



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
THURSDAY, AUGUST 6, 2026
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

Mayor Jim Kuretski
Vice-Mayor Phyllis Choy
Councilor Ron Delaney
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.

PRESENTATION

1. The Honorable State Senator Gayle Harrell — Legislative Update.#
2. Annual Overview of the Palm Beach County Commission on Ethics.#
3. JPD Update.

CITIZEN COMMENTS

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

MINUTES

4. July 21, 2026, Town Council Meeting Minutes and July 23, 2026, Town Council Workshop 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

5. Approval of Work Order #4 to Timothy Rose Contracting, Inc. (EPW 2025-33B) for North Pennock and Fisherman's Landing Resurfacing in the amount of \$501,217.
6. Approval of Work Order #5 to Timothy Rose Contracting, Inc. (Contract EPW2025-33B) for Olympus Resurfacing Project in the amount of \$342,924.
7. Approving Work Order #12 to Arkest, LLC (Contract EPW 2025-34B) for the Fire Station 10 (Piatt) Diesel Fuel Tank Construction in the amount of \$65,414.
8. **Resolution 29-26**, Approving an Interlocal Agreement with Palm Beach County for the Toney Penna Drive-Central Boulevard Traffic Signal Project.
9. **Resolution 83-26**, Approving an Agreement with 408 Center Street for Improvements and Maintenance of Public Right of Way.
10. **Resolution 90-26**, Approving an Interlocal Agreement with the School Board of Palm Beach County for Mutual Use of Town and Jupiter Community High School's Recreational Facilities.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

August 18, 2026, 7pm - Town Council Chambers
September 8, 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.*



TOWN OF JUPITER

Jupiter Police Department Update

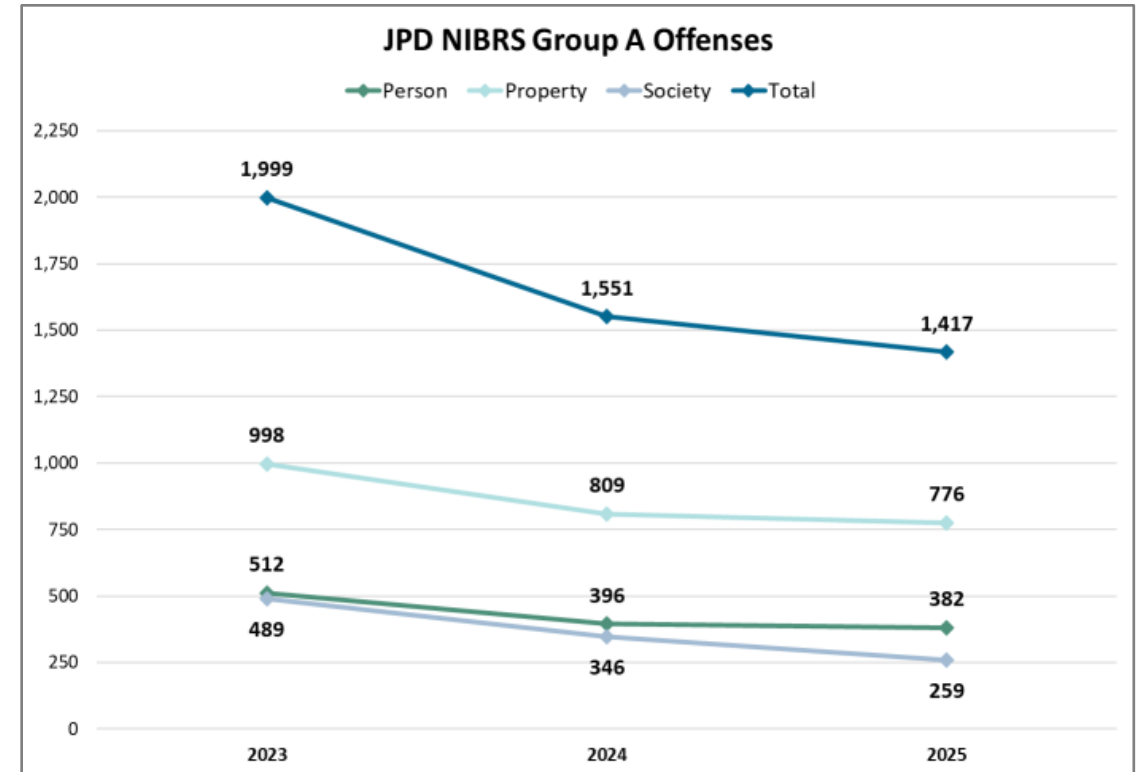
August 6, 2026



— TOWN OF —
JUPITER

Crime Trends

- The Town continues to see decreases across all categories
 - Persons & Property Crimes
 - Society Crimes
 - Total Crimes



NOTE: Data current as of July 9, 2026. Beginning on January 1, 2026, JPD began pulling data by Report Date instead of Occur Date; therefore, prior reported totals may not match current totals. Totals are subject to change and may not match previously published information due to on-going data verification efforts.

Jupiter Police Department Update



TOWN OF
JUPITER

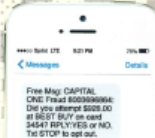
8/6/2026

Fraud Awareness & Prevention

- Financial Fraud Increases Nationwide
 - JPD Investigated 196 cases in 2024 and 244 in 2025
 - Fraud-related cases are often complex and involve various schemes
- JPD's efforts to combat fraud include:
 - HOA/Community Presentations
 - Social Media Outreach
 - Placing flyers on Bitcoin ATMs



Fraud Public Outreach



FRAUD TREND ALERT!

Scammers send **text messages impersonating bank fraud alerts**. They then call and instruct victims to **withdraw cash** from their banks, and hand it off to a third party for "Safeguarding."

The third party person is often a ride share driver hired by the scammer.

Scammers create **urgency and confusion** on the phone, to get victims to act quickly and secretly.

If any person claims to be from the FDIC, Law Enforcement, or your bank, and tells you to **withdraw cash or transfer money - IT'S A SCAM!**

When in doubt...
Don't reply. Don't connect. Flip your card. Dial direct.

Think you're being scammed? STOP and call the Jupiter Police Department (561) 799-4445



DON'T FALL FOR SCAMS

FRAUD TREND: E-MAIL SPOOFING

SCAMMERS CREATE A FAKE E-MAIL (OFTEN CLOSELY RESEMBLING THOSE TRUSTED BY INDIVIDUALS) AND POSE AS EMPLOYEES, VENDORS AND EVEN GOVERNMENT OFFICIALS

SCAMMERS RESEARCH VICTIMS/BUSINESSES TO CREATE A CUSTOM SCRIPT, WHICH SOUNDS REAL

SCAMMERS CREATE A FALSE SENSE OF URGENCY

IF YOU BELIEVE YOU ARE A VICTIM
CALL THE JUPITER POLICE DEPARTMENT (561) 799-4445



BE SCAM SMART

STOP!

YOU MAY BE THE VICTIM OF A **BITCOIN & BANK PHONE SCAM**



If you are receiving instructions from someone on the phone claiming to be from a BANK: **DO NOT DEPOSIT MONEY!**

HANG UP & CALL THE JUPITER POLICE DEPARTMENT!

561-799-4445





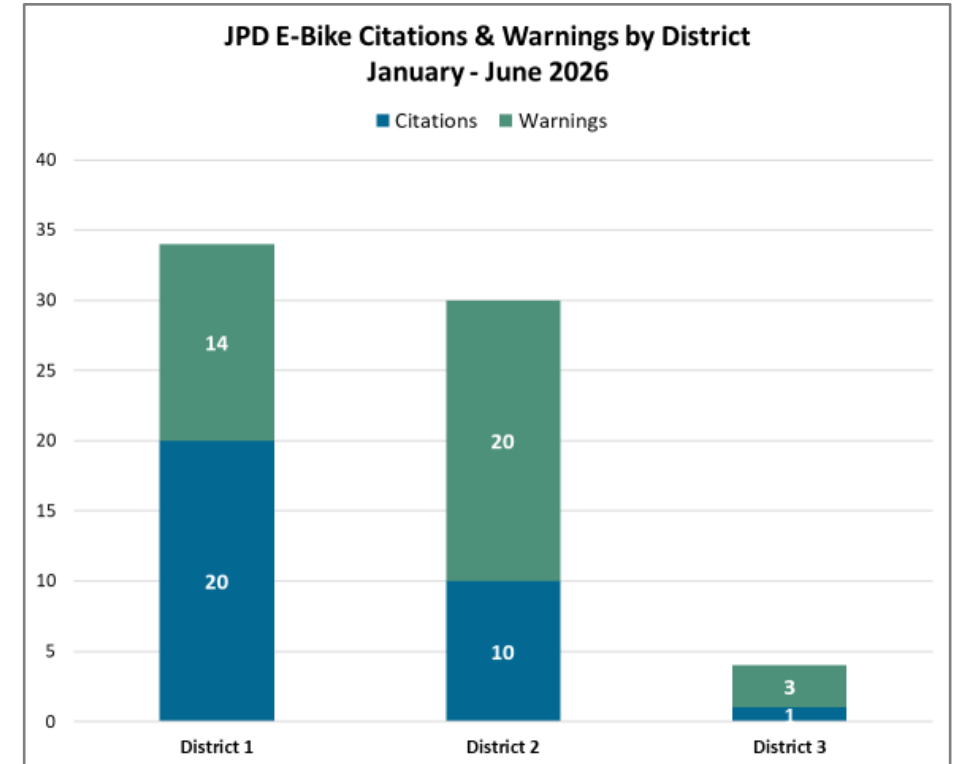
Fraud Investigative Results

- Wire Fraud - \$179,000 returned
- Courier scams – Multiple in-progress attempts avoided
- Bitcoin Recovery - \$15,000 returned to victim
- Bitcoin Prevention – Flyer prevented resident from falling victim



E-Bike Crashes & Enforcement

- E-Bike crashes:
 - 2025: 11
 - January – June 2026: 9
 - At fault: Vehicle (6); E-Bike(2); Undetermined (1)
- E-Bike Enforcement:
 - January – June 2026:
 - Citations: 31
 - Warnings: 37



NOTE: E-bike crashes include crashes classified as "Collision with Pedalcycle" where "e-bike" was specifically mentioned in the report narrative.



Jupiter e-Bike Safe Rider Course

- Online training course
- Designed to teach youth how to ride e-bikes safely
- Includes various safety topics
 - Rules of the Road
 - Safe Riding Habits
 - Helmet Safety
 - Sharing the Road with Pedestrians



The poster features a top image of an e-bike wheel and a Jupiter Police Department badge. Below this, the title 'Jupiter E-Bike Safe Rider Program' is displayed in bold. A dark blue banner contains the text 'Learn the rules. Ride Smart. Stay Safe.' The main body of the poster is light blue and contains a paragraph describing the course's purpose, a QR code, and a URL. At the bottom, a dark blue banner provides an email address for more information.

Jupiter E-Bike Safe Rider Program

Learn the rules.
Ride Smart. Stay Safe.

This course teaches riders the rules, skills, and safety habits needed to ride confidently and responsibly in Jupiter.



Visit <https://toj.learnworlds.com> or scan the QR code to take the course today!

For more information, email ebike@jupiter.fl.us.



Jupiter e-Bike Safe Rider Course cont...

- Released to the public on Thursday July 30
- No limit to the number of participants
 - Free of charge for all participants regardless of residency
- Collaboration with local partners
 - Palm Beach County School District/School Police
 - Local Bike Shops
 - Homeowners Associations
 - Town Staff
- Raffle
 - Completion of Program between July 30 and September 15 will enter juvenile participants in a raffle for one of 5 gift cards



Current Staffing Report

- The Police Department is currently staffed with 98% of our allotted positions, including 6 officers scheduled to complete Field Training by the end of the year
- Four non-sworn positions were recently filled to bring the Records section and Evidence section to full staffing level
- Quarterly Awards
 - Officer of the Quarter Officer – Officer Julia Cain
 - Investigator of the Quarter – Detective Daniel Bigtree
 - Civilian Employee of the Quarter – Alicja Fedak



Exceptional Service, New Look





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JULY 21, 2026**

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

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

TRIM PUBLIC HEARING

1. **Resolution 92-26**, Approving the Truth in Millage for the Preliminary Millage Rate for Fiscal Year 2027.

Mr. Scott Reynolds, Chief Financial Officer, provided a presentation on Resolution 92-26. He presented the Truth in Millage (TRIM) for the Fiscal Year 2027 (FY27) Budget and explained that property valuations increased by 6.4% going into FY27. He emphasized the immediate savings for Town of Jupiter property owners through the proposed total millage rate of 3.5886 and noted that a portion (1.1992) of the total millage rate would fund the Jupiter Fire Rescue Department (JFRD).

Mr. Reynolds continued his presentation by comparing the proposed millage rate of 3.5886 to the rollback rate of 2.2705. He discussed the percentage increase over the rollback rate of 58%, noting that it was highly unusual but that it was due to bringing on JFRD. He provided examples highlighting how the rate would impact residents, including the comparison of savings with the elimination of the Palm Beach County Fire Rescue Rate that was assessed in FY26. He also explained that if approved as presented, the proposed TRIM millage rate could not be increased without restarting the TRIM process.

Vice-Mayor Choy asked for confirmation that residents would see a decrease under the proposed millage rate with the JFRD assessment. Mr. Reynolds confirmed that they would.

Councilor Sundstrom asked Mr. Reynolds to explain the new voting requirements under Senate Bill 4F and any additional changes. Mr. Reynolds explained that the growth and personal income adjustment had been removed, which effectively kept the rollback rate static. He explained that the rollback rate was the maximum millage and would require just a simple majority vote; if they were to go up to 110% of that rate, in terms of dollars, it would require four of the five vote to approve; and everything over that would require a unanimous vote of the Council. There was a brief discussion

about the change from keeping the millage rate the same to the requirement now to keep the dollar amount the same.

Councilor Guisinger expressed his appreciation for the Town maintaining the general operating millage rate at 2.3894 and noted the total savings it would provide taxpayers even with the millage for JFRD.

Mayor Kuretski asked what the equivalent incremental millage rate would be for the proposed Non-Ad Valorem (NAV) Fire Assessment. Mr. Reynolds responded that the equivalent millage rate would be 1.3080, which would increase the total proposed millage rate to 3.6974.

Mayor Kuretski proposed setting the TRIM millage rate at 3.6974 in the event Council could reach an agreement to delay implementation of the NAV Fire Assessment until fiscal year 2028. He noted that even with a millage rate of 3.6974, the overall millage rate would still represent a more than 9% reduction and that every property owner in the Town would receive the same percentage tax reduction. He also requested amending the resolution to recognize the unique circumstances surrounding the establishment of JFRD.

Mayor Kuretski expressed his delight with the creation of JFRD and noted that JFRD would be fully funded. He voiced his continued concern regarding the methodology used to calculate the proposed NAV Fire Assessment and the study prepared by the Town's consultant. He discussed the rate escalation for residential homes based on square footage, noting that no other municipality uses that method, and that the percentage increase was unfair to some. He also reiterated that he disagreed with the method used to calculate the assessment, particularly the reliance on total square footage that included garages, balconies, and porches for single-family homes and not for townhomes and condominiums. Mayor Kuretski reminded everyone of the example of the 15 townhome and condominium communities that he had previously discussed at other Council meetings, which he believed demonstrated the widespread disparities. He stated he would continue to oppose the NAV. He appealed to his colleagues to go with the higher TRIM notice at this time, or if they chose not to, it would eliminate the option to reach a unanimous decision. He inquired if he had any support on approving the higher TRIM notice, so that the Ad Valorem would be higher already in case they later agreed to eliminate the NAV.

Councilor Guisinger asked Mr. Reynolds what the risk to the Town would be if Council set the proposed millage rate at the higher rate. He also expressed concerns about how that decision could affect future fiscal years, particularly 2028 and 2029, if the homestead exemption were increased. Mayor Kuretski clarified that he would propose conducting a new study that would take effect in 2028.

Councilor Delaney asked Mayor Kuretski to confirm that if they did not add the NAV percentage back into the TRIM rate, which would raise it, and Council needed a unanimous vote to raise the millage rate over a certain percentage, then the Mayor would not support it. Mayor Kuretski responded that Council would have to work through the decision.

Councilor Sundstrom asked Mr. Reynolds what would happen if the Council failed to reach a unanimous vote under the new Senate Bill. Mr. Reynolds explained that the Council could proceed with either a two-thirds majority vote or a simple majority vote. However, a simple majority vote would result in the loss of roughly \$25.8 million, while a two-thirds majority vote would result in the loss of just over \$20 million.

Councilor Sundstrom then asked how the Town would fund the Fire Department if that funding source was no longer available. Mr. Reynolds responded that the funding would have to come from the General Fund Reserves. He noted that while the Town could do it, it would reduce reserves to a level he considered below the minimum needed to respond to a major catastrophe. Councilor Sundstrom stated that the proposed funding represented recurring revenue planned to support the Fire Department's recurring expenses and noted that using the Reserves would provide funding for only one year and would deplete the Town's reserves and create greater uncertainty. Mr. Reynolds confirmed and explained that the Town needed recurring revenues to support ongoing expenses.

Mayor Kuretski stated that he did not believe the Council was at risk of failing to reach a unanimous decision, however, the outcome might not satisfy everyone. He said he would support a way to fund JFRD, but that he would want to make whole people that would be unfairly assessed. He stated that on the 18th, in good conscience he could not unfairly tax people, and would not support the adoption of a millage rate that included an assumption of the NAV Fire Assessment. Mayor Kuretski also emphasized that JFRD was not at risk of not being funded.

Councilor Delaney stated that the Town was approaching the finish line for JFRD. He explained that majority of the Council supports the NAV Fire Assessment. He stated that he understood the Mayor's principles, but he believed it was the fairest way to get there, and it provided the Town with flexibility. He expressed concern that the discussion was creating undue pressure on the Council and Staff.

Councilor Sundstrom stated that she believed the matter was settled policy, and that majority of the Council had previously taken multiple votes supporting the NAV Fire Assessment. She explained that from what they understood, there were two options for Non-Ad Valorem Assessments, both are accepted in the state, both are tested, and both are legally accepted as reasonable and fair to residents. She noted that neither option was completely perfect, and regardless of which one was chosen, there would be some issues.

Councilor Sundstrom continued to explain that the Town's NAV Fire Assessment would be set at 15%, a very small percentage relative to what could have been done, and the Town planned for it to cover debt service only. She also noted that it provided the Town with flexibility to adjust the structure in the future, conduct another study, or pay off the debt early. She stated that while it was not perfect, it would give the town more options and stability. Councilor Sundstrom also discussed the diversity of the square footage of the homes in the Town and how that diversification makes the assessment a reasonable approach. She also emphasized that the NAV Fire

Assessment would provide additional transparency by creating a dedicated funding source that would require an explanation of expenses. She stated that separating it out helps control costs and helps manage how the Town grows. Councilor Sundstrom reiterated that there had been multiple votes, and the majority had passed it, and that she believed it to be settled policy. She expressed concern about adding internal uncertainty during a time with substantial external uncertainty.

Councilor Sundstrom stated that she would not support an increased TRIM rate because it would create further uncertainty regarding a policy that she considered settled at this time. She expressed her support for amending the resolution to include language referencing Fire Services if it was allowable.

Mayor Kuretski stated that he expected those that had prevailed in that settled policy, if it were in fact settled policy, to recognize that it does not compel him to agree with a millage that everyone else would want to go with, and that it was his prerogative to choose to go with a lower number. He emphasized the importance of transparency and that this discussion was just for the TRIM notice and not the actual budget discussions. He stated that in order to be transparent that if the Assessment was to be considered, the resident and commercial impact information should include the NAV Fire Assessment in future materials.

Councilor Sundstrom moved to approve Resolution 92-26, as amended; seconded by Councilor Guisinger; motion passed.

Kuretski
No

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

Mayor Kuretski confirmed with Mr. Reynolds that the vote did not need to be unanimous at this point.

PRESENTATION

2. 2026 Legislative Update — Jeff Atwater, Ballard Partners.

Mr. Jeff Atwater with Ballard Partners provided an update regarding the 2026 State Legislative Session and outcomes. He stated that it was an honor to advocate on behalf of the Town. He reviewed the recently approved State budget, which included funding reductions in areas such as capital expenditures on infrastructure, the Department of Corrections, and local government requests. He also highlighted significant investments in K-12 education, Everglades restoration, and land acquisition efforts. He shared insight into future state budgets, the stability of Florida's retirement system, and the State's credit rating, noting that the State of Florida is in very good shape.

Mr. Atwater next discussed the passage of Amendment 3, which is scheduled to appear on the November ballot and would require 60% approval by the voters. He provided historical information on constitutional amendments. He also noted that lawsuits have been filed regarding the clarity of the ballot language and title.

Mr. Atwater continued his update and provided an overview of the Town's legislative appropriation efforts, emphasizing the importance of the priorities established by Council, the work completed by Staff, and the partnerships developed throughout the process. He acknowledged the State Sponsors of the Town's requests, Senator Harrell, Representative Snyder and Representative Gossett-Seidman. He emphasized the extraordinary efforts by the Town and noted that the Town of Jupiter has a strong reputation in Tallahassee for getting things done. He then provided a brief overview of the six legislative appropriation requests that were approved by the Governor and included in the final budget, which totaled \$1,035,894. The approved projects included A1A Beachfront Drainage, Almas Place drainage, A1A Sawfish Bay, Seminole Basin Water Quality, High Speed Rail Safety Fencing, and the Toney Penna Drive and Central Boulevard Intersection. Mr. Atwater noted that after 25 years, having been in every position from the Florida House, Senate, CFO and Cabinet, that this was accomplished based on the reputation the Town has created over the years, the Council's strategic direction, and the quality of work of the Staff that prepared the documents.

Councilor Sundstrom expressed her appreciation to Mr. Atwater for his hard work and dedication. She thanked him for his continued efforts and recognized his unique understanding of the legislative process, the Town of Jupiter, and the North County community. She also expressed gratitude for his guidance and insight throughout the entire process.

Councilor Guisinger thanked Mr. Atwater, the Town's State Sponsors, Staff and Councilor Sundstrom for their efforts during the 2026 Legislative Session.

Councilor Sundstrom recognized and expressed gratitude to Ms. Kate Moretto, Assistant Town Manager, for her instrumental role in leading Staff during the legislative process and all of her guidance and efforts through the process.

Vice-Mayor Choy and Councilor Delaney thanked Councilor Sundstrom, Ms. Moretto, Mr. Atwater, and Staff for their dedication, commitment, and hard work throughout the 2026 Legislative Session. They also acknowledged the importance of Mr. Atwater's experience and knowledge of the community and North County.

Mayor Kuretski recognized the value of the customized legislative reports provided by Mr. Atwater and thanked him for his efforts throughout the legislative session. He too thanked Councilor Sundstrom, Ms. Moretto and Staff, noting the extraordinary team effort.

Mayor Kuretski asked Mr. Atwater for additional information on Amendment 3, specifically regarding the interpretation of the infrastructure definition and what it included, the limitations placed on local Ad Valorem funds, and the Amendment's language requiring a future schedule for the full elimination. He also asked if the Amendment allowed legislators to eliminate those taxes without returning it to the voters.

Mr. Atwater stated that he would follow up with Council and work with legislative staff to determine if additional documentation, legislative history, or discussions could provide clarification regarding the intent behind the amendment language.

3. JFRD Update.

Fire Chief Darrel Donatto started his presentation by providing an update on the Jupiter Firefighters who had deployed to Venezuela. Division Chief Ramirez and Captain Olsen, as part of the South Florida Urban Search and Rescue Team Task Force 2, deployed to Venezuela after two major earthquakes struck the area. Fire Chief Donatto played a video interview of the Team as they rescued a victim that had been trapped for eight days after the collapse of an 8-story building. Fire Chief Donatto noted that Division Chief Ramirez and Captain Olsen spent 12 days in Venezuela digging through rubble and climbing underneath collapsed buildings and expressed his sincere appreciation to the extremely brave gentleman for representing the Town of Jupiter.

Division Chief Ramirez expressed appreciation to the Council, Town Leadership, the Command Staff, and all of the families that were supporting them back home. He explained that he had been a part of the Task Force for 21 years and had been deployed many times both nationally and internationally. He stated that Venezuela was one of the worst he had seen with an incredible amount of damage in such a short period of time. Division Chief Ramirez provided a brief overview of the operations of the Team upon deployment. He stated that there was great effort from all 79 individuals, and he was privileged and honored to be a part of their leadership team.

Captain Olsen expressed the importance of having the support at home, especially from the families, and his appreciation of same. He stated that the entire mission took all 79 members, and they were fortunate to answer the call to help.

Fire Chief Donatto expressed his appreciation to the two firefighters. He continued to present his Department update to the Council. He provided an overview of the Fire Prevention and Community Risk Reduction, and introduced the newest Fire Inspector joining the team, Jason Funk. Mr. Funk expressed his excitement to be joining the Team and his appreciation for the welcome.

Fire Chief Donatto continued providing an update on Fire training, EMS training, and the Temporary Fire Station (move-in date tentatively set for end of July). He reported that JFRD remains on schedule and on budget.

Vice Mayor Choy and Councilors Delaney, Sundstrom and Guisinger expressed gratitude to Chief Ramirez and Captain Olsen, and for the department update.

Mayor Kuretski expressed his gratitude for how the department has been staffed. He stated that the Council had hoped that the coordinated effort in the transition would have been better with the County. He next inquired about the timing for the Gardens ride-a-longs, and Fire Chief Donatto stated the training schedule was forthcoming. Mayor Kuretski reiterated that he wished the transition with the County

was more practical, including the Plan Review transition. Fire Chief Donatto noted that the transition was moving forward cooperatively, and that Chief Rowley, Chief Woodside, and Chief DeRita have been incredibly helpful, and everything is going smoothly.

CITIZEN COMMENTS

Mr. Mark Watson, a resident of Sioux Street, discussed his concerns regarding the river behind Jupiter River Estates, he stated while tree trimming and debris removal had been completed, the area continued to have buildup. Mr. Watson suggested that dredging the river would be a more effective solution than continued tree trimming and asked Council to review the expenses and consider reducing costs for residents.

Mr. Albert Gyuricza, a resident of Blessed Isles Lane, expressed concerns regarding an unleashed dog he encountered while walking his dogs at night. He discussed current County Code provisions and those of the Town. He requested that the Town amend its ordinance code to require all dogs to be leashed when they are walking in Jupiter.

Ms. Linda McDermott, a resident of Chadwick Drive, recognized JFRD training efforts and emphasized the importance of continued funding for emergency services training. She said she did not support the proposed state property tax reductions, citing concerns about its impact on local governments.

Mr. Heath Wintz, a resident of Sioux Street, voiced his concerns regarding Jones Creek. He mentioned concerns that the mangroves had not been trimmed to the full extent allowed under the contract despite residents paying for maintenance through a Non-Ad Valorem Assessment. He also discussed bacterial levels and inquired what the path forward might be.

Mr. Nick Scafidi, a resident of Pawnee Street, believed that residents were being charged costs without having a voice in the process. He asked the Town to discontinue the assessments, refund residents, and ensure the project was completed properly.

Mr. Steve Mesagno, a resident of Sioux Street, stated that he felt residents were being assessed costs unfairly for mangrove maintenance. He said that he had maintained his mangroves and asked why he was being charged for trimming services that were not performed on his property. Mr. Mesagno proposed that assessments be based off the individual property rather than creek frontage.

Ms. Rosemary Saporito Keller, a resident of Sioux Street, discussed the decline of the waterway over the years due to sediment buildup and stated that the mangrove trimming was not completed as planned.

Mr. Eric Ellison, a resident of Colony Way, stated that the mangroves were not trimmed in front of his house and noted that other properties received little to no trimming. He suggested that the Town consider dredging as a long-term solution to restore water flow and improve the condition of the creek.

Ms. Elizabeth Clemow, a resident of Mohawk Street, submitted a comment card regarding the incomplete Jones Creek project, however, did not wish to speak.

Ms. Lynne Bernay, a resident of Colony Way, submitted a comment card regarding her concerns that Jones Creek was a health hazard, however, did not wish to speak.

Mr. Dave and Ms. Julie Love, a resident of Jones Creek Drive, submitted a comment card regarding the Jones Creek project agreement and related fees, however, did not wish to speak.

Mayor Kuretski expressed appreciation for the residents coming and voicing their concerns. He stated that Town Staff was gathering information that would allow the Council to have a dialogue about future steps. He noted that the Town of Jupiter made the decision to do the original trimming and Town funds were used, while other entities had declined to provide funding to support the efforts. He also reminded everyone that the fee that is being charged is to maintain the original trimming.

Councilor Sundstrom explained that the trimming is biannual. She expressed appreciation for how active the community is. She noted that there is some flexibility and the Council would work with the residents.

MINUTES

4. July 7, 2026, Town Council Meeting Minutes.

Councilor Delaney moved to approve the July 7, 2026, Town Council Meeting Minutes; seconded by Vice-Mayor Choy; motion passed.

Kuretski	Choy	Delaney	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

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

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

Kuretski	Choy	Delaney	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

5. Ordinance 29-26, Second Reading, Adoption of Fire Impact Fees.

Title for Ordinance 29-26 was read by Mr. Baird.

6. Ordinance 34-26, First Reading, *Quasi-Judicial*, Bears Club POA Maintenance Building – Planned Unit Development (PUD) amendment (Second Reading 8/18/26).

Ex-Parte Communications:

- Councilor Sundstrom spoke Staff.

Title for Ordinance 34-26 was read by Mr. Baird.

PUBLIC BUSINESS

7. Approval of Work Order #1 with Williamson Design Associates EPW2026-12A in the amount of \$275,440 for Fire Station 13 Renovation project design services.
8. **Resolution 2-26**, Approving a Unit Price Contract with Membrane Treatment Services, LLC for Membrane Services (W2608A) for an amount of \$400,000 for the Initial 2-year Term.
9. **Resolution 80-26**, Approving an Perpetual Easement Agreement with Loxahatchee River District for Fire Station 10 (Piatt).
10. **Resolution 81-26**, Approving an Perpetual Easement Agreement with Loxahatchee River District for Fire Station 12 (Cinquez).
11. **Resolution 84-26**, Approving a Maintenance Agreement between the Town of Jupiter and Jupiter Cove Condominium for Right-of-Way Maintenance.

REGULAR AGENDA

PUBLIC HEARING

12. **Resolution 72-26**, *Quasi-Judicial*, Shoppes at Jupiter – Site Plan Amendment to Revise the Architectural Elevations, Add an Enclosed Loading Dock, Modify Uses, and Reconfigure a Portion of the Parking Lot, for a 24.92+/- acre Property Located at 101 N. US Highway One.

Ex-Parte Communications:

- Mayor Kuretski spoke with Mr. George Dzama, Mr. CJ Lan, and Mr. Doug Koennicke, regarding traffic impacts from the project and solutions being proposed.
- Councilor Sundstrom spoke with Planning and Zoning (PZ) Staff regarding elevation, materials, PZ conditions, traffic solutions and visited the site.
- Councilor Guisinger visited the site.

The Town Clerk swore in 11 individuals.

Mr. Ken Tuma with Urban Design Studio, representing the Applicant, provided a presentation on the project and request, noting that the project was a significant change to the Shopping Center (Center). He reviewed the proposed improvements, including an overview of RAM Realty Advisors, a site area map, changes to the architectural style, modifications to the loading dock and dumpster enclosure, reconfigured parking to accommodate cart corrals and customer pickup spaces, proposed modifications to uses, stormwater and landscape improvements, enhancements to site landscaping, ingress and egress improvements, and concluded with a summary of the project.

Ms. Jenna Johnson, Planner, Planning and Zoning Department (P&Z), presented on behalf of the department. She provided an overview the Applicant's request and the

Staff report, noting that the Applicant's request was consistent with the Comprehensive Plan and the Town Code, subject to the conditions of approval included in the resolution. She explained that the subject property was originally approved before the Indiantown Road Overlay Zoning District, which has resulted in existing legal nonconformities. She also explained that due to the scale of the proposed redevelopment, the project was eligible for incentives per the Town Code and was not required to bring the entire site up to today's code requirements, but it was required to bring the site closer to conformance, which the Applicant had made efforts to do. She noted that Staff included conditions to further bring the property into conformance, such as landscaping and stormwater improvements.

Ms. Johnson also provided an overview of the access concerns noted in the Staff Report, identified primarily at the southeast entrance to the plaza, which was an access point that was anticipated to see greater use with the addition of the supermarket. She described the proposed roundabout designed by the Town's Engineer to address the access concerns. Ms. Johnson stated that to accommodate the design, Staff included conditions necessary for construction and utility easements. She also explained that the Applicant proposed a financial contribution to support the future completion of the roundabout based on their volume of traffic, which was included as a condition for Town Council consideration.

Councilor Guisinger asked about the results of the outreach conducted with the Ocean Park community. Mr. Tuma stated that they provided the Ocean Park community with an overview of the project and noted that their main focus was on the removal of a wall, traffic flow, trash removal and lighting.

Councilor Guisinger next asked whether the loading dock was sloped going down, so trucks would come in level with the first floor of Whole Foods. Mr. Tuma stated the loading dock was a high dock and stated that it would be level.

Councilor Guisinger also asked if the semi-trucks would be permitted to enter the plaza via the alleyway, or if they would be required to go all the way around and come east. Mr. Adam Kurr with Kimley-Horn explained that delivery trucks would enter the site from the east on Indiantown Road and then enter the back driveway. Councilor Guisinger inquired about how the delivery truck entrance requirement would be enforced. Mr. Kurr responded that enforcement would be through property management and is in tenant lease agreements. Councilor Guisinger then asked whether trucks would exit the site onto U.S. 1. Mr. Kurr confirmed they would.

Councilor Guisinger asked Staff how the Applicant's monetary contribution would be earmarked for the project. Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, explained that the funds would be placed into an escrow account and specified for the project. He inquired whether there was a timeline for the use of funds, and Ms. Thoburn stated that if a timeline was established as a condition of approval, then the funds would be subject to that timeframe, but there was no current timeline.

Councilor Guisinger also asked whether there was an estimated cost for the proposed roundabout. Mr. Kurr stated that they had worked with the Town Engineer and the estimated cost for the construction of the proposed roundabout would be approximately \$1 million, with an additional \$200,000 estimated for design.

Councilor Guisinger questioned Staff how the access to the plaza off of east Indiantown Road would be mitigated and also noted that the property was located within the Community Redevelopment Agency (CRA) area and asked whether a CRA project could go forward. Ms. Thoburn responded that the CRA Commissioners could provide direction to Staff regarding a project, and the timing would be based on their priorities. He stated that he would support the CRA moving forward with the project.

Councilor Sundstrom asked the Applicant to explain the differences between the proposed Town of Jupiter Whole Foods project and the Palm Beach Gardens (PBG) Whole Foods location, since they looked very different. Mr. Tuma stated that the contemporary, modern, and clean design aesthetic was intended to accommodate the double-story storefront appearance for the Jupiter project. Mr. Bob Webber of NWA Architecture also stated that the intent was to create a more contemporary appearance, enhance the image of Whole Foods as a modern grocer, and invigorate the plaza.

Councilor Sundstrom next asked if there were samples of the proposed materials. Ms. Johnson distributed the material samples for Council's review.

Councilor Sundstrom inquired about the portion of the wall that would be removed for visibility, and whether lowering the wall would be another option. Mr. Tuma stated that there are specific engineering criteria, one of which is a line of sight that is 36 inches from a vehicle. He noted that if the modification was acceptable to Staff, it would also be acceptable to the Applicant. He suggested that only one portion of the wall be reduced and stated they could work with the Town Engineer.

Councilor Sundstrom asked for clarification on whether the Applicant was okay with the restoration plan condition put in place by P&Z, since they had requested flexibility regarding the shade. Mr. Tuma stated that they agreed with all conditions except condition number three.

Councilor Sundstrom explained that she had discussed the CRA project with Staff and asked about the Applicant's anticipated timeline and expectations for the Center, including future tenants and any anticipated future changes. Mr. Tuma explained that as of today there would be no changes to the movie theater, noting that it was under a long-term lease. Councilor Sundstrom clarified that she was looking for high-level information just to have a better understanding of potential future traffic impacts. Mr. Maloney, the property owner, stated that Total Wine was expected to open in late 2027, with smaller shop tenants anticipated to begin opening around the same time. He noted that Whole Foods was expected to open in Spring 2028, with additional smaller tenants moving in between mid-2027 and mid-2028. He further stated that the goal was to downsize the theater by late 2028, and re-tenant the remainder of

that portion of the building. He expected the intensity of the use to go down and not up based on the parking code.

Councilor Sundstrom thanked Mr. Maloney for explaining the intensity of the proposed uses. She next asked Staff whether the Applicant's proposed financial contribution had been put together using a methodology by the Traffic Engineer, whether the contribution was required, and what mechanism would be used to assess traffic impacts from businesses in the area going forward. Mr. C.J. Lan, Traffic Engineer, stated that in principle a methodology needed to be determined, and the most common methodology pursuant to state statutes is the traffic concurrency methodology to determine the fair-share price proportion. He further explained that the roadway was not considered to be failing and provided a detailed explanation of why. Mr. Lan stated that the methodology used for this project was to assess the price share based on the net traffic impact coming from this particular development (Whole Foods), divided by the overall traffic entering into the future traffic control mitigation (proposed roundabout).

Councilor Sundstrom asked whether the southern strip mall would be required to provide a similar contribution if renovations were proposed in the future and whether additional contributions would be required for any future changes to the Center. Mr. Lan stated that if the mitigation improvements were not constructed and additional tenants were added, the Town could ask for additional contributions using a similar methodology. He explained that the funds would be placed into an escrow account for future construction, and any contributions from future tenants would increase the amount of funds available in the escrow account.

Councilor Sundstrom asked if one of the proposed traffic remedies, the elongated circle, noted as Attachment D, required a right-of-way from the Center. Mr. Lan confirmed that it did not. Councilor Sundstrom also noted that there were two alternative roundabout options and stated that the Applicant was not in favor of the one alternative where it would enter their property. She explained that the other option would potentially push traffic toward the southern property. She asked whether consideration had been given to initially implementing the elongated roundabout and transitioning to a roundabout as traffic volumes increased, and what the long-term vision was for addressing future traffic impacts. Mr. Lan stated that Staff originally proposed a dual lane roundabout, which would have intruded into properties on both the north and south side. He explained that while that configuration provided the best traffic operational performance, the impacts on the right-of-way and loss of parking made it an infeasible alternative. He further explained why the second roundabout alternative was not feasible as well, and that based on those considerations, option three was proposed as a compromise and is considered the best configuration, even though as a worst-case scenario it may increase the side-street delay. Councilor Sundstrom expressed appreciation for the explanation and commented that P&Z Staff had stated that it still needed to be studied further to determine feasibility.

Mayor Kuretski commended the Applicant, Consultants, and Town Staff for providing a complete package of information, which allowed him to have an understanding of the project and allowed him to focus on the key issues he needed to consider in making his decision. He particularly appreciated the estimated COD date for Whole Foods, as it represents the point at which the most significant traffic impacts are expected to occur.

Mayor Kuretski added that the thoroughness of the package refreshed his memory on many of the issues previously discussed, including the discussion a decade ago on ways to improve access into and out of the site, which ended with no solution. He commended Town Staff for continuing to pursue improvements rather than abandoning the effort and noted that even after the Planning and Zoning Commission meeting, Staff developed a plan that he believed was practical.

Mayor Kuretski next asked Mr. Lan or Mr. Dzama to confirm their understanding of several aspects of the proposed traffic improvements before he continued his remarks. He stated that based on his experience, Palm Beach County Traffic Performance Standards (TPS) approvals did not address site-specific ingress and egress because the County considered those to be a site plan issue for the local government. He emphasized that County approval should not be interpreted as approval of a site's access configuration, noting that this distinction is often misunderstood.

Mayor Kuretski explained that over the years he has observed the challenges associated with entering and exiting the site, particularly from the west. Referring to the traffic analysis, Mayor Kuretski commended the Applicant for the quality of the data presented. He noted that the proposed redevelopment would increase average daily traffic (ADT) by approximately 46%, morning (AM) peak-hour traffic by approximately 69%, and evening (PM) peak-hour traffic by approximately 77%, compared to existing conditions, which he stated was a significant traffic increase. He stated that the ADT and PM increases, which are a level of service F condition, could be attributed to the proposed change in use. Mayor Kuretski stated that he could not agree with and accept that the traffic impact was a Comprehensive Plan obligation. He further commented that he believed traffic to and from Indiantown Road could exceed the projections presented.

Mayor Kuretski expressed that he would be unwilling to support the proposed change without a solution to address the increased traffic impact. He voiced appreciation that the Town Staff had developed an engineering solution that he believed effectively addressed those concerns and asked Mr. Lan to confirm that his characterization of the traffic impacts associated with the proposed change in use were factually accurate. Mr. Lan confirmed.

Mayor Kuretski explained that the Town's fair-share contribution provision primarily addresses roadway improvements and does not specifically contemplate improvements to turning movements. He stated that the primary purpose of the elongated roundabout was to improve turning movements, which Mr. Lan confirmed.

Mayor Kuretski stated that the need for the traffic improvement was directly related to traffic generated by the two shopping centers to the north and south.

Mayor Kuretski explained that in order for him to support the project, he believed the elongated roundabout needed to move ahead because, in his opinion, as both an elected official and a professional engineer, he could not allow the project to happen without addressing the traffic impact.

Mayor Kuretski expressed appreciation for the Applicant's offer to contribute \$94,000 toward the improvement but stated that he did not believe the amount was fair because it was based solely on the ADT and did not account for turning movements and the 77% PM peak-hour increase. He added that if the project were to be approved, the Town should be committed to funding the remaining balance necessary to construct the improvement.

Mayor Kuretski returned to the open issues he believed needed to be resolved. Referring to Councilor Sundstrom's earlier question, in response to a resident's request to lower the height of the wall, he stated that, provided a lower wall did not impact site view, he believed the modification would be acceptable and asked the Applicant's to confirm. Mr. Tuma responded that a portion of the wall might need to be removed and reconstructed to accommodate the revision, but the remainder could be trimmed in height. The Applicant confirmed that they would work with the Town Engineer to determine the appropriate design and implementation.

Mayor Kuretski then returned to the issue of the Applicant's contribution toward the proposed traffic improvements. He reiterated that he could not support the application unless he was confident that the traffic solution could be implemented and that the Applicant's contribution represented a reasonable share of the cost. Mr. Tuma responded that the project team would need a brief opportunity to confer before responding to the Mayor's question regarding a potential increase in the Applicant's contribution.

Councilor Delaney asked for clarification on the anticipated truck ingress route, and whether delivery trucks would travel westbound and then turn into the rear of the Center. Mr. Kurr explained that trucks would not make a U-turn on Indiantown Road but instead would access Indiantown Road from A1A and circulate around the area. He noted that left turns are currently prohibited at that location.

Councilor Delaney asked whether the route would require trucks to travel through the Inlet District area or along the beach corridor. Mr. Kurr confirmed that trucks would need to circulate around until the proposed elongated roundabout provides the ability to make the left-turn movements required to access the site.

Councilor Delaney acknowledged the Applicant's efforts regarding stormwater filtration and asked whether all stormwater runoff from the parking lot would be directed into the mangrove area. Mr. Kenneth Rau of Thomas Engineering Group confirmed that all stormwater runoff from the parking lot goes through civil inlets and makes its way to the mangrove area through three separate outfalls. Councilor

Delaney asked whether the outfalls were currently clogged. Mr. Rau responded that the outfalls had been clogged, but the majority of the cleaning had taken place. He added that additional cleanup work was ongoing as the team continued to review videos.

Councilor Delaney commended the Applicant on the enclosed loading dock, noting that it provided safety benefits and improved protection for products. He next asked about the emergency generator capabilities for the proposed Whole Foods store, including the ability to withstand a hurricane event, the expected duration of operation, and the store's emergency preparedness policies. Mr. Maloney responded that generator requirements would likely be addressed as part of Whole Foods' standards but did not currently have the information available. Councilor Delaney asked whether Whole Foods had a policy for maintaining operations during a hurricane event, including fuel availability or connection to a natural gas system, to allow continued service to the community and delivery operations when possible. Mr. Maloney stated he was not certain of their specific policy.

Councilor Delaney then asked about the estimated cost of the proposed elongated roundabout and the basis for the Applicant's \$94,000 contribution. Mr. Garrett Watson, Assistant Director of Planning and Zoning, explained that the Applicant's contribution was based on a mutually agreed-upon methodology tied to traffic entering and exiting the side street. He stated that an 8% allocation was applied to the anticipated total project cost of approximately \$1.2 million. Councilor Delaney asked whether the proposed improvement would significantly improve traffic flow. Mr. Watson stated that based on the Town Traffic Engineer's evaluation, the proposed configuration would improve the safety of the necessary turning movements without requiring additional right-of-way. Councilor Delaney agreed that the improvement would make the turning movements safer.

Councilor Delaney next inquired about parking impacts associated with the proposed Whole Foods use, and if it would create a parking deficiency within the Center or whether the existing shared parking arrangement would accommodate the demand. Mr. Watson explained that the project includes shared parking and that the overall parking reduction is estimated to be approximately 5%. He added that the Town Code allowed Council to approve parking reductions of up to 25% and stated that the proposed reduction was relatively minor. He further noted that the mix of uses within the Center creates fluctuations in parking demand throughout the day.

Councilor Delaney stated that he agreed with Mayor Kuretski and would like to see a higher Applicant contribution toward the roundabout improvement. He confirmed that the anticipated total project cost was \$1.2 million. Mr. Watson clarified that the estimate included both design and construction costs.

Councilor Sundstrom asked Staff to clarify whether the proposed elongated roundabout was intended to accommodate not only passenger vehicle movements but also truck access to the site. She asked whether delivery trucks would be able to utilize the traffic improvement and avoid traveling through the Inlet Village area or

along A1A. Mr. George Dzama, Director of Engineering and Public Works, explained that the proposed elongated roundabout was currently shown as a schematic concept plan and would be subject to final engineering design. He stated that the final design would incorporate appropriate turning movements for trucks and emergency vehicles. Councilor Sundstrom requested that Attachment D be displayed so that Council and residents could view the same exhibit.

Mayor Kuretski explained that an earlier proposal would have required vehicles to travel farther east before making a U-turn, which he believed was not a practical solution. He noted that the current concept would provide a U-turn movement allowing vehicles to access the primary entrance rather than relying on the existing access into the rear of the shopping center.

Mayor Kuretski questioned whether the proposed roundabout design alone would address semi-truck access, noting that the roundabout was intended to accommodate general public traffic movements. He stated that even if the roundabout were designed to accommodate semi-trucks, trucks entering through that location would still need to maneuver through the shopping center to reach the rear loading area. He suggested that the Applicant clarify whether the internal site circulation would accommodate those movements.

Mr. Dzama emphasized that the proposed roundabout layout was a concept design only and would require full engineering for accessibility and safety. He noted that the design team would also evaluate the area to ensure that required access to the rear of the property and adjacent properties are maintained, and he anticipated that multiple alternatives would likely be evaluated during the early design phases.

Mayor Kuretski stated that if the concept were constructed as currently shown, a semi-truck would likely utilize the western entrance and then maneuver through the shopping center to reach the rear loading area. He requested that the Applicant's Traffic Engineer comment. Mr. Kurr responded that if the plan were constructed exactly as shown, delivery trucks would continue to enter from the east and follow the existing circulation pattern. He acknowledged that his prior statement required clarification and noted that additional alternatives could be evaluated during design to determine whether truck access could be improved.

Councilor Delaney asked about the typical timing of deliveries. Mr. Maloney responded that deliveries occur after 7:00 a.m. and explained that large delivery trucks generally arrive in the morning, while smaller delivery vehicles may arrive throughout the day. He noted that due to nearby residential areas, the agreed-upon delivery hours would generally be from 7:00 a.m. to 10:00 p.m.

Vice-Mayor Choy asked whether the Applicant and Staff had considered the existing traffic generated by the Maltz Jupiter Theatre and the church, and how those uses could impact east-west traffic movements. She expressed concern that overlapping peak periods, particularly during theatre events, could create additional traffic challenges. Vice-Mayor Choy stated that she still had concerns regarding the safety aspects of the proposed elongated roundabout and did not want to further comment

on that issue until she had a better understanding of the design. She emphasized the importance of considering existing businesses within the plaza, as well as potential future improvements to properties across the street that could generate additional traffic.

Vice-Mayor Choy then asked for additional information regarding the other tenants anticipated for the plaza, including clarification on what was meant by smaller retail uses and what types of businesses could be expected. Vice-Mayor Choy also asked whether any larger restaurants or new restaurant uses were anticipated as part of the redevelopment. Mr. Maloney explained that the proposed tenant mix would be similar to other grocery-anchored shopping centers in the area, such as Chasewood and other centers throughout Palm Beach County. He stated that potential tenants under consideration included a coffee shop, cosmetics retailer, service-oriented businesses, and other typical neighborhood retail uses. He added that fitness uses were also being explored, including the possibility of either a boutique fitness operator or a larger fitness tenant. He noted that traditional retail has become more challenging, but the Applicant anticipated attracting boutique retail tenants, including local and regional operators.

Vice-Mayor Choy next asked when construction would begin. Mr. Maloney responded that, upon approval, the Applicant would begin the permitting process and anticipated starting renovations toward the end of the year.

Vice-Mayor Choy stated that she also agreed with her colleagues regarding the Applicant's contribution toward the proposed traffic improvement and believed further discussion was needed regarding the amount. She also reiterated that she would like to see additional conceptual details regarding the elongated roundabout as the process moves forward.

Mayor Kuretski, noting his experience as a project manager, returned to the construction timeline and asked about the anticipated start of significant construction activity, including the timing of Beall's departure. Mr. Maloney stated that Beall's lease expires in April 2027. Mayor Kuretski noted that unless Beall's departure occurs earlier, the lease expiration date would likely drive the timing for major construction activities. Mr. Maloney agreed and explained that the anticipated Whole Foods opening timeline was based on that schedule.

Mayor Kuretski referenced the anticipated Spring 2028 opening date for Whole Foods and noted that the timeline appeared to allow approximately one year for construction. Mayor Kuretski then asked about the curbside pickup area and whether customer service would be provided from the side of the building rather than the front. Mr. Maloney clarified that the question related to how Whole Foods employees would deliver curbside orders to customers and stated that there would be an entry point on the side of the building near the front.

Mayor Kuretski asked whether that area would be covered and expressed concern that the revised building design appeared to reduce the existing overhang area. Mr. Tuma explained that although the roofline was changing, an overhang would extend

along the front of the building. Mr. Weber further explained that the design included a lower flat canopy located between the walkway storefront and the clear story above it. He also noted that an outdoor seating area was planned.

Mayor Kuretski then asked whether the Applicant had reached a decision regarding the contribution toward the traffic improvement following discussions among the parties. Mr. Kurr explained the revised methodology and calculation, and that the revised methodology incorporated existing illegal left-turn movements that had not been included in the previous calculation. He stated that these movements were considered because the proposed elongated roundabout would provide a safer and more formal method for those left-turn movements into the property. He added that the revised analysis considered not only ADT but also AM and PM peak-hour trips. Based on the revised methodology, the Applicant's proportionate share was calculated at 12.6%, resulting in a revised contribution of \$151,200. Mayor Kuretski asked Mr. Lan whether he agreed with the revised estimate and methodology, and Mr. Lan confirmed.

After confirming no citizen comment, Mayor Kuretski asked Mr. Tuma if he had any closing comments or arguments. Mr. Tuma stated that he did not have any additional comments and thanked the Council for their time and consideration that evening.

Councilor Sundstrom stated that she agreed with Mayor Kuretski regarding the Applicant's contribution and supported the new contribution amount, noting that it could be incorporated as part of a future motion. She stated that traffic should remain the primary focus of the project and emphasized that the necessary traffic improvements should occur concurrently with the redevelopment rather than after completion. She noted that the Town has been consistent in requiring improvements to be addressed alongside development projects, citing previous projects such as Bush Road. Councilor Sundstrom stated that she would support the CRA moving forward with the project, as discussed earlier, and looked forward to seeing how the roundabout design evolves. She acknowledged that additional discussions regarding access to the rear of the property and the adjacent condominiums could affect the final design.

Councilor Sundstrom also stated that, overall, she was supportive of the project but had additional concerns regarding the building elevation and architectural materials. She noted that the proposed contemporary style was acceptable but encouraged consideration of warmer materials, colors, and accents that would better reflect Jupiter's architectural character. Councilor Sundstrom referenced recent projects that incorporated natural materials with more inviting color palettes. She stated that the proposed gray color palette appeared cold and suggested exploring options such as warmer wood accents, additional planters, landscaping elements, and natural tones to create a more welcoming design.

Councilor Sundstrom stated that the Council has the authority to review elevation and emphasized the importance of ensuring that new development reflects the

character of the community. She asked whether her fellow Council Members and the Applicant would support incorporating design modifications to provide a warmer, more uniquely Jupiter aesthetic.

Mayor Kuretski noted that he has historically not focused heavily on building colors but acknowledged that color choices are important to many members of the community. He stated that if Councilor Sundstrom felt strongly about modifications to the building colors or materials, he would support requiring that item to return to Council for further consideration. He explained that the matter would be difficult to delegate without additional review and suggested that it could be included as a condition requiring the Applicant to work with Staff and interested Council Members to develop revisions for future Council approval. Councilor Sundstrom asked for clarification from Staff regarding what that process would involve. She stated that she did not want to delay the project but wanted to better understand what improvements could be made to ensure the design was a better fit for the community. Ms. Thoburn stated that if the Council's concern was related to building materials and colors, the Applicant already had material boards that could be modified to incorporate warmer tones, more natural colors, and additional natural stone elements. She stated that Staff could also evaluate opportunities to incorporate additional planters and landscaping elements along the front of the building where feasible. Ms. Thoburn noted that the review could focus specifically on the Whole Foods building while recognizing that the Center has evolved over time from its original indoor mall configuration. She stated that if the Council was comfortable with Staff handling the review, Staff could develop a condition of approval rather than requiring the item to return to Council. Councilor Sundstrom stated that she preferred that approach because she did not want to delay the project. She reiterated that her intent was to identify minor design modifications that would improve the project's fit within the community. She acknowledged that she may be in the minority on the issue but stated that the aesthetic character of development and how it reflects Jupiter was important to her and a topic about which she receives community feedback.

Councilor Guisinger asked whether Councilor Sundstrom was comfortable with the proposed architectural style, and Councilor Sundstrom confirmed that she was comfortable with the architectural style.

Councilor Guisinger stated that he supported the recommendation, including the revised Applicant contribution of \$151,200 toward the traffic improvement. He noted that traffic was his primary concern and expressed support for a potential future CRA project to improve access and public safety. He encouraged accelerating the design and potential construction timeline for the elongated roundabout so that the improvement could align more closely with the anticipated completion and certificate of occupancy for Whole Foods.

Councilor Guisinger commended the Applicant's presentation and stated that he appreciated the level of detail provided. He expressed support for the enclosed loading dock, sealed containers, additional landscaping improvements, shopping

cart corrals, and the drainage and water quality improvements designed to reduce impacts to the Loxahatchee River. He noted the importance of maintaining a routine maintenance plan to ensure those improvements continue to function effectively.

Councilor Guisinger reiterated that traffic remained his primary concern but stated that he believed the proposed elongated roundabout concept addressed that concern and represented a meaningful step toward improving access and circulation at the site.

Councilor Sundstrom added a note of appreciation regarding the proposed shopping cart corrals. She stated that the corrals were a positive improvement and that the Whole Foods location in Gardens does not currently have them. She explained that without designated cart corrals, carts can obstruct accessible parking spaces, occupy parking areas, and contribute to traffic circulation issues within a shopping center.

Vice-Mayor Choy stated that she wanted to reiterate the comments made by her colleagues and expressed appreciation for the level of detail provided by the Applicant. She commended the Applicant for the proposed landscaping improvements and willingness to consider additional enhancements, noting that those elements were important to the overall project.

Vice-Mayor Choy also highlighted the proposed drainage improvements and their benefit to the Loxahatchee River. She stated that improved parking lot drainage provides a better experience for residents and visitors and noted that she has seen challenges associated with other parking areas.

Regarding the Applicant's contribution toward the traffic improvement, Vice-Mayor Choy stated that she had hoped the amount would be higher but supported the proposed \$151,000 contribution. She also agreed with Councilor Sundstrom's comments regarding incorporating additional design elements to provide a stronger Jupiter character and avoid a more sterile appearance. She supported allowing Staff to work with the Applicant on those enhancements.

Vice-Mayor Choy stated that traffic and safety remained her primary concerns. She reiterated that she was still evaluating the elongated roundabout concept and asked that the impacts of existing nearby uses, including the Maltz Jupiter Theatre and the church, continue to be considered, as those uses could contribute additional traffic during different peak periods. She emphasized the importance of avoiding conditions that could create additional safety concerns or driver frustration.

Vice-Mayor Choy expressed support for the CRA efforts associated with the project and commended the Applicant for the presentation. She stated that she believed the redevelopment would be a benefit to Jupiter and expressed interest in the future tenants that would occupy the Center. She also noted the importance of tenant

longevity, stating that frequent turnover of smaller businesses can be challenging for both business owners and residents. She wished the Applicant success in attracting and retaining new tenants.

Councilor Delaney stated that he supported the project overall and believed the Center would benefit from increased activity, which could also positively impact on the other businesses within the plaza. He reiterated his appreciation for the proposed stormwater improvements. Councilor Delaney stated that he continued to have concerns regarding truck ingress. He noted that he did not have confirmation that trucks traveling eastbound on Indiantown Road would be able to access the rear entrance of the plaza and stated that this issue needed to be resolved before he could support the application.

Councilor Delaney also expressed concern that the Applicant's proposed contribution toward the elongated roundabout was insufficient. He asked whether the elongated roundabout had been previously contemplated as part of CRA planning efforts, as referenced by Councilor Guisinger, and stated that such discussions were new information to him. Mayor Kuretski clarified that the elongated roundabout improvement was not currently included as a project.

Councilor Delaney stated that he could not support the application as currently proposed. He expressed continued concern regarding truck circulation and access, noting that based on the concept shown, trucks would need to enter through the western entrance of the plaza and travel toward the front of the shopping center, which could create challenges in reaching the rear loading area efficiently. Councilor Delaney stated that he was uncomfortable with the possibility of redirecting truck traffic through Inlet Village or along the beach road. He reiterated that he did not want to unintentionally delay the project but remained unable to support the application without resolving those concerns.

Mayor Kuretski stated that Council shared concerns regarding increased semi-truck traffic through Inlet Village and the potential impacts associated with that route. He also reiterated his belief that the Applicant's contribution toward the proposed traffic improvement was insufficient.

Mayor Kuretski noted that while the Town's Engineering Director stated that the elongated roundabout could potentially be designed to accommodate semi-truck movements, such modifications could increase the overall project cost. He stated that if additional costs were necessary to achieve a beneficial solution, those costs should not be borne solely by the Town.

Mayor Kuretski stated that the elongated roundabout could still provide value but questioned whether accommodating semi-truck movements through that improvement was practical. He suggested that another potential option could be to add a condition limiting semi-truck access to a specific route. He noted that such a condition could eliminate certain turning movements and address concerns regarding truck traffic through Inlet Village.

Councilor Delaney asked whether it would be feasible for trucks to enter through the parking lot and safely access the rear loading area. Mayor Kuretski stated that he wanted to ask the Applicant to evaluate that possibility, noting that a condition requiring a specific truck route could potentially address Council's concerns. He explained that such a condition could be modified or removed in the future if the elongated roundabout were redesigned to accommodate the necessary truck movements.

Councilor Delaney stated that he was uncomfortable with the process of negotiating conditions during the discussion on the dais but acknowledged that his primary concern involved truck circulation. Mayor Kuretski clarified that he was seeking a potential condition that could mitigate the truck access concerns raised by Council.

Mr. Maloney stated that he wanted to ensure everyone had the same understanding of the current truck route plan. He explained that, regardless of whether the elongated roundabout was constructed, the Applicant had already agreed to a condition requiring delivery trucks to approach from the east. He stated that this requirement was included in the lease documents. Mr. Maloney further explained that trucks would enter from the east, make a right turn into the site, back into the loading area, complete deliveries, and exit via U.S. 1. He stated that the site geometry, building layout, and loading dock locations do not allow trucks to enter solely from U.S. 1.

Councilor Delaney stated that he understood the Applicant's position but reiterated his concerns regarding increased delivery traffic associated with the proposed Whole Foods use compared to the existing Beall's use. He noted that the new use would likely generate more frequent deliveries, including multiple semi-truck deliveries and additional smaller delivery vehicles. Councilor Delaney emphasized that he did not want delivery traffic routed through Inlet Village.

Mr. Maloney stated that he understood Councilor Delaney's concern and clarified that routing trucks through that area would not be a workable solution. Mayor Kuretski stated that he believed the concern was shared by the entire Council. He explained that, while he did not believe routing trucks through the middle of the property was a practical solution, he was attempting to identify a potential condition that could address the issue. He acknowledged that truck circulation remained an unresolved item and that a final resolution had not yet been identified.

Mr. Michael Trimble of RAM Realty Advisors provided clarification regarding truck routes. He stated that, pursuant to the lease documents, delivery trucks would be required to approach the site from the south and would not travel through the Inlet Village north of Indiantown Road. There was continued discussion about truck routes, origination of trucks, and concerns with trucks taking routes that were not appropriate for heavy truck traffic.

Councilor Guisinger questioned with all of the outstanding questions whether it would be appropriate to postpone consideration of the Item until Staff could further evaluate the issues. Mayor Kuretski stated that a continuation could provide an opportunity to

address the outstanding issues but recommended that Council identify all items requiring further review so that the scope of the continuation remained clear. Mayor Kuretski outlined the following items for consideration:

1. Aesthetic modifications - color, materials, or other aesthetic modifications.
2. Existing wall modification – potential removal or modification to the height of portions of the wall.
3. Applicant contribution for elongated roundabout.

Mayor Kuretski noted that majority of the Councilors believed the contribution to be too low, but that he was generally comfortable with the elongated roundabout concept as presented but expressed concern regarding semi-truck movements. He stated that if modifications to the design were necessary to accommodate semi-truck access, then those increased costs should be addressed by the Applicant. Mayor Kuretski suggested that the continuation would provide an opportunity for the Applicant and Staff to further evaluate whether the elongated roundabout could be designed to accommodate semi-truck access while avoiding truck travel along A1A or other routes that would be undesirable for the Town.

Mayor Kuretski asked Staff and the Applicant to provide an estimated timeframe for returning to Council with the requested information if the Item were continued.

Mr. Dzama clarified that the elongated roundabout concept was originally proposed by Town Staff and that the Applicant was amenable to the concept and willing to provide a proportionate share contribution toward development of the plans. He explained that the Town would maintain control over the project and the plan for accessibility. Mr. Dzama also stated that the Town could move the infrastructure project forward concurrently with the Applicant's redevelopment schedule. He emphasized that traffic is a priority for both the Council and Staff and noted that the project would need to be added to the CIP (Community Investment Program) for planning purposes.

Councilor Sundstrom noted that the condition then would have to be that the truck could make the left turn going east. Mayor Kuretski stated that he was not prepared to proceed with that condition at this time. He thanked Mr. Dzama for the clarification but expressed concern that the final project cost could increase beyond the \$1.2 million estimate, and that the Applicant's share would remain the same percentage.

Mayor Kuretski next stated that the feasibility of designing the improvement to accommodate semi-truck access had not yet been determined. He recommended that prior to returning to Council, the Applicant work with Staff to evaluate a design solution. Mayor Kuretski also stated that the proposed improvement addressed many of his concerns but emphasized that semi-trucks needed to be addressed.

Councilor Delaney reiterated the need to get it right. Mayor Kuretski again suggested postponing the Item to allow the Applicant and Staff to work together toward a solution.

Mr. Baird explained that pursuant to State law, if the hearing were to be postponed without a date certain for continuation, then the hearing would need to be re-noticed. He suggested that the Item be continued and re-noticed once a solution had been reached. There was a brief discussion on postponement versus continuation.

Councilor Delaney stated that resolving the outstanding issues would be in the Applicant's best interest, noting that denial of the application could result in significant delays.

There was a brief discussion with the Applicant about timelines and outstanding matters. Mr. Baird stated that the Item would be continued, and once the Applicant and Staff resolved the remaining issues, the hearing would be properly noticed and brought back before Council.

Councilor Sundstrom stated that the redevelopment represented a significant transition for this area of Town, which had not undergone substantial review in many years and would have notable traffic impacts. She emphasized the importance of ensuring the project is done correctly but also noted that they were excited about the project. Councilor Sundstrom further stated that the location serves as an important gateway to the beach and is a special area of the Town, stating that it benefited everyone to get it right.

Mayor Kuretski reiterated that the Council viewed the application favorably and was excited about the proposed project but emphasized the importance of ensuring the remaining issues were adequately addressed before approval. He stated that the Council's concerns were limited to the specific outstanding items identified during the discussion.

Councilor Delaney stated that traffic concerns are a significant issue for Town residents and noted that the area under discussion, including the location of the proposed elongated roundabout, is considered one of the Town's major traffic concern areas. He stated that the Applicant may not have been aware of the level of community concern but emphasized the importance of addressing the issue appropriately.

Councilor Guisinger moved to postpone Resolution 77-26; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC BUSINESS

13. Resolution 100-26, Opposing Palm Beach County's Proposal for Paid Parking at Public Beaches.

Ms. Kate Moretto, Assistant Town Manager, provided an overview of the resolution and the Town's position on the County's proposal for paid parking at public beaches.

Mayor Kuretski noted that even though the County had taken steps on the matter, he thought the issue could come up again and he thought that it was important to send the resolution and the letter. He briefly discussed the policy to have free paid parking along the Riverwalk when the Town completed that project and explained that the Town has had a long-standing position that residents should be able to enjoy a park without having to pay. He noted that it was the Town's opportunity to emphasize the Town's policy and expressed gratitude for the inclusion of the Comprehensive Plan reference in the documents.

Councilor Sundstrom stated that she had watched the latest Commission meeting, and thanked Commissioner Marino for reversing her course, but that the Commissioners had expressed that they initially believed Jupiter residents had wanted the paid parking. It was not until after receiving over 2,000 emails did the Commission change direction. She thought it was helpful to inform the Commission of the Council's opposition and provide context. Councilor Delaney stated that when he joined Council, the position was that Jupiter's beaches were open and free, and he thought revenue could be generated elsewhere.

Mayor Kuretski noted that due to social media conversations, he could see where there could be some misunderstanding. He explained that once it was stated it would be free for residents, there was a positive response, but there was no thought about the practicality of charging visitors and enforcement.

There was continued discussion among the Councilors about enforcement issues, jurisdictional matters, collecting on tickets and funding, and logistical concerns.

Councilor Delaney stated that having paid parking would not solve any issues, noting that during the season the beaches would still be very busy and there would still be parking issues. He expressed concerns with charging people too much to come here, and that people would only pay so much.

Mayor Kuretski stated that he thought the letter and resolution covered all of their concerns but asked for one topic to be added to the resolution in case the documents were separated, which was that there was no feasible way to allow residents to park for free but not others. He described how many years ago the Sheriff decided that they were not going to patrol County parks, and the Jupiter Police Department (JPD) had to take over patrolling County parks in the area and has done so ever since. Mr. Frank Kitzerow, Town Manager, confirmed and noted that JPD does not have the capacity to enforce paid parking at the beach. There was a brief discussion and consensus on providing direction to modify the resolution.

Councilor Sundstrom moved to approve Resolution 100-26, as amended; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Choy
Yes

Delaney
Yes

Guisinger
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY –

- Neighborhood Nuisance – Mr. Baird reported that a lawsuit had been filed to address the outstanding nuisance involving an excessive number of cats at a property, and that a motion for temporary injunction would be filed the next week.
- Station 16 – Mr. Baird stated that talking points had previously been distributed in case Councilors wanted to discuss the matter with County Commissioners, and that he was available to discuss them beforehand if needed.
- Thursday's Property Tax Reform Workshop – Mr. Baird requested to be excused from the Workshop, and Mayor Kuretski confirmed his excusal.

TOWN MANAGER –

- Jones Creek - Mr. Kitzerow reported that he had spoken to Mr. Heath Wintz extensively earlier in the day about the project. He noted that he offered Mr. Wintz the opportunity to be involved from the beginning with the next trimming, which would take place in approximately 18 months. He also reminded the Council that the project was a trimming project and not a dredging project, and that in the beginning the residents had decided that dredging would be too costly. He explained that the purpose of the project was to address the water quality and the desired outcome was to remove exotics, trim mangroves, and cleanup debris in the creek. Mr. Kitzerow reported that the Loxahatchee River District, as an independent reviewer, had performed an assessment based on drone footage, and found remarkable results associated with the project, including the 100% increase in canopy opening, and the doubling of light reaching the creek surface, among other improvements. He stated that the Town continues to meet the desired outcomes of the plan and will proactively include Mr. Wintz at the start of the next trimming, unless Council directs otherwise.

Vice-Mayor Choy inquired when the contract for trimming would end. Mr. Kitzerow responded that there is a current contract, and another trimming was scheduled, but the contract could be cancelled if Council desired.

Mayor Kuretski requested a report so that there could be future dialogue. He agreed that it has been a very successful project, but that it appeared residents had concerns about the interpretation of the contract, enforcement of contract conditions, and associated costs. He asked for the issue to be addressed, which would allow the Council to decide whether to proceed with the next round of trimming or not. Mr. Kitzerow confirmed that he would provide the requested information in the Friday report.

- Village of Tequesta ILA - Mr. Kitzerow reported that the Village of Tequesta had approved an Interlocal Agreement (ILA) for Fire and EMS mutual aid with the Town, and that the ILA would come before the Council for consideration in August.
- Annual Employee Awards – Mr. Kitzerow recognized the following individuals:
 - Human Resources Department – Team of the Year.

- Roger Held, Senior Director of Community Development – Leader of the Year.
 - Tyler Alonzo, Information Systems Department – First Light Award.
 - Sandy McCready, Community Relations – Employee of the Year.
- Connect with Council - Mr. Kitzerow provided a reminder that on Wednesday, July 29, Council will host its next Connect with Council at 9:00 am in the Town Hall Community Room.
- JPD & JFRD Joint Training - Mr. Kitzerow reported that from Monday, July 27 through Wednesday, July 29, the Jupiter Police Department and Jupiter Fire Rescue Department will conduct joint active assailant training at Beacon Cove Elementary School. This training is conducted every year in anticipation of school starting.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS – NONE

ADJOURNMENT – 10:56 P.M.

Merriane Lahmeur, Town Clerk



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL WORKSHOP
TOWN COUNCIL CHAMBERS
THURSDAY, JULY 23, 2026**

Mayor Kuretski called the meeting to order at 6:00 P.M.

Roll Call: Mayor Jim Kuretski; Vice-Mayor Phyllis Choy; Councilor Dan Guisinger; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; and Town Clerk Merriane Lahmeur. Councilor Ron Delaney arrived at 6:14 P.M.

1. Discussion on State Property Tax Reform.

Mayor Kuretski explained that the workshop was to allow Council the opportunity to discuss the potential implications of the proposed ballot Amendment regarding state property tax reform, which would be voted on in November. He also stated that the workshop would provide the Council with an opportunity to voice concerns regarding the Amendment and its potential impact on the Town and how the Town might respond if approved. He expressed that they were all deeply concerned about the impact.

Mr. Scott Reynolds, Chief Financial Officer, provided a brief overview of House Joint Resolution 1-F, Save Our Homes from Excessive Property Tax Now, also referred to as Amendment 3. He reviewed the history of the legislation, its timeline, voter approval requirements, and the related companion legislation, Senate Bill 4-F.

Mr. Reynolds next reviewed the proposed changes primarily to the homestead exemption, explaining that the current \$50,000 homestead exemption would be replaced with a \$150,000 exemption beginning in Fiscal Year 2028 (FY2028), increasing to \$250,000 in Fiscal Year 2029 (FY2029), with increases annually after that based on the CPI. He also discussed the unspecified requirement that there be a future schedule for the possible elimination of property taxes, noting that portions of the language remained subject to interpretation. In addition, he explained that new Florida residents would be required to wait five years as homesteaded property owners before receiving the full exemption benefits.

Councilor Guisinger asked if the 31% of homesteaded properties with assessed values below \$250,000 would no longer pay taxes while continuing to receive services from the Town, and Mr. Reynolds confirmed that those qualifying properties would be exempt, with the remaining taxpayers bearing the balance of the tax burden.

Vice-Mayor Choy asked if individuals who had rented a residence in Florida before purchasing a home would qualify the five-year waiting period. Mr. Reynolds explained that the waiting period applied only after a property owner established a homestead exemption.

Mayor Kuretski expressed concern regarding the potential future elimination of property taxes without additional voter approval. He stated that, based on his interpretation of the legislation, the Amendment could authorize the Legislature to eliminate property taxes in the future without returning the issue to the voters. He also noted that once a homesteaded property qualified for the exemption, annual valuation increases would continue to be limited under the existing Save Our Homes provisions. He explained that anyone who was exempt based on the \$250,000 threshold would remain exempt because the property's assessed value could only increase by the CPI or 3%, whichever was lower.

Councilor Sundstrom asked if municipalities with a greater percentage of exempt properties could face financial instability or insolvency, potentially affecting regional partnerships, mutual aid agreements, and shared fire rescue services. She also inquired if those municipalities might be forced to reduce services, creating impacts on neighboring communities. Mr. Reynolds responded that it would require ongoing discussions between local governments. Councilor Sundstrom also questioned how municipalities or counties who may lose their budget due to insolvency would respond to hurricanes or other emergencies if they lacked sufficient local funding. Mr. Reynolds responded that those issues were not addressed. Councilor Sundstrom voiced concern that municipalities or counties facing financial uncertainty could struggle to fund emergency responses especially when federal reimbursements are often delayed.

Vice -Mayor Choy discussed her concerns regarding the language of the proposed Amendment and the uncertainty surrounding its implementation.

Councilor Delaney asked if there had been any explanations from Tallahassee on what would happen if Counties or Towns became insolvent. Mr. Reynolds responded that there were no explanations, but in previously proposed legislation there had been discussions about possibly having a pool of funds available to help. Mayor Kuretski emphasized that the Town has been fiscally prudent but noted that, over time, the Town could potentially face similar financial challenges.

Mr. Reynolds continued his presentation by explaining that the proposed homestead exemption changes apply to non-school Ad Valorem taxes and would not affect Non-Ad Valorem assessments, including fire rescue, stormwater, solid waste, street lighting, and other parcel-based Assessments. He also explained that the legislation would reduce the annual assessment cap on non-homesteaded properties from 10% to 5%. Mayor Kuretski explained that schools received a carve out because the State had a responsibility to fund schools.

Councilor Guisinger asked which Special Districts serving Jupiter would be affected by the proposal. Mr. Reynolds stated that he would follow up with a complete list of affected Special Districts.

Councilor Sundstrom reviewed her property tax bill and noted that her Assessment from the Northern Palm Beach County Improvement District was a Non-Ad Valorem fee. She discussed the difference between Non-Ad Valorem Assessments and millages, noting that entities such as the Jupiter Inlet District and the Health Care

District relied on Ad Valorem millages and would be impacted. She also noted that the Health Care District funded services which included public school nurses, trauma care, and emergency helicopter services.

Mr. Reynolds continued his presentation and reviewed the categories for which Ad Valorem revenues could be used under the proposed legislation, including public safety, education, infrastructure, natural resource projects, local bonds, retirement benefits for local government employees, and governmental operations.

Mayor Kuretski discussed the Amendment's definition of infrastructure that appeared to be limited to road and bridge construction and maintenance, and stormwater control, rather than the broader definition usually used by local governments. He also stated that he believed existing bond obligations would remain protected, however, the language appeared to limit the ability of local governments to issue future bonds.

Mr. Reynolds next reviewed Senate Bill 4F, which modified the Truth in Millage (TRIM) process by eliminating the per capita personal income growth factor from the millage rate calculation. He explained that the rollback rate would become the maximum millage rate that could be approved by a simple majority vote and noted that a millage rate above the rollback rate, up to 110%, would require a supermajority vote while any rate above that would require a unanimous vote. Mr. Reynolds briefly discussed impacts on the Town's revenue and provided an explanation of why the Town's millage rate was increasing this year, which was due to the first year of Fire Rescue.

Councilor Sundstrom stated that the purpose of the workshop was to educate residents on the potential impacts of the proposed changes and asked Mr. Reynolds to explain what a mill represented. Mr. Reynolds explained that one mill equaled \$1 of tax for every \$1,000 of taxable assessed value and that the Town's millage rate was applied to a property's taxable value. Councilor Sundstrom noted that the Town's current millage rate was \$3.58 per \$1,000 of taxable value. There was continued discussion on the new voting requirements and impacts. Councilor Sundstrom noted that adopting the rollback rate each year, without indexing for inflation or accounting for increasing costs, could gradually erode the Town's revenue over time if it was not subsidized.

Councilor Sundstrom and Mr. Reynolds discussed that this year's numbers for the millage and rollback rate would not be comparable, because of the Town's restructuring of fire services, and that while that change would result in a savings to taxpayers, she believed the restructuring made Fiscal Year 2026 (FY2026) an atypical example for evaluating the long-term effects of adopting the rollback rate each year.

Councilor Delaney asked how a Non-Ad Valorem Assessment would appear on the property tax bill. Mr. Reynolds explained that it would be listed at the bottom of the bill with the other Non-Ad Valorem Assessments and Fees. It was noted that those Assessments would not be impacted by the Amendment.

Vice-Mayor Choy asked for clarification regarding the Fire Rescue millage and this year's increase, specifically whether the Town would still realize the projected \$10

million in first-year savings. Mr. Reynolds confirmed that the Town would still achieve approximately \$10 million in savings during the first year.

Mr. Reynolds next discussed the projected fiscal impact of the legislation and thanked the Palm Beach County Property Appraiser's Office for providing municipalities with impact data shortly after the legislation was passed. He explained that Staff has used this data to evaluate the potential effects on the Town of Jupiter. Based on the FY2026 final taxable values, the Town is projected to lose approximately \$4.4 billion, or 24.13% of its taxable value by FY2029. The estimated reduction includes approximately \$1.5 billion in FY2028 and \$2.9 billion in FY2029, resulting in an estimated \$16 million reduction in revenue. Mr. Reynolds noted that the majority of the Town's tax revenue is based on property valuations, which are currently high. However, as properties are sold and ownership changes, taxable values will fluctuate, affecting future revenues.

Mr. Reynolds further explained that the fiscal impact of reducing the non-homestead assessment cap from 10% to 5% had not yet been determined. He noted that previous proposed legislation included a backstop to offset revenue losses experienced by local governments; however, that provision had been removed from the current legislation, eliminating a mechanism that had helped communities mitigate lost revenue.

Mayor Kuretski said he would like it noted under revenue impacts, as a reminder that under the existing the Save Our Homes Amendment, homesteaded property evaluation increases were capped at the lower of 3% or CPI. He noted historically we have seen more inflation than 3% and we were capped at 3%, and Mr. Reynolds stated that the highest inflation in the last five years was 9.9%.

Mayor Kuretski explained that for homeowners in the Town of Jupiter, who have maintained a homestead exemption over the past 10 years, their property tax increases have totaled approximately 5.1%, compared with 35.2% inflation during the same period. He stated that constitutional protections for homesteaded properties have limited tax increases and expressed his view that the State was emphasizing homestead tax relief even though those protections were already in place.

Mayor Kuretski noted that the proposed legislation is projected to reduce the Town's revenue by approximately \$16 million. He contrasted that impact with the Council's decision three years earlier to establish JFRD, which is expected to save the Town approximately \$10 million in its first year, while allowing for a 10.1% reduction in the Town's overall millage rate. He stated that the Town has been a responsible steward of taxpayers' dollars by implementing efficiencies and reducing costs before considering revenue increases. Mayor Kuretski commended the entire Town Staff for their teamwork in successfully implementing Jupiter Fire Rescue Department (JFRD) and achieving the anticipated savings.

Councilor Delaney commented that the Town already operates with a lean staff and expressed that the Town was fortunate not to have continued under the Palm Beach County Fire Contract next year, given the increasing costs associated with that arrangement.

Councilor Sundstrom agreed that establishing JFRD resulted in significant savings and acknowledged that the implementation was a substantial undertaking. She stated that Council had two primary goals, which were to educate residents about the proposed legislation and to respect the voters' decision once it is made. She explained that Council was discussing available options with a continued focus on residents. Referring to the FY2026 Town Budget at a Glance, she noted that the Town's total budget was approximately \$190 million in funded expenditures. She observed that the projected \$16 million revenue loss did not appear to represent a large portion of the overall budget and asked for an explanation on the scale of the impact.

Mr. Reynolds explained that the \$190 million figure represents the Town's total budget, including the Community Investment Program (CIP), Water Utility Fund, Building Fund, and other Funds that were not the subject of the current discussion. He noted that Utility operations generate their own revenues and are accounted for separately from Ad Valorem tax revenues. He also explained that a portion of the budget reflects the Town's five-year CIP. Mr. Reynolds added that he had heard confusion about the proposed legislation's impact on Enterprise Funds and clarified that Enterprise Funds are self-supporting and do not rely on Ad Valorem tax revenues.

Councilor Sundstrom asked whether the \$190 million budget consisted of multiple separate funds with restricted purposes, such as the Utility Fund, whose revenues cannot be used for other governmental purposes. She further asked whether the Utilities Department could loan money to the Town's General Fund. Mr. Reynolds explained that some Funds could be used for certain purposes; however, other funds were restricted and could not be used to subsidize the Town's general operations.

Councilor Sundstrom noted that the Town has numerous restricted funds, and asked which funds would be impacted by the proposed revenue reductions. Mr. Reynolds discussed that the General Fund is the largest recipient of Ad Valorem revenue. He noted that if the Town moves forward with a Non-Ad Valorem Fire Assessment, the Fire Fund would be accounted for separately. He added that JFRD was currently the second largest recipient of Ad Valorem funds, with the CIP being the third largest area supported by those revenues.

Councilor Sundstrom noted that the General Fund included departments such as Police, Fire, capital projects, Finance, Human Resources, and Code Compliance. She noted that these areas would be impacted by potential reductions, while things like the Water Utility would not be affected. Mr. Reynolds noted that the Water Utility Fund, Stormwater Utility Fund, and Building Fund generate their own revenues and would not be impacted by reductions to Ad Valorem revenue.

Councilor Sundstrom stated that if the Town protected certain services, such as Police and Fire, at 100 percent, it would create a multiplier effect and require steeper reductions in other Town operations not being protected. Mr. Reynolds confirmed that was correct. Councilor Sundstrom stated that providing this information was important due to the amount of misunderstanding surrounding the issue. She noted that she continued to learn more about the impacts each day and stated that if the Town protected any area at 100 percent, the burden would not be shared evenly across all operations.

Vice-Mayor Choy asked what portion of the \$190 million total budget was funded through Ad Valorem revenue. Mr. Reynolds stated that Ad Valorem revenue accounted for approximately \$21 million. Vice-Mayor Choy noted how important it was for residents to be educated on which services could be reduced or eliminated if the Amendment passes.

Councilor Sundstrom explained that municipalities often rely on one another through interlocal agreements and partnerships. She noted that the Town's agreements with the Palm Beach County School District, including those related to recreational facilities, could be impacted depending on future decisions. She also emphasized that Town departments are interconnected and that impacts would not be limited solely to financial reductions. As an example, she noted that the Police Department relies on Human Resources for recruitment and hiring support and highlighted the significant effort required by Human Resources during the establishment of JFRD and the hiring of its personnel. Councilor Sundstrom stated that the potential impacts extend beyond direct budget reductions and include the broader interdependencies among Town departments and partnerships with other governmental entities.

Councilor Delaney stated that the discussion reinforced the importance of protecting public safety services. He asked where Parks, Recreation, and Public Works fit within the Town's funding structure and whether those departments were included in the General Fund. Mr. Reynolds explained that those services, including roads, Public Works, and the Engineering Department, are all funded through the General Fund and are not Enterprise Funds. Councilor Delaney asked if those Departments would essentially be competing for available funding and scrambling to secure the dollars needed to support their operations. Mr. Reynolds replied that those departments would have to bear a larger share of any budget reductions if the Town decided to trim spending and Police and Fire were exempt from the cuts.

Mayor Kuretski added that, in response to Councilor Delaney's comments, the proposed legislation provides some protection for road maintenance and infrastructure funding, acknowledging the importance of those services. However, he emphasized that the legislation does not preserve the flexibility local governments need to address community priorities.

As an example, Mayor Kuretski explained that the Town contributed approximately \$4 million in Ad Valorem tax revenue to the Florida Department of Transportation (FDOT) to accelerate improvements to Indiantown Road. He noted that, in the past, the State, County, and municipalities each funded and maintained their respective roadways, but that has changed as the State has faced funding limitations. Without the Town's financial contribution, the project would likely have been delayed for many years.

Mayor Kuretski acknowledged that some may argue the project was outside the Town's responsibility, but that the investment significantly reduced traffic congestion for residents. He stressed that this type of local decision-making reflects the purpose of local government using local tax dollars to address community needs. He expressed concern that the proposed legislation would severely limit the Town's ability to make similar investments in the future, despite providing some protection for road funding, because it does not adequately preserve local governments' flexibility to respond to local priorities.

Vice-Mayor Choy stated that Jupiter's quality of life is the reason many people choose to live in the Town. She explained that residents value the services the Town provides, including local investments that help offset gaps in state funding, because those investments directly enhance the community and maintain the high quality of life residents expect. Mayor Kuretski added that local elected officials are accountable to the community, noting that if residents disagree with the decisions the Council makes, they have the ability to vote them out of office.

Councilor Delaney stated that local elected officials have firsthand knowledge of the Town's needs and are in the best position to determine when it is appropriate to fund projects such as the Indiantown Road improvements. He expressed concern that shrinking revenues would reduce the Town's financial flexibility to make similar investments in the future. He concluded that the proposed legislation could create numerous unintended consequences that the Town would have to navigate moving forward.

Mr. Reynolds next discussed several potential funding sources the Town could consider offsetting the projected \$16 million reduction in Ad Valorem tax revenue over time. He emphasized that the projected decrease would occur incrementally over a two-year period and that Staff's objective was to identify revenue options that are within the Town's control. Mr. Reynolds explained that one option would be to establish new Non-Ad Valorem Assessment Fees. Another would be to increase Town user fees to achieve full cost recovery for services such as recreation programs, facility rentals, false alarm responses, engineering review services, and planning and zoning reviews. He noted that these are fees that are deposited into the General Fund and could help replace some of the Ad Valorem tax revenue that may be lost.

Mr. Reynolds also explained the possibility of creating property-based assessment programs to fund neighborhood-specific improvements, such as sidewalk construction, road repaving, and other infrastructure projects. As an example, he explained that the Town currently funds its annual street maintenance and repaving program with Ad Valorem tax dollars. While the Town could continue funding major arterial roads, neighborhoods requesting improvements such as repaving or sidewalk construction could potentially pay for those projects through a special property assessment.

Mr. Reynolds also identified reducing the annual CIP contribution as another potential strategy. He explained that the current allocation dedicates approximately 85% of Ad Valorem tax revenue to General Fund Operations and 15% to capital improvements. During previous recessionary periods, the Town temporarily adjusted that allocation to a 90/10 split. If implemented using today's figures, such a change would redirect approximately \$2.2 million from the CIP to support General Fund operations.

Mr. Reynolds also noted that the Town could consider reinstating its former business license fee, which previously generated approximately \$500,000 annually. However, he cautioned that administering the program would require staffing and associated operating costs.

Another option, Mr. Reynolds explained, would be to borrow funds for capital projects rather than paying for them entirely with current revenues. He noted that the Town has traditionally followed a pay-as-you-go approach for funding CIP projects and only borrowed money in recent years for environmentally sensitive land acquisitions that had been approved by voter referendum. He added that the Town had also borrowed for capital improvements in the past and has since retired that debt. Borrowing for future capital projects could free up Ad Valorem tax revenue for General Fund operations.

Mr. Reynolds discussed incrementally increasing the millage rate as a potential revenue source. He stated that he had calculated the rate that would be required to replace the full projected \$16 million revenue loss and determined that the millage would need to increase to approximately 4.4750 mills, based on projected 2029 taxable values. He emphasized that any increase could be phased in over the two-year period. Mr. Reynolds noted that they would not have to rely only on one option, but that the Town could use a combination of these options to mitigate the projected revenue loss. Councilor Guisinger asked Mr. Reynolds to confirm that when he was referring to other colleagues, that he was referring to his counterparts in other municipalities, and Mr. Reynolds confirmed. Councilor Guisinger stated he wanted to ensure that residents understood that.

Mayor Kuretski emphasized that the Town's concerns were not an overreaction but reflected a genuine concern about the potential loss of local government flexibility and the principles of home rule. He stated that residents have expectations regarding the services and quality of life the Town provides, and that limiting local decision-making could significantly impact the community. He provided examples of local decisions that reflect Jupiter's values, including the development of Riverwalk. He explained that the Town's Comprehensive Plan calls for no paid parking at Riverwalk, and despite nearby facilities such as Harbourside having paid parking, the Town intentionally kept parking free so families could enjoy the area without cost barriers.

Mayor Kuretski also mentioned the Town's recent opposition to the County's proposal for paid parking at beaches, noting that the Town Council had passed a resolution and sent a letter to Palm Beach County opposing any paid parking proposal. He stated that these types of decisions that implement such measures would be viewed only as a last resort because they could fundamentally change the character of the community.

Regarding potential increases to recreation fees and moving toward full cost recovery, Mayor Kuretski cautioned that such changes could make programs unaffordable for some families. He explained that while fee increases are possible, the Town must consider the broader impacts and maintain a balance. He also stated that these discussions were premature and were only being considered as part of understanding the difficult choices that could result from reduced revenues. He emphasized that these items represented the quality-of-life priorities that should remain under local control. Mayor Kuretski also addressed the possibility of reinstating the business license fee, noting that the Town eliminated the fee during COVID as a way to support local businesses. He said that bringing the fee back would be a difficult decision.

Mayor Kuretski continued to discuss concerns regarding the impact of the proposed referendum and explained that he learned through League of Cities presentations that the rollback calculation accounts for the loss of taxable value by increasing the millage rate to generate the same revenue, which effectively shifts costs to taxpayers, businesses, and renters.

Mayor Kuretski expressed concern that the Amendment could also have unintended consequences, particularly regarding the future use of voter-approved referendums. He noted that the Town has historically relied on voter support for major initiatives, including the acquisition of parks and environmentally sensitive lands, and that the last two referendums passed with approximately 71% and 74% voter approval. He questioned whether future Ad Valorem tax referendums could face legal challenges. He explained that individuals who would be exempt from paying property taxes would be allowed to vote on tax increases affecting other property owners. He stated that this could potentially limit one of the important tools available for communities to address local priorities through voter-approved decisions. Mayor Kuretski reiterated that these concerns were not an attempt to create unnecessary alarm, but he did want to express concern that this could be an unintended consequence of the legislation that lawmakers may not have fully considered.

Councilor Sundstrom stated that the discussion provided another example of the interdependency between the Town and Palm Beach County. She noted that the County will face its own financial challenges, potentially including a greater burden if it experiences funding reductions while also assuming additional responsibilities. Councilor Sundstrom referenced the Town's recent resolution and letter opposing all paid parking within Jupiter. She explained that implementing paid parking, whether for residents or non-residents, could negatively impact existing Town parking areas near the beach. She expressed concern that visitors may avoid paid parking areas and instead utilize free Town parking lots, including spaces near local businesses, creating additional parking pressures within the Town. She added that addressing these types of impacts would be a significant challenge and is not entirely within the Town's control because local governments operate within an interdependent system. She emphasized that decisions made by the County or other jurisdictions can directly affect municipalities and their residents.

Mr. Reynolds thanked Councilor Guisinger for asking him to clarify his earlier statement. He explained that the Amendment being discussed was one of the most significant issues that he and his fellow colleagues, other Finance Directors and Chief Financial Officers, would be facing in the future. He stated that they felt it was their responsibility to collaborate and network with one another to identify potential solutions.

Mr. Reynolds noted that the list of options presented was intended to generate discussion and provide ideas for consideration and deliberation by the Town Council, rather than represent specific recommendations or decisions. He thanked Councilor Guisinger for the opportunity to provide that clarification.

Mr. Reynolds continued discussing potential funding sources that are within the Town's control. He explained that one option could be to rebate a portion of the Community Redevelopment Agency (CRA) tax increment back to the Town. He noted

that, at the end of the calendar year, if there are remaining CRA funds, those funds could potentially be returned; however, the rebate would need to be distributed to both the Town and Palm Beach County.

Mr. Reynolds also discussed the potential use of existing Reserves as a temporary funding measure. He explained that Reserves could provide a one-time source of funding if a short-term bridge was needed, while the Town implemented programs or identified additional recurring revenue sources. Additionally, Mr. Reynolds identified existing escrow funds as another potential source. He stated that the Town currently has approximately \$3 million in accumulated escrow funds, some of which date back many years. He explained that these funds often come from development-related agreements and may have specific restrictions based on the applicable development orders, limiting how and when they can be used. Mr. Reynolds emphasized that Staff reviews these escrow accounts annually, particularly during the budget process, to determine the applicable restrictions and whether the funds can be used for eligible capital projects. He stated that these funds are actively monitored and not simply placed on a list and forgotten. He noted that one potential area for further evaluation would be determining whether any restrictions could be modified or removed, where legally permissible, to allow some of the escrow funds to be used for general capital improvement purposes.

Mayor Kuretski noted that these were options that the Town considers every year and that they were not new, and Mr. Reynolds confirmed. Mr. Reynolds further explained that these items were things in the Town's control that could be acted on in the future and that they were being provided to spark discussion and deliberation.

Mr. Reynolds reiterated that one potential cost-reduction measure would be to modify the Town's annual transfer of just over \$6 million to the Capital Fund. He also identified pursuing cooperative efforts with other municipalities to reinstate the countywide infrastructure surtax. He noted that the previous voter-approved surtax generated approximately \$45 million for the Town, helping fund projects such as the new Town Hall and Police Department facilities, and noted that any future surtax would again require voter approval.

Mr. Reynolds continued his presentation with the possibility of pursuing new revenue sources through legislative action. He noted that while the Tourist Development Tax is typically a county funding mechanism, the City of Surfside has legislative authority to collect its own tourism tax. He suggested that the Town could lobby the Legislature to create similar revenue opportunities for municipalities in order to provide additional funding for local projects.

Mayor Kuretski acknowledged that reinstating the infrastructure surtax remained a valid funding option but noted that it would face increasing competition from other local funding initiatives, including proposed library, parks, and transportation measures. He cautioned that voters have a limited willingness to approve additional sales taxes, making future approval more challenging.

Councilor Sundstrom agreed that voters could become overwhelmed by multiple bond and tax referendum requests on the ballot. She also noted that planned recreation projects in Jupiter, such as the Jupiter Aquatic Center and the West Jupiter

Community Center, could become dependent on voter approved funding. She also expressed concern that the proposed changes extended beyond financial impacts and would primarily alter the structure of how government works at all areas of local and state government. She stated that the resulting uncertainty, coupled with the limited time available to adjust and the potential impacts of future storm seasons, raised concerns about how the Town and its local partners would work together moving forward.

Councilor Delaney mentioned concern that the proposal had not been thoroughly planned and stated that local governments were being forced to quickly adjust to its potential impact. He noted that the Town had operated responsibly and efficiently. He emphasized that the Town provides services that people in Jupiter demand.

Mayor Kuretski emphasized that Jupiter would remain a strong community but explained that reduced local revenue could delay the Town's ability to respond to community needs, including items such as park and athletic field improvements. He stated that the Town would continue to adapt and serve residents despite any changes, while noting that the Amendment represented a significant change and emphasized the importance of ensuring the public understood its potential long-term impacts.

Councilor Sundstrom noted that discussions regarding future funding challenges often assume costs will remain stable, despite continued increases in expenses affecting both residents and local governments. She stated that while Jupiter's population growth had been limited, inflation continued to impact municipal operations, including increasing costs for materials and services. Councilor Sundstrom explained that the Town's expenses differed from those in a typical household, noting that the Town's purchases included items such as asphalt and road construction materials rather than consumer goods. She asked Mr. Reynolds what cost guides the Town used to evaluate inflation impacts and whether there were measures that more accurately reflected government projects and operational costs.

Mr. Reynolds stated that the Town continuously monitors rising costs and regularly evaluated the impacts on municipal projects and services. He also explained that construction costs for utility projects had increased significantly. He noted that these cost pressures continued to impact the Town's CIP projects, and that the South Florida market was more expensive than the national average. Councilor Sundstrom also noted that inflation impacts on local governments had been significantly higher than national averages, particularly within the West Palm Beach and Miami regions. She explained that local cost increases had affected the Town's budget and also continued to create challenges in maintaining competitive compensation for employees.

Councilor Sundstrom stated that her primary concern was establishing a sustainable long-term structure to preserve services and reduce uncertainty for residents. She expressed concern that future legislative and constitutional changes could create additional challenges for municipalities and stressed the importance of positioning the Town for long-term stability rather than focusing solely on short-term solutions.

Vice -Mayor Choy stated her concern that increasing fees or taxes could create a ripple effect by raising costs for visitors, residents, and businesses. She noted that reduced tourism or higher service costs could impact revenue, staffing, and the overall quality of life in the community.

Mayor Kuretski stated that the Council continuously reviewed rising costs through contract renewals and discussions. He emphasized that the Council would work with any outcome of the proposed Amendment but communicated his concerns about the potential impacts on local government funding and services. He noted the importance of exploring responsible options while avoiding significant fee increases that could affect residents' quality of life.

Mayor Kuretski stated that one immediate step would be to consider pausing certain capital projects until the outcome of the Referendum was known. He explained the Town's CIP could be adjusted to preserve funding. He also explained that some costs associated with growth, such as infrastructure maintenance, often appeared years later and emphasized the need for careful long-term planning and responsible financial decisions.

Mr. Reynolds requested Council direction regarding strategies to address potential revenue losses. He asked the Council to identify items for Staff to evaluate, pursue, and bring back for consideration. He also suggested holding an early budget workshop next year if the referendum moved forward in order to allow Staff time to incorporate Council priorities and recommendations into the upcoming budget process.

Mayor Kuretski explained that the Town's budget consisted of both a capital budget and an operating budget and noted that the Council could begin preparing with the current capital budget by reviewing and identifying projects that are important but that could be paused. He explained these items would remain in the capital budget but would just be designated as being paused. He stated that he thought that the Town should avoid making significant operating budget adjustments until the impact of the Referendum was clearer. He also emphasized that the process should remain flexible, as potential litigation, legislative changes, and future voter decisions could affect the outcome. He added that the Council would continue evaluating concerns as more information became available.

The Council discussed the potential impacts of pending litigation on the November ballot language and election timeline. They questioned whether court proceedings could delay the ballot process or require changes to the proposed Amendment language. The discussion also addressed the challenges of modifying a Constitutional Amendment after voter approval, noting that unlike legislation, Constitutional provisions could only be changed through another voter referendum. Council expressed concern that future corrections or adjustments could be difficult if unintended impacts occurred.

Vice-Mayor Choy voiced her concerns regarding the fairness and clarity of the proposed Amendment. She questioned whether the issue was being presented in a fair manner and noted that the lack of clarity was a primary reason for the Council's

discussion. She emphasized that while the Town was fortunate in its current position, fairness remained an important issue.

Councilor Guisinger stated that the proposal would not be fair to the approximately 69% of property owners who would continue bearing the cost while the remaining 31% would no longer pay property taxes if the Amendment is approved.

Mayor Kuretski noted that the impact could extend beyond the previously discussed percentage of affected properties, as future changes could allow additional exemptions for homesteaded properties. Mr. Reynolds clarified that the Amendment language would allow not only the Legislature but also local jurisdictions to provide additional homestead exemptions. Mayor Kuretski stated that the exemption could potentially apply to up to 64% of residential properties in the Town, meaning the remaining property owners would be responsible for funding services through Ad Valorem taxes.

Vice-Mayor Choy noted that if the Amendment passed, each of Florida's 67 counties could develop different approaches to address funding changes, including adjustments to fees and revenue sources. She expressed concern that some municipalities could struggle financially, requiring others to absorb additional impacts.

Mayor Kuretski commended Mr. Reynolds and Staff on their thorough presentation and preparation. He stated that the discussion provided an opportunity for the Council to collectively learn, share perspectives, and identify concerns. He mentioned that Council had developed a list of items to monitor and address to ensure the Town was prepared should the Amendment pass.

Mr. Reynolds recognized Council for their preparation and thoughtful questions. He confirmed that Staff understood the Council's direction was to begin with the CIP process in August, including reviewing projects and identifying any that should be paused. He stated that Staff would monitor the outcome of the November Referendum and, if the legislation passed, return for an early budget workshop or discussion regarding future budget impacts.

Mayor Kuretski explained that Staff would assist Council by preparing recommendations for potential projects to pause as part of the CIP review. He acknowledged that Staff were already evaluating options and emphasized that the recommendations would be brought back for public discussion in August.

Councilor Sundstrom noted that Council had previously held a budget workshop and discussed anticipated actions related to the CIP. She expressed support for reviewing and potentially deferring projects but emphasized the need for clear criteria and a consistent approach to prioritizing capital projects. She noted that projects requiring matching funds for state appropriations should be prioritized and emphasized that maintaining a strong track record with state-funded projects could impact future funding opportunities. She acknowledged Staff's efforts in reviewing the CIP and noted that previous comprehensive reviews had been helpful in identifying projects that could be delayed. Councilor Delaney stated that reviewing the CIP was the simplest and least disruptive approach at this time.

Mayor Kuretski emphasized that the CIP should continue to include projects that would normally be considered during the budget process, while identifying certain projects that could be paused until the outcome of the Referendum was known. He noted that some desired projects, such as athletic field renovations, could be temporarily delayed but should remain listed in the CIP for future consideration. He explained that if the referendum passed, paused projects could be extended or removed from future CIP schedules. He stated that this approach would allow the Town to remain prepared while responsibly responding to potential changes in funding.

Councilor Delaney stated that if funding reductions became necessary, decisions would likely focus on prioritizing essential services. He acknowledged that residents may have differing opinions on what constitutes an essential service, noting that some deferred projects could have significant personal importance to the community. He emphasized that difficult choices may be required if funding challenges occurred.

Mayor Kuretski recognized the efforts of Staff in developing projects and services that aligned with community needs. He emphasized that any decision to pause projects was a necessary step to preserve funding flexibility amid uncertainty.

ADJOURNMENT – 7:57 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER

North Pennock and Fisherman's Landing Resurfacing Project



DATE	August 6, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering & Public Works Director
SUBJECT	Approval of Work Order #4 to Timothy Rose Contracting, Inc. (EPW 2025-33B) for North Pennock and Fisherman's Landing Resurfacing in the amount of \$501,217.

EXECUTIVE SUMMARY

Staff seeks Town Council approval of Work Order #4 of Contract EPW 2025-33B with Timothy Rose Contracting, Inc. for the North Pennock Lane and Fisherman's Landing Resurfacing in the amount of \$501,217.

Work Order #4 authorizes Timothy Rose Contracting, Inc. to complete the resurfacing of the roads on North Pennock Lane and Fisherman's Landing. The scope of work includes, but is not limited to, the milling of existing asphalt pavement, adjustments to utility manholes and valves, concrete curb removal and installation, ADA tactile warnings on walking surfaces, roadway repairs, asphalt speed hump demolition and reconstruction, asphaltic concrete roadway overlay, striping rehabilitation, and striping of new asphalt.

Funding is proposed to be provided through the reallocation of budgeted funds from the Florida Department of Transportation (FDOT) Western Indiantown Road Improvements project. The funds became available after FDOT determined that existing programmed state funds were sufficient to fully fund the project and formally canceled the Town's Locally Funded Agreement prior to execution of the contract for the project.

This work order will fall under an existing contract which was reviewed by the Town Attorney for legal sufficiency. Town Council approved contract EPW2025-33 with Timothy Rose Contracting, Inc. on November 18, 2025.

ANALYSIS

The Town maintains approximately 152 centerline miles of roadway. Based on an average pavement service life of 25 years, the Town should resurface approximately 6.1 centerline miles annually to preserve pavement conditions and maximize the useful life of its roadway network. The Town's current annual Street Resurfacing CIP program funds approximately 4.0 centerline miles of resurfacing per year, resulting in a projected two-year backlog of approximately 4.2 centerline miles.

Staff recommends advancing programmed roadway resurfacing projects within the Capital Improvement Program (CIP) to reduce the current backlog and restore the Town's pavement management program toward its target resurfacing cycle. Advancing these projects will preserve existing roadway infrastructure, improve ride quality and safety, extend pavement service life, and minimize future rehabilitation costs associated with deferred maintenance.

Proposed funding for the advancement of roadway resurfacing projects became available after FDOT determined that existing programmed State funds were sufficient to fully fund the Western Indiantown Road Improvements project and subsequently canceled the Town's Local Funding Agreement (LFA) prior to execution of the construction contract. Reallocating these previously budgeted funds to roadway resurfacing will allow the Town to address deferred pavement maintenance without requiring additional appropriations or the use of reserve funds.

The proposed resurfacing projects also continue the Town's coordinated infrastructure improvement approach by sequencing roadway resurfacing after completion of recent underground utility and drainage improvements. The Utilities Department recently completed stormwater and utility rehabilitation within the Fisherman's Landing neighborhood, while Engineering & Public Works completed stormwater and sidewalk improvements along North Pennock Lane. Coordinating these improvements minimizes repeated construction impacts to residents, provides a more comprehensive neighborhood rehabilitation, and maximizes the Town's infrastructure investment.

Timothy Rose Contracting, Inc. was awarded a continuing services contract, EPW 2025-33B, by the Town Council in November 2025. Staff has determined that Timothy Rose Contracting, Inc. can provide the necessary contracting services for the North Pennock Lane and Fisherman's Landing Resurfacing.

Approval of this item will authorize the Town Manager to execute Work Order #4 with Timothy Rose Contracting, Inc. in the amount of \$501,217.

STRATEGIC PRIORITY

- Manage Growth
- Safety

ATTACHMENTS

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

FUNDING SOURCE

Amount of this Request	\$ 501,217	
Amount Approved in Budget	\$	Sources:

Additional Funding Requested	\$ 501,217	Sources: From 31031041-563011-E2400 CIP ITR Western Corridor Phase II To 31031041-553000-E1003 Street Resurfacing
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For more information or copies of the attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.



EPW 2025-33
STREET RESURFACING
Work Order # 4
NORTH PENNOCK LANE AND FISHERMAN'S LANDING RESURFACING

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and Timothy Rose Contracting, Inc. (“**Contractor**”) dated November 18, 2025, **Contractor** hereby agrees to provide the services specified on **Exhibit “A”**, under the terms and conditions and at a cost of \$501,216.85 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: 60 calendar days

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

Liquidated Damages: \$1685.00 per day

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

TIMOTHY ROSE CONTRACTING, INC.

REVIEWED BY:

Zachary Rose
President

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

TOWN OF JUPITER

Frank J. Kitzerow, MPA
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.



July 27, 2026

Town of Jupiter
Scott W. Isberner, P.E.
Senior Engineer
Phone: (561) 741-2281 | Mobile: (561) 284-4983
Email: scotti@jupiter.fl.us
210 Military Trail
Jupiter, FL 33458

Re: Work Order #4 – Fisherman's Landing & North Pennock Lane

Dear Mr. Isberner,

This letter serves as confirmation that we have reviewed the proposals for Work Order #4 (Fisherman's Landing & North Pennock Lane) we agree with the unit prices as submitted.

Please let us know the anticipated start date for this Work Order.

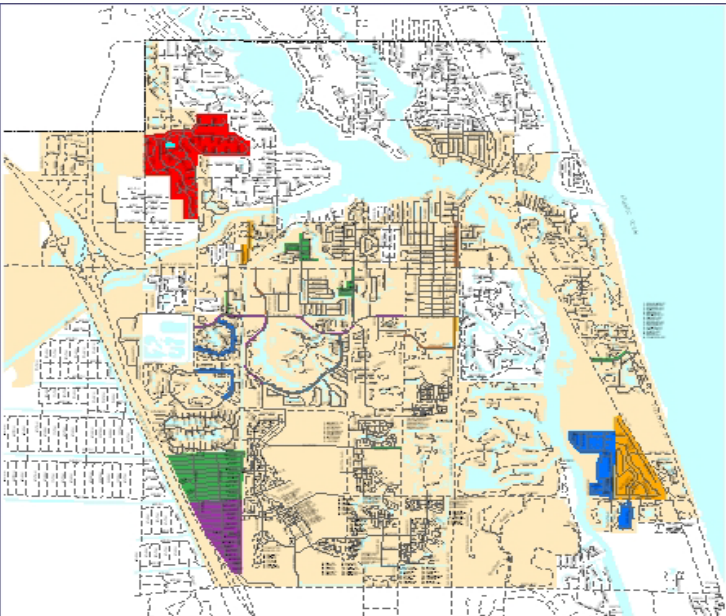
Respectfully,

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

Staci Best, Controller

Exhibit A**Attachment 1 - Work Order****BID FORM****FISHERMAN'S LANDING AND NORTH PENNOCK LANE - STREET RESURFACING MISCELLANEOUS ROADWAY IMPROVEMENTS EPW 2025-03**

Item	Description	Unit	Quantity	Unit Price	Total Price
5	Superpave Asphaltic Concrete (Traffic level C Roadway Overlay)	TN	1,250	\$163.00	\$203,750.00
17	Solid Traffic Stripe, Thermoplastic (White Skip 6") 10-30	LF	175	\$0.95	\$166.25
18	Solid Traffic Stripe, Thermoplastic (Yellow; 6")	LF	4,560	\$1.60	\$7,296.00
19	Solid Traffic Stripe, Thermoplastic (White; 6")	LF	4,700	\$1.60	\$7,520.00
22	Solid Traffic Stripe, Thermoplastic (White) (12")	LF	1,370	\$7.10	\$9,727.00
24	Solid Traffic Stripe, Thermoplastic (Yellow; 18")	LF	150	\$9.40	\$1,410.00
26	Solid Traffic Arrow, Thermoplastic (White)	EA	4	\$177.00	\$708.00
28	Retro Reflective Pavement Markers Bi-Directional (Amber-Amber)	EA	215	\$9.40	\$2,021.00
28	Retro Reflective Pavement Markers Bi-Directional (Blue) (fire hydrant)	EA	14	\$9.40	\$131.60
47	Mill Existing Asphalt Pavement 1" (Full Lane)	DAY	8	\$6,678.00	\$53,424.00
48	Roadway Mixing (FDOT 210) - 10" depth	SY	4,800	\$11.90	\$57,120.00
66	Adjust manhole with riser	EA	7	\$1,212.00	\$8,484.00
67	Adjust valve box with riser	EA	5	\$567.80	\$2,839.00
69	Saw Cut Asphalt	LF	5,400	\$2.40	\$12,960.00
70	Concrete, 5-1/2" thick, concrete sidewalk including formwork, sod, removal and disposal Small Quantity (5 to 100 SY assignments) (3,000 PSI W/ Fiber)	SY	25	\$178.40	\$4,460.00
n/a	Detectable Warnings on Walking Surfaces (Black)	SF	80	\$60.00	\$4,800.00
n/a	Asphalt Speed Hump, demolition and construction	LS	1	\$25,000.00	\$25,000.00
107	Floritam Sod	SY	2,000	\$9.70	\$19,400.00
1000-1	Owner's Allowance	LS	1	\$80,000.00	\$80,000.00
				TOTAL	\$501,216.85

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2026 - 2030			
Project Name:		Department:	
Street Resurfacing		Engineering	
Link to Strategic Plan/Strategic Result:		Project #:	Projected In-Service Date:
Manage Growth		E1003	On-going
Project Description and Justification:			
Project Description: The Town maintains approximately 310 lane miles of roads. Resurfacing funds are primarily used for milling, repaving, and restriping of roadways, however, when appropriate, funds have been allocated to various other maintenance and repair techniques, including geo-textile layer installation, crack sealing, slurry sealing, micro resurfacing, sectional pavement and patch repairs, collector road safety edge installations, and intersection radii/curb installations.			
Justification: The overlay program prioritizes resurfacing the most deteriorated pavement surfaces first, while also considering geographical proximity and economy of scale. Staff will continue to monitor pavement conditions to best avoid advanced pavement deterioration to avoid the need for more extensive repairs including full asphalt removal and replacement and base replacement. Resurfacing may be initiated sooner to take advantage of cost savings from recent unit prices.			
Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Engineering: In-House design. Construction: Resurfacing of Egret Landing (combined FY2025 & 2026), Abacoa - New Haven (North), Dolphin Drive, misc. concrete repairs and pavement repairs Town-wide. Expenditures include FY25 carryforward funds.	2026/4	\$2,337,044
2027	Engineering: In-House design. Construction: Resurfacing of N. Pennock Lane, Indiantown Road (US-1 to A1A), Palm Avenue, misc. concrete repairs and pavement repairs Town-wide.	2027/4	\$1,000,000
2028	Engineering: In-House design. Construction: Resurfacing of Fisherman's Landing, Abacoa - New Haven (South), School House Road, misc. concrete repairs and pavement repairs Town-wide.	2028/4	\$1,000,000
2029	Engineering: In-House design. Construction: Resurfacing of side streets north of Center Street, Abacoa - The Island, Old Dixie Highway (ITR to Center Street), Abacoa - SWA Road, misc. concrete repairs and pavement repairs Town-wide.	2029/4	\$1,000,000
2030	Engineering: In-House design. Construction: Resurfacing of Pine gardens South, Daniels Way, misc. concrete repairs and pavement repairs Town-wide.	2030/4	\$1,000,000
Project Photo(s) / Map of Location			
			

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2026 - 2030							
Project Name: Street Resurfacing						Department: Engineering	
Link to Strategic Plan/Strategic Result: Manage Growth						Project #: E1003	
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Construction	\$11,816,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,816,420
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
Funding Sources:	Prior to 2026	2026	2027	2028	2029	2030	Total
General revenues	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
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	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$7,241,420	\$625,000	\$750,000	\$950,000	\$1,400,000	\$1,000,000	\$11,966,420
Amount Expended	\$6,743,569	\$466,077	\$278,840	\$11,678	\$1,817,748	\$1,302,595	\$10,620,506
Current Encumbrances							\$8,870
Remaining Available Budget							\$1,337,044

Footnote: Expenditures anticipated to continue after 5-year planning window.



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: July 28, 2026

Re: Procurement Review - Work Order No. 4 to Timothy Rose Contracting for the North Pennock and Fisherman's Landing Resurface – EPW 2025-33B

After reviewing Work Order No. 4 to Timothy Rose Contracting for the North Pennock and Fisherman's Landing Resurfacing Project, I have found that the procurement meets all requirements of continuing services contract EPW 2025-33B.

Work Order No. 4 to Timothy Rose Contracting for the North Pennock and Fisherman's Landing Resurfacing Project from continuing services contract EPW 2025-33B complies with all Federal, State, County and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes Chapter 287.

TOWN OF JUPITER
Olympus Resurfacing Project



DATE	August 6, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering & Public Works Director
SUBJECT	Approval of Work Order #5 to Timothy Rose Contracting, Inc. (Contract EPW2025-33B) for Olympus Resurfacing Project in the amount of \$342,924.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order #5 of Contract EPW 2025-33B with Timothy Rose Contracting, Inc. for the Olympus Resurfacing Project in the amount of \$342,924.

Work Order #5 authorizes Timothy Rose Contracting, Inc. to complete the resurfacing of the roads within the Olympus neighborhood subdivision. The scope of work includes, but is not limited to, milling of existing asphalt pavement, concrete sidewalk removal and installation, ADA tactile warnings on walking surfaces, adjustments to utility manholes and valves, asphaltic concrete roadway overlay, striping rehabilitation, and striping of new asphalt.

Funding is requested to be provided through the reallocation of budgeted funds from the Florida Department of Transportation (FDOT) Western Indiantown Road Improvements project. The funds became available after FDOT determined that existing programmed state funds were sufficient to fully fund the project and formally canceled the Town's Locally Funded Agreement prior to execution of the contract for the project.

This work order will fall under an existing contract which was reviewed by the Town Attorney for legal sufficiency. Town Council approved contract EPW2025-33 with Timothy Rose Contracting, Inc. on November 18, 2025.

ANALYSIS

The Town maintains approximately 152 centerline miles of roadway. Based on an average pavement service life of 25 years, the Town should resurface approximately 6.1 centerline miles annually to preserve pavement conditions and maximize the useful life of its roadway network. The Town's current annual Street Resurfacing Community Investment Program (CIP) funding supports resurfacing of approximately 4.0 centerline miles per year, resulting in an estimated two-year backlog of approximately 4.2 centerline miles.

Staff proposes advancing roadway resurfacing projects by utilizing funding made available following FDOT's cancellation of the Town's Local Funding Agreement (LFA) for the Western Indiantown Road Improvements Project due to a reduction in scope. Advancing these projects will reduce deferred pavement maintenance, accelerate delivery of planned capital

improvements, preserve roadway assets, and avoid future construction cost escalation without requiring additional appropriations or the use of reserve funds.

Although the Olympus roadway network was not identified within the current five-year Community Investment Program (CIP), the Street Resurfacing CIP is developed using pavement condition assessments in conjunction with available annual funding, project sequencing, and opportunities to coordinate with other infrastructure improvements. As roadway conditions and funding opportunities evolve, staff periodically proposes adjustments to project priorities to maximize the effectiveness of the resurfacing program. Recent pavement condition evaluations indicate that the Olympus roadway network has deteriorated at a faster rate than previously anticipated. Advancing this project at this time represents the most cost-effective approach to preserve the pavement before deterioration necessitates more extensive and costly rehabilitation.

Timothy Rose Contracting, Inc. was awarded a continuing services contract, EPW 2025-33B, by the Town Council in November 2025. Staff has determined that Timothy Rose Contracting, Inc. can provide the necessary contracting services for the Olympus Resurfacing Project.

Approval of this item will authorize the Town Manager to execute Work Order #5 with Timothy Rose Contracting, Inc. in the amount of \$342,924.

STRATEGIC PRIORITY

- Manage Growth
- Safety

ATTACHMENTS

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

FUNDING SOURCE

Amount of this Request	\$ 342,924	
Amount Approved in Budget	\$	
Additional Funding Requested	\$ 342,924	Sources: From 31031041-563011-E2400 CIP ITR Western Corridor Phase II To 31031041-553000-E1003 Street Resurfacing

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



EPW 2025-33
STREET RESURFACING
Work Order # 5
OLYMPUS RESURFACING

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and Timothy Rose Contracting, Inc. (“**Contractor**”) dated November 18, 2025, **Contractor** hereby agrees to provide the services specified on **Exhibit “A”**, under the terms and conditions and at a cost of \$342,924.00 all as more specifically described in **Exhibit “A”**, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: 60 calendar days

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

Liquidated Damages: \$1685.00 per day

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

TIMOTHY ROSE CONTRACTING, INC.

REVIEWED BY:

Zachary Rose
President

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

TOWN OF JUPITER

Frank J. Kitzerow, MPA
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.



July 27, 2026

Town of Jupiter
Scott W. Isberner, P.E.
Senior Engineer
Phone: (561) 741-2281 | Mobile: (561) 284-4983
Email: scotti@jupiter.fl.us
210 Military Trail
Jupiter, FL 33458

Re: Work Order #5 – Olympus

Dear Mr. Isberner,

This letter serves as confirmation that we have reviewed the proposals for Work Order #5 (Olympus), and we agree with the unit prices as submitted.

Please let us know the anticipated start date for this Work Order.

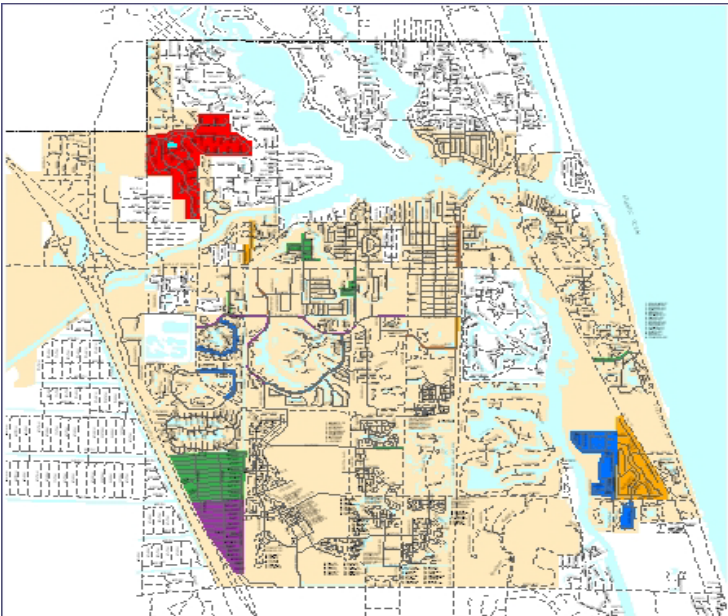
Respectfully,

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

Staci Best, Controller

OLYMPUS- STREET RESURFACING MISCELLANEOUS ROADWAY IMPROVEMENTS EPW 2025-03

Item	Description	Unit	Quantity	Unit Price	Total Price
5	Superpave Asphaltic Concrete (Traffic level C Roadway Overlay)	TN	1,200	\$163.00	\$195,600.00
18	Solid Traffic Stripe, Thermoplastic (Yellow; 6")	LF	500	\$1.60	\$800.00
22	Solid Traffic Stripe, Thermoplastic (White) (12")	LF	500	\$7.10	\$3,550.00
24	Solid Traffic Stripe, Thermoplastic (Yellow; 18")	LF	30	\$9.40	\$282.00
28	Retro Reflective Pavement Markers Bi-Directional (Amber-Amber)	EA	150	\$9.40	\$1,410.00
28	Retro Reflective Pavement Markers Bi-Directional (Blue) (fire hydrant)	EA	15	\$9.40	\$141.00
47	Mill Existing Asphalt Pavement 1" (Full Lane)	DAY	3	\$6,678.00	\$20,034.00
66	Adjust manhole with riser	EA	30	\$1,212.00	\$36,360.00
67	Adjust valve box with riser	EA	5	\$567.80	\$2,839.00
69	Saw Cut Asphalt	LF	2,600	\$2.40	\$6,240.00
70	Concrete, 5-1/2" thick, concrete sidewalk including formwork, sod, removal and disposal Small Quantity (5 to 100 SY assignments) (3,000 PSI W/ Fiber)	SY	20	\$178.40	\$3,568.00
n/a	Detectable Warnings on Walking Surfaces (Black)	SF	40	\$60.00	\$2,400.00
107	Floritam Sod	SY	1,000	\$9.70	\$9,700.00
1000-1	Owner's Allowance	LS	1	\$60,000.00	\$60,000.00
				TOTAL	\$342,924.00

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2026 - 2030			
Project Name:		Department:	
Street Resurfacing		Engineering	
Link to Strategic Plan/Strategic Result:		Project #:	Projected In-Service Date:
Manage Growth		E1003	On-going
Project Description and Justification:			
Project Description: The Town maintains approximately 310 lane miles of roads. Resurfacing funds are primarily used for milling, repaving, and restriping of roadways, however, when appropriate, funds have been allocated to various other maintenance and repair techniques, including geo-textile layer installation, crack sealing, slurry sealing, micro resurfacing, sectional pavement and patch repairs, collector road safety edge installations, and intersection radii/curb installations.			
Justification: The overlay program prioritizes resurfacing the most deteriorated pavement surfaces first, while also considering geographical proximity and economy of scale. Staff will continue to monitor pavement conditions to best avoid advanced pavement deterioration to avoid the need for more extensive repairs including full asphalt removal and replacement and base replacement. Resurfacing may be initiated sooner to take advantage of cost savings from recent unit prices.			
Location(s) and Program Schedule		In-Service	
Fiscal Yr	Scope	FY/Qtr	Budget
2026	Engineering: In-House design. Construction: Resurfacing of Egret Landing (combined FY2025 & 2026), Abacoa - New Haven (North), Dolphin Drive, misc. concrete repairs and pavement repairs Town-wide. Expenditures include FY25 carryforward funds.	2026/4	\$2,337,044
2027	Engineering: In-House design. Construction: Resurfacing of N. Pennock Lane, Indiantown Road (US-1 to A1A), Palm Avenue, misc. concrete repairs and pavement repairs Town-wide.	2027/4	\$1,000,000
2028	Engineering: In-House design. Construction: Resurfacing of Fisherman's Landing, Abacoa - New Haven (South), School House Road, misc. concrete repairs and pavement repairs Town-wide.	2028/4	\$1,000,000
2029	Engineering: In-House design. Construction: Resurfacing of side streets north of Center Street, Abacoa - The Island, Old Dixie Highway (ITR to Center Street), Abacoa - SWA Road, misc. concrete repairs and pavement repairs Town-wide.	2029/4	\$1,000,000
2030	Engineering: In-House design. Construction: Resurfacing of Pine gardens South, Daniels Way, misc. concrete repairs and pavement repairs Town-wide.	2030/4	\$1,000,000
Project Photo(s) / Map of Location			
			

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2026 - 2030							
Project Name: Street Resurfacing						Department: Engineering	
Link to Strategic Plan/Strategic Result: Manage Growth						Project #: E1003	
Project Budget:	Prior to 2026	2026	2027	2028	2029	2030	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Construction	\$11,816,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,816,420
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
Funding Sources:	Prior to 2026	2026	2027	2028	2029	2030	Total
General revenues	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
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	\$11,966,420	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$16,966,420
Previous Years:	Prior to FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Amount Budgeted	\$7,241,420	\$625,000	\$750,000	\$950,000	\$1,400,000	\$1,000,000	\$11,966,420
Amount Expended	\$6,743,569	\$466,077	\$278,840	\$11,678	\$1,817,748	\$1,302,595	\$10,620,506
Current Encumbrances							\$8,870
Remaining Available Budget							\$1,337,044

Footnote: Expenditures anticipated to continue after 5-year planning window.



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Finance Director

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: July 28, 2026

Re: Procurement Review - Work Order No. 5 to Timothy Rose Contracting for the Olympus Resurfacing Project – EPW 2025-33B

After reviewing Work Order No. 5 to Timothy Rose Contracting for the Olympus Resurfacing Project, I have found that the procurement meets all requirements of continuing services contract EPW 2025-33B.

Work Order No. 5 to Timothy Rose Contracting for the Olympus Resurfacing Project from continuing services contract EPW 2025-33B complies with all Federal, State, County and Local procurement requirements, including Town of Jupiter Procurement Policies and Florida State Statutes Chapter 287.

TOWN OF JUPITER
Fire Station 10 (Piatt) Diesel Fuel Tank



DATE	August 6, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering & Public Works Director
SUBJECT	Approval of Work Order #12 to Arkest, LLC (Contract EPW 2025-34B) for the Fire Station 10 (Piatt) Diesel Fuel Tank Construction in the amount of \$65,414.

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Work Order #12 of contract EPW 2025-34B with Arkest, LLC for the Fire Station 10 (Piatt) diesel fuel tank construction in the amount of \$65,414.

Work Order #12 authorizes Arkest, LLC to construct the Fire Station 10 (Piatt) diesel fuel tank improvements. The scope of work includes the furnishing and installation of a 550-gallon diesel fuel storage tank, together with all associated site work.

An appropriation from General Fund Reserves in the amount of \$65,414 is required to fully fund the project budget.

This work order will fall under the existing contract which was reviewed by the Town Attorney for legal sufficiency. Town Council approved contract EPW 2025-34B with Arkest, LLC on December 2, 2025.

ANALYSIS

Arkest, LLC was awarded a continuing services contract, EPW 2025-34B, by the Town Council in December 2025. Staff has determined that Arkest LLC can provide the necessary contracting services for the Fire Station 10 (Piatt) diesel fuel tank construction.

Approval of this item will authorize the Town Manager to execute Work Order #12 with Arkest, LLC in the amount of \$65,414 for the Fire Station 10 (Piatt) diesel fuel tank construction.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. Work Order
2. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$ 65,414	
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Amount Approved in Budget	\$	
Additional Funding Requested	\$ 65,414	Source: 001-380000 General Funds Reserve

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



EPW 2025-34B
General Contracting Continuing Services
WO # 12
FIRE STATION NO. 10 - DIESEL FUEL TANK

Pursuant to that certain Contract (“**Contract**”) between the Town of Jupiter (“**TOWN**”) and Arkest, LLC (“**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 \$65,413.86 all as more specifically described in **Exhibit “A”**, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: 45 calendar days

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

Liquidated Damages: \$904 per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this 6 day of August 2026.

Arkest, LLC

REVIEWED BY:

 Rafael E. Caldera
 President/CEO

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

TOWN OF JUPITER

 Frank J. Kitzerow, MPA
 Town Manager

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

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

Exhibit A



SCHEDULE OF VALUES

OWNER:	TOWN OF JUPITER	DATE OF CONTRACT	N/A	DATE:	29-May-26
	DIESEL STORAGE TANK INSTALLATION	NOTICE OF COMMENCEMENT	N/A	REQ. NO.	0
	PIATT PLACE FIRE STATION 500 N US Highway 1	NOTICE TO OWNER	N/A	Period to:	MAY
	JUPITER FL 33458	DATE PERMIT ISSUED	N/A	Last Rev:	N/A
PERMIT NO.:	N/A	CONSTRUCTION START	N/A	SIZE IN SF:	0.00

	ITEM DESCRIPTION	SCHEDULED VALUE	PREVIOUS PREVIOUS	THIS PERIOD	STORED MATERIALS	COMPLETE TO DATE	% COMP.	BALANCE TO FINISH	%
DIV 1	GENERAL REQUIREMENTS								
01200	PRICE & PAYMENT PROCEDURES								
01210	CONSTRUCTION SET AND DRAWING	\$4,500.00				\$0.00	0.00%	\$4,500.00	6.88
01212	PERMITS	\$0.00				\$0.00	0.00%	\$0.00	-
01213	INSPECTIONS AND TESTING	\$1,500.00				\$0.00	0.00%	\$1,500.00	
01230	ALTERNATES	\$5,877.26				\$0.00	0.00%	\$5,877.26	8.98
01300	ADMINISTRATIVE REQUIREMENTS								
01311	PROJECT MANAGER	\$2,123.07				\$0.00	0.00%	\$2,123.07	3.25
01312	SUPERINTENDENT	\$8,846.12				\$0.00	0.00%	\$8,846.12	13.52
01313	JOB VEHICLE GAS & TRAVEL	\$75.00				\$0.00	0.00%	\$75.00	0.11
01530	TEMPORARY CONSTRUCTION								
01511	Temporary Electricity	\$0.00				\$0.00	0.00%	\$0.00	-
01512	Temporary Water	\$0.00				\$0.00	0.00%	\$0.00	-
01513	Temporary Telephone	\$25.00				\$0.00	0.00%	\$25.00	0.04
01514	Temporary Toilet Facility	\$0.00				\$0.00	0.00%	\$0.00	-
01700	EXECUTION REQUIREMENTS								
01730	EXECUTION	\$500.00				\$0.00	0.00%	\$500.00	0.76
01732	WASTE DISPOSAL	\$750.00				\$0.00	0.00%	\$750.00	1.15
01740	CLEANING	\$250.00				\$0.00	0.00%	\$250.00	0.38
DIV 2	SITE CONSTRUCTION								41.96
02950	SITE RESTORATION & REHABILITATION								
02980	RIGID PAVEMENT REHABILITATION	\$1,500.00				\$0.00	0.00%	\$1,500.00	2.29
DIV 3	CONCRETE								
03300	CAST-IN-PLACE CONCRETE								
03310	STRUCTURAL CONCRETE	\$11,000.00				\$0.00	0.00%	\$11,000.00	16.82
DIV 4	MASONRY								16.82
DIV 5	METALS								-
DIV 6	WOOD & PLASTICS								-
DIV 7	THERMAL & MOISTURE PROTECTION								-
DIV 8	DOORS & WINDOWS								-
DIV 9	FINISHES								-
DIV10	SPECIALTIES								-
DIV11	EQUIPMENT								-
DIV12	FURNISHINGS								-
DIV13	SPECIAL CONSTRUCTION								-
13200	STORAGE TANKS	\$20,941.92				\$0.00	0.00%	\$20,941.92	32.01
DIV14	CONVEYING SYSTEMS								32.01
DIV15	MECHANICAL								-
DIV16	ELECTRICAL								-
16200	ELECTRICAL POWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	-
	TOTAL - ALL DIVISIONS	\$57,888.37	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,888.37	88.50
7.00%	OVERHEAD	\$4,052.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,052.19	6.19
6.00%	PROFIT	\$3,473.30	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,473.30	5.31
TOTAL:		\$65,413.86	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,413.86	100.00



SCHEDULE OF VALUES

OWNER:	TOWN OF JUPITER	DATE OF CONTRACT	N/A	DATE:	29-May-26
	DIESEL STORAGE TANK INSTALLATION	NOTICE OF COMMENCEMENT	N/A	REQ. NO.	0
	PIATT PLACE FIRE STATION 500 N US Highway 1	NOTICE TO OWNER	N/A	Period to:	MAY
	JUPITER FL 33458	DATE PERMIT ISSUED	N/A	Last Rev:	N/A
PERMIT NO.:	N/A	CONSTRUCTION START	N/A	SIZE IN SF:	0.00

ITEM DESCRIPTION	SCHEDULED VALUE	PREVIOUS PREVIOUS	THIS PERIOD	STORED MATERIALS	COMPLETE TO DATE	% COMP.	BALANCE TO FINISH	%
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APPLICATION AND CERTIFICATE FOR PAYMENT TO:

ARKEST LLC

OWNER:

TOWN OF JUPITER

DIESEL STORAGE TANK INSTALLATION

PIATT PLACE FIRE STATION 500 N US Highway 1

JOB ADDRESS:

PIATT PLACE FIRE STATION 500 N US Highway 1

JUPITER FL 33458

ARCHITECT:

N/A

1. Original Contract Amount	\$	65,413.86
2. Approved Change Orders	\$	0.00
3. New Contract Amount (Line 1 +/- 2)	\$	65,413.86
4. Total Complete & Stored To Date	\$	0.00
5. RETAINAGE:		
10% of Complete Work	\$	0.00

6. Total Earned Less Retainage	\$	0.00
(Line 4 less Line 5 Total Retainage)		

7. Less Previous Certificate For Payment	\$	0.00
(Line 6 from prior Certificate)		

8. Current Payment Due	\$	0.00
(Line 6 less Line 8)		

9. Balance To Finish Plus Retainage	\$	65,413.86
(Line 3 less Line 6)		

REQUISITION NO:

0

PERIOD TO:

29-May-26

CONTRACT DATE:

CONTRACT FOR:

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

County: Duval
Subscribed and sworn to before me on this
Notary Public:
My Commission expires:

BUILDER:

ARKEST LLC

AMOUNT CERTIFIED

\$0.00

(Attach explanation if amount certified differs from the amount applied for)

OWNER:

TOWN OF JUPITER

By:

Date:

By:

Date:



MEMORANDUM FROM THE FINANCE DEPARTMENT

To: Scott Reynolds, Chief Financial Officer

From: Robert Rounds, Procurement Manager *Robert Rounds*

Date: July 20, 2026

Re: Procurement Review – Work Order No. 12 Contract EPW 2025-34B
Arkest LLC, for the Fire Station 10 (Piatt) Diesel Fuel Tank Construction in the amount of \$65,414.

After reviewing the documents associated with the request to issue Work Order No. 12 to Arkest LLC from contract EPW 2025-34B for the Fire Station 10 (Piatt) Diesel Fuel Tank Construction in the amount of \$65,414, I have found that the request meets all procurement requirements of Section 255.20, F. S.

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

TOWN OF JUPITER
Interlocal Agreement for Toney Penna Drive and Central Boulevard Traffic Signal



DATE	August 6, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering & Public Works Director
SUBJECT	Resolution 29-26 , Approving an Interlocal Agreement with Palm Beach County for the Toney Penna Drive-Central Boulevard Traffic Signal Project

EXECUTIVE SUMMARY

Staff is requesting Town Council approval of Resolution 29-26, authorizing an Interlocal Agreement (ILA) with Palm Beach County (PBC) for the design, permitting, bidding, construction, and maintenance associated with a new traffic signal at the intersection of Toney Penna Drive and Central Boulevard.

Pursuant to the ILA, PBC will administer all phases of the project, while the Town will reimburse PBC for 50 percent of the actual project costs. The Town will also assist, as necessary, with right-of-way or easement acquisition, design reviews, permitting coordination, utility coordination, and other project support activities. Following completion, Palm Beach County will assume responsibility for operation and maintenance of the traffic signal in accordance with the existing Traffic Control and Road Jurisdiction Agreement.

In FY2023, the Town Council appropriated \$362,416 within the Community Investment Program (CIP) for the Town's share of the project. An additional \$120,084 from General Fund Reserves is required to fully fund the Town's obligations under the Interlocal Agreement. The Town has also been awarded a \$350,000 legislative appropriation in the State of Florida FY2027 budget to help offset the Town's local cost share. Because the appropriation will be administered as a reimbursable grant, General Fund Reserves will initially provide the required funding. Upon receipt of the State reimbursement, the General Fund Reserves and a portion of the CIP funding will be replenished based on the final eligible project costs.

The Town Attorney has reviewed the agreement and finds it to be in acceptable legal form.

ANALYSIS

Palm Beach County (PBC) Traffic Division completed a traffic signal warrant analysis and determined that a traffic signal is warranted at the intersection of Toney Penna Drive and Central Boulevard. Pursuant to the proposed Interlocal Agreement (ILA), PBC will administer all phases of the project, including design, permitting, bidding, construction, construction engineering and inspection (CEI), and project closeout. The Town will reimburse PBC for 50 percent of the actual eligible project costs in accordance with the ILA. Upon completion, all

traffic signal and associated roadway improvements constructed as part of the project will be owned, operated, and maintained by PBC.

STRATEGIC PRIORITY

- Safety
- Manage Growth

ATTACHMENTS

1. Resolution 29-26 and Agreement
2. Procurement Review Memo

FUNDING SOURCE

Amount of this Request	\$ 482,500	
Amount Approved in Budget	\$ 362,416	Sources*: 31031041-563100-E0015 CIP Infrastructure Toney Penna and Central Blvd
Additional Funding Requested	\$ 120,084	Sources*: 001-380000 General Funds Reserve

*Up to \$350,000 to be reimbursed by State of Florida legislative appropriation

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

RESOLUTION 29-26

A RESOLUTION OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND PALM BEACH COUNTY FOR THE DESIGN, PERMITTING AND CONSTRUCTION OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF CENTRAL BOULEVARD AND TONEY PENNA DRIVE

WHEREAS, the Town of Jupiter is entering into an Interlocal Agreement with Palm Beach County for the design, permitting and construction of a traffic signal at the intersection of Central Boulevard and Toney Penna Drive; and

WHEREAS, the Town of Jupiter is a municipality of the State of Florida within such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Jupiter has agreed with Palm Beach County Traffic Division's determination that a new traffic signal is warranted at the intersection of Central Boulevard and Toney Penna drive; and

WHEREAS, the Town of Jupiter has agreed to a 50-50 cost sharing with Palm Beach County, for the design, permitting and construction costs for a traffic signal system at the intersection of Central Boulevard and Toney Penna Drive, with Palm Beach County managing/performing all required design, permitting, bidding and construction aspects of the project; and

WHEREAS, the Town and Palm Beach County believe the public's interest will be best served by the Parties entering into this Interlocal Agreement; and

WHEREAS, the Town's Community Investment Program has funds in its current budget which are available for the funding of the Town's 50% of the estimated project costs.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Council hereby approves the Agreement and authorizes the Mayor and Town Clerk of the Town of Jupiter to execute the agreement, for recording at the Office of the Clerk of Circuit Court, Palm Beach County, copy of which is attached hereto and incorporated herein as **Exhibit "1"**.

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

Exhibit 1

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF JUPITER PROVIDING FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF TONEY PENNA DRIVE AND CENTRAL BOULEVARD.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this _____ day of _____, 2026, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the Town of Jupiter, a municipal corporation of the State of Florida (TOWN) (individually Party or collectively Parties).

WITNESSETH:

WHEREAS, the COUNTY and the TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, Section 316.006(2)(a), Florida Statutes, as amended, vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads; and

WHEREAS, Section 316.006(2)(c), Florida Statutes, as amended, provides that the TOWN may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority over areas within the TOWN to the COUNTY as described herein; and

WHEREAS, on July 25th, 1978, the COUNTY and the TOWN entered into an interlocal agreement (R78-911) (TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT), as amended by R92-766, R98-1852 and R2019-1864, wherein the TOWN transferred certain traffic control functions and duties to the COUNTY over specific roads and signalized intersections; and

WHEREAS, the first amendment, R92-766, the TOWN transferred traffic control of Central Boulevard to the COUNTY and took back traffic control of Toney Penna Drive; and

WHEREAS, the intersection of Toney Penna Drive and Central Boulevard in the TOWN, is currently an un-signalized intersection over which the COUNTY has traffic control authority, pursuant to the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT, as amended, and

WHEREAS, the Palm Beach County Comprehensive Plan Thoroughfare Right of Way Identification Map, as may be amended, depicts a network of roadways required to meet future traffic demands, with some roadways maintained by the State or the COUNTY, and some by municipalities (collectively, THOROUGHFARE); and

WHEREAS, Central Boulevard is within the municipal limits of the TOWN and is a COUNTY maintained THOROUGHFARE road right-of-way; and

WHEREAS, Toney Penna Drive is within the municipal limits of the TOWN and is a TOWN maintained THOROUGHFARE road right-of-way; and

WHEREAS, pursuant to section 1.c of the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT the COUNTY is responsible to install, maintain and operate new traffic signals where warranted; and

WHEREAS, the County Engineer has determined that a new traffic signal is warranted at the intersection of Toney Penna Drive and Central Boulevard (INTERSECTION) based upon standards contained in the Manual on Uniform Traffic Control Devices (MUTCD); and

WHEREAS, the COUNTY and the TOWN desire to work together to design and fund the construction of a new traffic signal at the INTERSECTION, as provided herein; and

WHEREAS, the COUNTY and the TOWN agree that it is in the public's interest to install a traffic signal at the INTERSECTION (PROJECT); and

WHEREAS, the PROJECT is to be constructed within COUNTY and TOWN rights-of-way; and

WHEREAS, COUNTY agrees to design and construct the PROJECT, as provided herein; and

WHEREAS, following its completion, the COUNTY shall maintain the PROJECT pursuant to the Traffic CONTROL AND ROAD JURISDICTION AGREEMENT; and

WHEREAS, COUNTY and TOWN agree to share the costs for design and construction of the PROJECT, as provided herein; and

WHEREAS, the TOWN and COUNTY believe the public's interest is best served by the Parties entering into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings, the Parties do hereby covenant, and agree as follows:

Section 1. Recitals

The above recitations are true and correct and incorporated herein.

Section 2. Purpose

The purpose of this AGREEMENT is to memorialize the conditions upon which the COUNTY and TOWN agree to share the costs and responsibilities for design, construction, inspection, and maintenance of the PROJECT.

Section 3. TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT

Except as hereby amended, changed, or modified, all other provisions of the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT, as amended, shall remain in full force and effect.

Section 4. TOWN's Responsibilities

TOWN agrees to:

- a. Acquire any required property interests over property located within the TOWN's municipal limits that the COUNTY determines are necessary to construct and or maintain the PROJECT in perpetuity. The COUNTY will not begin construction activities until the TOWN's required property interests are obtained.
- b. Except for the costs to acquire any required easements, reimburse the COUNTY for 50% of the total actual costs required to design, permit, construct, and inspect the PROJECT. The construction costs include any costs, including but not limited to, required to relocate conflicting utilities as may be required to construct and or maintain the PROJECT. The costs of the PROJECT shall be based on the actual costs incurred by the COUNTY. Based on the current COUNTY annual signal construction contract, the COUNTY's preliminary cost estimate for 100% of the PROJECT costs related to design, permitting construction,

and inspection is \$965,000. Within thirty (30) days of the COUNTY's written request, including all required supporting and back up documentation, the TOWN shall pay the COUNTY 50% of the total actual costs as referenced herein above.

- c. To not unduly withhold or delay any TOWN permits that may be necessary to construct or maintain the PROJECT.
- d. Grant, to the COUNTY at no cost to the COUNTY, such required property rights within TOWN right-of-way for performance of the design, permitting, construction, or maintenance of the PROJECT.
- e. Within seven (7) calendar days of the COUNTY's notice, the TOWN may inspect the PROJECT, including any private property that was disturbed, and provide the COUNTY with a list of any corrective actions for the PROJECT in accordance with the COUNTY construction contract(PUNCH LIST).
- f. Relocate utilities under the authority of the TOWN that the PROJECT design engineer determines to be in conflict with the PROJECT.
- g. Assist with quality assurance and quality control of the PROJECT at any time during the design, permitting and construction phases of work.

Section 5. COUNTY's Responsibilities

COUNTY agrees to:

- a. Acquire easements over property located in unincorporated COUNTY that the COUNTY determines are necessary to construct and or maintain the PROJECT in perpetuity, and prepare all required easement documents.
- b. Develop the engineering design and construction plans for the PROJECT.
- c. During design plan development, submit a courtesy copy of the in-progress plans for the TOWN'S review and comment and address TOWN'S comments.
- d. Obtain all required permits for the PROJECT.
- e. Award the PROJECT to one of the COUNTY's annual signal contractors for construction (CONTRACTORS).
- f. Construct the PROJECT.
- g. Provide construction project management / construction engineering and inspection services for the PROJECT.
- h. Provide the TOWN a minimum seven (7) calendar days' notice before the COUNTY's final inspection of the PROJECT, to permit the TOWN time to perform inspections of the PROJECT improvements including those within the Toney Penna Drive right of way, and any private property that was disturbed.
- i. Pursuant to the terms of the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT, assume maintenance responsibility for the PROJECT upon the completion of the PROJECT.

- j. Provide the CONTRACTOR with the COUNTY and TOWN's PUNCH LIST.
- k. Provide to the TOWN a signed and sealed copy of the as-built plans for the PROJECT in PDF and a copy of the PROJECT files in PDF and CAD.
- l. Assemble final PROJECT cost tabulation, including detailed back up documentation for the total actual costs required to design, permit, construct, and inspect the PROJECT and submit same to the TOWN with a final invoice for final payment from TOWN to COUNTY of the TOWN'S 50% share of PROJECT costs.

Section 6. Termination

This AGREEMENT may be terminated by COUNTY or TOWN upon formal written notice given at least ninety (90) days prior to the next succeeding October 1st and said October 1st shall be the effective date of such termination. If termination occurs before PROJECT is completed, the COUNTY shall cease work on PROJECT. The TOWN shall reimburse COUNTY for 50% of the total actual costs that the COUNTY expended to design, permit, construct, and inspect the PROJECT, as of the termination date. The TOWN shall purchase the uninstalled PROJECT materials from the COUNTY within 90 days of the termination date. If not purchased and collected by the TOWN within 90 days, these PROJECT materials shall become property of the COUNTY.

Section 7. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

Section 8. Filing

Upon execution by both Parties, a certified copy of this AGREEMENT shall be filed by the County with the Clerk of Circuit Court in and for Palm Beach County.

Section 9. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be inoperative, void, or otherwise invalid, such holding shall not affect the remaining portions of this AGREEMENT, and the same shall remain in full force and effect.

Section 10. Insurance

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, TOWN and COUNTY represent that each governmental entity is subject to the limitations of Florida Statutes 768.28 as amended. TOWN and COUNTY each agree to maintain fiscally sound and prudent insurance programs with regard to their respective obligations under this AGREEMENT.

Should either TOWN and/or COUNTY contract with a third-party to perform any service related to the AGREEMENT, TOWN and/or COUNTY shall require the third-party to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$2,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include TOWN and COUNTY as Additional Insureds.

Section 11. Indemnification

The TOWN shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the TOWN. The TOWN's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes § 768.28 be waived.

Section 12. Notices

All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the Party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of COUNTY and the TOWN:

COUNTY: Palm Beach County Engineering and Public Works Department
 Attn: Motasem A. Al-Turk, Ph.D., P.E.
 Traffic Division Director
 P.O. Box 21229
 West Palm Beach, FL 33416-1229

With a copy to: Palm Beach County Attorney's Office
 Attn: Yelizaveta B. Herman
 Assistant County Attorney
 P.O. Box 1989

West Palm Beach, FL 33416-1229

TOWN: Town of Jupiter, Engineering and Public Works Department

Attn: George Dzama, P.E.

Director of Engineering & Public Works

210 Military Trail

Jupiter, FL 33458

With a copy to: TOWN Attorney's Office

Attn: Thomas Baird

210 Military Trail

Jupiter, FL 33458

Section 13. Legal Fees

Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this AGREEMENT shall be borne by the respective Parties.

Section 14. Governing Law Venue

This AGREEMENT shall be governed by and in accordance with the laws of the state of Florida. Venue for any and all legal actions necessary to enforce this AGREEMENT shall be held 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.

Section 15. Records

The COUNTY and TOWN shall maintain such books, records and documents as may be necessary to justify all charges, expenses and costs incurred under this AGREEMENT for at least five (5) years after completion or termination of this AGREEMENT.

Section 16. Non-Discrimination

The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or genetic information from the benefits of or be subjected to any form of discrimination under any activity

carried out by the performance of this AGREEMENT, as provided in County R-2025-0748, as may be amended.

Section 17. Contractual Relationship

The TOWN is, and shall be, in the performance of all work, services and activities under this AGREEMENT, an independent contractor and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the TOWN's sole direction, supervision, and control. The TOWN shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The TOWN's relationship and the relationship of its employees, agents or contractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The TOWN does not have the power or authority to bind the COUNTY in any promise, agreement, nor representation.

The County does not have the power or authority to bind the Town in any promise, agreement, nor representation.

Section 18. Legal Compliance

The TOWN and COUNTY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing their responsibilities under this AGREEMENT.

Section 19. Convicted Vendor List

As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, the TOWN and COUNTY shall have its contractors certify that their 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 thirty-six (36) months immediately preceding the date hereof.

Section 20. Preparation of the Agreement

The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

Section 21. Assignment

Neither the COUNTY nor the TOWN shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 22. Amendment

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

Section 23. Inspector General

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 TOWN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of COUNTY Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 24. Third-Party Beneficiary

No provision of this AGREEMENT is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a Party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the TOWN.

Section 25. Default/Cure

The Parties expressly covenant and agree that in the event either Party is in default of its obligations herein, the Party not in default shall provide to the Party in default, a 30-day written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.

Section 26. 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 Parties may execute the AGREEMENT through electronic or manual means.

Section 27. Appropriations

COUNTY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Board of County Commissioners. The TOWN's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the TOWN Council.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this day and year first above written.

TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by _____ as its duly authorized representative this _____ day of _____, 2026.

ATTEST

TOWN OF JUPITER

Merriane Lahmeur
Town Clerk

Jim Kuretski
Mayor

APPROVED AS TO FORM &
LEGAL SUFFICIENCY

Thomas J. Baird
Town Attorney

PALM BEACH COUNTY

EXECUTED by COUNTY this _____ day of _____
_____, 2026.

(COUNTY Seal)

ATTEST:

MICHAEL A. CARUSO
CLERK of the
CIRCUIT COURT &
COMPTROLLER

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Motasem Al-Turk, P.E., Ph.D.
Traffic Division Director

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA BY
AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Yelizaveta B. Herman
Assistant County Attorney

By: _____
Sara Baxter, Mayor

#5940035 v1 26503-00001



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: July 23, 2026
To: Scott Reynolds, Chief Financial Officer
From: Robert Rounds, Procurement Manager *Robert Rounds*
Re: Procurement Review Memo – Resolution 29-26 Interlocal Agreement (ILA) with Palm Beach County for the Toney Penna Drive-Central Boulevard Traffic Signal Project.

After reviewing the documents associated with the request to execute a new interlocal agreement (ILA) between the Town and Palm Beach County for the design, permitting, bidding, construction, and maintenance associated with a new traffic signal at the intersection of Toney Penna Drive and Central Boulevard, I have found that the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements.

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

TOWN OF JUPITER
408 Center Street Maintenance Agreement



DATE	August 6, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering & Public Works Director
SUBJECT	Resolution 83-26 , Approving an Agreement with 408 Center Street for Improvements and Maintenance of Public Right of Way.

EXECUTIVE SUMMARY

Town staff is requesting Town Council approval of Resolution 83-26 authorizing a Public Right of Way Agreement (Agreement) with the owner of 408 Center Street (Owner) for improvements installed within the Town-owned public alley right of way located south of the property.

The improvements consist of a geotextile roadway stabilization system that is not constructed in accordance with the Town's Engineering Standards and therefore requires the Agreement. The Agreement obligates the Owner to perpetually maintain, repair, replace, and assume all liability associated with the improvements, relieving the Town of any future maintenance responsibility.

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

ANALYSIS

The Town owns the public alley right of way located south of the property and extending eastward to the North Loxahatchee Drive right of way. In accordance with the permit, the Owner was required to improve the alley right of way to support vehicular use for access to the south side of the building. The Owner secured a permit from the Town that included stabilization of the alley using a traffic-rated pervious geotextile system called True Grid, which is a form of green infrastructure.

The Town considers the True Grid system to be a non-standard or specialty stabilization system that the Town does not install and maintain within the right of way. As a condition of the permit issuance, the Town required the Owner to assume the perpetual responsibility for maintaining the installed True Grid system located within the Town's alley right of way. The Agreement established the Owner's maintenance responsibilities. Approval of Resolution 83-26 authorizes execution and recordation of the Agreement that formally establishes Owner's perpetual maintenance obligations.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 83-26 and Agreement

FUNDING SOURCE

Funding is not necessary for this request.

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

RESOLUTION 83-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE APPROVAL OF THE “408 CENTER STREET AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN PUBLIC RIGHTS OF WAY”

WHEREAS, the Town of Jupiter is a municipality of the State of Florida within such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the 408 Center Street is a commercial property/development (“Property”) in the Town of Jupiter, located on south side of Center Street and slightly west of North Loxahatchee Drive; and

WHEREAS, as Owner of the Property recently renovated and improved the Property including building renovations and the addition of new paved parking and pedestrian facilities on the north and south sides of the building on the Property; and

WHEREAS, the Town of Jupiter owns public alley right of way located south of the Property and extending eastward to the North Loxahatchee Drive road right of way; and

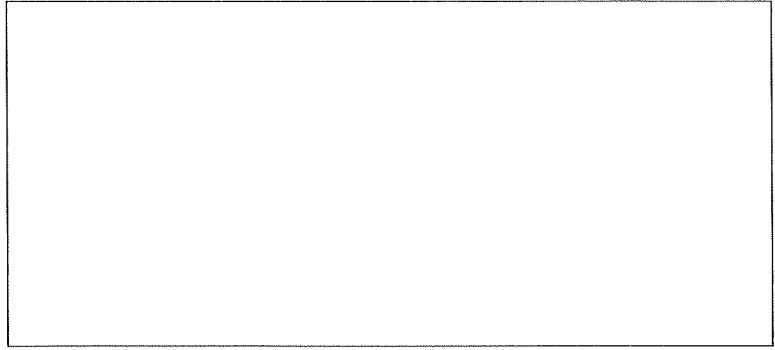
WHEREAS, the Owner was required to improve (stabilize) the previously unimproved alley right of way to support use of the alley for access to the new parking established on the south limits of the Property; and

WHEREAS, as a condition of the permitting process for the public alley improvements, the Town required the Owner to assume the perpetual maintenance responsibility for the installed alley stabilization improvements within the Town’s alley right of way, by execution of the 408 Center Street Agreement to Install and Maintain Improvements in Public Rights of Way (“Agreement”).

NOW THEREFORE, be it resolved by the Town Council of the Town of Jupiter, Florida:

Section 1. The Council hereby approves the Agreement and authorizes the Mayor and Town Clerk of the Town of Jupiter to execute the agreement, for recording at the Office of the Clerk of Circuit Court, Palm Beach County, copy of which is attached hereto and incorporated herein as **Exhibit “1”**.

Section 2. This Resolution shall take effect immediately upon adoption.



408 CENTER STREET AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN PUBLIC RIGHTS OF WAY

THIS “408 CENTER STREET AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN PUBLIC RIGHTS OF WAY” (the “Agreement”) is made this _____ day of _____, 2026, by and between Stacey Telenzak, owner of the property with address of 408 Center Street, hereinafter referred to as (“Telenzak”), and the Town of Jupiter, a municipal corporation of the State of Florida (“Town”).

WHEREAS, Telenzak is the owner of real property located at 408 Center Street in Jupiter Florida (“Property”), legally described in Exhibit A; and

WHEREAS, the development project known as “408 Center Street Project”, is to be constructed on the Property and on certain abutting or adjacent public road rights of way (collectively “Public Rights of Way”) defined in **Exhibit B**; and

WHEREAS, in order to enhance the access, parking, pedestrian, and landscaping amenities on the Property, “Special Improvements” as defined in **Exhibit C**, were installed within the Public Rights of Way; and

WHEREAS, as part of the Town’s approval of the Project, and as part of the Town’s agreement to approve and permit the installation of the Special Improvements, the Town requires Telenzak, and his successors and assigns, to maintain in perpetuity the Special Improvements; and

WHEREAS, Telenzak agrees to maintain in perpetuity the Special Improvements.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Telenzak and the Town agree as follows:

1. **Representation of Ownership.** The Town hereby represents that it is the owner or beneficiary of the Public Rights of Way, by plat or easement dedication, deed or other instrument and that it has the right to enter into this Agreement, and that the person signing this Agreement has the authority to sign and execute this Agreement on behalf of the Town.
2. **Agreement of Town to Maintain.** Notwithstanding the agreement of Telenzak to maintain the Special Improvements, the Town shall maintain certain infrastructure improvements within certain public rights of way as defined in Exhibit C.
3. **Agreement of Telenzak to Maintain.** Telenzak shall, at its sole cost and expense, be responsible for designing, permitting, installing, maintaining, repairing, replacing, and operating the Special Improvements as defined in **Exhibit C**, as specified herein. Telenzak shall perform its obligations described herein, in a manner so as to minimize damage, disruption and inconvenience to the other properties, including Town property and rights-of-way, and which may be disturbed or affected by Telenzak's actions shall be restored to the equal or better condition thereof prior to such entry, damage or disruption. All installation, maintenance, repair, replacement and operation of the Special Improvements shall be performed in a first class condition and manner and shall comply with all permits now or hereafter issued for the Special Improvements and with all applicable governmental permits, approvals, laws, codes and requirements, including ordinances and regulations of the Town, and with the Town's Engineering Division standards. In the event that Telenzak fails to maintain the Special Improvements in accordance with the ordinances and regulations of the Town, the Town may provide Telenzak with courtesy written notice of the violation(s) and shall specify the nature of each violation. If Telenzak fails to remedy such violation(s) within thirty (30) days after receipt of written notice from the Town, then the violation(s) shall be directed to the Town Code Enforcement Division for enforcement proceedings. The Town shall have the right, but not the obligation, to maintain the Special Improvements, and shall be reimbursed by Telenzak for all costs and fees incurred including, the reasonable cost of the time of Town staff, attorneys and consultants, if any.
4. **Telenzak to Indemnify, Defend and Hold Harmless the Town.** Telenzak shall indemnify, defend, and hold harmless, the Town, and its agents, employees, elected and appointed officials, consultants and independent contractors, from and against, any and all claims, demands, actions, suits, losses, damages, expenses, judgments (including court costs and reasonable attorney's fees at all levels) and claims of liability, which may arise out of, or are alleged to have arisen out of Telenzak's installation, maintenance, repair, operation, use, or occupancy of the Special Improvements, and all claims arising directly or indirectly from Telenzak's installation, maintenance, repair, operation, use, or occupancy of the Special Improvements, including but not limited to, the contractual liabilities of Telenzak arising out of this Agreement. However, Telenzak shall not indemnify, defend or hold harmless the Town from any of the foregoing arising out of, or related to, the negligent acts of the Town, its agents, employees, elected and appointed officials, consultants and independent contractors. This indemnity obligation shall survive the termination of this Agreement.
5. **Hazardous Materials.** Telenzak and the Town represent that they have no knowledge of any substance, chemical, or waste (collectively "substance") upon or within the Public Rights of Way that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation, and that there is no known violation of any such law or regulation existing within or upon the Public Rights of Way at the time of execution of this Agreement.

6. **Covenant to Run with the Land.** This Agreement and the covenants contained herein, shall be perpetual and non-exclusive, shall be binding upon Telenzak and the Town, and shall run with the Exhibit A land. Neither party shall perform any actions which may in any way interfere with the other party's duties and obligations under this Agreement.
7. **Recordation in Public Records of Palm Beach County, FL.** Upon full execution by the parties, this Agreement shall be recorded by Town in the Public Records of Palm Beach County, Florida with Telenzak to pay the costs of recording. The Town shall provide Telenzak with a copy of the recorded instrument following recordation.
8. **Miscellaneous Terms.**
- a. **Binding Agreement.** This Agreement, when duly executed by the parties will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
 - b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - c. **Venue.** Any action or proceeding of any kind arising out of or related to this Agreement shall be brought in the appropriate State or Federal Court for Palm Beach County, Florida. The parties hereto irrevocably consent to service, jurisdiction, and venue in the courts of Palm Beach County, Florida, for any litigation arising from this Agreement and waive any other venue to which any of them might be entitled.
 - d. **Headings/Interpretation.** The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.
 - e. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any entity or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - f. **Recitals.** All recitals, including all defined terms, set forth hereinabove and exhibits attached hereto shall be deemed incorporated into and a part of this Agreement.
 - g. **Construction.** This Agreement will not be construed more strictly against one party than against any other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.
 - h. **Attorneys' Fees.** If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred, including reasonable attorneys' fees and expenses and court

costs at the pretrial level, the trial level, and in connection with all appellate and bankruptcy proceedings. Fees for paralegals and other legal support personnel shall be a recoverable expense in accordance with the preceding sentence.

- i. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHTS ANY OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.
- j. Modification/Waiver. No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto, unless reduced to writing and signed by such party. Waiver or forbearance by the Town of any provisions or breach of any provision of this Agreement shall not operate or be construed to forfeit any of the Town's rights or a waiver or forbearance of any other provision of this Agreement or of any future breach of this provision so waived.
- k. Notices. All notices required or permitted by this Agreement will be in writing and hand delivered or sent by facsimile, express mail, overnight delivery service or registered or certified mail, with return receipt requested and postage prepaid, to the addresses of the parties set forth below or to such other addresses as the parties may designate in writing. Notices will be deemed delivered: (i) if hand delivered, transmitted by facsimile, sent by express mail or overnight courier service, when received by the recipient; or (ii) if sent by mail, three (3) days after deposit in the United States mail, with sufficient prepaid postage affixed to carry same to its destination.
- l. Counterparts and Facsimile. This Agreement may be executed in as many counterparts as is deemed necessary or appropriate. Each such counterpart will constitute an original and all counterparts together shall be deemed one agreement. If this Agreement is executed and transmitted by facsimile, such facsimile copy shall be deemed an original for all purposes and shall be binding on the parties as such.
- m. Third Parties. Unless expressly stated to the contrary in this Agreement, nothing contained in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party as a third party beneficiary or otherwise.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the dates hereinafter set forth.

TELENZAK

By: STY

Printed Name: Sta[€]cy Telenzak

Title: Owner

Date: 8/11/25

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 11 day of AUGUST, 2025, by **Sta[€]cy Telenzak**. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

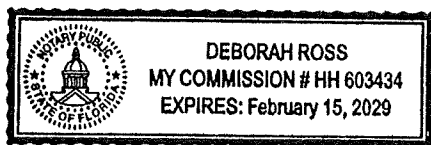
DEBORAH ROSS
Signature of Notary Public, State of Florida

DEBORAH ROSS

Print, Type, or Stamp Name of Notary Public

My Commission Expires: 2/15/29

[NOTARY SEAL]



THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by _____ as its duly authorized representative this _____ day of _____, _____.

BY: _____
Jim Kuretski, Mayor

ATTESTED BY: _____
Merriane Lahmeur, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

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

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]

408 CENTER STREET LEGAL DESCRIPTION

Lot 2, Block 3, Pine Gardens, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Page 77.

The infrastructure improvements subject to this Agreement are located in the following described Public Rights of Way (road rights of way tracts or easements):

- A. 16 foot wide public alley right of way abutting the south side of the Property defined in Exhibit A, and extending eastward to and abutting the west right of way line of North Loxahatchee Drive public road right of way, both as established in the land subdivision plat titled Pine Gardens, as recorded in Plat Book 2 Page 77 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- B. Four foot width public alley right of way strip along south limits of the Property, dedicated / deeded by Easement from Telenzak to the Town (separately recorded instrument), as part of the 408 Center Street Project.

SPECIAL IMPROVEMENTS MAINTAINED BY STACY TELENZAK

The following listing defines the Special Improvements and obligations that Telenzak will design, permit, operate, maintain, and perform within the Public Rights of Way defined in Exhibit B.

TrueGrid manufactured ground stabilization system including:

1. All at grade and below grade components, layers and elements of the TrueGrid system
2. Edge restraint system for the perimeter edges of the TrueGrid system
3. Stop bar and centerline striping in TrueGrid system using TrueGrid manufactured inserts
4. Initial installation of Stop sign at approach to North Loxahatchee Drive
5. Initial installation of 9 button sign placards at west limits of alley

STANDARD RIGHT OF WAY IMPROVEMENTS MAINTAINED BY THE TOWN OF JUPITER

1. Type F or Valley curb along edge of North Loxahatchee Drive roadway pavement
2. North Loxahatchee Drive roadway pavement
3. Concrete turnout for alley off of North Loxahatchee Drive roadway
4. Alley stop sign at approach to North Loxahatchee Drive (initial installation by Telenzak)
5. 9 button sign placards at west limits of alley as may be required to be installed under the Engineering Permit for 408 Center St Project (initial installation by Telenzak)

TOWN OF JUPITER
Interlocal Agreement with the School Board of Palm Beach County



DATE	August 6, 2026
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kristin George, Director of Parks and Recreation
SUBJECT	Resolution 90-26 , Approving an Interlocal Agreement with the School Board of Palm Beach County for Mutual Use of Town and Jupiter Community High School's Recreational Facilities.

EXECUTIVE SUMMARY

The Town of Jupiter and the School Board of Palm Beach County (SBPBC) have a long-standing partnership focused on providing recreational and athletic opportunities for the community through the shared use of facilities at Jupiter Community High School and various Town-owned parks and recreational amenities. A prior Interlocal Agreement (ILA) governing these shared uses was developed in 2014 when the Town made a significant financial contribution towards the construction of the Jupiter Community High School Stadium. This Agreement expired in May 2024.

Resolution 90-26 proposes the approval of an ILA between the Town of Jupiter and the School Board of Palm Beach County (SBPBC), which reestablishes the formal partnership for the shared use of recreational and athletic facilities located at Jupiter Community High School and Town-owned recreational facilities. The Agreement will accomplish the following:

- Formalize procedures and priorities for the mutual use of facilities between the Town and the School Board;
- Provide Town residents with access to recreational amenities located at Jupiter Community High School;
- Allow Jupiter Community High School access to Town recreational facilities for school-related athletic and community activities;
- Maximize the efficient use of existing public facilities while minimizing duplication of recreational infrastructure and associated costs;
- Promote continued collaboration between the Town and the School Board in support of recreational programming, youth athletics, and community events benefiting Jupiter residents and students.

Approval of this item will allow the Mayor to execute the Agreement between the Town and the School Board of Palm Beach County.

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

ANALYSIS

Under the proposed Agreement, the School Board will continue to make designated facilities at Jupiter Community High School available for community and Town programming purposes, including athletic fields, gymnasiums, classrooms, the running track, and parking areas, subject to established scheduling priorities and operational requirements. In turn, the Town will continue to provide the School Board with access to designated Town recreational facilities for School Board activities and programs.

The Agreement provides for an initial one-year term with automatic annual renewals for up to four additional one-year terms unless terminated by either party in accordance with the Agreement provisions.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Resolution 90-26 and Agreement
2. Previous Interlocal Agreement
3. Procurement Review Memo

FUNDING SOURCE

Funding is not necessary for this request.

For more information or copies of the attachments, please contact Kristin George at kristing@jupiter.fl.us or 561-741-2328.

RESOLUTION NO. 90-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY FOR MUTUAL USE OF RECREATIONAL FACILITIES

WHEREAS, the Town of Jupiter ("Town") and the School District of Palm Beach County ("School District") desire to continue a cooperative partnership for the shared use of recreational and athletic facilities for the benefit of the community; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes public agencies to enter into interlocal agreements for the mutual exercise of powers and responsibilities; and

WHEREAS, the proposed Interlocal Agreement establishes procedures, operational responsibilities, scheduling priorities, and conditions governing the mutual use of recreational and athletic facilities owned and operated by the Town and the School District; and

WHEREAS, approval of the Agreement will expand recreational opportunities for Town residents and students, maximize the efficient use of existing public facilities, reduce duplication of recreational infrastructure, and continue the longstanding collaborative relationship between the Town and the School District; and

WHEREAS, the Town Council finds that approval of the Interlocal Agreement is in the best interest of the health, safety, and welfare of the residents of the Town of Jupiter.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated herein by reference.

Section 2. The Town Council hereby approves the Interlocal Agreement between the Town of Jupiter and the School District of Palm Beach County for the mutual use of recreational facilities, attached hereto as "**Exhibit 1**"

Section 3. The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of the Town.

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

**SPECIAL USE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER
AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR MUTUAL USE OF
JUPITER COMMUNITY HIGH SCHOOL AND RECREATIONAL FACILITIES**

This Interlocal Agreement is made this _____ day of _____, 202_, between the Town of Jupiter, a municipal corporation of the State of Florida ("Town") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and which each might exercise separately; and

WHEREAS, the Town and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the Town and Board desire the ability to use the facilities of the other in accordance with the terms outlined herein.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and Town to utilize each other's recreational facilities and provide a procedure for authorizing the use of the Board's recreational facilities by the Town of Jupiter Parks and Recreation Department that have been approved by the parties.

3. Definitions.

A. "Board Facilities" and "Board Facility" mean facilities owned or operated by the Board that are made available for public use by the Board and are used primarily for recreational activities, at Jupiter Community High School (JCHS) excluding facilities that are leased, licensed or under the contractual control of others. The terms "Board Facilities" and "Board Facility" shall include gymnasiums, playgrounds, tennis, racquetball and basketball courts, athletic fields and tracks, and parking lots at JCHS. In addition, classrooms and exterior meeting facilities at Jupiter Community High School may be considered "Board Facilities," for limited usage when District staff is available to staff the facility and subject to any additional labor fees being paid for as provided in this agreement.

B. "Town Facilities" and "Town Facility" mean facilities owned or operated by the Town that are made available for public use by the Town and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Town Facilities" and "Town Facility" shall include, parks, gymnasiums, pavilions, community centers, playgrounds, tennis, racquetball and basketball courts, athletic fields, and parking lots. Except as specifically provided in paragraph 4(O) below for one (1) non-recurring event, the terms "Town Facilities" and "Town Facility" shall not mean Town facility or Town controlled facilities to be used by the Board for non-recreational activities.

C. "Town Manager or Designee" means the Town Manager of the Town of Jupiter, Florida or an individual designated by the Town Manager.

D. "Facilities" means the Board Facilities and Town Facilities.

E. "Priority of Use" means the priority of uses when there are conflicting requests for the use of a Facility.

For Board Facilities, the Priority of Use at Jupiter Community High School shall be as follows:

1. Board activities and programs or Board Facility use agreements.
2. County activities and programs pursuant to the Mutual Use Interlocal Agreement entered into by the Board and Palm Beach County dated February 3, 2026, as extended, amended, restated or replaced from time to time;
3. Town of Jupiter Parks and Recreation Department activities.

For Town Facilities, the Priority of Use shall be as follows:

1. Town activities and programs or Town facility rental agreements or Town Athletic Facility Usage Policy reservations; and
2. JCHS Board activities and programs pursuant to this Agreement.

4. Use of Facilities by the Parties.

A. The Board agrees to make the Board Facilities available for use by the Town according to the Priority of Use at no cost or expense to the Town. The Town's use of the Board Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement, including but not limited to Exhibit "B" which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief Operating Officer and the Town Manager or designee without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws inclusive of executive orders, new legislation, or other lawful directives and other Board guidance reasonably necessary to ensure a safe environment for all participants.

B. The Town agrees to make available the Town Facilities for use by the Board according to the Priority of Use at no cost or expense to the Board, except as otherwise provided for in this Agreement. The Town is eligible to request use of the Board Facilities at the following public schools pursuant to this Agreement and the following public schools are eligible to request use of Town Facilities pursuant to this Agreement:

- **Jupiter Community High School ("JHS")**

C. The Board's use of the Town Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement, including but not limited to Exhibit "C" which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief Operating Officer and the Town Manager or designee without formal amendment hereto; (ii) the Town's rules, regulations and policies governing the use of the Town's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Town Facilities; and (iv) all applicable local, state and federal laws inclusive of executive orders, new legislation, or other lawful directives and other Town guidance reasonably necessary to ensure a safe environment for all participants.

D. The Town shall submit all requests for use of the Board Facilities in writing on the form attached hereto as Exhibit "A" to the Principal responsible for the management of the Board Facility or designee no less than thirty (30) days and no more than one hundred eighty (180) prior to the date that the Town desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the Town within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Board reserves the right to deny use of the Board Facility if that particular Board Facility is unavailable, has been selected to remain closed during the summer, Spring break or for other valid reasons in the sole discretion of the Board.

E. The Town and Board shall each be responsible for paying the actual charges incurred by each of them for necessary Facility staff and utilities if all or a portion of the Facility is scheduled to be closed or not normally staffed during the proposed use.

F. The Board shall submit all requests for use of the Town Facilities in writing on the form attached hereto as Exhibit "A" to the Director of Parks and Recreation or designee, no less than thirty (30) and no more than one hundred eighty (180) days prior to the date that the Board desires to use the Town Facility. The Town shall be responsible for ensuring that a written response to the request is provided to the Board within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Town reserves the right to deny use of the Town Facility if that particular Town Facility is unavailable, has been selected to close for renovations or maintenance, or for other valid reasons in the sole discretion of the Town.

G. Notwithstanding the requirements set forth in Paragraphs 4.D. and 4.F. above, in the event that a need to use a Facility arises less than thirty (30) days prior to the date the Town or Board Facility is needed, the Town or Board, as applicable, will use reasonable efforts to expedite the review of and accommodate such request to the extent practicable under the circumstances.

H. The Board and Town acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and Town agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

I. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

J. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned, when using the other's Facilities.

K. In the event the Facilities are damaged, the party using the Facilities of the other party shall promptly notify the other party in writing of the damage and shall reimburse the other party for the reasonable costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs which shall include associated repair estimate(s) and invoices.

L. The Facilities shall be surrendered by the party using the Facilities of the other party in the same condition as they were accepted and shall cause to be removed from the Facilities all waste, garbage, and rubbish resulting from such party's use of the Facilities.

M. The Board acknowledges and agrees that the Town may charge a fee for: (1) Town staff when Town Facilities are closed; (2) Town staff when they are necessary for the use of the Town Facility (3) Town staff for preparation of athletic Facilities for Board use, if field preparation is requested by the Board or if deemed necessary by the Town; and (4) Staff and utilities in accordance with Paragraph 4.E. of this Agreement.

N. The Town acknowledges and agrees that the Board may charge a fee for: (1) Board staff when Board Facilities are closed, including Friday's during the Summer and Spring break; (2) Town staff when they are necessary for the use of the Town Facility; (3) Board staff for preparation of athletic Facilities for Town use, if field preparation is requested by the Town, or if deemed necessary by the Board; and (4) Staff and utilities in accordance with Paragraph 4.E. of this Agreement.

O. The Town may use a Board Facility or other Board-owned and controlled facility for a one-time Town meeting or annual Town-sponsored community event with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the Town's other uses of the Board Facilities set forth in this Agreement.

P. The Board may use a Town Facility or other Town-owned and controlled facility for a one-time Board meeting or annual Board-sponsored community event with at least thirty (30) days' prior written authorization from the Town's Town Manager or designee, provided that the event directly benefits the community or student population and does not exceed one (1) calendar day. Such an event shall have the same priority as the Board's other uses of the Town Facilities set forth in this Agreement. This Agreement and the foregoing provision shall not apply to Board employee or contractor training at a Town Facility or other Town-owned and controlled facility. Requests to use any Town facility for Board employee or contractor training shall be by separate written request to the Town Manager or designee, who may grant the request in whole or in part in his or her sole discretion. Such requests must be made in writing to the Town Manager at least thirty (30) days prior to the start of the training (with 60 days prior notice if multiple

rooms are needed) and such requests shall not exceed ten (10) requested dates for use per year. Requests made less than the time frames provided or for longer than one (1) calendar day will be treated outside this Agreement and be subject to the Town's standard process and fees for use of Town facilities.

5. Maintenance/Repair of Facilities.

The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility. The parties agree to use best efforts to provide each other a list of planned closures for maintenance and/or repairs of their respective Facilities on a semi-annual basis with three (3) months' notice wherever possible.

6. Notification of Responsibilities under Agreement.

The Board agrees to notify the JHS Principal of the terms and conditions of this Agreement and the Board's commitment to make the Board Facilities available to the Town of Jupiter Parks and Recreation Department in accordance with the Priority of Use.

7. Dispute Resolution.

In the event an issue arises, the dispute shall be referred to the Board's Chief Operating Officer and the Town Manager who shall both make a good faith effort to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation.

8. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party. The parties shall accept the Facilities in their "As Is", "Where Is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party.

9. License.

Notwithstanding any provision of this Agreement to the contrary, the use the Facilities by either of the parties shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either party any title, interest or estate in the Facilities.

10. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to

seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

11. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Paragraph 11 above.

12. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

13. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO TOWN:

Town of Jupiter
ATTN: Town Manager
210 Military Trail
Jupiter, Florida 33458

IF TO BOARD:

School Board of Palm Beach County, Florida
ATTN: Director of Planning and Intergovernmental Relations
3661 Interstate Park Road North, Suite 200
Riviera Beach, FL 33404

14. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, each party shall be responsible for their own attorney's fees and costs incurred.

15. Subordination to Bond and Grant Obligations.

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any

provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party in a manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations.

16. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

17. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

18. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

20. Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

21. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

23. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

24. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

25. Effective Date/Term.

This Agreement shall become effective when signed by both parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the Agreement to the other party pursuant to Paragraph 12.

26. Prohibition Against Alcohol, Tobacco and Drones.

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on Town or Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about Town or Board-owned property.

27. Inspector General.

The Town agrees and understands that, except as otherwise required by law, it will provide the School Board's Office of Inspector General ("School Board's Inspector General") access to records related to this Agreement as required by School Board Policy 1.092(5)(f) and Policy 6.14(12).

Similarly, in accordance with Article XII, Section 2-423 of the Palm Beach County Code, the Board acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Board has reviewed Article XII, Section 2-423 of the Palm Beach County Code and is aware of its rights and/or obligations under such ordinance.

28. No Third Party Beneficiaries.

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 Town and/or Board.

29. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the others use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

30. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

31. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

32. Jessica Lunsford.

While the Board is not responsible for the Town's compliance with the Jessica Lunsford Act as the Town is not an employee, contractual personnel, contractor, or vendor as outlined under Florida law, when applicable, employees, agents and contractors of the Town who have direct contact with students must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. The Town shall ensure that all required individuals submit to a level 2 background check. The Town agrees that no person who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the School Board's facilities when students are present.

33. E-Verify.

Each party to this Agreement shall register with and use the E-Verify system to verify the work authorization status of all new employees.

34. Security for Gates and Access Points.

Fla. Stat. 1006.07(6)(f) requires that all gates and access points that restrict ingress or egress to a school campus remain closed and locked while students are on campus. Town acknowledges that this Agreement may qualify for an exception as Shared Use under Fla. Stat. 1013.101. Town understands that should its use of Board Facilities

not qualify as Shared Use as outlined in Fla. Stat. 1013.101, that, when applicable, it will be required to comply with all safety requirements outlined in Fla. Stat. 1006.07(6)(f) at its sole cost and expense.

35. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

36. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

37. Authority to Execute.

Each Person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

TOWN OF JUPITER, FLORIDA

**SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: _____
Jim Kuretski, Mayor

By: _____
Karen M. Brill, Board Chair

ATTEST:

ATTEST:

Merriane Lahmeur, Town Clerk

Michael J. Burke, Superintendent

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Thomas J. Baird, Town Attorney

School Board Attorney

Town Council Meeting Date

School Board Meeting Date

EXHIBIT "A"

THE TOWN OF JUPITER AND THE SCHOOL BOARD OF PALM BEACH COUNTY INTER-LOCAL RECREATIONAL FACILITY REQUEST FORM

Date Contact Person School Name (if applicable)

Phone Number Fax Number Other Contact Number

Address Town State/ZIP

FACILITY REQUEST:

Choice #1 Choice #2

Activity Age Group

Estimated Attendance:
Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

Date(s): _____

Time(s): From: _____ am/pm To: _____ am/pm

☐ New Request

☐ Repeat Request:

Date and location of previous use: _____

Other pertinent information (as necessary): _____

☐ Requesting Principal Date

☐ Director of Parks and Recreation or Designee

.....
☐ Approve ☐ Disapprove

Reason if disapproved: _____

☐ Principal Date

☐ Director of Parks and Recreation or Designee

EXHIBIT “B”

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the Board Facilities available for use by the Town according to the Priority of Use, at no cost to the Town and in accordance with the following maximum operational hours for indoor and outdoor Board Facilities.

When School is in session:

Weekdays (Monday through Friday):	From the close of the school day until 9:30 pm
Saturdays:	From 8:00 am until 9:30 pm
Sundays:	From 8:00 am until 1:00 pm
Jupiter Community High School Open Track*	Mon-Fri, 5:30 am until 7:00 am

When School is out of session (Summer Break and Spring Break):

Weekdays (Monday through Thursday):	From 8:00 am until 9:30 pm
Fridays*	From 8:00 am until 6:30 pm
Saturdays, Sundays:	Closed
Jupiter Community High School Open Track	Mon-Thurs, 6:30 am until 8:00 am

School Holidays and Winter Break:

The Board Facilities will be closed the day of the school holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving). The Board Facilities will also be closed for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's).

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and Town Manager or designee.

Town Use of Open Track

The Town will not have access to the JCHS Open Track when the school has home contests in the stadium, including football, soccer, lacrosse, flag football games and track meets. The Town may obtain the seasonal sports schedule from the School upon request.

Friday Use During Summer and Spring Break:

The Board Facilities are closed when School is out of session during the Summer Break and Spring Break. However, the Board Facilities may be made available during these times upon a request from the Town for a maximum of four (4) Fridays. The Board reserves the right to deny any such request based on staffing availability.

EXHIBIT “C”

Town of Jupiter Standard Recreational Facility Operating Hours

Town agrees to make the Town Facilities available for use by the Board according to the Priority of Use, at no cost to the Board and in accordance with the following maximum operational hours for indoor and outdoor facilities.

When School is in session:

Jupiter Community Center

Monday through Friday:

From 8:00 am until 8:30 pm

Saturdays:

From 8:00 am until 4:00 pm

Sundays:

Closed

Athletic Fields

Monday-Saturday:

From 8:00 am until 9:30 pm

Sundays:

From 9:00 am until 8:30 pm

When School is out of session:

Jupiter Community Center

Monday through Friday:

From 8:00 am until 8:30 pm

Saturdays:

Closed

Sundays:

Closed

Athletic Fields

Monday-Saturday

From 8:00 am until 9:30 pm

Sundays:

From 9:00 am until 8:30 pm

Town Holidays:

The Town Facilities will be closed or operating on adjusted Holiday Hours the day of the Town holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving. The Town Facilities will also be subject to shortened hours for Winter Break (traditionally the beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's).

The operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and Town Manager or his or her designee.

**SPECIAL USE INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF JUPITER
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE MUTUAL USE OF FACILITIES
AND
JUPITER STADIUM FIELD IMPROVEMENT PROJECT**

Filed with the Palm Beach
County Clerk's Office

MAY 12 REC'D

By: 

This SPECIAL USE INTERLOCAL AGREEMENT ("Agreement") is made this ____ day of April, 2014, between the Town of Jupiter, a municipal corporation of the State of Florida, ("Town") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the parties recognize that Jupiter Community High School ("JCHS") specially benefits from the longstanding positive relationship with the Town and the ability to use Town facilities for JCHS activities and programs; and

WHEREAS, the Town's government complex, including its Community Center, is located adjacent to the Board's JCHS; and

WHEREAS, the parties recognize that the Town specially benefits from the longstanding positive relationship with JCHS and the ability to use JCHS facilities for Town activities and programs; and

WHEREAS, the Town and Board desire the ability to use the facilities of the other; and

WHEREAS, JCHS has certain athletic facilities ("JCHS Athletic Facilities") and non-athletic facilities ("JCHS Facilities"); and

WHEREAS, Town would like to use the JCHS Athletic Facilities and JCHS Facilities for Town or Town Recognized Recreation Provider activities and programs when not in use by JCHS; and

WHEREAS, Board agrees the Town may use the JCHS Athletic Facilities and JCHS Facilities, as provided under the terms of this Agreement, provided the Board retains its priority for Board activities and programs; and

WHEREAS, Town's Community Center contains certain athletic facilities and the Town also owns and operates Jupiter Community Park, Lighthouse Park and Jupiter Community Park South ("Town Athletic Facilities"). The Town's Community Center also contains non-athletic facilities ("Town Facilities"); and

WHEREAS, Board would like to use the Town Athletic Facilities and Town Facilities for Board activities and programs when not in use by Town; and

WHEREAS, Town is receptive to Board's request to use the Town Athletic Facilities and Town Facilities, as provided under the terms of this Agreement, provided the Town retains its priority for Town activities and programs; and

WHEREAS, Town agrees to JCHS's desire to improve the JCHS Athletic Facilities with expanded use by Town and Town Recognized Recreation Providers; and

WHEREAS, the parties agree to cooperate to improve the JCHS Stadium Field with the addition of synthetic turf, which will allow for expanded use by the Board, JCHS, Town and Town Recognized Recreation Providers, including capital and renewal/replacement funding, in accordance with this Agreement ("the Project").

WHEREAS, in accordance with Florida law, Board is the owner and operator of public schools in Palm Beach County, including JCHS, and any obligation by JCHS or

the JCHS Athletic Boosters as set forth in this Agreement are derived from the Board pursuant to authority delegated by the Board to the JCHS Principal; and

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and Town to utilize each other's facilities located on real property owned by the respective parties and provide a procedure for authorizing; the use of JCHS Facilities and the JCHS Athletic Facilities by the Town and Town Recognized Recreation Providers; the use of Town Facilities and Town Athletic Facilities by Board and JCHS; and to provide for the Project.

3. Definitions.

A. "Director of Recreation Services" means the Director of the Recreation Services Division of the County's Parks and Recreation Department or his or her designee.

B. "Facilities" means the JCHS Facilities, JCHS Athletic Facilities, Town Facilities and Town Athletic Facilities.

C. "County" means Palm Beach County, a political subdivision of the State of Florida.

D. "JCHS Athletic Boosters" shall mean the support organization at JCHS for the athletic programs.

E. "JCHS Athletic Facilities" means athletic fields (JCHS Stadium Field, Main Practice Field, Small Practice Field, Baseball Field and Softball Field), outdoor basketball courts, tennis courts, track and gymnasium.

F. "JCHS Facilities" means classrooms, the auditorium and parking areas at Jupiter High School, but not including JCHS Athletic Facilities.

G. "JCHS Stadium Field" means the athletic field inside the track at JCHS, which is used for football, soccer, lacrosse, flag football, band, cheerleading and other JCHS activities.

H. "Jupiter Stadium Field Improvement Project" or "the Project" means the addition of a synthetic turf field, which will allow for expanded use by JCHS, Town and Town Recognized Recreation Providers, including capital and renewal/replacement funding, in accordance with this Agreement

I. "Priority of Use" means the resolution of the priority of uses when there are conflicting requests for the use of a Facility.

J. "Town Recognized Recreation Provider" means an organized recreation group or organization affiliated with the Town, such as Jupiter Tequesta Athletic Association, and identified in the attached Exhibit "A", which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief of Support Operations ("Board's CSO") and the Town Manager, without formal amendment hereto.

K. "Town Facilities" means facilities owned or operated by the Town that are made available for public use by the Town and are not used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Town Facilities" and "Town Facility" includes: community centers; parking lots and other facilities that are not Town Athletic Facilities.

L. "Town Athletic Facilities" means facilities owned or operated by the Town that are made available for public use by the Town and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Town Athletic Facilities" includes: parks; gymnasiums; tennis, racquetball and basketball courts; playgrounds and athletic fields.

M. "Town Manager" means the Town Manager of the Town of Jupiter, Florida or his or her designee.

4. Priority of Use

For JCHS Facilities, the Priority of Use shall be as follows:

1. Board activities and programs or Board Facility lease agreements; and
2. County or County User Group activities and programs pursuant to the Interlocal Agreement entered into by the Board and County, as that Interlocal Agreement may be replaced, amended, extended or renewed; and
3. Town activities and programs pursuant to this Agreement, which generally include meetings, seminars, banquets or educational activities; and
4. Town Recognized Recreation Providers pursuant to this Agreement, which generally include meetings,

For JCHS Athletic Facilities, the Priority of Use shall be as follows:

1. Board activities and programs, Board Facility lease agreements or other use agreements for the JCHS Stadium Field pursuant to this Agreement; and
2. Town activities and programs on the JCHS Stadium Field pursuant to this Agreement, as the JCHS Stadium Field will be improved by funds exceeding \$100,000 contributed by the Town. Should such a requested use in this category result in displacing a County activity or program, such displacement shall be resolved by the Board's CSO on behalf of the Board, and the Director of Recreation Services on behalf of the County. The Board shall use its best efforts to find an alternate appropriate Board Facility for the affected County activity or program; and
3. Town Recognized Recreation Providers activities and programs on the JCHS Stadium Field pursuant to this Agreement, as the JCHS

Stadium Field will be improved by funds exceeding \$100,000 contributed by the Town. Should such a requested use in this category result in displacing a County activity or program, such displacement shall be resolved by the Board's CSO on behalf of the Board, and the Director of Recreation Services on behalf of the County. The Board shall use its best efforts to find an alternate appropriate Board Facility for the affected County activity or program; and

4. County or County User Group activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County, as that Interlocal Agreement may be replaced, amended, extended or renewed; and
5. Town activities and programs on JCHS Athletic Facilities other than the JCHS Stadium Field pursuant to this Agreement, which generally will include athletics and other recreational activities; and
6. Town Recognized Recreation Provider activities and programs on JCHS Athletic Facilities other than the JCHS Stadium Field pursuant to this Agreement, which generally will include athletics and other recreational activities

For Town Facilities, the Priority of Use shall be as follows:

1. Town activities and programs or Town facility rental agreements; and
2. Town Recognized Recreation Provider activities and programs; and
3. Board activities and programs pursuant to this Agreement, which generally include meetings, seminars, banquets or educational activities.

For Town Athletic Facilities, the Priority of Use shall be as follows:

1. Town activities and programs or Town facility rental agreements;
and
2. Town Recognized Recreation Provider activities and programs; and
3. Board activities and programs pursuant to this Agreement, which
generally include athletics and other recreational activities.

5. Use of Facilities.

A. The Board agrees to make the JCHS Athletic Facilities available for use by the Town according to the Priority of Use at no cost or expense to the Town, except as otherwise provided for in this Agreement. To the extent there is an additional cost for air conditioning of the JCHS gymnasium on Fridays during the summer months, the JCHS Athletic Boosters shall be responsible for such additional cost, based upon the Board's standard rates and percentages for the use of such facilities, and the JCHS Principal shall transfer the funds directly from the JCHS Athletic Boosters school account for this purpose. The Town's use of the JCHS Athletic Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to the Facility operating hours of Exhibit "C"; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities (available on Board's official website and promptly updated as changes are made); (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws. In the event that any JCHS Athletic Facilities are unavailable for use by the Town as a result of the need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the Town, other than to refund of funds, if any, paid in advance for the use of the JCHS Athletic Facility.

B. The JCHS Athletic Facilities shall be available according to the Priority of Use, in accordance with the regular operating hours on Exhibit "C," or with respect to any expanded hours for the JCHS Stadium Field, as may be mutually agreed to between the Town Manager, the JCHS Principal and the Board's CSO.

C. The Board agrees to make the JCHS Facilities available for use by the Town according to the Priority of Use at no cost or expense to the Town, except as otherwise provided for in this Agreement. To the extent there is an additional cost for air conditioning of the JCHS Facilities on Fridays during the summer months, JCHS shall be responsible for such additional cost, based upon the Board's standard rates and percentages for the use of such facilities, and the JCHS Principal shall transfer the funds directly from the appropriate school account for this purpose. The Town's use of the JCHS Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to the Facility operating hours of Exhibit "C"; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities (available on Board's official website and promptly updated as changes are made); (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws. In the event that any JCHS Facilities are unavailable for use by the Town as a result of the need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the Town, other than to refund of funds, if any, paid in advance for the use of the JCHS Facility. The JCHS Facilities shall be available according to the Priority of Use, in accordance with the regular operating hours on Exhibit "C."

D. The Town agrees to make available the Town Facilities and Town Athletic Facilities for use by JCHS according to the Priority of Use at no cost or expense to JCHS or the Board, except as otherwise provided for in this Agreement. To the extent

there is an additional cost for air conditioning of the Town Facilities for days that the Town Facilities are closed, JCHS shall be responsible for such additional cost, based upon the Town's standard rates and percentages for the use of such facilities. Use of the Town Facilities or Town Athletic Facilities by JCHS or the Board shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the Town's rules, regulations and policies governing the use of the Town's Facilities (available on Town's official website and promptly updated as changes are made); (iii) any grant or bond obligations pertaining to the use of any of the Town Facilities; and (iv) all applicable local, state and federal laws. In the event that any Town Facilities or Town Athletic Facilities are unavailable for use by JCHS or the Board as a result of the Town's need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by JCHS or the Board, other than to refund of funds, if any, paid in advance for the use of the Town Facility or Town Athletic Facility. The Town Facilities or Town Athletic Facilities shall be available according to the Priority of Use, in accordance with the Town's regular operating hours on Exhibit C, or as mutually agreed to between the Town Manager and the JCHS Principal.

E. Prior to July 15 of each year, the parties shall establish a Master Calendar for the use of each other's Facilities, including the JCHS Athletic Facilities and Town Athletic Facilities, which shall be subject to the approval of the JCHS Principal or his or her designee and the Town Manager or his or her designee. The parties shall work together to update the Master Calendar during the year and to accommodate each other's requests as may be reasonably possible. Any requests for use of JCHS Athletic Facilities by Town Recognized Recreation Providers shall be coordinated by the Town.

F. For requests other than those included on the Master Calendar, the Town shall submit a written request for use of the JCHS Facilities or JCHS Athletic Facilities on the form attached hereto as Exhibit "B" to the JCHS Principal no less than 30 days

prior to the date that the Town desires to use the JCHS Facilities or JCHS Athletic Facilities. The Board shall be responsible for ensuring that a written response to the request is provided to the Town within 15 days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Board reserves the right to deny use of the particular JCHS Facility or JCHS Athletic Facility if that particular JCHS Facility or JCHS Athletic Facility has been selected to remain closed during the summer or any particular time period.

G. For requests other than those included on the Master Calendar, JCHS or the Board shall submit requests for use of the Town Facilities or Town Athletic Facilities in writing on the form attached hereto as Exhibit "B" to the Town Manager, no less than 30 days prior to the date that JCHS or the Board desires to use the Town Facility or Town Athletic Facility. The Town shall be responsible for ensuring that a written response to the request is provided to JCHS or the Board within 15 days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Town reserves the right to deny use of the particular Town Facility or Town Athletic Facility if the Town Manager determines that a particular Town Facility or Town Athletic Facility is to be closed during the summer or any particular time period.

H. The Board and Town acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and Town agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a

waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

I. Without waiving the right to sovereign immunity, the parties acknowledge that the Board is self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage and each party shall add the other party as an additional insured to the commercial general liability policy, but only with respect to negligence arising out of this Agreement that is not a result of the other party's negligence. The additional insured endorsement for the Town shall read "Town Commission of the Town of Jupiter, Florida, its Elected and Appointed Officials and its Employees and Agents". The additional insured endorsement for the Board shall read "The School Board of Palm Beach County, Florida, its Elected and Appointed Officials and its Employees and Agents". The parties agree additional insured endorsements shall provide coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this Agreement. The parties acknowledge and agree that the Board is self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing their respective insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for compliance with the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

J. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, including police or other

security as that party deems appropriate, taking into consideration the types of activities planned, when using the other's Facilities, and the party using a Facility shall be responsible for making sure all doors and gates are locked after its use. Due to the particular safety and security concerns of the public school system, the JCHS Supervising Police Officer shall review proposed uses of JCHS Facilities and JCHS Athletic Facilities by the Town to determine whether police are necessary and the appropriate staffing levels if it determines that police are necessary. In accordance with Board requirements, Board police shall be given the first option to provide such services in accordance with the established rate structure, with payment to be made by the Town. Similarly, the Town Manager shall review proposed uses of Town Facilities or Town Athletic Facilities, in conjunction with the JCHS Supervising Police Officer, to determine whether police are necessary and the appropriate staffing levels if police are necessary. Under these circumstances, Town police shall be given an option to assist with providing such services in accordance with Board requirements and the established Town rate structure, with payment to be made by JCHS. Any disagreement shall be resolved in accordance with Paragraph 10 below.

K. In the event the Facilities are damaged, the party using the Facilities shall promptly notify the other party in writing of the damage and shall following written notice reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within 60 days of a party's receipt of the written request for reimbursement of costs.

L. The parties shall work together to establish a "check-in" and "check-out" procedure for the use of each other's facilities.

M. The Facilities shall be surrendered by the party using the Facilities of the other party in the same condition as they were accepted and shall cause to be deposited in provided containers or removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

N. Notwithstanding any provision of this Agreement to the contrary, neither party shall be obligated to make their Facilities available for use by the other for tournaments, camps or any events where admission fees, fundraising, vendor fees or other charges will be collected or imposed, although such use is not prohibited. Any such use is subject to mutual agreement and Board Policy 7.18.

O. To the extent that the use of any Facilities takes place during a time when the party owning the Facilities does not have staff present or if the use requires additional staff, then the party using the Facilities shall secure an agreement for sufficient staff to be present and shall be responsible for reimbursing the party owning the facilities at the party's standard rates. The parties shall work together during the development of the Master Calendar, or thereafter, to address such circumstances. Any disagreement will be resolved in accordance with Paragraph 10 below.

6. Use of JCHS Athletic Facilities by Town Recognized Recreation Providers.

A. The Board agrees to make the JCHS Athletic Facilities available for use by the Town Recognized Recreation Providers at no cost or expense to the Town Recognized Recreation Providers according to the Priority of Use, except as otherwise provided for in this Agreement. Use of the JCHS Athletic Facilities by the Town Recognized Recreation Providers shall depend on availability and shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the Board's rules, regulations and policies governing the use of Board Facilities (available on Board's official website and promptly updated as changes are made); (iii) any bond or grant obligations pertaining to the use of the Board Facilities; and (iv) all applicable local, state and federal laws. In the event that any JCHS Athletic Facilities are unavailable for use by the Town Recognized Recreation Providers as a result of the need for unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, including weather and the resulting condition of facilities, or safety considerations, there shall be no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the Town, other than to refund of funds, if any, paid

in advance for the use of the JCHS Athletic Facility. The JCHS Athletic Facilities shall be available according to the Priority of Use, in accordance with the regular operating hours on Exhibit "C" or with respect to the JCHS Stadium Field any expanded hours as specifically agreed to between the Town Manager, the JCHS Principal and the Board's CSO.

B. Prior to being granted access to any of the JCHS Athletic Facilities, each Town Recognized Recreation Provider shall obtain a Facility Use Permit from the Town. The Facility Use Permit shall, at a minimum, require the Town Recognized Recreation Provider to:

1. Provide proof of insurance in the amounts listed below as required by the Board's Director of Employee Benefits and Risk Management:

Commercial General Liability Insurance - The Town Recognized Recreation Provider shall have and maintain commercial general liability (CGL) insurance including contractual liability and products and completed operations insurance and shall be written on the most recent form of CG 00 01. The Board shall be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the School Board. Coverage shall be for bodily and personal injury and property damages. Limits of liability shall be set at \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate. CGL must include Medical Expense, unless participant coverage is required).

Workers' Compensation - insurance coverage in accordance with and in compliance with Chapter 440, Florida Statutes.

Employers' Liability – insurance coverage with limits as follows:

- a) \$ 500,000 Bodily Injury by Accident for each accident
- b) \$ 500,000 Bodily Injury by Disease, policy limit
- c) \$ 500,000 Bodily Injury by Disease, each employee

Each Town Recognized Recreation Provider waives all rights against the School Board and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation and Employers' Liability Insurance.

Business Automobile Liability shall be required with limits of at least; One Million Dollars (\$1,000,000.00) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the Board as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage. In the event the Town Recognized Recreation Provider does not own any vehicles, the Board will accept hired and non-owned coverage in the amounts listed above. In addition, the Board will require an affidavit signed by the Town Recognized Recreation Provider indicating the following:

“The Town Recognized Recreation Provider does not own any vehicles. In the event, the Town Recognized Recreation Provider acquires any vehicles through the term of this Agreement, the Town Recognized Recreation Providers agrees to purchase “Any Auto” coverage as of the date of acquisition.”

Each Town Recognized Recreation Provider waives all rights against Board and its elected and appointed officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto insurance maintained.

Participant Accident Coverage \$ 25,000

(Required if Town Recognized Recreation Provider utilizes Board facilities for athletic activities, events or team sports; including; games, camps or practice.)

In the event of loss, damage or injury to the Town Recognized Recreation Provider's property, the Town Recognized Recreation Provider shall look solely to any insurance in its favor without making any claim against the Board. Each Town Recognized Recreation Provider hereby waives any right of subrogation against the Board, for loss, damage or injury within the scope of the Town Recognized Recreation Provider's insurance, and on behalf of itself and its insurer, waives all such claims against the Board.

2. Protect, defend, reimburse, indemnify and hold the Board, its agents, employees and elected officers harmless from and against all claims, liability, expenses, costs, damages and causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from or in any way connected to the Town Recognized Recreation Provider's use of the JCHS Athletic Facilities; and

3. Provide adequate supervision of its own activities to prevent bodily harm to the users or damage to the facilities, including police or other security as appropriate, taking into consideration the types of activities planned, and shall be responsible for making sure all doors and gates are locked after use (due to the particular safety and security concerns of the public school system, the JCHS Supervising Police Officer shall review proposed uses of JCHS Athletic Facilities by the Town Recognized Recreation Providers to determine whether police are necessary and the appropriate staffing levels if police are necessary. In accordance with Board requirements, Board police shall be given the first option to provide such services in accordance with the established rate structure, with payment to be made by the Town

Recognized Recreation Providers. Any disagreement will be resolved in accordance with Paragraph 10 below; and

4. Return the JCHS Athletic Facilities in the same condition as they were accepted and to deposit in provided containers or remove all waste, garbage and rubbish resulting from the Town Recognized Recreation Provider's use of the JCHS Athletic Facilities, in accordance with the "check-in" and "check-out" procedure between the JCHS Principal and the Town; and

5. Notify the JCHS Principal of any damage to the JCHS Athletic Facilities resulting from the Town Recognized Recreation Provider's use of the JCHS Athletic Facilities and reimburse the Board for the actual costs to repair the damage; and

C. The Facility Use Permit issued by the Town shall also indicate that the Facility Use Permit may be revoked or suspended by the Town and that JCHS or the Board may deny access to the JCHS Athletic Facilities for failure to comply with the terms and conditions of the Facility Use Permit.

D. For requests other than those included on the Master Calendar pursuant to Paragraph 4.C. above, the Town Recognized Recreation Providers shall submit all requests for use of the JCHS Athletic Facilities in writing in the form attached hereto as Exhibit "B" to the Town Manager no less than 45 days prior to the date the Town Recognized Recreation Provider desires to use the JCHS Athletic Facility. The Town Manager shall coordinate scheduling of the use of the JCHS Athletic Facility with the JCHS Principal or designee responsible for the management of the JCHS Athletic Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the Town Manager within 15 days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. Notwithstanding any provision of this Agreement to the contrary, neither party shall be obligated to make their Facilities available for use by the other for

tournaments, camps or any events where admission, fundraising or vendor fees or charges will be collected or imposed, although such use is not prohibited. Any such use is subject to mutual agreement and Board Policy 7.18.

F. To the extent that the use by a Town Recognized Recreation Provider of any JCHS Facilities takes place during a time when JCHS does not have staff present or if the use requires additional staff, then the Town Recognized Recreation Provider, working through the Town, shall secure an agreement with JCHS for sufficient staff to be present and shall be responsible for reimbursing JCHS for such staff costs at the standard rates. The parties shall work together during scheduling to address any such circumstance. Any disagreement will be resolved in accordance with Paragraph 10 below.

7. Concession Facilities.

A. Any use of concession facilities shall comply with the Palm Beach County Health Department's requirements and must be specifically designated in the approval for the use of a particular facility, including provisions for supervision, clean up, repairs and maintenance. The party owning the concession facilities shall be responsible for the use and operation of any concession facilities, as that party holds the health department license and owns the equipment, and shall also be entitled to the proceeds from its operation (with the option to share proceeds in its sole discretion). The party owning the concession facilities shall also control the brand of products to be served, in accordance with any vendor or sponsorship agreements for that party's respective facilities.

8. Maintenance/Repair of Facilities.

A. The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility.

B. The parties shall be responsible for the maintenance of their respective facilities, however, to the extent there will be significant use of a particular Facility by the

other party, a plan for additional maintenance and repairs shall be developed, subject to mutual agreement.

C. Neither party shall do any repair, maintenance or modification to the other party's facilities, including on field maintenance, absent the prior written approval of the other party. If there is a maintenance or repair issue, it should be brought to the other party's attention for correction.

9. Jupiter Stadium Field Improvement Project.

A. The Project is the addition of synthetic turf on the JCHS Stadium Field, as depicted on Exhibit "D," which will allow for expanded use by JCHS, Town and Town Recognized Recreation Providers, including capital and renewal/replacement funding, in accordance with this Agreement.

B. The components of the Project include: design and engineering; modification to the South Florida Water Management District Environmental Resource Permit for Storm Water Management; permitting by Board Building Department Staff; removal of existing grass and irrigation system; re-grading soils to new base elevation; electrical work including scoreboard connections; potable water for sidelines; new base rock and above and/or underground drainage system; rock and sand to specifications; base pad below synthetic turf for additional safety and longer wear or other approach with similar performance; synthetic turf including lines for sports (football, soccer, boys lacrosse, girls lacrosse), JCHS and Town logos; infill material; sweeper equipment for maintenance, shelter as needed for sweeper equipment, fencing and landscaping as may be needed or desired.

C. The Parties estimate a Project budget of \$800,000 as set forth in the attached Exhibit "E." The final budget is subject to adjustment, following the Board's bid process and the final approval by the Board and the Town.

D. Subject to the terms of this Agreement, including meeting of all of the Project conditions, as set forth below, the Town agrees to fund 50% of the final costs and JCHS shall fund the other 50%, up to the Project budget of \$800,000.

E. JCHS Athletic Boosters shall be responsible for raising the JCHS 50% of the final Project costs. All funds shall be kept in a segregated account at JCHS.

F. The JCHS Principal shall coordinate all permitting through the Board and any other governmental agencies, and shall keep the Town informed of the status of the permitting process.

G. The following conditions shall be satisfied for the Project to proceed ("Project Conditions"):

1. Issuance of permits by Board's Building Department; and
2. Issuance of SFWMD ERP modification (this Project Condition has already been satisfied); and
3. Inclusion of Town's 50% cost share in the 2014 Budget (This Project Condition has already been satisfied); and
4. Raising of JCHS 50% cost share; and
5. Board bidding process for construction; and
6. Selection of contractor and final budget; and
7. Town approval of its 50% share of the final budget; and
8. Board approval of final budget, contractor and construction contract.

H. The proposed schedule for the Project is attached as Exhibit "F." The construction commencement date is targeted for approximately June 23, 2014.

I. Prior to commencement of construction, JCHS shall prepare a renewal/replacement budget to set aside funds each year for the replacement of the playing surface at the end of its anticipated life of 12-15 years. These funds shall be kept in a segregated account at JCHS. Renewal/replacement payments received by JCHS from outside organizations for use of the JCHS Stadium Field shall be deposited in a JCHS internal Renewal/Replacement Account for the JCHS Stadium Field (JCHS R&R Account) and used for the maintenance, renewal and replacement of the playing surface.

J. Recognizing the significant capital expenditure for the Project and the need to fund the JCHS R&R Account, the Board has authorized JCHS the option to enter into agreements with outside agencies or organizations for use of the JCHS Stadium Field after it is improved with the synthetic field surface, for a term of no more than five years, with provisions for up front capital and R&R payments appropriate to the usage and term of the agreement, in addition to the Board's standard rate structure for usage, personnel and Board reimbursements (the aggregate total of such payments shall be greater than the Board's standard rate schedule), and confirming that scheduling will not conflict with JCHS or Town activities on the JCHS Stadium Field. As modified by this Section 9.J., these contractual agreements shall comply with Board Policy 7.18, as amended from time to time. To the extent that any such contractual agreement may exceed one year in duration or span more than one Board fiscal year, subject to the approval of both the JCHS Principal and the Board's Superintendent.

10. Dispute Resolution.

In the event an issue arises which cannot be resolved between the JCHS Principal and the Town Manager regarding the use or availability of a Facility, the dispute shall be referred to the Board's CSO and the Town Manager who shall both make a good faith effort to resolve the dispute.

11. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party or Town Recognized Recreation Providers. The parties hereby agree to accept the Facilities in their "As is", "Where is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party or Town Recognized Recreation Providers.

12. License.

Notwithstanding any provision of this Agreement to the contrary, the use the Facilities by either of the parties or the Town Recognized Recreation Providers shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use only in accordance with this Agreement. The parties agree that nothing in this Agreement shall be construed as granting either party or any third parties any title, interest or estate in the Facilities.

13. Default/Cure.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party 30 days written notice to cure the default. In the event the defaulting party fails to cure the default within the 30 day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement.

14. Termination.

This Agreement may only be terminated with cause upon the expiration of the 30-day cure period provided for in Section 13 above, with the understanding that both parties will have made a substantial investment in the JCHS Stadium Field Improvement Project.

15. Annual Appropriation.

To the extent there are any annual expenses relating to the Facilities, each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years. As to the Project, the Town's only funding obligation shall be payment of 50% of the final Project costs.

16. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO TOWN:

Town Manager, Town of Jupiter
210 Military Trail
Jupiter, FL 33458

IF TO BOARD:

School Board of Palm Beach County
Director of Planning and Real Estate
3300 Forest Hill Boulevard, Suite C-110
West Palm Beach, Florida 33406

With copies to:
School Board General Counsel
P.O. Box 19239
West Palm Beach, Florida 33416

And

Jupiter High School Principal
500 North Military Trail
Jupiter, FL 33458

17. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

18. Subordination to Bond and Grant Obligations.

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party or Town Recognized Recreation Providers in a manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any

of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations.

19. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

20. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

21. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

22. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

23. Incorporation by Reference.

The Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement.

24. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

25. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

26. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

27. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

28. Effective Date.

This Agreement shall become effective when signed by both of the parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County.

29. Term.

The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to nine (9) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the agreement to the other party 90 days in advance.

30. Inspector General.

A. The Town agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have access consistent with Chapter 119, Florida Statutes (Florida's Public Records Act) to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the Town with regard to this Agreement. Town employees,

vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the Town understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

B. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

31. No Third Party Beneficiaries.

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 Town and/or Board.

32. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the other's or the Town Recognized Recreation Provider's use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause

any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

33. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

34. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

35. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

36. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

37. Alcohol and Tobacco Prohibited

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind or controlled substances (including any type of electronic cigarette) on Board-owned property is strictly prohibited and violation of this

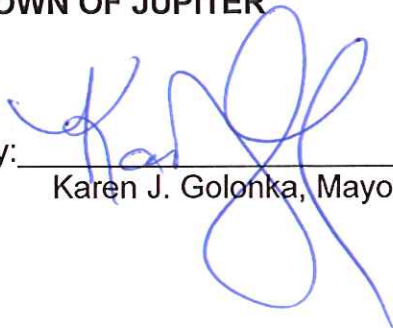
provision shall subject the user group to being banned from future use of the JCHS Facilities and JCHS Athletic Facilities.

38. Jessica Lunsford

All Town officers, employees and agents who are permitted access to any portion of the JCHS campus when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening ("JLA Persons"). Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. The Town shall insure that all of Town's officers, employees and agents who are JLA Persons submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Town or the employee or agent. No JLA Person shall be permitted access to the JCHS campus when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any Town officer, employee or agent (or discontinuation of the officer, employee or agent's services) on the basis of these compliance obligations. The Town agrees that no JLA Person who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the JCHS campus when students are present, who have direct contact with students or who have access to or control of school funds

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

TOWN OF JUPITER

By: 
Karen J. Golonka, Mayor

**SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA**

By: 
Chuck Shaw, Chairman

SPECIAL USE INTERLOCAL AGREEMENT-JUPITER COMMUNITY HIGH SCHOOL-TOWN OF JUPITER
March 18, 2014 As Approved by Jupiter Town Council



ATTEST:

Sally M. Boylan
Sally Boylan, Town Clerk

ATTEST:

E. Wayne Gent

E. Wayne Gent, Superintendent of Schools

Date: _____

Date: 5/5/14

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Thomas J. Baird
Thomas J. Baird, Town Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Blair Littlejohn 3/20/14
Blair Littlejohn, Board Attorney

EXHIBIT "A"

Town Recognized Recreation Providers

Jupiter Tequesta Athletic Association

EXHIBIT "B"
THE TOWN OF JUPITER AND THE SCHOOL BOARD OF PALM BEACH COUNTY
INTER-LOCAL FACILITY REQUEST FORM
(IF NOT INCLUDED ON MASTER CALENDAR)

Date Contact Person School Name (if applicable)

Phone Number Fax Number Other Contact Number

Address Town State/ZIP

FACILITY REQUEST:

Choice #1 Choice #2

Activity Age Group

Estimated Attendance: Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): _____

Time(s): From: _____ am/pm to _____ am/pm

New Request

Repeat Request: Date and location of previous use: _____

Other pertinent information (as necessary): _____

Requesting Principal Date
Director of Recreation Services

.....
Approve Disapprove Reason if disapproved: _____

Principal Date
Director of Recreation Services

Exhibit "C"

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the JCHS Facilities available for use by the Town in accordance with this Agreement during the following operational hours for indoor and outdoor Board Facilities:

When School is in session:

Weekdays (Monday through Friday):	From the close of the school day until 9:30 pm
Saturdays:	From 8:00 am to 9:30 pm
Sundays:	From 8:00 am to 1:00 pm

When School is not in session:

Spring and Summer Break):

Weekdays (Monday through Thursday):	From 8:00 am until 9:30 pm
Fridays, Saturdays, Sundays:	Closed

School Holidays and Winter Break:

The Board Facilities will be closed the day of the school holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving. The Board Facilities will also be closed for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's). As to the JCHS Stadium Field, use during weekends, Spring and Summer Break, School Holidays and Winter Break shall be by mutual agreement between the Town, the JCHS and the Board's CSO, during the hours of 7:00am to 10:00pm.

The identified maximum operational hours may be amended from time to time upon the mutual agreement of the Board's CSO and the Town Manager, or his or her designee.

Exhibit "C"
Town of Jupiter Standard Facility Operating Hours

The Town of Jupiter agrees to make its Facilities available for use by JCHS according to the Priority of Use, in accordance with the following maximum operational hours for indoor and outdoor Facilities:

Jupiter Community Center-

September-May:

- Monday-Friday, 8:30AM-9:30PM
- Saturday, 8:30AM-4:30PM
- Sunday- Closed

June-August:

- Monday-Friday, 6:00PM-9:30PM
- Saturday, 8:30AM-4:30PM
- Sunday- Closed

The Community Center will not be available for use during the Palm Beach County School Board Winter Break.

Lighted Outdoor Recreation Facilities-

Monday- Saturday, 8:30AM-9:30PM

Sunday, 9:30AM-8:30PM

Unlit Outdoor Recreation Facilities-

Monday- Saturday, 8:30AM-Dusk

Sunday, 9:30AM-Dusk

Civic Center-

Monday-Sunday, 9:00AM-12:00 midnight

Old Town Hall-

Monday-Sunday, 9:00AM-9:00PM

Town of Jupiter Facilities will be closed on all Town observed holidays. Town of Jupiter Facilities are subject to availability based upon scheduled Town sponsored activities, as well as Recreation Facility down-time for repairs and maintenance. All facility usage requests must be submitted via the formal Town of Jupiter Recreation Facility permitting process. The identified maximum operational hours may be amended from time to time upon the mutual agreement of the Town Manager and the Board's CSO.

EXHIBIT "D"

JUPITER STADIUM FIELD IMPROVEMENT PROJECT

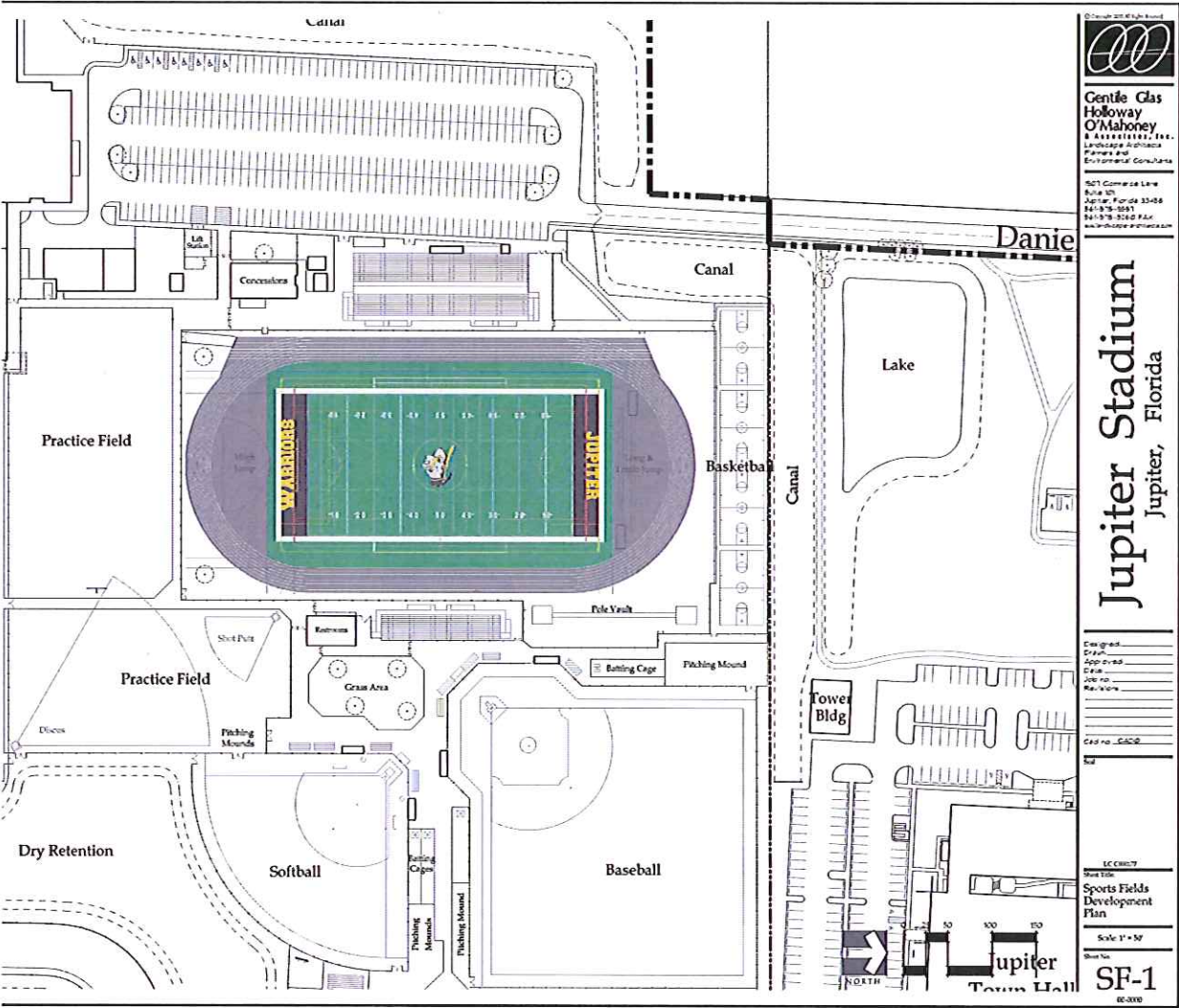


EXHIBIT "E"

PROJECT BUDGET FOR 78,000 SQUARE FEET OF ARTIFICIAL TURF SURFACE

Description	Budget
Design and Engineering	In Kind – \$20,000
Permitting Coordination	In Kind – \$25,000
Base Work	\$300,000
Includes mobilization, protection of track surface during construction, excavation of soils and removal as needed, rolling of substrate to achieve compaction required for field, geotextile fabric, concrete curb around perimeter of field, nailer board system on inside of new concrete curb, underground drainage exfiltration and pipe system to tie into existing catch basins, 4" to 5" of ¾" clean stone installed and rolled, 1" to 2" of ¼" clean stone installed and rolled, laser grading of field base surface.	
Rubber Pad between base surface and synthetic turf field (or other approach with similar performance)	\$ 80,000
Synthetic Turf Field	\$330,000
Includes synthetic turf surface, secured seams, lines for sports (football, soccer, boys lacrosse, girls lacrosse, marks for flag football) and infill material.	
Reconfiguring "D" Areas Inside Track at Ends of Field	\$ 15,000
Includes relocating Discuss and Shot Put areas to practice fields, relocating long jump and triple jump into north D area, bringing both D areas up to grade of track, rubberized surface, removable net fencing for lacrosse.	
Electrical and Potable Water to Sidelines	\$ 15,000
Sweeper Equipment, Fencing and Landscaping	\$ 15,000
Sponsor and Donor Recognition	\$ 5,000
Contingency (5% as major categories above include contingency)	\$ 40,000
Total Budget	\$800,000

PROPOSED PROJECT SCHEDULE
Revised 3/10/14

March 2014	Permitting with School Board and SFWMD
	Consideration of Special Use Agreement by Town (March 18)
	Capital Campaign (Campaign Meeting March 13)
April 2014	Capital Campaign (Funds By April 16)
	Prepare Bid Package with Final Design and Specifications
	Consideration of Special Use Agreement by School Board (April 16)
	Bid Package to Be Issued
	Capital Campaign for extras
May 2014	Bidding Process with School District
	Preparation for Construction
June 2014	Bids Received and Contractor Selected
	School Board to Approve Construction Contract, JCHS 50% payment
	Town Council to Approve Town 50% payment
	Field Construction to Commence @ June 23 (8 weeks for construction)
August 2014	Field Completion @ August 15
	Track to be resurfaced and extras installed
	Landscaping Installation outside of track
	Jupiter Stadium ready for play (Kickoff Classic August 22)
September 2014	Official Dedication and Community Celebrations (Friday and Saturday)



MEMORANDUM FROM THE FINANCE DEPARTMENT

Date: July 7, 2026

To: Honorable Mayor and Member of Town Council

Thru: Frank Kitzerow, Town Manager

From: Scott Reynolds, Chief Financial Officer 

Re: Procurement Review – Resolution 90-26 Interlocal Agreement (ILA) between the Town of Jupiter and the School District of Palm Beach County for mutual use of recreational facilities.

After reviewing the documents associated with the request to execute an interlocal agreement (ILA) between the Town and the School District of Palm Beach County for mutual use of recreational facilities, I have found that the request meets all procurement requirements of Section 163.01, F.S. for Florida Interlocal Agreements.

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