYSIS YEAR: 2030
GROWTH RATE: 0%
STATION: 1620
FROM: MIDPOINT
TO: Church St
COUNT DATE: 1/22/2024
PSF: 1

Report Created 8/11/2025

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1879	648	1252	1588	838	794		
Peak Volume	1879	648	1252	1588	838	794		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1879	648	1252	1588	838	794		
Committed Developments							Type	% Complete
Rialto North	0	0	0	0	0	0	Res	100%
Lakewood	2	1	1	2	1	1	Res	80%
Rialto South	0	0	0	0	0	0	Res	100%
Limestone Creek	5	4	1	6	2	4	Res	75%
Pennock Preserve	0	0	0	0	0	0	Res	100%
Old Plantation	0	0	0	0	0	0	Res	100%
Briger West	1	1	0	1	1	1	Res	80%
Hawkeye	15	2	13	15	14	2	NR	0%
Els Center of Excellence	4	1	2	2	1	1	NR	75%
Power Systems	0	0	0	0	0	0	NR	100%
Island Way South	2	1	0	2	1	2	Res	0%
Beacon Park							Res	0%
Tree Top Academy	10	5	5	10	5	5	NR	0%
Reserve at Jupiter	6	2	5	8	5	3	Res	20%
Total Committed Developments	45	17	27	46	30	19		
Total Committed Residential	16	9	7	19	10	11		
Total Committed Non-Residential	29	8	20	27	20	8		
Double Count Reduction	4	2	2	5	3	2		
Total Discounted Committed Developments	41	15	25	41	27	17		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	157	55	102	139	79	66		
Growth Volume Used	157	55	102	139	79	66		
Total Volume	2036	703	1354	1727	917	860		
Lanes	4LD							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

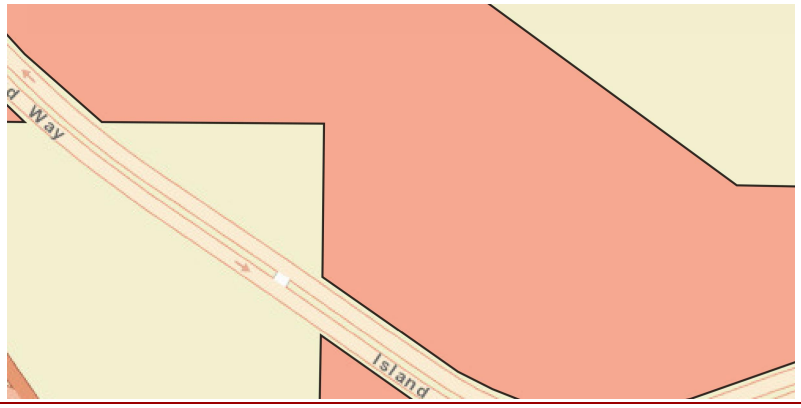
ROAD NAME:	Island Way	STATION:	1620	Report Created
CURRENT YEAR:	2024	FROM:	Indiantown Rd	8/11/2025
ANALYSIS YEAR:	2030	TO:	MIDPOINT	
GROWTH RATE:	0%	COUNT DATE:	1/22/2024	
		PSF:	1	

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1879	648	1252	1588	838	794		
Peak Volume	1879	648	1252	1588	838	794		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1879	648	1252	1588	838	794		
Committed Developments							Type	% Complete
Rialto North	0	0	0	0	0	0	Res	100%
Lakewood	2	1	1	2	1	1	Res	80%
Rialto South	0	0	0	0	0	0	Res	100%
Limestone Creek	20	5	15	26	16	10	Res	75%
Pennock Preserve	0	0	0	0	0	0	Res	100%
Old Plantation	0	0	0	0	0	0	Res	100%
Briger West	1	1	0	1	1	1	Res	80%
Hawkeye	15	2	13	15	14	2	NR	0%
Walmart Store Expansion	0	0	0	2	1	1	NR	78%
Els Center of Excellence	64	41	23	27	11	16	NR	75%
Power Systems	0	0	0	0	0	0	NR	100%
Island Way South	2	1	0	2	1	2	Res	0%
Beacon Park							Res	0%
Tree Top Academy	10	5	5	10	5	5	NR	0%
Reserve at Jupiter	40	30	10	55	20	34	Res	20%
Total Committed Developments	154	86	67	140	70	72		
Total Committed Residential	65	38	26	86	39	48		
Total Committed Non-Residential	89	48	41	54	31	24		
Double Count Reduction	16	10	7	11	6	5		
Total Discounted Committed Developments	138	76	60	129	64	67		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	254	116	137	227	116	116		
Growth Volume Used	254	116	137	227	116	116		
Total Volume	2133	764	1389	1815	954	910		
Lanes	4LD							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Property Detail

Parcel Control Number:	30-42-41-04-00-000-1160	Location Address:			
Owners:	CROSSROADS 6101 LLC	Municipality:	JUPITER		
Mailing Address:	601 HERITAGE DR # 227, , JUPITER FL 33458 2777				
Last Sale:	06/23/2016	Book/Page#:	28402 / 01210	Price:	$11,000,000
Property Use Code:	4000 - VACANT INDUSTRIAL	Zoning:	I4 - INDUSTRIAL, HIGH TECH' LIMITED		
Legal Description:	4-41-42, N 1/2 LYG NELY OF I-95 R/W (LESS SW 1/4 OF NE 1/4, S 933.38 FT OF N 1023.38 FT OF E 966.38 FT NLY 90 FT OF E 1921.56 FT IN OR20081P1062, ENVIRONMENTAL PARS 1 & 2, & HIGH TECH/BIOSCIENCE PARS 1 & 2 IN OR24443P41 & WASHINGTON ST & ISLAND WAY R/WS)	Total SF:	0	Acres	51.49



2024 Values

Improvement Value	$0
Land Value	$13,488,268
Total Market Value	$13,488,268
Assessed Value	$12,062,755
Exemption Amount	$0
Taxable Value	$12,062,755

All values are as of January 1st each year.

2024 Taxes

Ad Valorem	$214,238
Non Ad Valorem	$0
Total Tax	$214,238

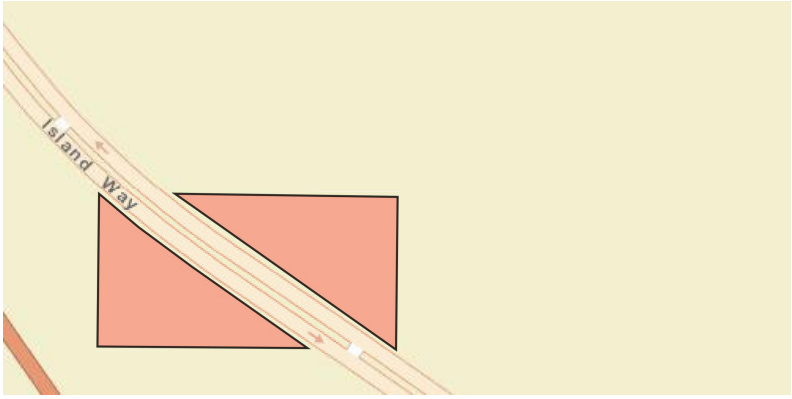
2025 Qualified Exemptions

Applicants

Owner : CROSSROADS 6101 LLC PCN: 30424104000001160 1 of 0

Property Detail

Parcel Control Number:	30-42-41-04-00-000-1050	Location Address:	INDIANTOWN RD		
Owners:	CROSSROADS 6101 LLC	Municipality:	JUPITER		
Mailing Address:	601 HERITAGE DR STE 227, , JUPITER FL 33458 2777				
Last Sale:	06/23/2016	Book/Page#:	28402 / 01210	Price:	$11,000,000
Property Use Code:	4000 - VACANT INDUSTRIAL	Zoning:	NZ - NOT ZONED		
Legal Description:	4-41-42, N 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 (LESS ISLAND WAY R/W)	Total SF:	0	Acres	3.64



2024 Values	
Improvement Value	$0
Land Value	$952,056
Total Market Value	$952,056
Assessed Value	$853,392
Exemption Amount	$0
Taxable Value	$853,392

All values are as of January 1st each year.

2024 Taxes	
Ad Valorem	$15,143
Non Ad Valorem	$0
Total Tax	$15,143

2025 Qualified Exemptions

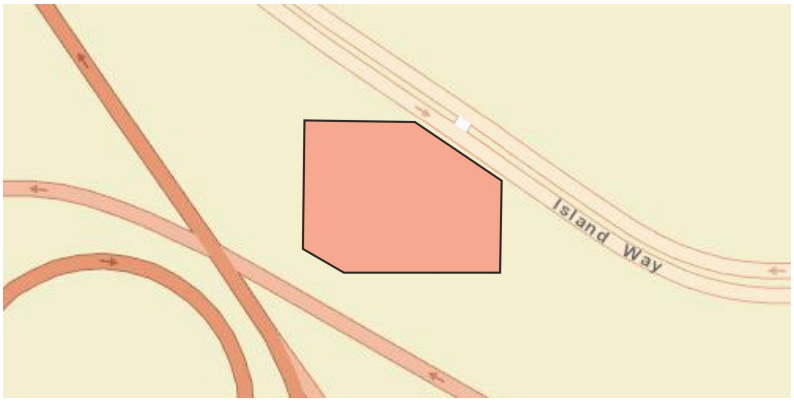
Applicants

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 8/11/2025

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

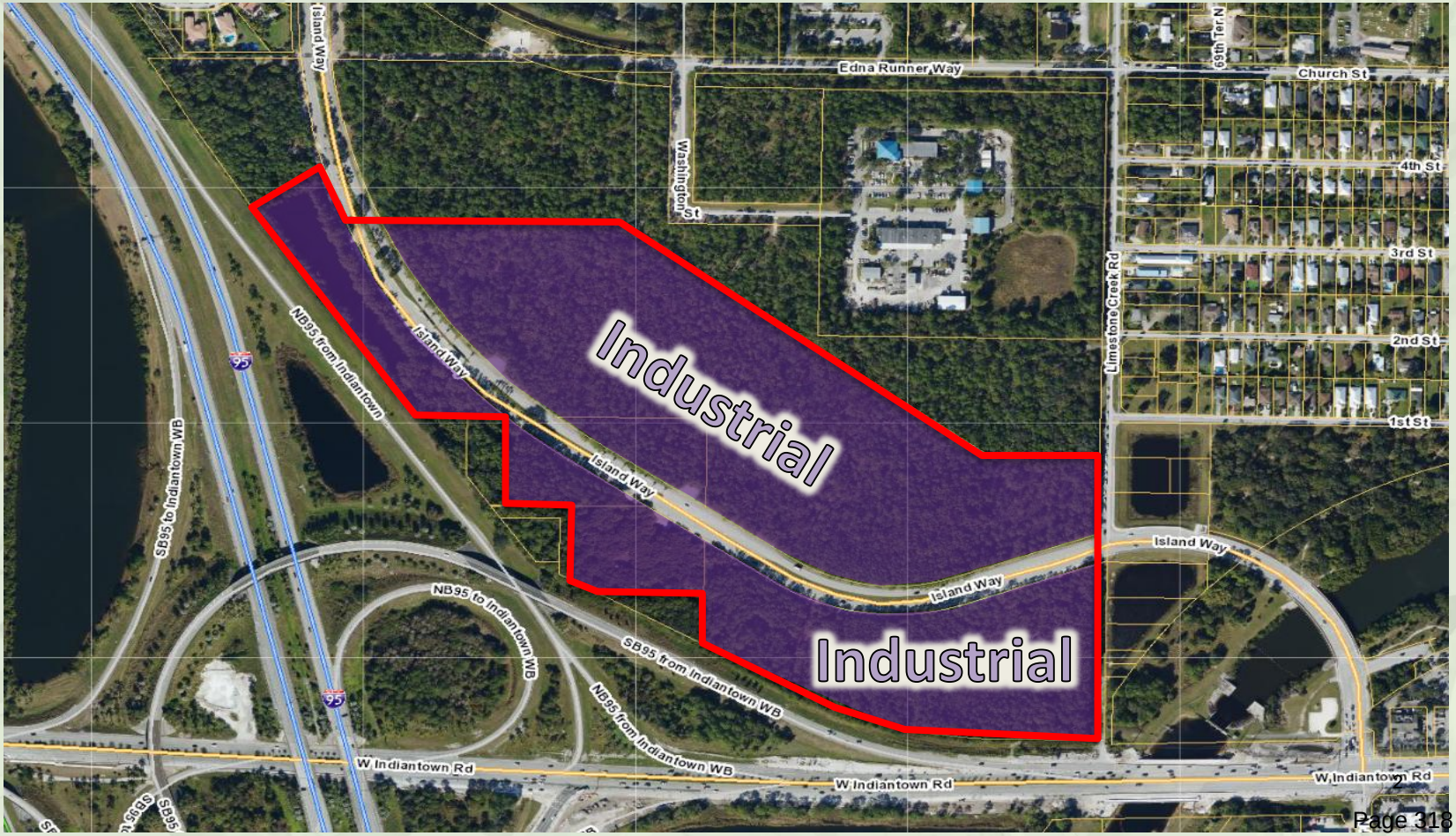
BEACON PARK

FLUA & REZONING

March 3rd, 2026

Result from Previous Meeting

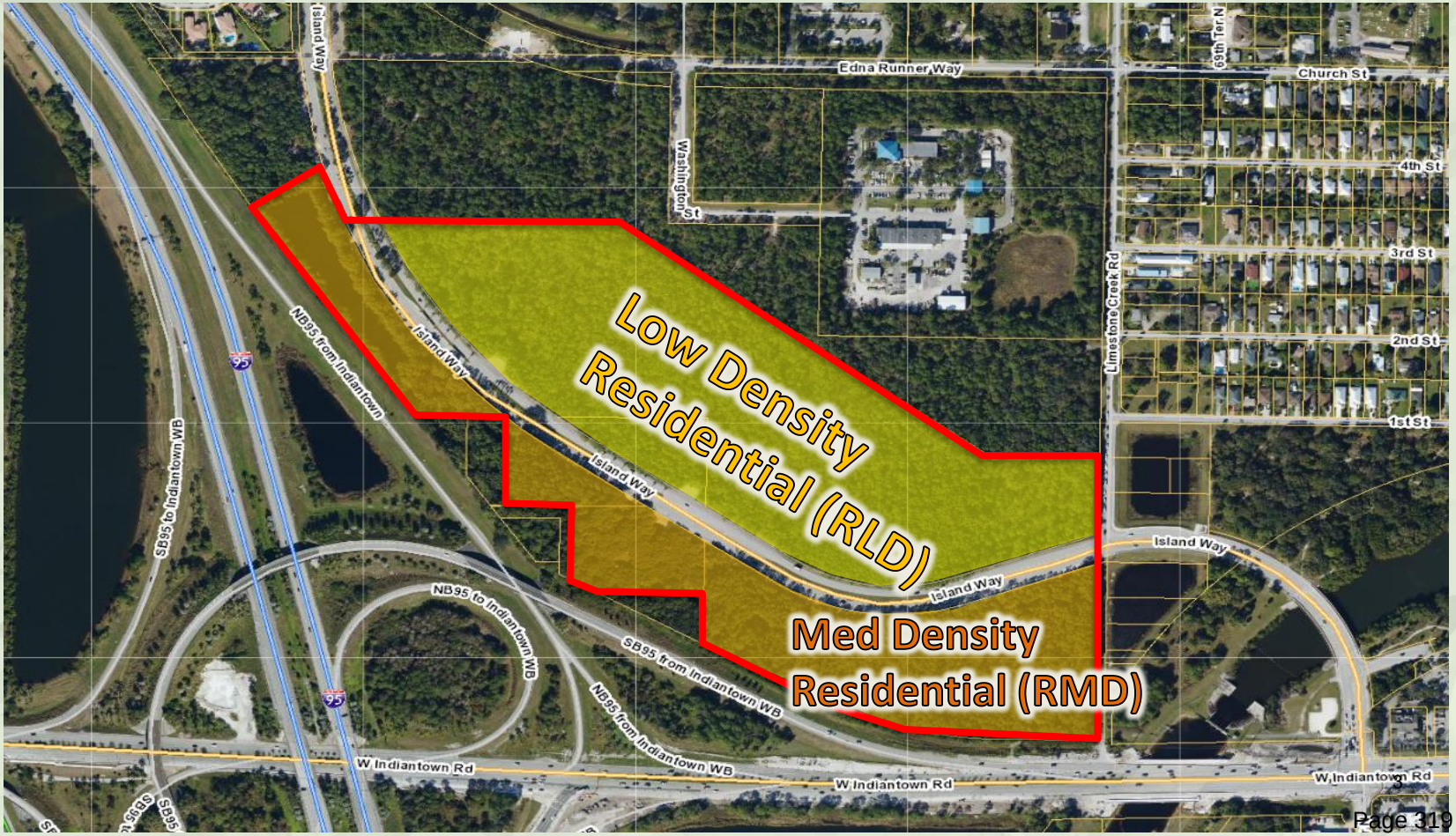
1. ***Future Land Use Map Amendment***
   a) *Removal from Bioscience Research Protection Overlay*
2. ***Zoning Map Amendment (Rezoning)***



Land Use Result

East Parcel: *Approved on 1st Reading* **RLD** *land use and removal from Bioscience Overlay.* ✓

West Parcel: *Consideration of* **RMD** *land use and removal from Bioscience Overlay*



Zoning Result

East Parcel: *Originally approved as* ***R1*** *at 1st Reading. Motion passed on February 3rd to reconsider* **R1-A**.

West Parcel: *Consideration of* **R-3** *zoning district.*

Current Standing | Request

Cotleur & Hearing

East Parcel

~~Land Use: LDR~~ ✓

Zoning: R1-A

West Parcel

Land Use: RMD

Zoning: R-3

R1-A | EAST PARCEL ONLY

Cotleur & Hearing

R1-A | Review Criteria

Consistency with Comprehensive Plan

1. **R1-A is consistent with Low Density Residential land use (RLD).**

2. **R1-A aligns with density range of RLD (2 units per acre max)**

3. **R1-A aligns with permitted use type in RLD (single family)**

R1-A | Review Criteria

Compatibility with surrounding zoning & development pattern

1. **R1-A is compatible with <u>all</u> surrounding zoning districts.**

2. **R1-A is compatible with the existing development pattern.**

R1-A | Zoning Map

R1-A | Development Pattern

Cotleur & Hearing

R1-A District Requirements

Cotleur & Hearing

Lot Area (min): 6,000 sf
Lot Width (min): 65 ft
Lot Depth (min): 75 ft

Front Setback (min): 25 ft
Side Setback (min): 7.5 ft
Rear Setback (min): 15 ft

Building Height (max): 35 ft
Lot Coverage (max): 40%

R1-A | Definition & Intent

Division 19. - Residential, Compact Single-Family District (R1-A)

Sec. 27-1359. – Intent.

"…to provide regulations for moderate density single-family dwelling units. The uses in this district are limited to primarily single-family dwellings…"

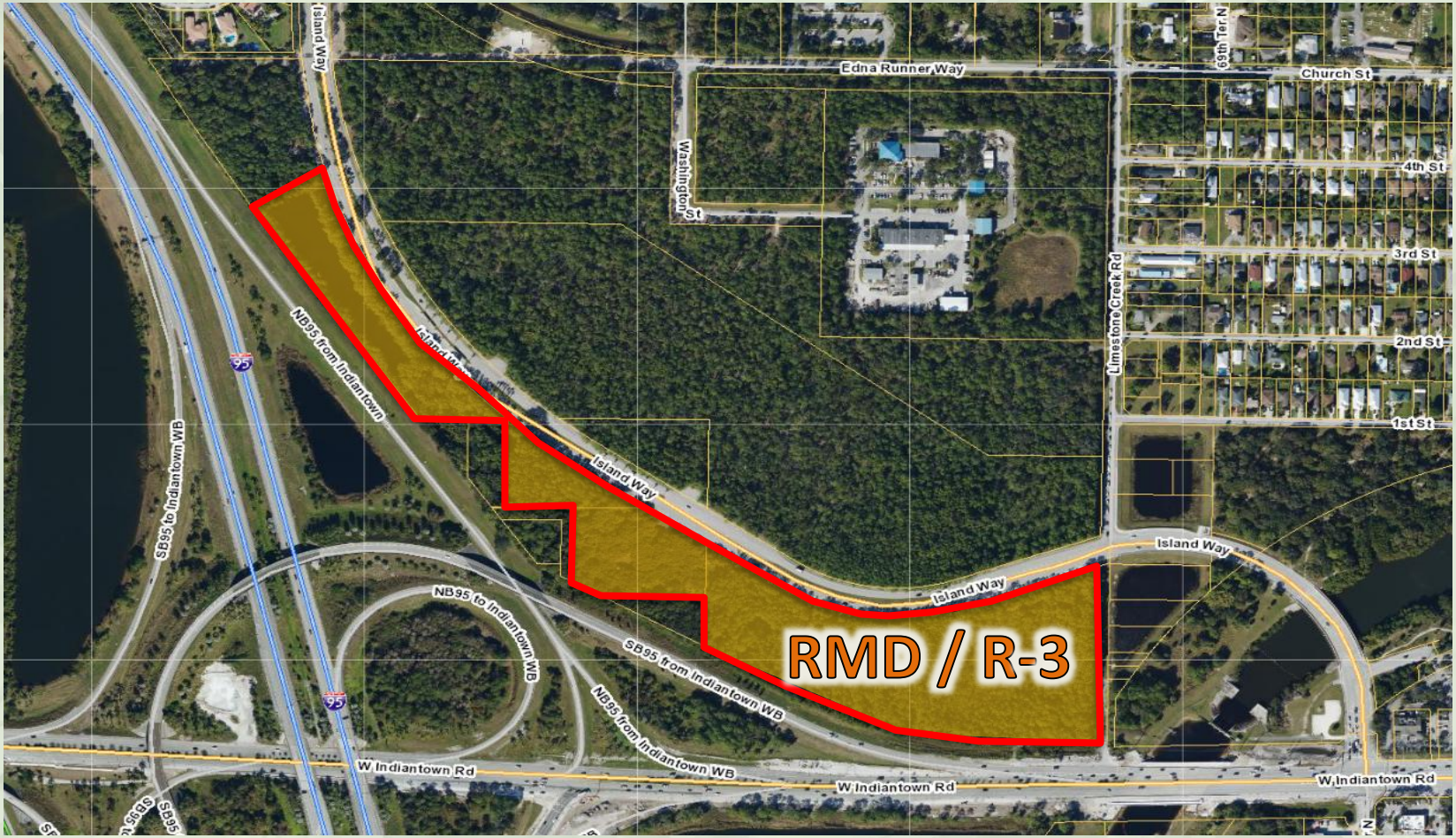
R1-A | Summary & Conclusion

- **Side Setback & Lot Coverage requirements of R1-A are necessary for the proposed site plan.**
- **Applicant will self impose a height restriction of 2-stories max.**
- **Proposed development embodies a moderately dense single-family community.**

Amend Ordinance 7-26 on First Reading:
Zoning Map amendment from I4 to ~~R-1~~ R1-A on 34.3 acres located on east side of Island Way.

RMD & R-3 | WEST PARCEL ONLY

Land Use = **Medium Density Residential (RMD)**
Zoning = **Residential, Limited Multifamily (R-3)**



Industrial Roadblocks

- Difficult to attract Class-A industrial users to the site due to large supply of suitable industrial land in PBC.

- 1.5 million SF of available industrial space on Park of Commerce Blvd alone (west of Town limits).

RMD & R-3 | WEST PARCEL ONLY

RMD & R3 = **Mechanism to fulfill 12% workforce housing (WFH) requirement.**

Cotleur & Hearing

Medium Density Residential (RMD)

- **Density Range = 2-4 units per acre**
- **Permits single family, multi family, apartments, condos, duplexes, triplexes, quadplexes, and zero lot line homes.**
- **Consistent with Location Criteria**

"Areas that afford attractive natural surroundings and large areas of open space"

"Areas that have convenient access to work and shopping areas."

RMD & R-3 | R-3 Standards

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

Cotleur & Hearing

West Side (INDUSTRIAL)

2,219 Daily Trips (+139%)

296 Peak Hour Trip (+240%)

East Side (RLD)

680 Daily Trips

64 Peak Hour Trips

RMD & R-3 | Summary & Conclusion

- **Reduces expected traffic on Indiantown Road by 80%.**
- **Preserves residential corridor west of C-18 Canal and eliminates incompatibility concerns with the east parcel.**
- **Applicant willing to provide trip cap of " ", eliminating any uncertainty of greater intensity in the future.**

Summary

Cotleur & Hearing

East Parcel

~~Land Use: LDR~~ ✓

Zoning: R1-A

West Parcel

Land Use: RMD

Zoning: R-3

Cotleur & Hearing

Thank you

TOWN OF JUPITER
Establishing Procedures for Authorization of a Fire Assessment

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	**Ordinance 27-26,** Request to establish the legal and administrative framework for a non-ad valorem fire assessment.

EXECUTIVE SUMMARY

Proposed Ordinance 27-26 establishes the legal and administrative framework for the implementation of a non-ad valorem fire assessment to fund fire rescue services and related capital needs.

Adoption of Ordinance 27-26 **does not impose** an assessment or establish assessment rates. Rather, it establishes the governing procedures for the future consideration and adoption of annual fire assessment rates if authorized by Council through a separate assessment resolution and public hearing process. This framework ensures compliance with statutory notice requirements, provides transparency to property owners, and allows the Town to adjust annual assessment rates as needed based on service costs and budgetary needs.

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

ANALYSIS

The ordinance provides the Town with a structured methodology to recover the costs associated with providing fire protection services, including personnel, operations, equipment, and capital facilities, from properties that receive a special benefit from those services. Under this approach, the assessment may be levied annually and collected through the uniform method on the property tax bill issued by the Palm Beach County Tax Collector.

Ordinance 27-26 also authorizes the inclusion of capital improvements related to fire protection services within the assessment structure, ensuring that long-term investments in fire facilities, apparatus, and equipment may be equitably allocated to benefited properties over time. The Ordinance defines key terms including “assessment,” “service assessment,” and “capital assessment,” and authorizes the creation of designated assessment areas within the Town. It establishes procedures for determining benefited properties, developing and adopting assessment rolls, providing required notices to property owners, and conducting public hearings prior to the imposition of any assessment. The ordinance also authorizes the Town Council to establish exemptions where appropriate, provides procedures for imposing assessments on government-owned property when legally permissible, and allows the issuance of obligations or financing mechanisms to fund capital improvements supported by assessments.

Adoption of Ordinance 27-26 is the first step in establishing a funding mechanism for the fire

non-ad valorem assessment. Future actions will include the development of a fire assessment methodology, preparation of an assessment roll, required mailed and published notices, and public hearings prior to levying any assessment which will all occur before June 30, 2026 and prior to setting of the Town's proposed millage rate (TRIM rate) in July 2026.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Ordinance 27-26

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.

ORDINANCE NO. 27-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, CREATING ARTICLE VIII OF CHAPTER 18 OF THE TOWN OF JUPITER CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE TOWN OF JUPITER; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE REAL PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, TOWN, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT TO THE TITLE OF CHAPTER 18. Chapter 18 of the Town of Jupiter Code of Ordinances, entitled "Taxation" is hereby redesignated as "Chapter 18 – "Taxation and Special Assessments."

SECTION 2. ADOPTION OF MASTER CAPITAL PROJECT AND SERVICE ASSESSMENT ORDINANCE. Article VIII, Chapter 18 of the Town of Jupiter Code of Ordinances, is hereby created and shall read as follows:

ARTICLE VIII. – MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS

DIVISION 1. – INTRODUCTION

Sec. 18-170. - Definitions. As used in this Article, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Sections 18-192 and 18-207 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the Town pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by resolution of the Council pursuant to Section 18-173 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to Section 18-190 or 18-205 hereof or an Annual Rate Resolution pursuant to Section 18-192 or 18-207 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the Town, under the authority of ordinance or law, authorizing the construction or siting of any Building within the Town. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the Town pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Capital Assessments are often amortized and collected for a term of years established by the Council.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the Town for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Certificate of Occupancy" means an official document or certificate issued by the Town, under the authority of ordinance or law, authorizing the occupancy of any Building within the Town. The term "Certificate of Occupancy" shall also include set up or tie down permits for those

structures or Buildings, such as a mobile home, that do not require a Certificate of Occupancy in order to be occupied.

"Council" shall mean the Town Council of the Town of Jupiter, Florida.

"Final Assessment Resolution" means the resolution described in Sections 18-190 and 18-205 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the Town.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign nation, the State of Florida or any agency thereof, a County, a special district, or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Sections 18-186 and 18-201 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the Town for the special benefit of an Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the Town, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the Council's sole option, to secure the payment of such Obligations, as specified by the ordinance or resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the resolution described in Section 18-192 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement, (B) the Transaction Cost associated with the Obligations which financed the Local Improvement, (C) interest accruing on such Obligations for such period of time as the Council deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Palm Beach County, Florida.

"Service Assessment" means a special assessment imposed by the Town pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Service Assessments fund an annual budget and are imposed annually by the Council.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the Town relating to the provision of said

services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to Section 18-216 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Council by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Palm Beach County, Florida.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Town" means the Town of Jupiter, a municipality of the State of Florida.

"Town Manager" means the chief administrative officer of the Town, or such person's designee.

"Transaction Cost" means the costs, fees and expenses incurred by the Town in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the Town's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Sec. 18-171. - Interpretation. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders unless the sense indicates otherwise.

Sec. 18-172. - Findings. It is hereby ascertained, determined, and declared that:

(a) Pursuant to Article VIII, section 2, Florida Constitution, Article IV of the Charter of the Town of Jupiter, Florida, and sections 166.021 and 166.041, Florida Statutes, the Council has all powers of local self-government to perform Town functions and to render Town services in a manner not inconsistent with law, and such power may be exercised by the enactment of Town ordinances.

(b) The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(c) The Assessments to be imposed pursuant to this Ordinance are imposed by the Council, not the Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

(d) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the Town by resolution under the general home rule powers of a Town to impose special assessments and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the Town.

Sec. 18-173. - Creation Of Assessment Areas.

(a) The Council is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the Town that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

(b) Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to

be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service, facility, program, or Local Improvements to property within the Assessment Area.

Sec. 18-174. - Revisions To Assessments. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Council has omitted to include any property on the Assessment Roll which property should have been so included, the Council may take all necessary steps to impose a new Assessment against any property benefited by the expenditure of the Service Cost, Capital Cost, or Project Cost following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the Council may obtain and impose other Assessments until a valid Assessment is imposed.

Sec. 18-175. - Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Sec. 18-176. - Correction Of Errors And Omissions.

(a) No act of error or omission on the part of the Property Appraiser, Tax Collector, Town Manager, Council, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the Council under the provision of this Ordinance.

(b) When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the Council may, upon provision of appropriate notice as set forth in this

Ordinance, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, Town, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved, shall be collected as provided in Division 4 hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(c) The Town Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in Sections 18-188 and 18-189 or 18-203 and 18-204 hereof, as applicable, providing the date, time and place that the Council will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the Town Manager and not, the Property Appraiser or Tax Collector.

(d) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the Town Manager.

Sec. 18-177. - Lien Of Assessments. Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for an Assessment shall be deemed perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in Section 18-216 shall be deemed perfected upon

adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

Sec. 18-178. - Authorization For Exemptions and Hardship Assistance.

(a) The Council, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other such property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(b) The Council, in its sole discretion, shall determine whether to provide a program of hardship assistance to Town residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

(c) The Council shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Council. Any funds designated for exemptions or hardship assistance shall be paid by the Town from funds other than those generated by the Assessment.

(d) Any shortfall in the expected Assessment proceeds due to any hardship assistance or exemption from payment of the Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected tax parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such tax parcel by the Council.

Secs. 18-179 – 18-184 – Reserved.

DIVISION 2. - SERVICE ASSESSMENTS

Sec. 18-185. - General Authority.

(a) The Council is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on

benefitted property at a rate of assessment based on the special benefit accruing to such property from the Town's provision of the subsequently identified service, facility, or program.

(b) The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

(c) All Service Assessments shall be imposed in conformity with the procedures set forth in this Division 2.

Sec. 18-186. - Initial Proceedings. The initial proceeding for the imposition of a Service Assessment shall be the Council's adoption of an Initial Assessment Resolution:

(a) describing the property to be located within any proposed Assessment Area;

(b) containing a brief and general description of the services, facilities, and programs to be provided;

(c) determining the Service Cost to be assessed;

(d) describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties;

(e) establishing an estimated assessment rate for the upcoming Fiscal Year;

(f) establishing a Maximum Assessment Rate, if desired by the Council;

(g) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and

(h) directing the Town Manager to (1) prepare the initial Assessment Roll, as required by Section 18-187 hereof, (2) publish the notice required by Section 18-188 hereof, and (3) mail the notice required by Section 18-189 hereof.

Sec. 18-187. - Service Assessment Roll.

(a) The Town Manager shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Service Assessment to be imposed against each Assessed Property.

(b) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the Town Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Sec. 18-188. - Notice By Publication.

(a) Upon completion of the initial Assessment Roll, the Town Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the Town a notice stating that at a meeting of the Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(b) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Service Assessment; (2) a brief and general description of the services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in Section 18-190 hereof; (5) the method by which the Service Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the Town Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the Town Manager.

(c) In the Town's discretion the notice required pursuant to this Section may be provided in the manner authorized in Sections 50.011 and 50.0311, Florida Statutes.

Sec. 18-189. - Notice By Mail.

(a) In addition to the published notice required by Section 18-188, the Town Manager shall provide notice, or direct the provision of notice, of the proposed Service Assessment by first class mail to the Owner of each parcel of property subject to the Service Assessment.

(b) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Service Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Service Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the Town from the Service Assessment; (6) a statement that failure to pay the Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(c) The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Town Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

Sec. 18-190. - Adoption Of Final Assessment Resolution.

(a) At the time named in such notice or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council;

(3) establish the Maximum Assessment Rate, if desired by the Council and set the rate of assessment to be imposed in the upcoming fiscal year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

(b) The adoption of the Final Assessment Resolution by the Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the services, facilities, or programs to be provided or constructed and a legislative determination that the Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(c) All written objections to the Final Assessment Resolution shall be filed with the Town Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Service Assessments are imposed or reimposed hereunder.

Sec. 18-191. - Effect Of Final Assessment Resolution.

(a) The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution.

(b) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the Council by resolution shall designate.

Sec. 18-192. - Annual Adoption Procedures.

(a) Annually, during the budget adoption process, the Council shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the Council elects to reimpose a Service Assessment, the procedures in this Section 18-192 shall be followed.

(b) The initial proceedings for the reimposition of an annual Service Assessment shall be the adoption of a Preliminary Rate Resolution by the Council:

(1) containing a brief and general description of the services, facilities, or programs to be provided;

(2) determining the Service Cost to be assessed for the upcoming Fiscal Year;

(3) establishing the estimated assessment rate for the upcoming Fiscal Year;

(4) establishing or increasing a Maximum Assessment Rate, if desired by the Council;

(5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and

(6) directing the Town Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the Town.

(c) At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Council, the Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate

Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(d) Nothing herein shall preclude the Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 18-188 and 18-189 hereof or any other method as provided by law.

(e) The Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 18-188 and 18-189 hereof.

(f) In the event (1) the proposed Service Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Council, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 18-188 and 18-189 hereof, (2) the purpose for which the Service Assessment is imposed or the use of the revenue from the Service Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 18-188 and 18-189 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Service Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 18-188 and 18-189 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 18-188 and 18-189 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this ordinance.

(g) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the

method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(h) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 18-216 hereof is used to collect the Assessments, such other official as the Council by resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

Sec. 18-193. - Interim Service Assessments.

(a) An interim Service Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

(b) No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the Town. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 18-215 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, Town, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and

claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

Secs. 18-194 – 18-199 – Reserved.

DIVISION 3. - CAPITAL ASSESSMENTS

Sec. 18-200. - General Authority.

(a) The Council is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements.

(b) The Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement. Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

(c) All Capital Assessments shall be imposed in conformity with the procedures set forth in this Division 3.

Sec. 18-201. - Initial Proceedings. The initial proceeding for the imposition of a Capital Assessment shall be the Council's adoption of an Initial Assessment Resolution:

(a) describing the property to be located within the proposed Assessment Area;

(b) containing a brief and general description of the Local Improvements to be provided;

(c) determining the Capital Cost or Project Cost to be assessed for Local Improvements;

(d) describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties;

(e) establishing an estimated assessment rate for the upcoming Fiscal Year;

(f) describe the provisions, if any, for acceleration and prepayment of the Capital Assessment;

(g) describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision;

(h) establishing a Maximum Assessment Rate, if desired by the Council;

(i) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (I) directing the Town Manager to (1) prepare the initial Assessment Roll, as required by Section 18-202 hereof, (2) publish the notice required by Section 18-203 hereof, and (3) mail the notice required by Sections 18-204 hereof.

Sec. 18-202. - Capital Assessment Roll.

(a) The Town Manager shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The number of Assessment Units attributable to each parcel.

(4) The amount of the Capital Assessment to be imposed against each Assessed Property.

(b) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the Town Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Sec. 18-203. - Notice By Publication.

(a) Upon completion of the initial Assessment Roll, the Town Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the Town a notice stating that at a meeting of the Council on a certain day and hour, not earlier than 20 calendar days from

such publication, which meeting shall be a regular, adjourned, or special meeting, the Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(b) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Capital Assessment; (2) a brief and general description of the Local Improvement and related services to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in Section 18-205 hereof; (5) the method by which the Capital Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the Town Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the Town Manager.

(c) In the Town's discretion the notice required pursuant to this Section may be provided in the manner authorized in Sections 50.011 and 50.0311, Florida Statutes.

Sec. 18-204. - Notice By Mail.

(a) In addition to the published notice required by Section 23-43, the Town Manager shall provide notice, or direct the provision of notice, of the proposed Capital Assessment by first class mail to the Owner of each parcel of property subject to the Capital Assessment.

(b) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Capital Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Capital Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the Town from the Capital Assessment; (6) a statement that failure to pay the Capital Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(c) The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax

Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Town Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

Sec. 18-205. - Adoption Of Final Assessment Resolution.

(a) At the time named in such notice or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council;

(3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal Year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

(b) The adoption of the Final Assessment Resolution by the Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the Local Improvement to be provided or constructed and a legislative determination that the Capital Assessment are fairly and reasonably apportioned among the properties that receive the special benefit.

(c) All written objections to the Final Assessment Resolution shall be filed with the Town Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

Sec. 18-206. - Effect Of Final Assessment Resolution.

(a) The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution.

(b) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate.

Sec. 18-207. - Annual Adoption Procedures.

(a) During its budget adoption process and prior to September 15 of each year, the Council shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll shall be prepared in accordance with the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

(b) In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed Property pursuant to Sections 18-203 and 18-204 hereof, (2) the purpose for which the Capital Assessment is imposed or the use of the revenue from the Capital Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Section 18-203 and 18-204 hereof; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 18-203 and 18-204 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by first class mail to the

Owner of such Assessed Property. Such supplemental notice shall substantially conform with the notice requirements set forth in Sections 18-203 and 18-204 hereof and inform the Owner of the date and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

(c) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(d) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the Council, an adjustment shall be made on the Assessment Roll.

Secs. 18-208 – 18-214 – Reserved.

DIVISION 4. - COLLECTION AND USE OF ASSESSMENTS

Sec. 18-215. - Method Of Collection.

(a) Unless otherwise directed by the Council, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and in compliance with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this ordinance may be

combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(b) The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act, (2) notice is provided to the Owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the Town.

Sec. 18-216. - Alternative Method Of Collection. In lieu of using the Uniform Assessment Collection Act, the Council may elect to collect Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(a) The Council shall provide Assessment bills by first class mail to the Owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include:

(1) a brief explanation of the Assessment,

(2) a description of the unit of measurement used to determine the amount of the Assessment,

(3) the number of units contained within the parcel,

(4) the total amount of the Assessment imposed against the parcel for the appropriate period,

(5) the location at which payment will be accepted,

(6) the date on which the Assessment is due, and

(7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, Town, district or municipal taxes and other non-ad valorem assessments.

(b) A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of the Town. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(c) The Council shall have the right to foreclose and collect all delinquent Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings.

(d) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Council or its agent shall notify any property owner who is delinquent in payment of his or her Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(e) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the Town may be the purchaser to the same extent as any Person. The Council or its agent may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Council and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the Council as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(f) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(g) Notwithstanding the Council use of an alternative method of collection, the Town Manager shall have the same power and authority to correct errors and omissions as provided to him or other Town officials in Section 18-176 hereof.

(h) Any Council action required in the collection of Assessments may be by resolution.

Sec. 18-217. - Government Property. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the Town may elect to use any other method authorized by law or pursuant to the method provided in this Section:

(a) The Town shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(b) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(c) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Town shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the Town will initiate a mandamus or other appropriate judicial action to compel payment.

(d) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Town, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the Town as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(e) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The Council may contract for such billing services with any utility not owned by the Town.

Secs. 18-218 – 18-224 – Reserved.

DIVISION 5. - ISSUANCE OF OBLIGATIONS

Sec. 18-225. - General Authority.

(a) Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the Council shall have the power and is hereby authorized to provide by resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

(b) If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the Council, the Town may agree, by resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The Council may also provide, by resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

Sec. 18-226. - Terms Of The Obligations If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by resolution of the Council, and may be made redeemable before maturity, at the option of the Town, at such price or prices and under such terms and conditions, all as may be fixed by the Council. Said Obligations shall mature not later than 40 years after their issuance. The Council shall determine by resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the Council shall determine by resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the Council may determine by resolution to be for the best interests of the Town.

Sec. 18-227. - Variable Rate Obligations. At the option of the Council, Obligations may bear interest at a variable rate.

Sec. 18-228. - Temporary Obligations. Prior to the preparation of definitive Obligations of any series, the Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been

executed and are available for delivery. The Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed, or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

Sec. 18-229. - Anticipation Notes. In anticipation of the sale of Obligations, the Council may, by resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the Council deems appropriate by resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Council may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

Sec. 18-230. - Taxing Power Not Pledged. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the Town within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the Town to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the Town to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the Town, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Town, except the Pledged Revenue.

Sec. 18-231. - Trust Funds. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the Town, or its designee, in the manner provided by the resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the Town shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the Town providing credit enhancement on the Obligations.

Sec. 18-232. - Remedies Of Holders. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution

authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the Town.

Sec. 18-233. - Refunding Obligations. The Town may, by resolution of the Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the Town theretofore issued to finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to Sections 18-203 or 18-204 hereof, the Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by Division 3 of this Article.

SECTION 3. APPLICABILITY. This Ordinance and the Council's authority to impose assessments pursuant hereto shall be applicable throughout the Town.

SECTION 4. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the Town shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the Town, (2) any notice required by this

Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 5. SEVERABILITY. The provisions of this ordinance are severable; and if any section, subsection, sentence, clause, or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this ordinance shall not be affected thereby.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. CODIFICATION. It is the intention of the Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Town of Jupiter Code of Ordinances; that the sections of this ordinance may be renumbered or relettered to accomplish such intentions; and that the word “ordinance” shall be changed to “section” or other appropriate word.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in force and take effect immediately upon its passage and adoption.

TOWN OF JUPITER
Vice-Mayor 2026-2027

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Merriane Lahmeur, Town Clerk
SUBJECT	Selection of Town of Jupiter Vice-Mayor 2026-2027

EXECUTIVE SUMMARY
Staff is requesting the Town Council to select the 2026-2027 Vice-Mayor.

ANALYSIS
Pursuant to Section 1 (Duties of mayor and vice-mayor), Article V (Municipal Organization and Officers), Town of Jupiter Ordinance Code, as soon as practical after the general election has been completed, the Town Council shall elect the Vice-Mayor from among its members.

The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and, likewise, shall have no administrative duties.

STRATEGIC PRIORITY
● Town Communication

ATTACHMENTS
1. Vice-Mayors Elected 2015-2025

FUNDING SOURCE
*Funding is not necessary for this request.

For more information or copies of the attachments, please contact the Town Clerk's Office at townclerk@jupiter.fl.us or 561-741-2530.

Vice-Mayors
2015 –2025

Year	Vice-Mayor
2015	Jim Kuretski
2016	Ilan Kaufer
2017	Wayne Posner
2018	Ron Delaney
2019	Jim Kuretski
2020	Ilan Kaufer
2021	Cameron May
2022	Ron Delaney
2023	Cheryl Schneider
2023	Ron Delaney
2024	Malise Sundstrom
2025	Ron Delaney

TOWN OF JUPITER
2026 Appointments

DATE	April 7, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Merriane Lahmeur, Town Clerk
SUBJECT	2026 Board & Committee Appointments

EXECUTIVE SUMMARY

Staff is requesting the Town Council take action on expired and vacant seats for the Town's Boards and Committees. The Town recruited applicants through the Town's website; social media posts; emails to residents; and postings displayed in Town Hall. Additionally, Town Council will need to take action on the appointment of Council Members to Countywide Organizations.

ANALYSIS

The 2026 Board/Committee action items consist of the seats that Council needs to take action on, as noted in the chart below. The Police Pension Board currently has no vacant seats and no members with expired terms, so no action is being requested. A list of the qualified applicants for 2026 is also provided under separate cover, and can be used to fill vacancies or replace any of the current members with expired terms who are up for reappointment.

Board/Committee	Vacancies/Expired Terms
Art Committee	3 Members 2 Vacant Members 2 Vacant Alternate Members
Audit Committee	5 Members
Beach Committee	Vice-Mayor Delaney Appointed Member Councilor Guisinger Appointed Member 1 At-Large Member 1 Alternate Member
Construction Board of Adjustments and Appeals	1 Engineer Specialty Member 1 Roofing Specialty Member 1 Vacant Mechanical Specialty Member 1 Vacant Architect Specialty Member 1 Vacant Plumbing Specialty Member
Environmental Task Force	5 Members
Historic Resources Board	Vice-Mayor Delaney Appointed Member Councilor Guisinger Appointed Member 2 Alternate Members
Planning and Zoning Commission	Vice-Mayor Delaney Appointed Member Councilor Guisinger Appointed Member 2 At-Large Members 2 Alternate Members
Countywide Organizations	7 Council Members & Possible Alternates

Under Separate Cover:
1. Board/Committee Appointments Memos
2. 2026 Applications

STRATEGIC PRIORITY
● Town Communication

ATTACHMENTS
1. Boards and Committees Information Sheets

FUNDING SOURCE
*Funding is not necessary for this request.

For more information or copies of the attachments, please contact the Town Clerk's Office at townclerk@jupiter.fl.us or 561-741-2530.

Art Committee

Purpose: To promote, encourage, facilitate and cause the enhancement and beautification of Town Hall and other municipal buildings through the exhibition of works of art, either through loan or purchase; to foster the appreciation and interest in arts in the greater Jupiter area; to evaluate donations of all forms of art work for municipal buildings in the Town of Jupiter and make recommendations to Town Council for approval of the selected work; and to coordinate all approved plans, themes, exhibitions, and activities with the Town Manager who shall be responsible for the execution of the Committee's direction as approved by the Town Council.

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Authority: Advisory; Resolution 43-93, as amended by 71-05; 143-00; 58-93; 55-95; 37-98, 38-16, 58-03, and 21-10.

Membership:

- Members: 12 Members, all appointed by the Council as a whole.
- Alternates: 3
- Ex-Officio: Staff Member or Council Member

Terms: Staggered – Three years terms.

Membership Requirements:

- No residency requirement. Members of the Committee shall include individuals possessing artistic skills in one or more of the following areas:
  - Painter
  - Sculptor
  - Photography
  - Stained Glass
  - Architecture
  - Interior Design
  - Weaving
  - Mobiles
  - Art Appreciation

Meetings: The Third Monday of the month.

Staff Liaison: Satu Oksanen, Neighborhood Services Manager

Current Roster:

Committee Member	Seat/Appointed by	Term Expires
Brenda Nickolaus	Member / Council	2026
Dorothy Katz	Member / Council	2027
Heather Gundacker	Member / Council	2027
Melissa Kelley	Member / Council	2027
Dylan Priday	Member / Council	2026
Erin Bolin	Member / Council	2028
Elizabeth Dashiell	Member / Council	2026
Penny Payne	Member / Council	2027
Robin Neary Estremera-Fitzgerald	Member / Council	2027
Arielle Yebba	Member / Council	2027
Vacant	Member / Council	
Vacant	Member / Council	
Alternates:		
Peter Richardson	Alternate / Council	2028
Vacant	Alternate / Council	
Vacant	Alternate / Council	
Council Liaison: Councilor Guisinger		

Art Committee

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
Elizabeth Dashiell	1 - Member / Council	3-year	Yes	1	3
Brenda Nickolaus	2 - Member / Council	3-year	Yes	1	9
Dylan Priday	3 - Member / Council	3-year	Yes	3	3
Vacant	4 - Member / Council	3-year			
Vacant	5 - Member / Council	3-year			
Vacant	1 - Alternate / Council	3-year			
Vacant	2 - Alternate / Council	3-year			

2026 QUALIFIED APPLICATIONS RECEIVED:

The applications below have been reviewed by the Committee Liaison for compliance with the member requirements and have been determined to be qualified:

Name	Address	Contact Information	Notes
Cherie Blickenstaff	10628 154th Rd. N. Jupiter, FL 33478	561-512-9274 cherieblick@bellsouth.net	Artist
Jill Kohlbecker	106 Milbridge Dr Jupiter, FL 33458	404-313-7533 jillakohlbecker@gmail.com	Art Curator
Elizabeth Palace	6643 Breezeloch Court Jupiter, FL 33458	310-923-1423 ep@elizabethpalace.com	Photographer
Bianca Rosa	10466 Trailwood Cir Jupiter, FL 33478	813-947-3779 biancanrosaphoto@gmail.com	Photographer
Nicole Underwood	6088 Dania Street Jupiter, FL 33458	561-339-5347 nikolina101010@gmail.com	Professional art background

COUNCIL APPOINTMENT NOTES

1st Choice	Seat	Notes
	1 - Member	
	2 - Member	
	3 - Member	
	4 - Member	
	5 - Member	
	1 - Alternate	
	2 - Alternate	
	3 - Alternate	*Only if you choose to appoint Mr. Richardson as a regular member.

Art Committee

GENERAL NOTES

Audit Committee

Purpose: To meet with the Town's auditors each year either prior to or after the completion of the audit engagement to discuss areas of emphasis for the annual audit and review and discuss the auditor's findings concerning the Town's annual financial statements or accounting procedures and provide guidance to the Town Council on those findings. Additionally, the Committee serves as the Town of Jupiter's Citizen oversight committee for the one-cent sales tax in compliance with Palm Beach County Ordinance Code.

Authority: Advisory; Resolution 24-13, as amended by 50-14, 46-16, and 66-17.

Membership:

- Members: 5 Members
  - Appointed by the Council as a whole.
- Ex-Officio: Council Member

Terms:

- Members appointed annually.

Membership Requirements:

- Must be residents of the Town that have particular experience in public accounting or experience managing the activities of annual financial audit for businesses or other governmental agencies, or other appropriate experience.

Meetings: Meets up to three times a year pre and post audit.

Staff Liaison: Scott Reynolds, Director of Finance

Current Roster:

Committee Member	Seat/Appointed by	Term Expires
Michael Webber	Member / Council	2026
Susan C. Present	Member / Council	2026
Phillip Ameen	Member / Council	2026
Michael Villella	Member / Council	2026
Sam Ulan	Member / Council	2026

Audit Committee

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
Michael Webber	1 - Member / Council	1-year	Yes	0	2
Susan C. Present	2 - Member / Council	1-year	Yes	0	2
Phillip Ameen	3 - Member / Council	1-year	Yes	0	1
Michael Villella	4 - Member / Council	1-year	Yes	0	2
Sam Ulan	5 - Member / Council	1-year	Yes	0	2

2026 QUALIFIED APPLICATIONS RECEIVED:

The applications below have been reviewed by the Committee Liaison for compliance with the member residency requirements and have been determined to be qualified:

Name	Address	Contact Information	Notes
Kenneth Poje	3007 Fairway Dr N Jupiter, FL 33477	312-391-9902 kennethpoje@gmail.com	
Edward Sterling	930 North Loxahatchee Dr Jupiter, FL 33458	561-644-6771 edsterling@att.net	PZC - 1st Audit – 2nd

COUNCIL APPOINTMENT NOTES

1st Choice	Seat	Notes
	1 - Member	
	2 - Member	
	3 - Member	
	4 - Member	
	5 - Member	

Audit Committee

GENERAL NOTES

Beach Committee

Purpose: Established in 1995 to make recommendations to the Council regarding making the Jupiter beach areas more attractive, physically healthier, and accessible to the residents of the Town and the general public.

Authority: Advisory; Resolution 29-95, as amended by 88-97, 81-02 and 46-05.

Membership:

- Members: 9 Members (7 members and 2 at-large)
  - Each Council Member appoints 1 member following election/re-election.
  - Remaining 2 At-Large members, including Alternates, appointed by the Council as a whole.
- Alternates: 4
- Ex-Officio: Council Member

Terms:

- Members appointed by a Council Member – Three years.
  - Appointed following the election/re-election of the Council Member. These Committee members serve at the pleasure of appointing Council Member.
- At-Large and Alternate Members – Two Years.

Membership Requirements:

- Must be a resident, property owner, or business operator in the Town of Jupiter.

Meetings: Required to meet quarterly.

Staff Liaison: Merriane Lahmeur, Town Clerk

Current Roster:

Committee Member	**Seat/Appointed by**	**Term expires**
Shirly Brostmeyer	Mayor Kuretski	2028
Gail Whipple	Vice-Mayor Delaney	2026
Louis “Coke” Coakley	Councilor Choy	2028
Chase Malcolm	Councilor Guisinger	2026
Emily Johnson	Councilor Sundstrom	2028
David Uhfelder, At-Large	Council	2026
Troy Holloway, At-Large	Council	2027
Alternates:		
John Pugsley	Council	2026
Kay Strickland	Council	2027
John Smith	Council	2027
Rick Opton	Council	2027
Council Ex Officio - Vacant		

Beach Committee

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
Gail Whipple	Vice-Mayor Delaney	3-year	Yes	0	13
Chase Malcolm	Councilor Guisinger	3-year	No	-	-
David Uhfelder	At-Large / Council	2-year	Yes	1	10
John Pugsley	Alternate / Council	2-year	Yes	2	4
Council Member Ex Officio:					

2026 QUALIFIED APPLICATIONS RECEIVED:

The applications below have been reviewed by the Committee Liaison for compliance with the member residency requirements and have been determined to be qualified:

Name	Address	Contact Information	Notes
Cathy Crosby	529 Pheasant Lane N Jupiter, FL 33458	561-339-5527 cathy.crosby29@icloud.com	PZC – 1st Beach – 2nd
Michael Fleming	572 Scrubjay Ln Jupiter, FL 33458	561-346-5928 flemingmichael1961@gmail.com	HRB - 1st Beach - 2nd
Rebecca Lourido	346 Kingfisher Dr Jupiter, FL 33458	561-339-2155 rebeccalourido@aol.com	ETF – 1st Beach – 2nd
Julie Whitten	1801 S US Hwy 1 Apt 14A Jupiter, FL 33477	443-418-5735 jkwhitten3@gmail.com	

COUNCIL APPOINTMENT NOTES

1st Choice	2nd Choice	Seat	Notes
		Vice-Mayor Delaney	
		Councilor Guisinger	
		At-Large	
		Alternate	
Council Member Ex Officio:			

Beach Committee

GENERAL NOTES

Construction Board of Adjustments & Appeals

Purpose: The Board shall hear appeals concerning interpretations and enforcement of the building and technical codes.

Authority: Advisory; Ordinance 13-09, 9-99, 25-99, 53-01, 19-20, 28-14, 53-05, 18-23, 27-15, 29-14, 6-04, 28-17, 16-12, 57-94.

Membership:

- Members: 7 Members
  - Appointed by Council as a whole.

- Ex-Officio: Council Member

Terms:

- Staggered – Three years terms

Membership Requirements:

- The Board shall be composed of a registered architect; a registered engineer; a building contractor; an electrical contractor; a mechanical contractor; a plumbing contractor; and a roofing contractor.

Meetings: Meets as needed.

Staff Liaison: Jim Brown, Building Official

Current Roster:

Committee Member	Seat	Term Expires
Kevin Carter	Building Member / Council	2028
Ernest Kuonen	Engineer Member / Council	2026
Chris Embick	Roofing Member / Council	2026
Richard Teel	Electrical Member / Council	2027
Vacant	Mechanical Member / Council	
Vacant	Architect Member / Council	
Vacant	Plumbing Member / Council	

Construction Board of Adjustments & Appeals

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
Ernest Kuonen	Engineer Member / Council	3-year	No	-	-
Chris Embick	Roofing Member / Council	3-year	Yes	0	5
Vacant	Mechanical Member / Council	3-year			
Vacant	Architect Member / Council	3-year			
Vacant	Plumbing Member / Council	3-year			

2026 QUALIFIED APPLICATIONS RECEIVED:

The application below has been reviewed by the Committee Liaison for compliance with the member requirements and has been determined to be qualified:

Name	Address	Contact Information	Notes
Herb Kahlert	337 Old Jupiter Beach Rd Jupiter, FL 33477	561-718-5569 herb@karlcorp.com	Engineer

COUNCIL APPOINTMENT NOTES

1st Choice	Seat	Notes
	Engineer Member	
	Roofing Member	
	Mechanical Member	
	Architect Member	
	Plumbing Member	

GENERAL NOTES

Environmental Taskforce

Purpose: To provide information and recommendations to the Town Council regarding tree preservation related to Town Code revisions and best practices, identify and address open spaces opportunities, and review the Town's Code and policies to recommend sustainability initiatives in the Town of Jupiter.

Authority: Advisory; Resolutions 31-19 and 58-03.

Membership:

- Members: 7 Members (5 members and 2 At-Large)
  - Each Council Member appoints 1 Member.
  - Remaining 2 At-Large Members, including Alternates, are appointed by the Council as a whole.
- Alternates: 2
- Ex-Officio: Council Member

Terms:

- Members appointed by a Council Member.
  - These Committee members serve at the pleasure of appointing Council Member.
- At-Large and Alternate Members – Two Years.

Membership Requirements:

- Members of the Taskforce must be residents of the Town with a demonstrated interest in the Environment.
- One member shall have an environmental and/or scientific background.
- One member shall be a local business owner.

Meetings: Required to meet quarterly.

Staff Liaison: Eddy Akpoji, Senior Natural Recourses Coordinator

Current Roster:

Committee Member	**Seat/Appointed by**	**Term Expires**
Christina Akly	Mayor Kuretski	2026
Elizabeth Summers	Vice-Mayor Delaney	2026
Willie Puz	Councilor Choy	2026
Emily O'Mahoney	Councilor Guisinger	2026
Christa Cherry	Councilor Sundstrom	2026
Jill Watson	At-Large Member / Council	2027
Taylor O'Hara	At-Large Member / Council	2027
Alternates:		
Kara Krueger	Council	2027
Nathan Shemella	Council	2027
Council Liaison: Councilor Sundstrom		

Environmental Taskforce

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
Christina Akly	Mayor Kuretski	1-year	Yes	0	7
Elizabeth Summers	Vice-Mayor Delaney	1-year	No	-	-
Willie Puz	Councilor Choy	1-year	Yes	1	7
Emily O'Mahoney*	Councilor Guisinger	1-year	Yes	1	7
Christa Cherry	Councilor Sundstrom	1-year	Yes	2	7

***Local business owner**

2026 QUALIFIED APPLICATIONS RECEIVED:

The applications below have been reviewed by the Committee Liaison for compliance with the member requirements and have been determined to be qualified:

Name	Address	Contact Information	Notes
Jennifer Hofmeister	4424 Main Street Apt. 3038 Jupiter, FL 33458	561-573-7907 jennhofmeister2015@gmail.com	
Jill Kohlbecker	106 Milbridge Dr Jupiter, FL 33458	404-313-7533 jillakohlbecker@gmail.com	
Rebecca Lourido	346 Kingfisher Dr Jupiter, FL 33458	561-339-2155 rebeccalourido@aol.com	
Kathy McGuire	104 Doe Trail Jupiter, FL 33458	561-748-6750 kathysmcguire@gmail.com	
Pat Maher	64 Maplecrest Cir Jupiter, FL 33458	561-346-1850 pthasan@comcast.net	

COUNCIL APPOINTMENT NOTES

1st Choice	2nd Choice	Seat	Notes
		Mayor Kuretski	
		Vice-Mayor Delaney	
		Councilor Choy	
		Councilor Guisinger	
		Councilor Sundstrom	

Environmental Taskforce

GENERAL NOTES

Historic Resource Board

Purpose: To promote the preservation and conservation of historic and archaeological resources. Board responsibilities include approving certificates of appropriateness for historically designated properties, archaeological certificates to dig and Florida Historical Marker applications. In addition, the Board makes recommendations to the Town Council regarding Comprehensive Plan and Zoning Code text amendments to historic and archaeological preservation regulations, applications for historic designation, demolition permits for historically designated structures, and nominations of properties to the National Register of Historic Places.

Authority: Advisory; Section 27-2437, *Ordinance Code*.

Membership:

- Members: 5 Members
  - Each Council Member appoints 1 Member following election/re-election.
- Alternates: 2

Terms:

- Members appointed by a Council Member.
  - Appointed following the election/re-election of the Council Member. These Board Members serve at the pleasure of appointing Council Member.
- Alternate Members – One Year.

Membership Requirements:

- Majority of the membership of the Board shall be residents of the Town.
  - However, the Town Council may appoint one member of the Board who is not a resident of the town, provided they have the professional or educational qualifications and/or experience requirements.
- Members of the Board shall have professional experience and/or higher educational degrees in the disciplines of history, architecture, landscape architecture, architectural history, archaeology, planning, or other professional experience or degrees in related disciplines such as American Studies, American civilization, cultural geography, cultural anthropology, or American history.
  - Two members of the Board may be filled by individuals that do not meet the educational or professional experience requirements set forth above, provided they demonstrate a special interest, or knowledge of, the town's history.

Meetings: The third Monday of the month

Staff Liaison: Thatcher Hart, Senior Planner

Current Roster:

Committee Member	Seat/Appointed by	Resident	Experience/ Education	Term Expires
Christina Carr	Mayor Kuretski	x	x	2028
Debi Murray	Vice-Mayor Delaney	x	x	2026
Josh Liller	Councilor Choy	x	x	2028
Brad Mayo	Councilor Guisinger	x		2026
Christine Pinello	Councilor Sundstrom		x	2028
Alternates:				
Sara Misselhorn (1)	Council	x	x	2026
Christopher Yerkes (2)	Council	x	x	2026

Historic Resource Board

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
Debi Murray	Vice-Mayor Delaney	3-year	Yes	1	11
Brad Mayo	Councilor Guisinger	3-year	Yes	1	9
Sara Misselhorn	Alternate 1 / Council	1-year	Yes	0	7
Christopher Yerkes	Alternate 2 / Council	1-year	Yes	0	1

2026 QUALIFIED APPLICATIONS RECEIVED:

The applications below have been reviewed by the Committee Liaison for compliance with the member requirements and have been determined to be qualified:

Name	Address	Contact Information	Notes
Michael Fleming	572 Scrubjay Ln Jupiter, FL 33458	561-346-5928 flemingmichael1961@gmail.com	HRB - 1st Beach - 2nd
Jennifer Hofmeister	4424 Main Street Apt. 3038 Jupiter, FL 33458	561-573-7907 jennhofmeister2015@gmail.com	HRB -1st ETF - 2nd
Brett Leone	132 Barbados Dr. Jupiter, FL 33458	561-371-8955 b.leone4@gmail.com	PZC - 1st HRB - 2nd
Elizabeth Palace	6643 Breezeloch Court Jupiter, FL 33458	310-923-1423 ep@elizabethpalace.com	ART - 1st HRB - 2nd

COUNCIL APPOINTMENT NOTES

1st Choice	2nd Choice	Seat	Notes
		Vice-Mayor Delaney	
		Councilor Guisinger	
		Alternate 1	
		Alternate 2	

Historic Resource Board

GENERAL NOTES

Planning and Zoning Commission

Purpose: The Commission makes formal recommendations to the Town Council regarding site plans, planned unit developments, amendments to the Town Zoning Code, rezoning, special exceptions and annexations. Acting as the Local Planning Agency, it also formally recommends land use changes and comprehensive plan text and map amendments. In addition, the Commission acts as the Zoning Board of Adjustment to make final decisions regarding variance applications.

Authority: Advisory; Chapter 24, Article II, *Ordinance Code*.

Membership:

- Members: 7 Members (5 Members and 2 At-Large)
  - Each Council Member appoints 1 member following election/re-election.
  - Remaining 2 At-Large members, including Alternates, are appointed by the Council as a whole.
- Alternates: 2

Terms:

- Members appointed by a Council Member.
  - Appointed following the election/re-election of the Council Member. These Committee members serve at the pleasure of appointing Council Member.
- At-Large and Alternate Members – One Year.

Membership Requirements:

- Must be Town resident, registered voter, and hold no other Town position or Town office. Members shall be knowledgeable concerning the functions of municipal government and interested in the furtherance and promotion of planning and zoning matters and municipal development in keeping with the health, safety and welfare of the citizens.

Meetings: The second Tuesday of the month.

Staff Liaison: John Sickler, Planning and Zoning Director

Current Roster:

Committee Member	Seat/Appointed by	Term Expires
Beth Kelso	Mayor Kuretski	2028
David Thompson	Vice-Mayor Delaney	2026
Michael Cassatly	Councilor Choy	2028
Robert Grabowski	Councilor Guisinger	2026
Kevin Kirn	Councilor Sundstrom	2028
Karen Vinson, At-Large	Council	2026
Marty Rogol, At-Large	Council	2026
Alternates:		
Paul Keenan	Council	2026
Cynthia Blum	Council	2026

Planning and Zoning Commission

2026 VACANCIES/APPOINTMENTS/REAPPOINTMENTS – ACTION ITEMS:

The seats below are up for appointment/reappointment in 2026, and will need Council action:

Committee Member	Seat/Appointed by	Term	Request to be Reappointed	Meetings Missed	Years Served
David Thompson	Vice-Mayor Delaney	3-year	Yes	2	2
Robert Grabowski	Councilor Guisinger	3-year	Yes	3	9 Months
Karen Vinson	At-Large / Council	1-year	Yes	2	1
Marty Rogol	At-Large / Council	1-year	Yes	0	9 Months
Paul Keenan	Alternate / Council	1-year	Yes	2	3
Cynthia Blum	Alternate / Council	1-year	Yes	1	3

2026 Qualified Applications Received:

The applications below have been reviewed by the Committee Liaison for compliance with the member requirements and have been determined to be qualified:

Name	Address	Contact Information	Notes
Cathy Crosby	529 Pheasant Lane N Jupiter, Fl 33458	561-339-5527 cathy.crosby29@icloud.com	PZC – 1st
Herb Kahlert	337 Old Jupiter Beach Rd Jupiter, FL 33477	561-718-5569 herb@karlcorp.com	PZC - 1st
Brett Leone	132 Barbados Dr Jupiter, FL 33458	561-371-8955 b.leone4@gmail.com	PZC – 1st
Pat Maher	64 Maplecrest Cir Jupiter, FL 33458	561-346-1850 pthasan@comcast.net	ETF – 1st PZC – 2nd
Edward Sterling	930 North Loxahatchee Dr Jupiter, FL 33458	561-644-6771 edsterling@att.net	PZC – 1st Audit – 2nd

COUNCIL APPOINTMENT NOTES

1st Choice	2nd Choice	Seat	Notes
		Vice-Mayor Delaney	
		Councilor Guisinger	
		At-Large	
		At-Large	
		Alternate	
		Alternate	

GENERAL NOTES

Council Appointments to Countywide Organizations
FY 2026/2027

Organization	Current Member(s)	Alternate	Meeting Time/ Location	2026/2027 Appointments
Issues Forum	Mayor Kuretski		Last Friday of the month quarterly at 10:00 a.m. / Virtual	
Loxahatchee River Management Coordinating Council	Vice-Mayor Delaney	Councilor Guisinger	Last Monday of the Month quarterly at 2:00 p.m. / River Center	
Palm Beach County League of Cities	Vice-Mayor Delaney Councilor Sundstrom Councilor Choy		Meets 4th Wednesday at 12:00 p.m. / Place - TBA	
Palm Beach North Chamber Government Affairs Committee	Councilor Choy		2nd Friday of every month at 8:00 a.m. / Virtual	
School Board District Liaison	Councilor Sundstrom	Councilor Guisinger	Meets 3rd Wednesday at 5:00 p.m./ West Palm Beach	
Transportation Planning Agency	Mayor Kuretski	Vice-Mayor Delaney	Meets 3rd Thursday at 9:00 a.m. / Palm Beach TPA	
Legislative Liaison	Councilor Sundstrom			