



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 4, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Malise Sundstrom
Councilor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

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

PROCLAMATION

1. Bicycle Month – March 2025. #
2. Flood Awareness Week - March 3-9, 2025. #

PRESENTATION

3. Loxa-Lucie Headwaters by Greg Braun, Executive Director of the Guardians of Martin County.

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. February 18, 2025 Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC BUSINESS

5. **Resolution 26-25**, Approving the award of EPW 2025-07, Sea Grape Trimming and Exotic Removal to Lucky Landscaping, LLC in an amount not to exceed \$96,547.26.
6. **Resolution 34-25**, Approving the Interlocal agreement with Palm Beach County for the redetermination, re-adoption and ratifying the existing distribution formula for a six (6) cent local option fuel tax.
7. Approving an annual license renewal for Arctic Wolf Managed Detection and Managed Response Cybersecurity Protection in the amount of \$106,690.90.

REGULAR AGENDA

PUBLIC HEARING

8. **Beyel Voluntary Annexation, Future Land Use Map Amendment and Rezoning**
- applications for a 0.2+/- acre property located at 18019 Highway A1A.
 - A. Ordinance 2-25, Second Reading**, Voluntary Annexation.
 - B. Ordinance 3-25, Second Reading**, Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 dwelling units per acre (CH/5) to Town of Jupiter (TOJ) Inlet Village Flex.
 - C. Ordinance 4-25, Second Reading**, Zoning Map amendment from PBC Commercial Neighborhood (CN) to the TOJ Inlet Village District, Flex South Subdistrict (IVFS).

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

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 561-741-2752 at least 48 hours in advance to request accommodations.*

The Loxa-Lucie Headwaters Initiative

Making connections – for Nature & People

Presentation for the Town of Jupiter

Date: March 4, 2025



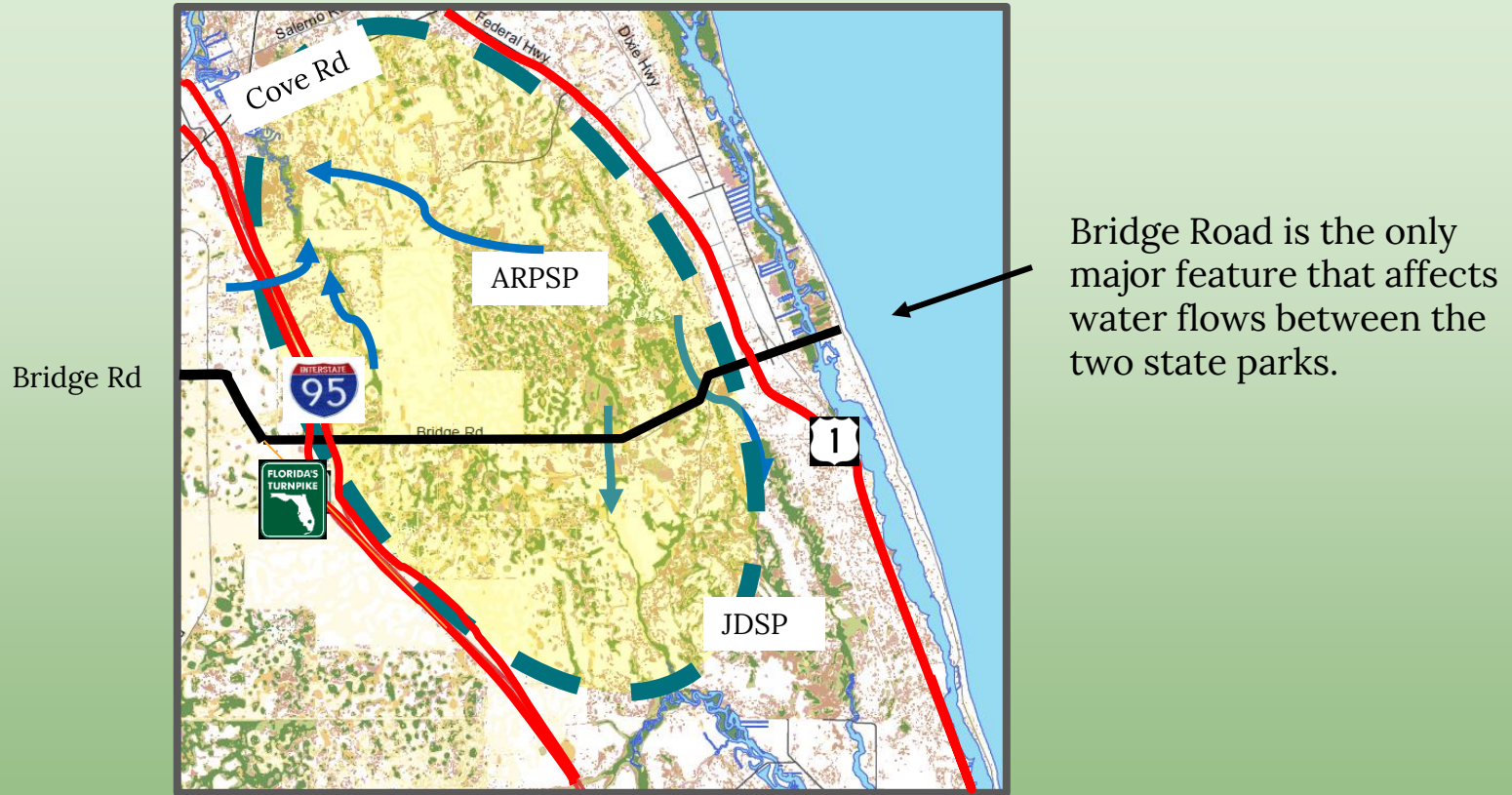
The Loxa-Lucie Headwaters Initiative



Photo by Geoffrey Smith

The Loxa-Lucie Headwaters Initiative envisions a protected ecological corridor that will connect the sources of the Loxahatchee & St Lucie Rivers and form a preserve for native plants and wildlife connecting a land mass of nearly 70,000 acres.

Loxa-Lucie Headwaters: Regional Context



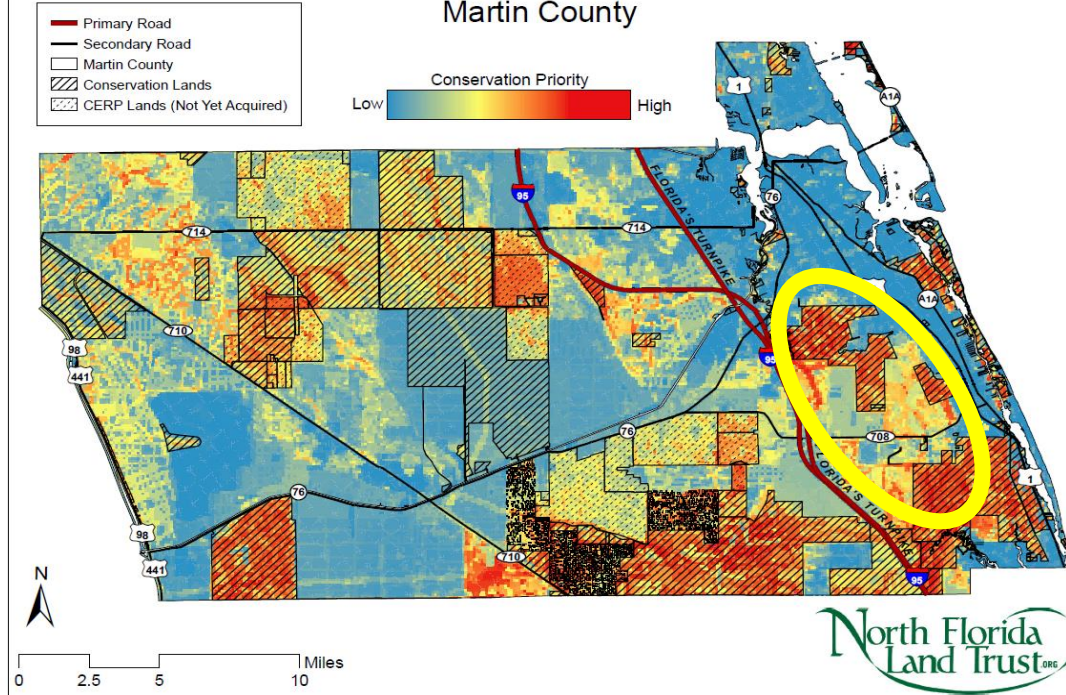
The project is generally bounded on the west by the Florida Turnpike & I-95, and on the east by developed areas west of U.S. 1, between Atlantic Ridge Preserve State Park (ARPSP) and Jonathan Dickinson State Park (JDSP).

Loxa-Lucie Headwaters: Ecological Context

Parameters Considered

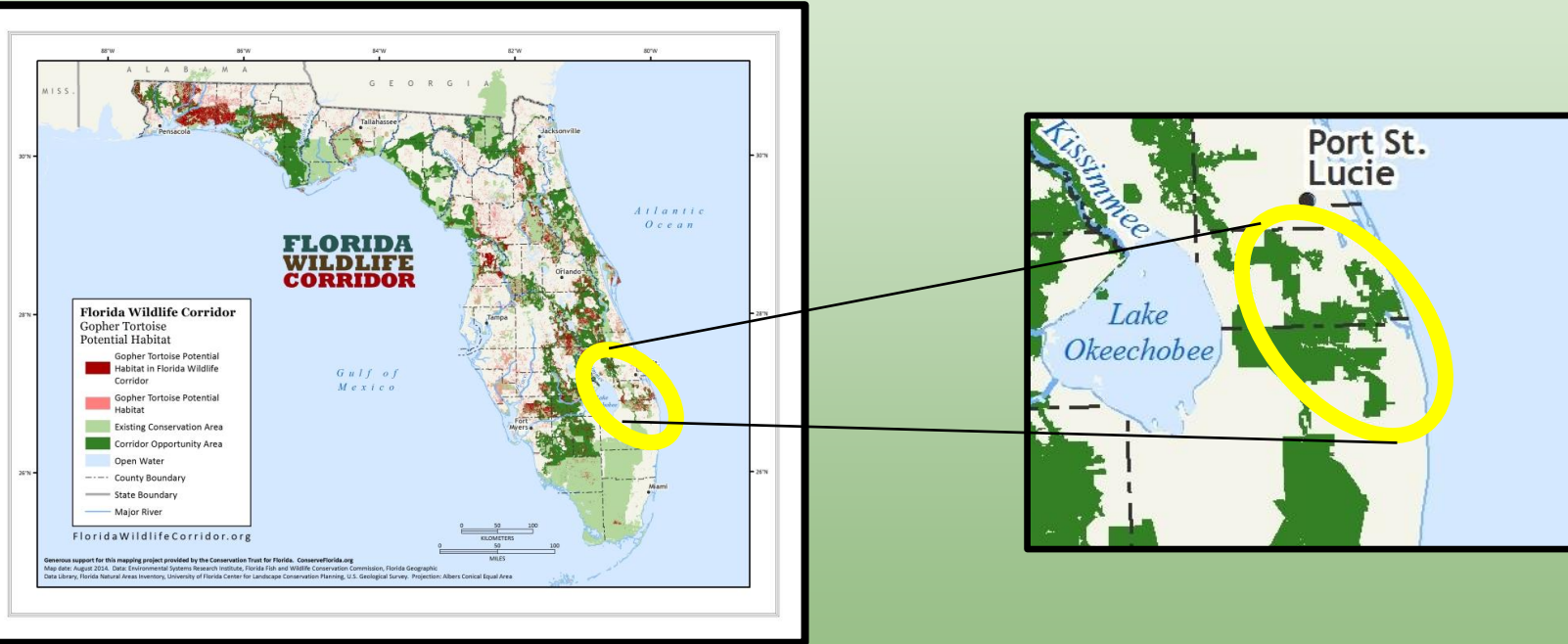
- Rare Species Habitat
- Verified Impaired Waters
- Priority Natural Communities
- Aquifer Recharge
- CERP – Everglades Restoration
- Loxahatchee River Watershed
- Wetlands
- Freshwater Habitat Threats
- Blueways and Greenways
- Potential Habitat Richness
- Strategic Habitat Conservation Areas
- Fla Ecological Greenways Network
- Fla Forever Approved Projects
- Park Buffering
- Landscape Integrity Index
- Nationally-Registered Historic Sites
- Optimal Park Boundaries
- Scenic Byways
- Flood Risk
- Prime & Statewide Unique Soils
- Forest Soils

Treasured Lands Foundation
Merged Priorities Map
Martin County



This “Environmental Priorities” Figure shows the most environmentally valuable properties in Martin County in the brightest colors, which include the Loxa-Lucie headwaters complex.

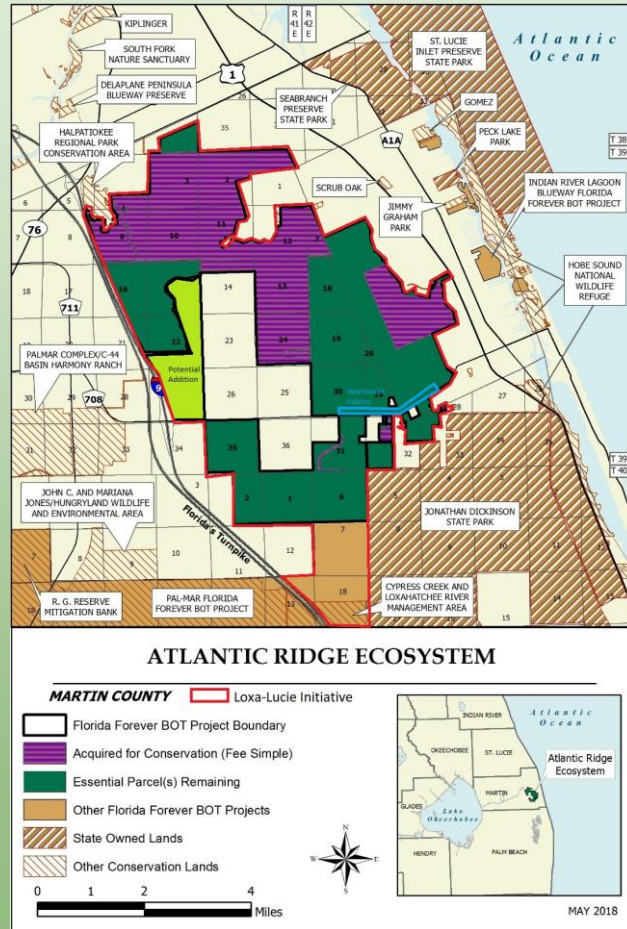
Loxa-Lucie Headwaters: Part of the designated Florida Wildlife Corridor



This area has been identified as the easternmost portion of the Florida Wildlife Corridor east of Lake O.

Loxa-Lucie Headwaters

Existing Florida Forever
Atlantic Ridge Ecosystem
project map.



Dark green parcels are
proposed to be acquired if
owners are willing sellers.

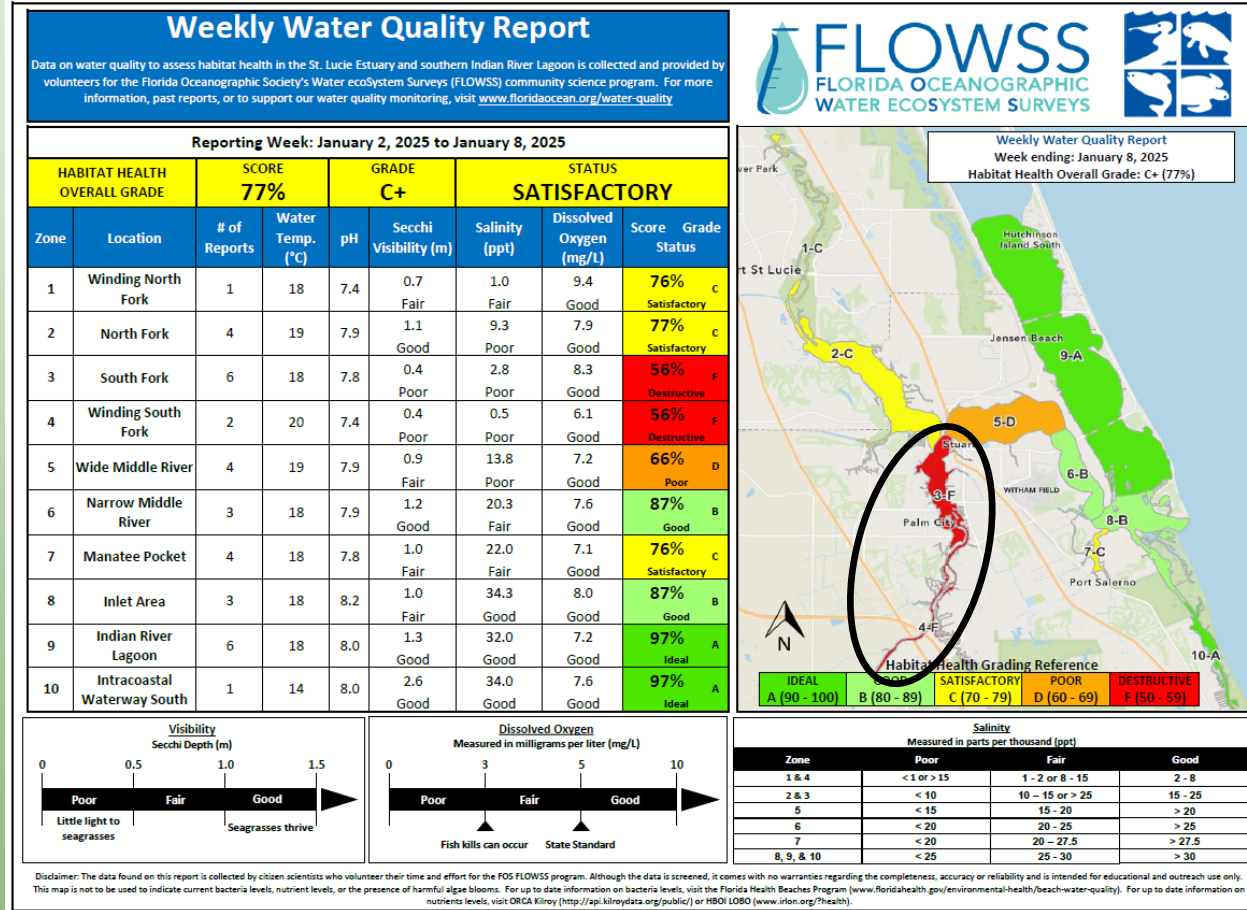
Loxa-Lucie Headwaters: Vegetative Communities, Flora and Fauna



Photo by Geoffrey Smith

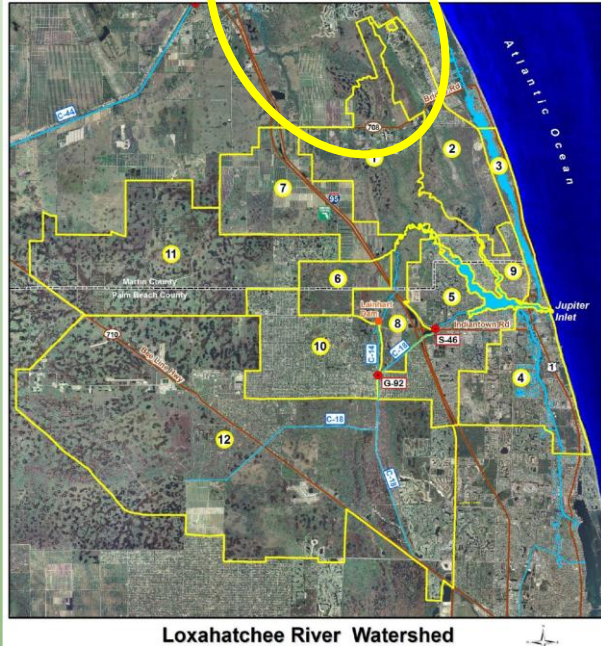
- **Wet Flatwoods**
 - Slash Pines, Palmetto
- **Depression Marshes**
 - Open water
 - Emergent hydrophytes
- **Wet Prairie**
 - Herbaceous diversity
- **Mixed Upland Forest**
 - Laurel Oaks, Cabbage palms, Swamp Bay
- **Cypress Domes**
 - Bald cypress, ferns
- **Ruderal**
 - Pasture, dirt roads, ditches

Relevancy to the St Lucie River – Water Quality



Relevancy to the Loxahatchee River

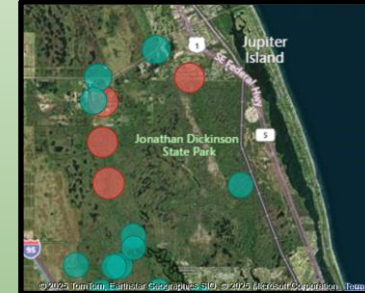
Boundary of the Loxa-Lucie Headwaters project



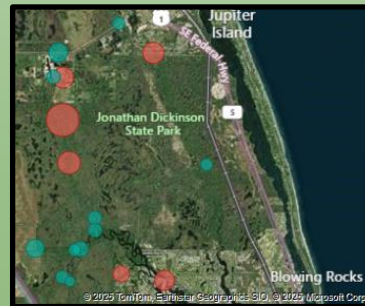
Source: G Braun



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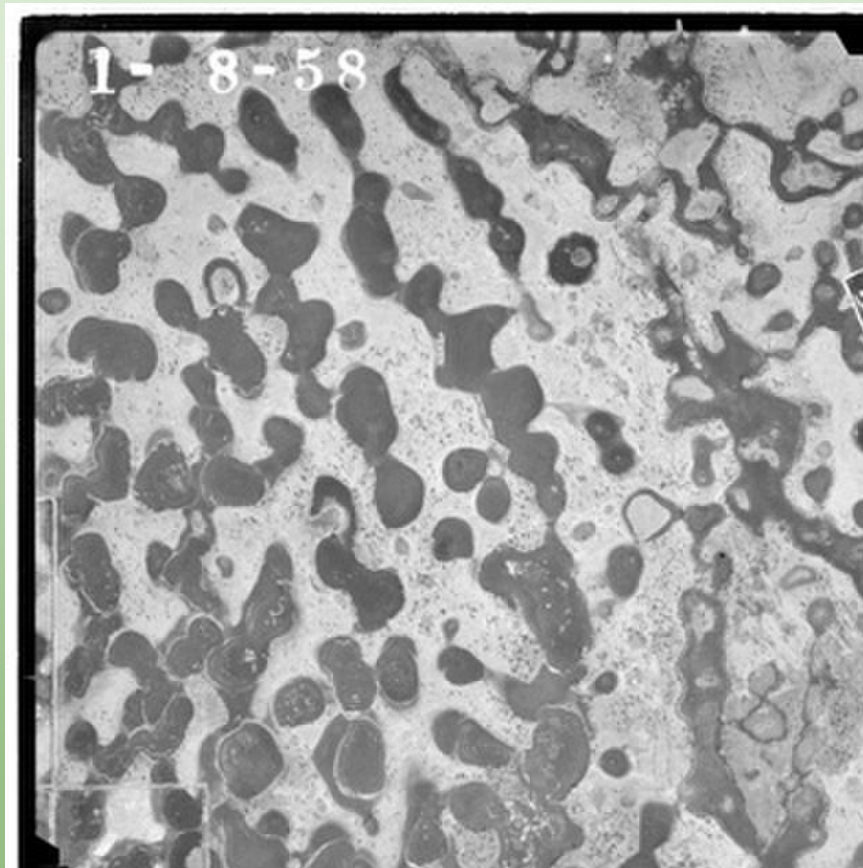
Total N



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Source: Lox River District

Relevancy to Flooding and Salt Water Intrusion



January 1958 Aerial Photo Source: UF – Smathers Library



April 2024 Aerial Photo Source: GoogleEarth

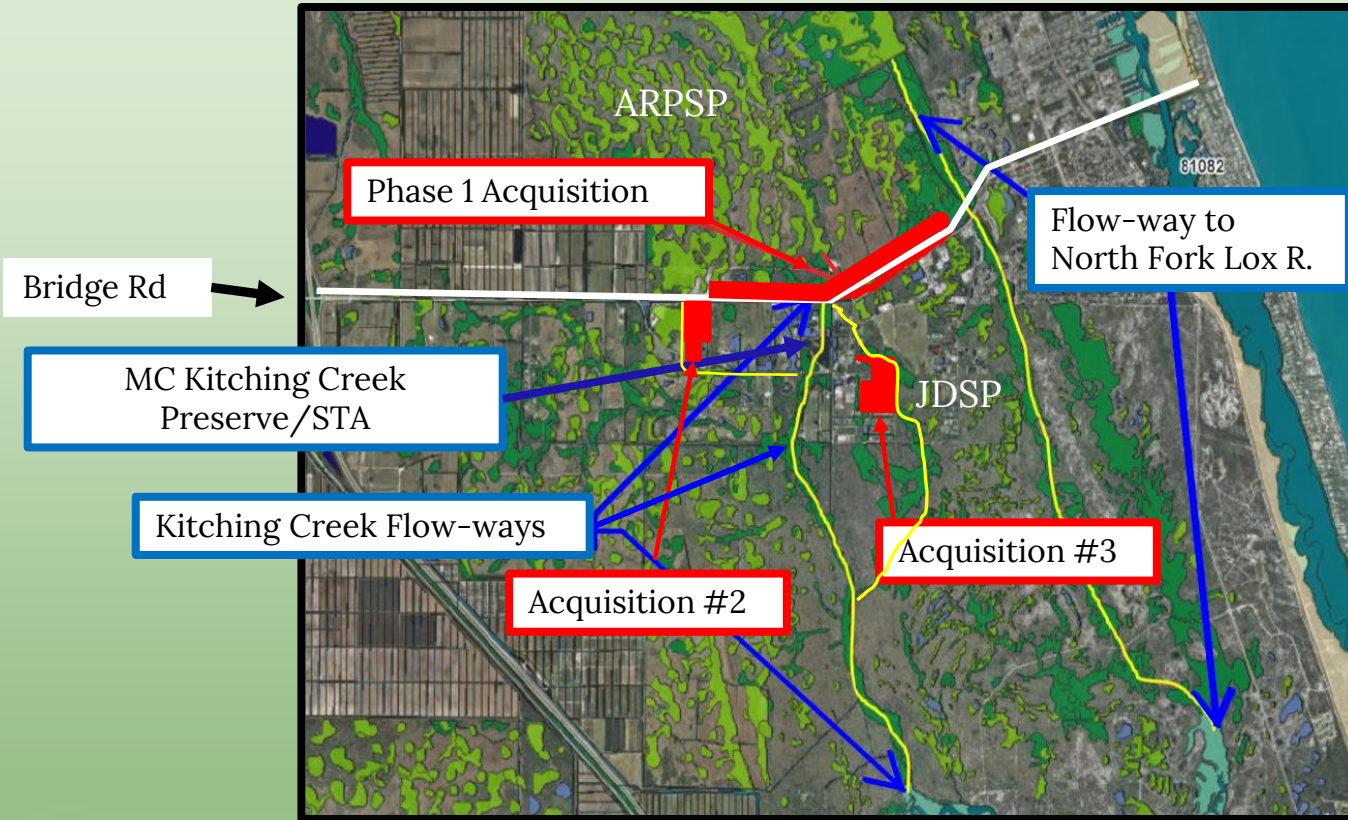
Loxa-Lucie Headwaters – Phase 1 Acquisition(s)

The first phase involves acquisition of properties actively “For Sale”



- Should contain environmentally valuable habitats
- Restorable hydrology
- Permanently protect the corridor between & adj to Jonathan Dickinson & Atlantic Ridge State Parks
- Prevent urban sprawl
- Restore natural water flows
- Help prevent recurring flooding
- Improve water quality
- Address saltwater intrusion
- Enhance recreational opportunities
- Reduce wildlife mortality

Loxa-Lucie Headwaters – Phase 1 Acquisition



- The first phase (**closed Oct 2021**) involved acquisition of nearly 2-miles along the north side of Bridge Road
- Acquisition #2 (**closed Sept 2023**) adjoins a county-owned tract in the historic western flow-way to Kitching Creek
- Acquisition #3 (Adj to JDSP) Fundraising now!

This map from FEMA (Federal Emergency Management Agency) shows wetlands (in green) in the Loxa-Lucie Headwaters and key flow-ways into the Loxahatchee River.

Loxa-Lucie Headwaters

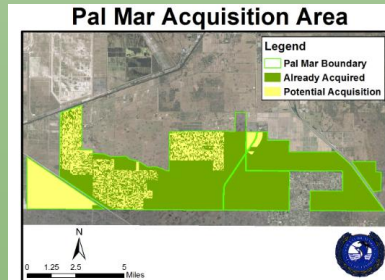
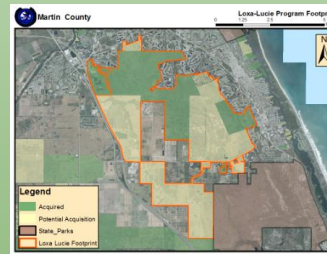
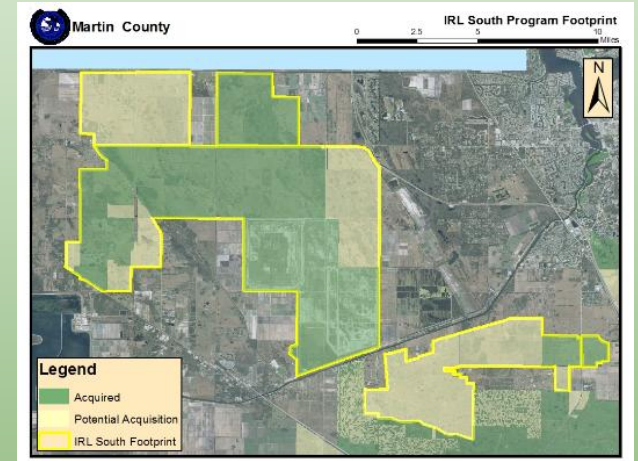
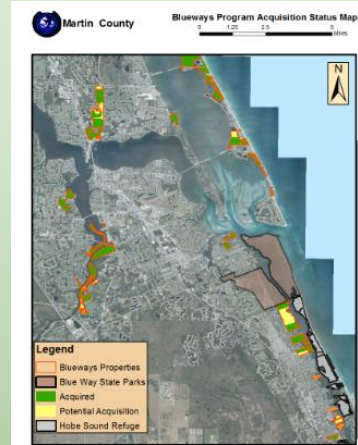
Time Line

- ✓ Nov 2019 Approved by Guardians and Treasured Lands Foundation BODs
- ✓ Dec 2019 Engage The Conservation Fund & Launch Campaign
- ✓ April 2020 Initiate fundraising
- ✓ Spring 2020 Begin outreach to governmental & NGO entities
- May 2021 Complete fund raising for Acquisition 1 (138 Ac)
- Dec 2021 Advocate re-ranking of Atlantic Ridge Fl. Forever project w/ ARC
- Sept 2023 Complete Acquisition #2 (20 Ac)
- Oct 2024 Fundraising for Acquisition #3 (20 Ac abuts JDSP)
- Nov 2024 Martin Co voters approve MCForever referendum (+\$183M 10 yrs)

Martin County Forever



- IRL Blueways
- IRL – South (CERP Footprint)
- Loxa-Lucie Headwaters
- Pal-Mar



Loxa-Lucie Headwaters: Key Endorsements:

<u>Governmental</u>	<u>Water Quality Advocates & E-NGOs</u>	<u>Other organizations</u>
➤ Martin County Commission	➤ The Rivers Coalition	➤ HS Concerned Citizens
➤ The Town of Jupiter Island	➤ Indian River Lagoon NEP	➤ Friends of JDSP
➤ The Village of Tequesta	➤ Loxahatchee River Mgmt CC	➤ JI Garden Club
➤ The City of Stuart	➤ Audubon of Martin County	➤ HS Neighborhood Adv C
➤ The Town of Sewall's Point	➤ Audubon Everglades (PBC)	➤ The Arbors
➤ TC Council of Local Gov'ts	➤ Martin County Chapter of the FL Native Plant Society	➤ JI Historical Society
		➤ HS Golf Club
		➤ Philanthropic Educational Organization (Chapter P)

Awards/Recognition: Marine Resources Council 2022 Achievement of the Year

2022 Keep Martin Beautiful Conservation Stewardship Award

Acknowledgements

The Guardians of Martin County

Treasured Lands Foundation

The Conservation Fund

Loxa-Lucie Headwater Steering Committee

Chuck Barrowclough, Barbara Birdsey, Greg Braun, Peter Conze, Jeff Corwin, Charles Donaldson, Geraldine Genco Dube, Joyce Bullen Gay, Jim Howe, Sal Orofino, John Sedwitz, Matt Sexton, Geoffrey Smith, Lydia Sudick, Jacqui Thurlow-Lippisch, Tony Zunino

Thank You:

The Pegasus Foundation

All Endorsers and Donors

Loxa-Lucie Headwaters



Questions?

For more information, see: www.LoxaLucieHeadwaters.org



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 18, 2025**

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

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Malise Sundstrom; Councilor Andy Fore; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill. Councilor Ron Delaney and Councilor Cameron May were absent.

PROCLAMATION

1. 2-1-1 Helpline Awareness Month - Ms. Patrice Schroeder - 2-1-1 Palm Beach/Treasure Coast.

Mayor Kuretski presented the proclamation to Ms. Patrice Schroeder, Community Relations Specialist. Ms. Schroeder provided a summary of their programs.

2. Recognizing the Jupiter Police Foundation.

Mayor Kuretski presented the proclamation to Mr. Jay Alpert, President of the Jupiter Police Foundation.

Mr. Alpert expressed his gratitude to Council for recognizing the Jupiter Police Foundation.

3. Recognizing Government Communicator's Day.

Mayor Kuretski presented the proclamation to Mr. Shawn Reed, Director of Community Relations and Ms. Kate Pokorny, Communications Project Coordinator.

Mr. Reed thanked the Council for their recognition and support.

Mayor Kuretski stated the Town's Community Relations Department was second to none with any other local government.

Vice-Mayor Sundstrom noted Staff work day and night to maintain constant communication with the community. She noted how grateful she was for their continuous effort.

CITIZEN COMMENTS

Mr. Carlos Pena, resident of Doral, expressed his interest in the Town's centennial celebration and provided information regarding his drone light show business.

CITIZEN COMMENTS

Mr. Craig Mowrey, resident of Blanca Isles Lane, discussed the Jupiter Fire Rescue Department (JFRD), Palm Beach County Fire Rescue (PBCFR) service cost, and ethics.

Ms. Linda McDermott, resident of Chadwick Drive, thanked Council for recognizing 2-1-1 and proposed in-house dispatch for Jupiter Police and JFRD.

MINUTES

4. February 4, 2025 Town Council Meeting Minutes.

Councilor Fore moved to approve February 4, 2025 Town Council Meeting Minutes, as amended; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Fore
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.

- Mr. Craig Mowery removed item 6.
- Vice-Mayor Sundstrom and Councilor Fore pulled item 8.

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

Kuretski
Yes

Sundstrom
Yes

Fore
Yes

PUBLIC BUSINESS

- 5. Resolution 28-25**, Approving an application of Consumer Price Indexing to the rate for irrigation-quality water sold to the Loxahatchee River District (W2530).
- 6. Resolution 31-25**, Authorizing the Jupiter Fire Rescue Department to allocate and use the Florida Plan Funds recovered as a result of the Opioid Litigation. **MOVED TO REGULAR AGENDA**
- 7. Resolution 32-25**, Approving a contract to Ahrens Enterprises, Inc. dba Ahrens Companies for Public Works Storage Building Phase II (EPW 2025-09) in an amount not to exceed \$761,840.
- 8. Approving the purchase of traffic crash and crime scene mapping software from FARO Technologies Incorporated in an amount not to exceed \$87,900. MOVED TO REGULAR AGENDA**

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

- 6. Resolution 31-25,** Authorizing the Jupiter Fire Rescue Department to allocate and use the Florida Plan Funds recovered as a result of the Opioid Litigation.

Mr. Craig Mowrey, spoke in support of the item but asked if the expenditure should be put to a public vote.

Vice-Mayor Sundstrom moved to approve Resolution 31-25; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Sundstrom
Yes

Fore
Yes

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

- 8.** Approving the purchase of traffic crash and crime scene mapping software from FARO Technologies Incorporated in an amount not to exceed \$87,900.

Vice-Mayor Sundstrom and Councilor Fore stated they would like a presentation.

Captain Marc Bujnowski discussed the history of traffic accident reconstruction software and hardware, and crime scene reconstruction hardware. He showed a picture of the Police department and Community Center used by the latest reconstruction hardware and software from FARO. He stated the current software had met its end of life and noted the new software would help with efficiency, safety and mobility.

Vice-Mayor Sundstrom asked if the new software was accepted by Courts.

Captain Bujnowski stated yes, the new software was readable and easy to follow.

Vice-Mayor Sundstrom and Mayor Kuretski spoke in support.

Councilor Fore moved to approve the purchase of traffic crash and crime scene mapping software from FARO Technologies Incorporated in an amount not to exceed \$87,900; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Fore
Yes

REGULAR AGENDA

PUBLIC HEARING

- 9. Ordinance 1-25, (First Reading), Neighborhood (NB) Subdistrict Signage - Zoning Text Amendment to modify Section 27-1229, the sign regulations for neighborhood subdistrict. (Second Reading 3/18/25)**

Mr. Scott Thatcher, Principal Planner, reviewed the proposed zoning text amendment including New Haven neighborhood proposed plan to update their entryway and signage. He stated the Planning and Zoning Commission recommended the item for approval.

REGULAR AGENDA

PUBLIC HEARING

9. Ordinance 1-25, (First Reading), Neighborhood (NB) Subdistrict Signage

Mayor Kuretski expressed his gratitude for Staff resolving and initiating the text amendment.

Title read by Mr. Baird.

Councilor Fore moved to approve Ordinance 1-25, First Reading; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Fore
Yes

10. Beyel Voluntary Annexation, Future Land Use Map Amendment and Rezoning

- applications for a 0.2+/- acre property located at 18019 Highway A1A.

- A. Ordinance 2-25, (First Reading),** Volunteer Annexation. (Second Reading 3/4/25)
- B. Ordinance 3- 25, (First Reading),** Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 dwelling units per acre (CH/5) to Town of Jupiter (TOJ) Inlet Village Flex. (Second Reading 3/4/25)
- C. Ordinance 4-25, (First Reading),** Zoning Map amendment from PBC Commercial Neighborhood (CN) to the TOJ Inlet Village District, Flex South Subdistrict (IVFS). (Second Reading 3/4/25)

Mr. Alec Dickerson, with 2GHO and for the Applicant, gave a brief presentation which included requests; view of property location; key development milestones; history of property; recent notice of violation by Palm Beach County (PBC); subject tree from violation; criteria for voluntary annexation; small scale future land use map (FLUM) and zoning map amendments; existing land use verses proposed land use; existing zoning verses proposed zoning; criteria for amendments; and conclusion.

Mr. Martin Schneider, Principal Planner, reviewed the items for approval. He noted the Applicant agreed to voluntary cap the trips based on the maximum floor area ratio of the existing PBC land use designation, which equated to 463 trips. He discussed the comparison information provided to the Council regarding traffic trips.

Mayor Kuretski asked if the trip cap for Parcel 19 was around 9000 plus.

Mr. Schneider stated 9,200 trips.

Mayor Kuretski asked if the trip cap was for the 0.2 acres.

REGULAR AGENDA

PUBLIC HEARING

10. Bevel Voluntary Annexation, Future Land Use Map Amendment and Rezoning - applications for a 0.2+/- acre property located at 18019 Highway A1A.

A. Ordinance 2-25

B. Ordinance 3- 25

C. Ordinance 4-25

Mr. Schneider said yes.

Mayor Kuretski stated he heard the Applicant intended to do multifamily residential use. He explained he would not be supportive of the trip cap. He noted there were already challenges to the level of service on A1A. He thought excluding it for now would be fine and then adding a cap to the future site plan.

Mr. Schneider agreed with the Mayor that it was best to address trip use during site plan approval and not future land use.

Ms. Stephanie Thoburn, Assistant Planning and Zoning Director, asked if the Council would like Staff to provide an analysis for the comparison for the second reading. She noted the second reading was scheduled for March 4, 2025 and there was not enough time to provide. She explained Staff would need to push back the item to complete the analysis.

Mayor Kuretski said he was inclined to support the item without a trip cap and asked for it to be removed.

Councilor Fore agreed with the Mayor's comments.

Vice-Mayor Sundstrom also agreed.

A. Ordinance 2-25, (First Reading), Volunteer Annexation. (Second Reading 3/4/25)

Title read by Mr. Baird.

Councilor Fore moved to approve Ordinance 2-25, First Reading; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Fore
Yes

REGULAR AGENDA

PUBLIC HEARING

10. Beyel Voluntary Annexation, Future Land Use Map Amendment and Rezoning - applications for a 0.2+/- acre property located at 18019 Highway A1A.

- B. Ordinance 3- 25, (First Reading),** Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 dwelling units per acre (CH/5) to Town of Jupiter (TOJ) Inlet Village Flex. (Second Reading 3/4/25)

Title read by Mr. Baird.

Councilor Fore moved to approve Ordinance 3-25, First Reading, as amended to remove the trip cap; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Fore
Yes	Yes	Yes

- C. Ordinance 4-25, (First Reading),** Zoning Map amendment from PBC Commercial Neighborhood (CN) to the TOJ Inlet Village District, Flex South Subdistrict (IVFS). (Second Reading 3/4/25)

Title read by Mr. Baird.

Vice-Mayor Sundstrom moved to approve Ordinance 4-25, First Reading; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Fore
Yes	Yes	Yes

11. Resolution 5-25, Wendy's -Quasi-Judicial- Site plan amendment to remove and replace an existing nonconforming fast food restaurant.

Ex-parte:

- Councilor Sundstrom said she met with the applicant today.

Town Clerk swore in 6 people.

Mr. Craig McDonald with Corporate Property Services representing the applicant, presented Wendy's requests for a site plan amendment to remove and replace the existing nonconforming Wendy's restaurant, decrease existing site nonconformities, and enhance vehicular and pedestrian access. He explained the Applicant agreed with all conditions proposed in the Staff report except 7B which was to add a decorative street lights and asked for consideration to eliminate that item.

Mr. Garrett Watson, Principal Planner, explained the Planning and Zoning Commission previously voted unanimously to approve the project and elected to maintain the condition of the streetlight.

REGULAR AGENDA

PUBLIC HEARING

11. Resolution 5-25, Wendy's -*Quasi-Judicial*– Site plan amendment to remove and replace an existing nonconforming fast food restaurant.

Mayor Kuretski clarified the actual Wendy's location and said the signage easement was on the southwest corner and asked if it should be on the northwest corner. He mentioned the opportunity to add a monument sign for the Town campus.

Mr. Watson explained there would be enough area for a monument Town sign on the Daniel's Way property.

Mayor Kuretski explained it was important there be a Town sign if there was access to the campus and Staff could work that out with the Applicant.

Councilor Fore recommended adding a pedestrian crossing sign and applauded the new ADA entrance.

Councilor Sundstrom said she supported the project and was happy the one-way entrance to Wendy's would be eliminated. She mentioned she was grateful for the landscaping and wanted to ensure there was enough around the dumpster.

Councilor Fore agreed and said he was happy with the new architectural aspects of the new structure.

Mayor Kuretski said he was grateful for Staff and the Applicant. He said having Town signage present was important and suggested adding a condition or having Staff work up some sketches to share with Council and the Applicant.

Councilor Fore moved to approve Resolution 5-25; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Fore
Yes

REPORTS

TOWN ATTORNEY – NONE

TOWN MANAGER

- AEDs at the Jupiter Lighthouse – Mr. Kitzerow stated the Jupiter Fire Rescue department (JFRD) team met with Jupiter Lighthouse Staff to add AEDs at the Lighthouse site. JFRD identified two locations for new AEDs, one in the Barracks Building that houses the museum and gift shop and one at the base of the Lighthouse on the exterior wall of the restroom building. He added the AEDs were purchased and would be installed later this week.
- Crosswalks - Mr. Kitzerow mentioned the Town celebrated the completion of five new crosswalks and the impending completion of a sixth.

REPORTS

TOWN MANAGER

- Alternate A1A and Riverside Drive - Mr. Kitzerow stated traffic officers continued to monitor the intersection at Alt A1A and Riverside Drive to educate and enforce compliance among drivers stopping on the tracks.
- Jupiter Centennial Jubilee - Mr. Kitzerow discussed the Centennial Jubilee being a huge success, with an estimated attendance of up to 4,000 people coming out to celebrate Jupiter's 100th birthday.
- Town's Fire Station Groundbreaking Ceremonies - Mr. Kitzerow mentioned the groundbreaking ceremonies for the two new Jupiter fire stations. The first being Cinquez Fire station Thursday, February 20, 2025 at 3:00 pm and the second being the Piatt Place Fire Station, Friday, February 21, 2025 at 10:00 am.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

VICE-MAYOR SUNDSTROM

- Jupiter Jubilee – Vice-Mayor Sundstrom thanked everyone involved for the 100th anniversary and the Jubilee. She added the Town's municipal campus was the best place for the event.
- Time Capsule Display Case - Vice-Mayor Sundstrom also mentioned the time capsule that was found while demolishing the old Town Hall building. She stated the items in the capsule were now displayed in the lobby of Town Hall.

COUNCILOR FORE

- AEDs at the Jupiter Lighthouse – Councilor fore thanked Staff for their efforts to add the AEDs at the lighthouse.

MAYOR KURETSKI

- Crosswalks – Mayor Kuretski asked about the crosswalk locations.

Mr. Kitzerow stated the completed locations include South Loxahatchee Drive at 6th Street, South Loxahatchee Drive at 8th Street, Toney Penna Drive near the Jupiter Village Community Pool, Maplewood Drive at Pinewood Trail, South Old Dixie Highway near Jupiter Medical Center. The crosswalk on Palmfield Way between Coco Lane and Via Rosina will be completed shortly.

Mayor Kuretski asked about the crosswalk that was contingent upon Florida Power and Light (FPL) power.

Mr. Kitzerow and Mayor Kuretski discussed the total number of crosswalks and future crosswalk completions.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

- Cinquez Park Phase One – Mayor Kuretski asked about the landscaping.

Mr. Kitzerow stated the Town had worked with the Community to develop a landscaping plan. He added the primary piece was the road that would cut through to access the traffic signal.

Mayor Kuretski mentioned he was grateful Staff recognized serving the public first and by completing the landscaping first it would buffer the residents during the construction.

Mr. Kitzerow added a comment regarding the crosswalks, stating the ones on Main Street and University at Greenway were waiting on FPL.

- Time Capsule Display Case - Mayor Kuretski stated it was a delightful presentation of the capsules content.
- Jupiter Jubilee – Mayor Kuretski mentioned Staff had been working on the event for a year and a half and it showed. He added it was an incredible event and he was grateful to Staff. He also mentioned the business participation and the year long celebration put together by the Community Relations department.

ADJOURNMENT - 8:43 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Approval of EPW 2025-07, Sea Grape Trimming & Exotic Removal



DATE	March 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 26-25 for the award of EPW 2025-07, Sea Grape Trimming and Exotic Removal to Lucky Landscaping, LLC in an amount not to exceed \$96,547.26

EXECUTIVE SUMMARY

Town staff is providing Resolution 26-25 for consideration by Town Council for approval of the award of Contract EPW 2025-07, Sea Grape Trimming and Exotic Removal to Lucky Landscaping, LLC (Lucky) in an amount not to exceed \$96,547.26.

This contract consists of sea grape trimming and exotic removal in designated areas along County Road A1A and in accordance with the Town's Sea Grape Trimming Plan and FDEP permit. For the Town Council's information, the semi-annual Sea Grape trimming and exotic removal commences in early May and November. The May trimming shall be completed no later than June 15th of each calendar year. Funds for this project were allocated in the current FY 2025 Operating Budget.

On February 6, 2025 four (4) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that Lucky is the lowest, most responsive, and responsible bidder with a total bid amount of \$96,547.26. Town staff contacted references provided by Lucky and received positive feedback on the quality of their work and timely completion of their projects.

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

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's policy.

As this contract is awarded with a start date of May 1st, the contract overlaps the fiscal year operating budgets; we anticipate encumbering \$48,323.63 in FY 2025 with the remainder to be encumbered on October 1st at the start of FY 2026. Sufficient funds are available (\$57,370.90), as shown below below, to encumber and fund work through the remainder of FY 2025.

In the event the Town Council approves Resolution 26-25, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 26-25
2. Bid Tabulation
3. Contract

FUNDING SOURCE

Approved in Budget	\$57,370.90	Sources:Public Works Operating Budget – 00132341-546007
Additional Funding Requested	\$	Sources:

For more information or copies of the attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 26-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR THE AWARD OF CONTRACT EPW 2025-07, SEA GRAPE TRIMMING AND EXOTIC REMOVAL TO LUCKY LANDSCAPING, LLC IN AN AMOUNT NOT TO EXCEED \$96,547.26 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF.

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

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2025-07, Sea Grape Trimming and Exotic Removal; and

WHEREAS, the scope of work consists of but is not limited to sea grape trimming and exotic removal in designated areas along County Road A1A and in accordance with the Town's Sea Grape Trimming Plan and FDEP permit; and

WHEREAS, based on the review of statements of qualifications and bid packages by Town staff, Town Council has determined that Lucky Landscaping, LLC is qualified to provide the services sought by the Town; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-07 in an amount not to exceed \$96,547.26 to Lucky Landscaping, LLC; and

WHEREAS, the Town has sufficient funds in its Public Works Operating budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Lucky Landscaping, LLC in an amount not to exceed \$96,547.26.

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

BID TABULATION
SEA GRAPE TRIMMING AND EXOTIC REMOVAL
EPW 2025-07
FEBRUARY 6, 2025 2:00 PM
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
Lucky Landscaping 705 Paulina Road Jupiter, FL 33477	\$96,547.26	\$96,547.26
K&S Services of South Florida, Inc. 154 Temple Drive Loxahatchee, FL 33470	\$100,100.00	\$100,100.00
Sherlock Tree Company, Inc. 698 SW9th Terrace Pompano Beach, FL 33069	\$118,933.50	\$119,033.50
Superior Landscaping & Lawn Service Inc. 2200 NW 23 Ave Miami, FL 33142	\$137,505.00	\$137,505.00

EPW 2025-07

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
LUCKY LANDSCAPING, LLC

THIS CONTRACT, made this 4th day of March, 2025, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Lucky Landscaping, LLC, 705 Paulina Road Jupiter, FL 33477 a Florida Corporation, FEID Number 82-3340457 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on February 6th, 2025 for the Sea Grape Trimming & Exotic Removal, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2025-07 entitled Sea Grape Trimming & Exotic Removal, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Landscape and Irrigation Maintenance Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of three hundred sixty-five (365) calendar days, or six (366) calendar days for a leap year. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, Two Hundred Fifty Dollars and No Cents (\$250.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed Ninety-Six Thousand Five Hundred Forty-Seven Dollars and Twenty-Six Cents (\$96,547.26).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. Site Location and Area Maps for Sea Grape Trimming and Exotic Removal in Jupiter CONTRACT EPW 2025-07 (Attachment included in the Technical Special Provisions, Division VII).
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected

officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the

TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title

to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Kali Beams
Special Project Coordinator
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

E-Verify Registration and Use.

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Lucky Landscaping, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Lucky Landscaping, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Austyn Roth
Signature

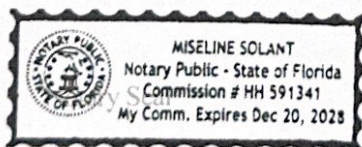
Austyn Roth / CEO
Print Name/Title

2/6/25
Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of (physical presence) or / online notarization, this Feb 6, 2025 (date) by Austyn Roth (name of officer or agent, title of officer or agent) of Lucky Landscaping (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida DL exp 02/02/2026 (type of identification) as identification.



[Signature]
Notary Public

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Lucky Landscaping, LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Lucky Landscaping, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Austyn Roth
Signature

Austyn Roth / CEO
Print Name/Title

2/6/2025
Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Seal

Notary Public

ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

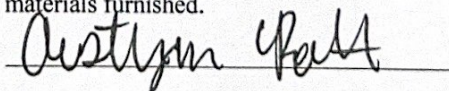
The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

SCRUTINIZED COMPANIES LIST

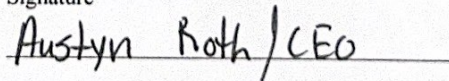
Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

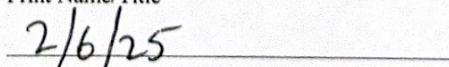
The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.



Signature



Print Name/Title



Date

TOWN OF JUPITER
Approving the Interlocal Agreement with Palm Beach County for a Six (6) Cent Local Option Fuel Tax



DATE	March 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 34-25 , Approving the Interlocal agreement with Palm Beach County for the redetermination, re-adoption and ratifying the existing distribution formula for a six (6) cent local option fuel tax.

EXECUTIVE SUMMARY

Section 336.025(1)(a), Florida Statute authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the County. Pursuant to the Statute, in 1995, the County re-levied the six (6) cent local option fuel tax for a 30-year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ordinance). Pursuant to the Statute and prior to enacting the 1995 Ordinance, the County established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the County, the distribution formula for dividing the entire proceeds of the Tax among the County and all eligible municipalities within the County (collectively, 1995 interlocal agreement).

The 6 cent per gallon local option gasoline tax (LOGT) is set to expire on August 31, 2025. Palm Beach County wishes to re-impose the gas tax for a new 30-year term. In order to proceed with the reimposition of the (6) cent tax collection there must be agreement of 51% of the municipalities representing the population of the County.

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

ANALYSIS

The gas tax collections are distributed with 66.5648% going to Palm Beach County and 33.4352% going to the Municipalities in the County. The Palm Beach County League of Cities will collect each of the adopted interlocal agreements from each of the municipalities and present them to the County for ratification.

For this current fiscal year, the Town is estimated to collect \$987,387. If Council approves this item, the attached interlocal agreement will be signed by the Mayor and sent to the League of Cities for distribution to Palm Beach County.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Strong Local Economy

ATTACHMENTS

1. Resolution 34-25
2. Interlocal Agreement

FUNDING SOURCE

Approved in Budget \$987,387
Additional Funding Requested \$

Sources: Shared Revenue
Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 34-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Fla. Stat.; and

WHEREAS, Section 163.01, Florida Statutes authorizes government agencies to enter into interlocal agreements to make the most efficient use of their powers and resources for their mutual benefit; and

WHEREAS, Section 336.025(1)(a), Florida Statutes authorizes the levy of a sales tax of up to a six (6) cent local option fuel tax upon the sale of every gallon of motor fuel and special fuel within Palm Beach County (the County); and

WHEREAS, in 1995, the County levied a six (6) cent local option fuel tax (TAX) for a 30-year term, as provided in County Code Chapter 17, Article I, Section 17-3; and (the 1995 ordinance); and

WHEREAS, prior to enacting the 1995 ordinance authorizing the levy of the TAX, the County entered into interlocal agreements with various municipalities, who collectively represented a majority of the population of the incorporated area within the County, which, among other things established a distribution formula for dividing the proceeds of the TAX collected among the county and the eligible municipalities within the County (collectively, 1995 interlocal agreement); and

WHEREAS, the 1995 ordinance and the 1995 interlocal agreement will, by their own terms terminate on August 31, 2025; and

WHEREAS, pursuant to statutory authority, the County desires to once again levy the TAX for a new 30-year term; and

WHEREAS, the County has offered to enter into this Interlocal Agreement which will establish a distribution formula for the distribution of the proceeds of the TAX among the County and the eligible municipalities within the County; and

WHEREAS, representatives of the County and various municipalities, have met and negotiated mutually acceptable terms and conditions which are included in this Interlocal Agreement; and

WHEREAS, once effective, this Interlocal Agreement will re-adopt and ratify the distribution formula currently in effect for dividing the TAX among Palm Beach County and all eligible municipalities within the County.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized to execute the Interlocal Agreement .

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

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX

THIS INTERLOCAL AGREEMENT is dated, made, and entered into on this ____ day of _____ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and _____, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

Section 1: This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevy the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevy the TAX, this Interlocal Agreement shall be null and void.

Section 2: The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE, this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

Section 3:

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based

seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.

Exhibit A attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

- a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

- b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new

municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

Section 4: This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along

with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

Section 5: The COUNTY and the MUNICIPALITY agree to meet every two (2) years to evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

Section 6: Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

Section 7: This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

Section 8: The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

Section 9: To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

Section 10: This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

Section 11: Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

Section 12: Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County
County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.
301 North Olive Avenue, 10th Floor
P.O. Box 1989 – Government Center
West Palm Beach, Florida 33402
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.
Attorneys for the Palm Beach County League of Cities, Inc.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Attention: General Counsel

The LEAGUE, upon receipt of any notice provided for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

Section 13: The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 14: The parties hereto 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 thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

Section 15: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

Section 16: In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.

Section 17: The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: _____
Municipal Clerk

By: _____
Mayor

(SEAL)

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COMMISSIONERS

By: _____
County Clerk

By: _____
Mayor

(SEAL)

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
County Engineer

Exhibit A
APPLICATION OF MUNICIPAL SHARE FORMULA
33.4352% (TOTAL MUNICIPAL SHARE)
6 Cent Gas Tax

City	Street Lane Miles	Alley Lane Miles	Total Municipal Lane Miles	Percent of Municipal Lane Miles	2023 BEBR Population	Percent of Municipal Population	Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA)	Pro Rata Share of TOTAL MUNICIPAL SHARE
				Value "A"		Value "B"	Value "C"	Value "D"
Atlantis	26.800	0.000	26.800	0.699%	2,147	0.249%	0.56395%	0.18856%
Belle Glade	106.999	0.000	106.999	2.790%	17,286	2.006%	2.55498%	0.85426%
Boca Raton	480.522	0.000	480.522	12.530%	100,491	11.664%	12.27022%	4.10257%
Boynton Beach	244.312	2.142	246.454	6.427%	82,208	9.542%	7.36110%	2.46120%
Briny Breezes	0.528	0.000	0.528	0.014%	500	0.058%	0.02705%	0.00904%
Cloud Lake	1.599	0.000	1.599	0.042%	140	0.016%	0.03406%	0.01139%
Delray Beach	298.454	14.251	312.705	8.154%	67,213	7.801%	8.04826%	2.69095%
Glen Ridge	3.496	0.000	3.496	0.091%	215	0.025%	0.07130%	0.02384%
Golf	10.555	0.000	10.555	0.275%	281	0.033%	0.20245%	0.06769%
Greenacres	49.264	0.000	49.264	1.285%	45,476	5.278%	2.48272%	0.83010%
Gulf Stream	8.882	0.000	8.882	0.232%	959	0.111%	0.19552%	0.06537%
Haverhill	14.447	0.000	14.447	0.377%	2,193	0.255%	0.34007%	0.11370%
Highland Beach	2.516	0.000	2.516	0.066%	4,303	0.499%	0.19576%	0.06545%
Hypoluxo	0.000	0.000	0.000	0.000%	2,687	0.312%	0.09356%	0.03128%
Juno Beach	10.166	0.157	10.323	0.269%	3,883	0.451%	0.32364%	0.10821%
Jupiter	308.473	2.155	310.628	8.100%	61,333	7.119%	7.80560%	2.60982%
Jupiter Inlet Colony	5.455	0.000	5.455	0.142%	400	0.046%	0.11350%	0.03795%
Lake Clarke Shores	25.658	0.000	25.658	0.669%	3,556	0.413%	0.59216%	0.19799%
Lake Park	60.089	1.231	61.320	1.599%	9,025	1.048%	1.43354%	0.47931%
Lake Worth Beach	205.897	0.500	206.397	5.382%	43,432	5.041%	5.27973%	1.76529%
Lantana	63.141	4.052	67.193	1.752%	12,244	1.421%	1.65283%	0.55263%
Loxahatchee Groves	109.934	0.000	109.934	2.867%	3,373	0.391%	2.12410%	0.71020%
Manalapan	4.896	0.000	4.896	0.128%	420	0.049%	0.10399%	0.03477%
Mangonia Park	16.637	0.000	16.637	0.434%	2,369	0.275%	0.38617%	0.12912%
North Palm Beach	58.853	4.532	63.385	1.653%	13,145	1.526%	1.61470%	0.53988%
Ocean Ridge	13.260	0.000	13.260	0.346%	1,830	0.212%	0.30576%	0.10223%
Pahokee	43.880	0.249	44.129	1.151%	5,607	0.651%	1.00073%	0.33460%
Palm Beach	84.546	1.324	85.870	2.239%	9,207	1.069%	1.88800%	0.63125%
Palm Beach Gardens	151.491	4.628	156.119	4.071%	61,517	7.140%	4.99173%	1.66899%
Palm Beach Shores	9.833	0.000	9.833	0.256%	1,309	0.152%	0.22506%	0.07525%
Palm Springs	77.160	0.000	77.160	2.012%	27,167	3.153%	2.35439%	0.78719%
Riviera Beach	162.863	0.505	163.368	4.260%	38,795	4.503%	4.33285%	1.44870%
Royal Palm Beach	152.059	0.000	152.059	3.965%	40,299	4.677%	4.17880%	1.39719%
South Bay	25.240	0.000	25.240	0.658%	4,958	0.575%	0.63335%	0.21176%
South Palm Beach	0.000	0.000	0.000	0.000%	1,469	0.171%	0.05115%	0.01710%
Tequesta	44.689	0.189	44.878	1.170%	6,179	0.717%	1.03432%	0.34583%
Wellington	382.394	0.000	382.394	9.971%	61,788	7.172%	9.13141%	3.05310%
West Palm Beach	503.170	30.870	534.040	13.926%	122,157	14.179%	14.00151%	4.68143%
TOTAL	3768.158	66.785	3834.943	100%	861,561	100%	100%	33.4352%

** Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not incuded in this summary

Calculation Legend:
Value "A" = Individual municipality's percentage of total municipal lane miles
Value "B" = Individual municipality's percentage of total municipal population
Value "C" = 70% of Value "A" + 30% of Value "B"
Value "D" = Value "C" x 33.4352 Municipal Split

Exhibit B

Example for a hypothetical new municipality with a population of 40,000

2024 Distribution Formula:

County Share	66.5648%
Municipalities' <u>TOTAL MUNICIPAL SHARE</u>	33.4352%

2024 Total Municipal Population = 861,561

New Municipality's 1st full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$

TOWN OF JUPITER
Annual License Renewal for Arctic Wolf Managed Detection and Managed Response
Cybersecurity Protection



DATE	March 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Annual License Renewal for Arctic Wolf Managed Detection and Managed Response Cybersecurity Protection

EXECUTIVE SUMMARY

Approving annual license renewal and maintenance for the Arctic Wolf Networks Inc. Managed Detection and Managed Response (MDMR) Cybersecurity Protection platform through the local Value Added Reseller (VAR), Flagler Technologies Inc., in the amount of \$106,690.90.

Approved for purchase by the Town Council in March of 2021, the MDMR licenses from Arctic Wolf have performed as expected to reduce the Town's cybersecurity risk profile while identifying malicious behavior and preventing serious cyber-related incidents, data loss, and ransomware attacks.

For the past four years Arctic Wolf Networks, Inc. has provided the following Cybersecurity Services with superior service resulting in improved cybersecurity, risk reduction, and containment of cyber incidents to manageable levels.

- 24 x 7 Monitoring of Servers, Workstations, Firewalls, and Network Traffic
- Advanced threat Protection and Managed Containment
- Threat Hunting, Incident Response, Remediation Assistance
- Reporting, Bi-monthly Dark-web Scanning for Vulnerable Data
- Bi-monthly Meetings for Risk Posture Review
- On-call Dedicated Concierge Team

ANALYSIS

Approved for purchase by the Town Council on February 16, 2021, the MDMR licenses from Arctic Wolf have performed as expected to reduce the Town's cybersecurity risk profile while identifying malicious behavior and preventing serious cyber-related incidents, data loss, and ransomware. Continuing these services provides increased cybersecurity risk protection and continuity concerning training, operations, integration, and support for the Information Systems department while reducing our cyber-attack vulnerability.

Approval of this item will authorize the Town Manager to approve the annual renewal of the Arctic Wolf Agreement as a sole source provider of the MDMR licenses, equipment, sensors, monitoring, detection, and managed services currently integrated within the Town's computer

network infrastructure. The Town of Jupiter will evaluate the annual maintenance year-over-year and consider renewals until such time that the Town is no longer satisfied or a superior combination of protection and services are identified.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Town of Jupiter Arctic Wolf Renewal - 011009 v1
2. Town of Jupiter Sole Source Provider Approval Form
3. Arctic Wolf Sole Source Letter Dated January 28, 2025
4. Arctic Wolf Master Agreement Dated February 9, 2021
5. Council Agenda Item Dated February 16, 2021

FUNDING SOURCE

Approved in Budget	\$78,951.27	Sources: 00125213 554000 Information Systems
Approved in Budget	\$4,088.67	Sources: Utilities
	\$7,805.64	Water Admin 40050033-554000
	\$4,708.17	Water Plant 40050133-554000
	\$1,238.99	Water Field 40050233-554000
	\$1,362.89	Stormwater Admin 41050038-554000
		Stormwater Field 41050238-554000
Approved in Budget	\$ 8,535.27	Sources: 45040024 554000 Building

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

11333_CQ_Town of Jupiter_Arctic Wolf Renewal

Quote #011009 v1

Prepared For:

Town Of Jupiter INFORMATION SYSTEMS

Karl Craig
210 Military Trail
Jupiter, FL 33458

P: (000) 000-0000
E: karlc@jupiter.fl.us

Prepared by:

Flagler Technologies, LLC

Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:

01.16.2025

Expires:

02.15.2025

Subscription Renewal

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
Government Contract: NCPA 01-96				
Sub Date: 4/1/2025 - 3/31/2026				
450	AW-PLUSUSER-GOLD	Arctic Wolf Plus User License - Gold	\$149.13	\$67,108.50
150	AW-PLUSSERVER-GOLD	Arctic Wolf Plus Server License - Gold	\$149.28	\$22,392.00
600	AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year	\$5.42	\$3,252.00
2	AW-MDR-1XX-S	Arctic Wolf 100 Series Sensor	\$1,205.54	\$2,411.08
4	AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor	\$1,288.83	\$5,155.32
450	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$14.16	\$6,372.00
1	AWWARRANTY-500	Arctic Wolf Security Operations Warranty - \$500k (Enrollment Required)	\$0.00	\$0.00
1	AW-PLATFORMBASE	Arctic Wolf Platform - Base Platform	\$0.00	\$0.00
			Subtotal:	\$106,690.90

Quote Summary	Amount
Subscription Renewal	\$106,690.90
Total:	\$106,690.90

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

Town of Jupiter

Sole Source Provider Approval Form

Department

Information Systems

Vendor and Vendor# (V- #####)

Flagler Technologies, Inc. 2480

Prior Year Expense (if any)

\$ 100,186

Expected Current Year Expense

\$ 106,691

GL Account Number(s)

45040024 546000, 40050033 552000, 00125213 546000

Description of Goods or Services

Specific services provided as a part of the Arctic Wolf Solutions include; collecting log data from customer's systems and from the Arctic Wolf sensors and agents, analysis of such log data, correlation of customer log data with threat vulnerability information, analysis of data by the Arctic Wolf Security Services Team, scanning of our customer's internal and external systems, escalation of security events that need attention by the customer, recommendations to improve cybersecurity.

Explain Why Vendor Should be Considered Sole Source

Arctic Wolf Networks, Inc. ("Arctic Wolf") is the sole source provider of the proprietary Arctic Wolf Networks Managed Detection and Response and Managed Risk Platform including, but not limited to, detecting breaches, vulnerabilities, misuse, misappropriation, and any threat or exposure to an organization's network or information technology (IT) infrastructure (collectively, the "Arctic Wolf Solutions").

The Town of Jupiter has a substantial investment in the Arctic Wolf platform for its Cybersecurity protections. Changing Managed Detection and Managed Response services at this time is not advisable and not in the best interest of the town.

Select Only Those That Currently Apply

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

Employee Submitting Request (print name)

Karl Craig

Date

02/03/2025

Signatures:

Department:

Karl Craig☒ Director☐ Asst Director

02/03/2025

Finance:

☐ Director☒ Asst Director

Town Managers Office:



January 28, 2025

Town of Jupiter, Florida
210 Military Trl
Jupiter, FL 33458-5786

Delivered via email

To Whom It May Concern:

This letter is to provide notification that Arctic Wolf Networks, Inc. ("Arctic Wolf") is the sole source provider of the Arctic Wolf ® Networks Managed Detection and Response and Managed Risk including, but not limited to, detecting breaches, vulnerabilities, misuse, misappropriation, and any threat or exposure to an organization's network or information technology (IT) infrastructure (collectively, the "Arctic Wolf Solutions").

Specific services provided as a part of the Arctic Wolf Solutions include: collecting log data from customer's systems and from the Arctic Wolf sensors and agents, analysis of such log data, correlation of customer log data with threat vulnerability information, analysis of data by the Arctic Wolf Security Services Team, scanning of our customer's internal and external systems, escalation of security events that need attention by the customer, recommendations to improve security robustness, and the provision of custom and regular summary reports.

Arctic Wolf Networks, Inc. is the sole provider of the Arctic Wolf Solutions.

Thank you,

Signed by:

F178AB24F7DC46F...

Andrew Hill
Chief Legal Officer & General Counsel

01/28/2025

DS


Arctic Wolf Master Agreement

02/09/2021

This Master Partner Agreement (the "Agreement") is a legal agreement entered into by and between the partner (the "Partner") identified on an applicable Managed Service Provider or Reseller Addendum (the "Addendum") and Arctic Wolf Networks, Inc. ("Arctic Wolf") and is effective on the date the Addendum is executed by Partner and countersigned by Arctic Wolf and governs Partner's sale of the Solutions (as defined herein) to a customer. This Agreement shall include and incorporate by reference any applicable additional terms and conditions set forth in an order form (the "Order Form"), the Addendum, the Program Guide (as defined below), and any URL referenced within any such documents (the "Terms"). Any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Order Form, Program Guide, Addendum, or Terms. In the event of a conflict between the terms of this Agreement with the Addendum, Order Form, Program Guide, and the applicable Terms, the following order of precedence shall apply: the Order Form, the Agreement, the Program Guide (as defined below), and the applicable Terms.

BY EXECUTING THE ADDENDUM OR AN ORDER FORM OR BY DELIVERING A PURCHASE ORDER OR OTHER PURCHASE CONFIRMATION TO ARCTIC WOLF, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTIONS, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, PARTNER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THIS IS A BINDING AGREEMENT AND PARTNER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS ARCTIC WOLF'S OFFER TO LICENSE OR SELL THE SOLUTIONS PURSUANT TO THE TERMS HEREIN. AN ADDENDUM WILL BE CONSIDERED ACCEPTED BY ARCTIC WOLF WHEN COUNTERSIGNED BY ARCTIC WOLF, WHETHER MANUALLY OR ELECTRONICALLY. AN ORDER FORM WILL BE DEEMED ACCEPTED BY ARCTIC WOLF UPON DELIVERY OF THE SOLUTIONS TO PARTNER OR THE CUSTOMER, AS APPLICABLE. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE PARTNER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTNER; AND (B) YOU ARE OVER 18 YEARS OLD. IF PARTNER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT ACCEPT THE ORDER FORM, ISSUE A PURCHASE ORDER OR OTHER CONFIRMATION, REGISTER OR OTHERWISE USE THE SOLUTIONS.

1. APPOINTMENT AND AUTHORITY OF PARTNER

1.1 Appointment; Rights Granted. As of the date of signature by the parties or other acceptance (if click-through) (the "Effective Date") and subject to this Agreement which may be updated from time to time and posted at <https://arcticwolf.com/terms/MPA/> as evidenced by an updated "Last Updated Date", Arctic Wolf authorizes and appoints Partner the reseller rights set forth below and in the Order Form, Terms, and applicable partner program guide (the "Program Guide") which may be provided and updated by Arctic Wolf from time to time or otherwise made available to Partner. Partner may not appoint other partners, resellers, or

distributors, nor offer or sell any rights to use Arctic Wolf Solutions other than as explicitly authorized in this Agreement. The Program Guide contains general information about Arctic Wolf's Partner Program and describes the Program requirements and benefits. The Program Guide is incorporated into this Agreement by this reference.

1.2 Scope. Subject to the terms and conditions of this Agreement and compliance therewith, Arctic Wolf grants Partner the non-exclusive, non-transferable license to purchase the specific products and services from Arctic Wolf as specified in an Order Form and referencing and incorporating this Partner Agreement ("**Solutions**") and to distribute such Solutions to Partner's customers ("**Customer(s)**"). A Solution may consist of hardware equipment ("**Equipment**"), a cloud service offering ("**Service**") and/or software ("**Software**") as specified on the Order Form, including any third-party products incorporated therein. Each Solution is provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**"). Arctic Wolf at its sole discretion, reserves the right, upon at least thirty (30) days prior written notice to Partner, to modify pricing and discounts associated with the Solutions or to discontinue the manufacture, sale or provision of any Solutions at any time; however, should Arctic Wolf discontinue the manufacture, sale, or provision of any Solution, Arctic Wolf will continue to service any existing subscription for the applicable Solution through the Subscription Term (as defined on the applicable Order Form) or as otherwise agreed with Customer. Except for one-time onboarding related to certain Solutions as contemplated in Section 3 of the MSA (as defined in Section 1.4 below), all other Solutions are made available by license, not sold, notwithstanding the use of the terms "sell" or "resell" in this Agreement. "**Documentation**" means user manuals, training materials, product descriptions and specifications and other printed information, as may be updated from time-to-time, relating to the Arctic Wolf Solution, as in effect and generally available from Arctic Wolf, expressly excluding marketing and sales collateral and materials. Some Software, including all third-party software and any open source software made available with or as part of the Solutions, are governed by separate license terms which will be provided by Arctic Wolf upon request.

1.3 Partner Services. Partner may provide certain support and professional services related to the Solutions ("**Partner Services**") as more fully-described in the applicable Addendum, provided Partner is in continued compliance with the Order Form, applicable Terms and Program Guide. If Partner ceases to be in compliance with the Order Form, applicable Terms, and Program Guide, Arctic Wolf may notify Partner that it is prohibited from providing Partner Services and, upon receipt of such notice, Partner will immediately cease providing Partner Services until such breach is cured in accordance with Section 5.1 herein or the Agreement is terminated.

1.4 End User License Agreement. Partner acknowledges and agrees that Customer's Subscription to the Solutions is subject to (i) for sales pursuant to the Reseller Addendum, Customer's agreement to Arctic Wolf's Master Solution Agreement found at <https://arcticwolf.com/terms/MSA/>, as may be updated from time-to-time (the "**MSA**"), and referenced on Partner's purchasing document with Customer or (ii) for sales pursuant to the Managed Service Provider Addendum, Customer's agreement to Arctic Wolf's MSA and referenced on Partner's purchasing document with Customer or an agreement that, at a minimum, includes contractual provisions that are materially no less protective of Arctic Wolf's rights than those contained in Arctic Wolf's then-current MSA with such comparative terms to

include, but not be limited to, the license, license restrictions, intellectual property rights, title, termination, confidentiality, export, warranty, indemnification, limitation of liability and audit provisions. Partner acknowledges and agrees that Arctic Wolf may require Customers acknowledge and agree to Arctic Wolf's MSA and/or any such other Solution terms and conditions as part of the registration or installation process. Partner will be deemed a Customer for any internal purchase of the Solutions by Partner or use of the Solutions by Partner under the MSP Addendum and the MSA will apply to any such use and access.

2. ORDERS, FEES AND PAYMENT, AUDIT

2.1 Orders. Partner will initiate purchases for the Solutions with Arctic Wolf in accordance with the applicable Terms and/or Program Guide.

2.2 Fees and Payment. Partner will pay Arctic Wolf following the date of invoice in accordance with the payment terms set forth on the Order Form, or if silent, as set forth in the Program Guide.

2.3 Audit and Records. During the Term (as defined in Section 5.1 herein) and for a minimum of two (2) years thereafter, Partner will maintain complete and accurate books, records and accounts relating to the distribution or resale of the Solutions. Partner will permit Arctic Wolf, or an independent third-party auditor selected by Arctic Wolf, to inspect Partner's premises, books, records, products and/or accounts upon Arctic Wolf's reasonable request and in a manner that will not unreasonably interfere with normal business operations to confirm Partner's compliance with this Agreement. The results of an audit are Confidential Information of Partner.

2.4 Taxes. Partner will pay to Arctic Wolf any sales or use tax, whether federal, state or local, imposed on or arising out of the delivery of the Solutions to Partner by Arctic Wolf. Partner is solely responsible for paying any and all taxes due and owing as a result of Partner's provision of the Solutions to its Customers and for any taxes (including social security, employment and income) required by any federal, state, or local law or regulation pertaining to Partner's personnel. If Partner is required to pay any Taxes, Partner shall pay such Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Partner will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. Partner acknowledges and agrees that unless Partner provides a valid sales or use tax exemption prior to or simultaneously with its purchase of the Solutions from Arctic Wolf, Arctic Wolf will apply applicable sales tax on invoice and remit such tax to the appropriate taxing authority. Arctic Wolf will have no obligation to Partner to retroactively adjust the invoice or refund any sales or use tax collected related to any Order Forms issued by Arctic Wolf to Partner prior to the submission of any valid sales or use tax exemption.

3. WARRANTIES

With respect to the Solutions, Arctic Wolf makes only those limited warranties made directly to Customers as set forth in its MSA and no warranty is extended to Partner or any third party, unless otherwise specified in the Terms to this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS

DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED AND/OR CONTEMPLATED HEREUNDER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PARTNER ACKNOWLEDGES AND AGREES THAT ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, DO NOT WARRANT THAT THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED HEREUNDER WILL MEET PARTNER OR ITS CUSTOMERS' REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, DO NOT MAKE ANY WARRANTY AS TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED HEREUNDER.

4. ADDITIONAL OBLIGATIONS OF PARTNER

4.1 Data Protection. If Partner provides Arctic Wolf with personal information concerning its Customers, Customer's customers, prospects or employees, Arctic Wolf will only use the information in connection with the purposes outlined in this Agreement, or as otherwise indicated at the time Arctic Wolf receives such information (the "**Intended Purposes**"). Partner will not deliver, disclose or otherwise make such personal information available to Arctic Wolf, or its authorized distributor partner (as applicable), except as required for the Intended Purposes and unless Partner has consented and has obtained all necessary consents required to do so. The information may be maintained by Arctic Wolf in data centers in the United States, Canada, or in other parts of the world and the information may be accessed by Arctic Wolf's global personnel and authorized third parties as required for its business purposes. Partner agrees to comply with all applicable laws, including but not limited to privacy and data protection laws, provide all relevant notices, and gives consent and will obtain any other necessary consent required to share the information with Arctic Wolf and its authorized third parties for the Intended Purposes. Partner acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement (if any): (i) Non-European Data Protection Legislation may apply; and/or (ii) the European Data Protection Legislation may apply. Neither Partner nor Arctic Wolf will be acting as the other party's processor in connection with this Agreement. The terms "processing" and "personal data" as used in this Section 4.4 have the meanings given in the European Data Protection Legislation. Partner agrees that the terms set forth herein are subject to and hereby incorporate by reference, the terms contained in Arctic Wolf's Information Security terms available at <https://arcticwolf.com/informationsecurity/>, as may be updated from time to time.

4.2 Covenants. Partner acknowledges and agrees: (i) to abide by the terms and conditions of, to perform its obligations pursuant to and to meet the requirements set forth in, this Agreement, the Order Form, and the applicable Terms; (ii) that it has the corporate authority to enter into and perform under this Agreement, without violation of any of its obligations to third parties; (iii) to represent the Solutions accurately and fairly, to avoid any misleading or unethical business practices, (iv) to at all times comply with all applicable laws and regulations, including, without limitation, all privacy, export laws and regulations and the U.S. Foreign Corrupt Practices Act (the "**FCPA**") as provided in Section 4.3, below; (v) to obtain any necessary license or other

authorization to export, reexport, or transfer the Solutions; (vi) to use the Arctic Wolf Technology solely for the purposes acting as a reseller or managed service provider; and (vii) to not compete with Arctic Wolf as a provider of the Solutions.

4.3 Anti-corruption; Export Controls; Economic Sanctions. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, U.S. export controls, economic sanctions, or the FCPA. Partner will not (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause Arctic Wolf to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Partner will not, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if Partner or any partner, officer, director, employee, agent, representative or shareholder of Partner knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Partner acknowledges and agrees that none of Partner's officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and Partner agrees to immediately notify Arctic Wolf should the foregoing change during the term of this Agreement. Partner agrees not to export, re-export, provide, or transfer Arctic Wolf products or Confidential Information to any country, location, person, or entity prohibited under U.S. export controls or economic sanctions regulations, including to any U.S. embargoed country or region (currently, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine) or governments or governmental instrumentalities of these countries, wherever located; to any person or entity identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions; to any end user with knowledge or reason to know that the Arctic Wolf Products will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes; or to any person with knowledge or reason to know that they will export, re-export, provide, or transfer the Arctic Wolf Products or any Confidential Information other than in compliance with the foregoing restrictions as updated from time to time. Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and Partner will not make any claim to the contrary (Arctic Wolf is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this

Agreement in its absence). Upon Arctic Wolf's request, Partner will require that any of its subcontractors, consultants, agents or representatives agree in writing to comply with substantially similar representations as contained in this Section 4.3.

5. TERM AND TERMINATION

5.1 Term and Termination of Agreement. This Agreement will continue in force for an initial term of one (1) year from the Effective Date and will automatically renew thereafter in one (1) year increments (the "Term") unless (i) a party provides the other party with sixty (60) days prior written notice of non-renewal prior to the expiration of the then-current Term or (ii) if otherwise earlier terminated in accordance with the terms of this Agreement. A Party may terminate this Agreement or an Order Form for cause: (i) if the other Party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such material breach from the non-breaching Party; (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favorably resolved within sixty (60) days; or (iii) immediately, without notice, by Arctic Wolf in the event Partner is in breach of Sections 4.2 or 6.2.

5.2 Term and Termination of Order Form(s). Each Order Form will continue in force for the Subscription Term set forth therein and, with respect to resale transactions, unless otherwise earlier terminated by Customer in accordance with the terms of the MSA made between Arctic Wolf and the Customer. Unless otherwise provided on an Order Form, an Order Form will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term at the then-current price at the time of renewal. Either party may terminate an Order Form at the end of the Subscription Term identified therein by providing the other party written notice of termination sixty (60) days prior to the expiration of the then-current Subscription Term, unless earlier terminated as provided in this Section 5. For Solutions having a month-to-month Subscription Term, the effective date of termination will be the last day of the Subscription Term immediately after the 60-day notification period. As a matter of example, if notification of termination is provided on the 15th of September, the effective date of termination for the Subscription Term will be the 30th of November. With respect to any Order Form, Partner will have no right to termination for convenience during the Subscription Term.

5.3 Effect of Termination. Upon termination of this Agreement: (a) Partner shall discontinue all further promotion, marketing and support of the Solutions, and shall cease all display, advertising and use of all the Marks (as defined below) and will not thereafter use, advertise or display any such Marks; (b) Partner shall promptly return all Arctic Wolf's advertising matter and other printed materials or Documentation in its possession or under its control, and all Confidential Information of Arctic Wolf's (however stored), except that Partner may destroy any copies of the Confidential Information maintained on a hard drive or other electronic form; (c) in the event of termination by Arctic Wolf due to breach by Partner, the due date of all outstanding invoices for the Solutions shall automatically be accelerated and become immediately due and payable; (d) all orders not previously accepted by Arctic Wolf as of the effective date of termination may be cancelled by Arctic Wolf, at its option; (e) upon Arctic Wolf's written request, Partner shall provide transition services to Arctic Wolf as further specified in the applicable Program Guide; and (f) if applicable pursuant to an early termination of a resale transaction set

forth in 5.2 above, Arctic Wolf will refund to Partner and Partner will refund to Customer the pro-rata portion of prepaid Subscription Fees as of the effective date of termination. In addition, the provisions which, by their nature, should survive will survive the termination of this Agreement for any reason. Notwithstanding the foregoing, if this Agreement terminates and an Order Form is still in effect, then this Agreement shall continue, along with all licenses granted in the applicable Order Form(s), until the expiration of the Subscription Term(s) set forth in such Order Form(s).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Intellectual Property Rights. Arctic Wolf, its suppliers and licensors own and retain all intellectual property rights relating to the Solutions and Documentation, including all Feedback, improvements, modifications, translations and derivative works thereof ("**Arctic Wolf Technology**"). To the extent Partner obtains any right, title or interest in or to any Arctic Wolf Technology, Partner hereby assigns to Arctic Wolf all right, title and interest in and to such Arctic Wolf Technology and agrees to duly and timely execute all required documents evidencing Arctic Wolf's interest in and to the Solutions and Documentation upon Arctic Wolf's request. Feedback includes suggestions, comments or other feedback ("**Feedback**") provided to Arctic Wolf by Partner with respect to the Solutions. This Agreement does not grant Partner any rights not expressly granted herein.

6.2 Restrictions. Partner will not, and will not permit any third party to: (a) copy, modify or encumber the Solutions or Documentation, (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Solutions (except where the foregoing is expressly permitted by applicable local law, and then only to the extent so permitted) or create any derivative works including, without limitation, customization, translation or localization, (c) sell, license, sublicense, rent, lease, lend, transfer or otherwise provide access to the Solutions or use the Solutions for timesharing or service bureau purposes, or otherwise use the Solutions on behalf of any third party (including as part of a managed service offering) unless approved by Arctic Wolf in writing and in which case the Managed Service Provider Addendum will apply, (d) remove or obscure any proprietary notices on the Solutions or Documentation, (e) publish or disclose to any third party any technical features, performance or benchmark tests, or comparative or competitive analyses relating to the Solutions except as expressly authorized in this Agreement or with prior written permission by Arctic Wolf, (f) use the Solutions for performing comparisons or other "benchmarking" activities, either alone or in connection with any hardware or software or (g) use the Solutions or Documentation for any purpose and in any manner not expressly and unambiguously authorized herein (including, without limitation, for any purpose competitive with Arctic Wolf). All rights in the Solutions are reserved to Arctic Wolf, its suppliers and licensors, except as expressly stated in this Agreement.

6.3 Marks. During the Term, Arctic Wolf hereby grants to Partner the limited, non-exclusive, non-transferable, revocable license to use and display the Arctic Wolf trademarks made available to Partner by Arctic Wolf from time to time ("**Marks**") solely in connection with and solely to the extent reasonably necessary for the marketing, promotion, and distribution of the Solutions to prospective customers and end users within the Territory in accordance with the terms and conditions of this Agreement, any posted guidelines, and all applicable laws. Partner

shall not remove or alter the Marks or other proprietary notices incorporated in, marked on or affixed to the Solutions, Documentation, marketing materials or other materials provided by Arctic Wolf. Partner shall market, promote, and distribute the Solutions only under the Marks, and not under any other trademark or logo including a combination with any other trademarks or brand names. Partner shall not use the Marks or any other trademarks or trade names of Arctic Wolf or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product of Partner. Partner shall not use or authorize any person to use any of the Marks as a trade name or domain name. Partner shall not seek to register in any country any of the Marks or domain names including any Marks (or any confusingly similar marks or translations or transliterations of the Marks) in either Partner's or any third party's name and agrees to transfer any such registrations or domain names to Arctic Wolf on Arctic Wolf's request. Partner's use of the Marks shall be pursuant to Arctic Wolf's branding policies as Arctic Wolf may communicate to Partner from time to time, and Partner shall promptly modify its use of the Marks to conform to such policies. If Partner's use does not conform to the guidelines, then Arctic Wolf may request and, upon receipt of such request, Partner shall immediately cease any further use of the Marks. During the Term, Partner consents to Arctic Wolf using its name and logo to identify Partner as a partner of Arctic Wolf. Any use shall be subject to Arctic Wolf complying with any guidelines that Partner may deliver to Arctic Wolf from time-to-time regarding the use of its name and logo.

7. CONFIDENTIALITY

7.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, directors, employees, advisors, agents and subcontractors who have a need to know and are bound by confidentiality terms no less restrictive than those in this Agreement. For purposes of this Agreement, "**Confidential Information**" means any and all information disclosed by either party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, Program Guide, information contained within Arctic Wolf's Partner Portal, the Solutions and details related to the delivery thereof, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party and all derivatives thereof.

7.2 Exceptions. The restrictions stated in Section 7.1 do not apply to any Confidential Information that the Receiving Party can demonstrate:

- (a) was known to it prior to its disclosure by the Disclosing Party without any obligation of confidentiality;
- (b) is or becomes publicly known through no wrongful act of the Receiving Party;
- (c) has been rightfully received, without any obligation of confidentiality, from a third party that to

the best of the Receiving Party's knowledge is authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; or (e) has been approved for release by the Disclosing Party's prior written authorization, but only to the extent of such authorization. The Receiving Party may disclose Confidential Information as required by court order or as otherwise required by law, provided that the Receiving Party provides prompt advance written notice thereof, to the extent not prohibited, and assists the Disclosing Party, at the Receiving Party's expense, to seek a protective order or otherwise prevent or restrict such disclosure.

7.3 Injunctive Relief. The parties agree that a breach of the confidentiality or license provisions of this Agreement will cause irreparable damage which money cannot satisfactorily remedy. In addition to any other remedies available at law or hereunder, the parties agree Arctic Wolf is entitled to seek injunctive relief for any threatened or actual breach of this Agreement by Partner in addition to all other legal remedies without the need to post bond.

8. INDEMNIFICATION

8.1 By Arctic Wolf. Arctic Wolf agrees to defend or settle, at Arctic Wolf's option, a third-party claim or cause of action against the Partner alleging that the Solutions infringe or misappropriate a U.S. patent or copyright of such third party (collectively, a "**Claim**") and to pay damages finally awarded against the Partner and paid to an unaffiliated third party or to pay settlement amounts directly, and solely resulting from such Claim, provided that Partner (a) promptly gives written notice of the Claim to Arctic Wolf; (b) gives Arctic Wolf sole control of the defense and settlement of the Claim (provided that Arctic Wolf may not settle any claim or cause of action unless it unconditionally releases Partner of all liability other than the payment of amounts to be covered by Arctic Wolf hereunder); and (c) provides to Arctic Wolf all reasonable assistance at Arctic Wolf's request and expense. In the event of an actual or threatened Claim described in Section 8.1(ii), Arctic Wolf may, at its sole option: (i) procure for Partner the right to continue selling the Solutions under the terms of this Agreement; (ii) replace or modify the Solutions to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate Partner's rights to resell the Solutions, and terminate all then-existing licenses to the Solutions resold by Partner and refund any pre-paid unused fees as of the date of termination. Notwithstanding the foregoing, Arctic Wolf will have no obligation under this section or otherwise with respect to any Claim described in Section 8.1(ii) based upon (A) any unauthorized use of the Solutions or any breach of this Agreement by Partner, (B) any combination of the Solutions with other non-Arctic Wolf Solutions, equipment, software, uses or data, to the extent such Claim would not have arisen absent such combination and to the extent such combination is not reasonably anticipated, (C) any modification of the Solutions by any person other than Arctic Wolf, (D) any activity after Arctic Wolf has provided Partner with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Solutions or (E) continued use of the Solutions after notification from Arctic Wolf. The provisions of this section set forth Arctic Wolf's sole and exclusive obligations, and Partner's sole and exclusive remedies, with respect to any claims of infringement or misappropriation of third-party intellectual property rights of any kind.

8.2 By Partner. Partner will defend, indemnify and hold Arctic Wolf harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims or

causes of action against Arctic Wolf arising out of (a) any representations or warranties or any misrepresentation provided by Partner or its representatives relating to or concerning the Solutions; (b) a breach of any obligation of Partner set forth this Agreement; (c) any marketing, use or other exploitation of the Solutions, or (d) Partner's breach of any agreement or obligation with a Customer pertaining to the Solutions. Arctic Wolf will (i) promptly give written notice of the Claim to Partner; (ii) give Partner sole control of the defense and settlement of the Claim (provided that Partner may not settle any claim or cause of action unless it unconditionally releases Arctic Wolf of all liability other than the payment of amounts to be covered by Partner hereunder); and (iii) provides to Partner all reasonable assistance, at Partner's request and expense.

9. LIMITATION OF LIABILITY. ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, ARE NOT LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR: (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES, LOSS OF PROFITS, EXPENDITURES, LOSS OF GOODWILL, OR BUSINESS OPPORTUNITY; (C) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE AMOUNTS PAID TO ARCTIC WOLF DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; OR (D) ANY MATTER BEYOND ITS REASONABLE CONTROL WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. UPDATES. Should Arctic Wolf modify the terms and conditions set forth in the Agreement, Program Guide or Terms, Arctic Wolf will post the amended terms on www.arcticwolf.com/terms, the Program Guide, or respective links to the Terms, as applicable, and will update the "Last Updated Date" within the specific terms. By continuing as a Partner after Arctic Wolf has posted such updated terms, Partner is indicating that it agrees to be bound by such terms. If any change has a material adverse impact and Partner does not agree to the change, Partner must notify Arctic Wolf within 30 days after the effective date of the change. If Partner notifies Arctic Wolf, then Partner will remain governed by the terms in effect immediately prior to the change until the end of the then-current Agreement term. Any renewal of the Agreement will be renewed under the then-current terms, unless otherwise agreed in writing.

11. ENGLISH LANGUAGE CONTROLS. The Parties have agreed that this agreement as well as any notice, document or instrument relating to it be drawn up in English only; les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.

12. GENERAL PROVISIONS. This Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld except Arctic Wolf may assign this Agreement to a successor in interest. All notices, requests, directions or other communications hereunder will be in writing and deemed to have been sufficiently given when delivered to the address of each party set forth on the applicable Addendum, and if silent, to Arctic Wolf at PO Box 46390, Eden Prairie, MN 55344 Attn: Legal@arcticwolf.com and to Partner at the address provided for the Partner Portal registration, or such other updated address a party may provide to the other party in writing.

Except as expressly provided herein, no modification of this Agreement will be effective unless contained in writing and signed by an authorized representative of each party. The relationship of Arctic Wolf and Partner established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either Party the power to direct and control the day-to-day activities of the other, (b) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow Partner to create or assume any obligation on behalf of Arctic Wolf for any purpose whatsoever. Arctic Wolf's third-party suppliers or licensors are third party beneficiaries hereunder with respect to their respective product or software and reserve the right to assert claims for infringement or misappropriation of their intellectual property rights by Partner or its end user as to its third-party product or software. Headings in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each Party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. The United Nations Convention on Contracts for the International Sale of Goods will not apply. During the Term of and for six (6) months after expiration or termination of this Agreement, neither Party may directly solicit for hire as an employee, any of the other Party's personnel who have had material direct involvement with the Agreement; "solicit" does not mean posting or otherwise generally advertising open jobs, to which an employee of the other Party may respond. This Agreement constitutes the entire agreement between Arctic Wolf and Partner with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No modification of this Agreement by Partner will be effective unless contained in writing and signed by an authorized representative of each party. No term or condition contained in Partner's purchase order or similar document will apply unless specifically agreed to by Arctic Wolf in writing, even if Arctic Wolf has accepted the order set forth in such purchase order. Notwithstanding any provision contained in this Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. The foregoing clause will not apply to the payment of any sums due under this Agreement by either party to the other.

TOWN OF JUPITER
Contract Award Recommendation for
Cybersecurity Managed Detection and Response Services



DATE:	February 16, 2021
TO:	Honorable Mayor and Members of Town Council
THRU:	Matt Benoit, Town Manager
FROM:	Karl S. Craig, Director Information Systems
SUBJECT:	Contract Award Recommendation for Cybersecurity Managed Detection and Response Services in the Amount of \$84,410.32

EXECUTIVE SUMMARY:

Cybersecurity industry experts predict that ransomware attacks will continue to increase in 2021 as cybercriminals get more sophisticated in their methods and expand their reach. Partnering with a leader in local government cybersecurity protection to combat this risk and better position the Town to defend from cyberattack is a necessary step to further protect our data and systems.

Following the cyber-attack the Town experienced in March of 2020, the Town's insurance carrier engaged on our behalf a regional cybersecurity forensics team to help cleanse and secure our computer environment from the cybercriminals. The resulting Incident Response Recommendations Report included recommendations to *augment staff, increase monitoring of network traffic and endpoints* (servers and computers). The most efficient way to provide the needed services is through established and reputable cybersecurity protection firms who can leverage the power of automation, algorithms, and experienced full-time staff. This will provide monitoring our environment 24 x 7 for anomalies and suspicious behavior, alerting us and taking action when needed. Providing these services with Town staff alone would be cost prohibitive and inefficient. In contrast, it would require a minimum of 4 full time and highly paid cybersecurity professional working in shifts around-the-clock, 7 days a week, to match the services and capabilities of the proposed solution.

Town staff recommendation to accept Flagler Technologies quote, # 003699 v2 in the amount of \$84,410.32 for Arctic Wolf's Managed Detection and Response Services. The Arctic Wolf solution is an industry leading, cloud-native platform designed to deliver security operations as a concierge service.

The security services include; log, data, and network traffic ingestion and monitoring with dedicated response and support services for the expressed purpose of identifying and preventing malicious behavior to reduce the risk of malware, ransomware, cyberattack, and theft of data within the Town's computer network and systems.

On January 8th bids were received via DemandStar.com for the requested managed detection and response services. Six (6) bids from qualified firms were received and were meticulous reviewed and graded by town staff familiar with our cybersecurity needs and services available in the marketplace.

Each proposal was scored using the following criteria and weighting; Price - total cost including all components and services (25%), Requirements – evaluation of responses to meet all requirements listed (40%), Best Fit – ability to meet the current and ongoing needs of the Town as a security partner (35%).

The committee graded the Flagler Technologies/Arctic Wolf bid superior with a score of 376 out of 400 possible points or 94% nearly 20% higher than the next closest submission.

A complete bid tabulation, invitation to bid, selection committee scoring sheet, and selected proposal are provided as attachments for further reference.

Flagler Technologies is a local and trusted information technologies firm which has proven itself to be a reliable and competent value-added partner for the Town. References were conducted via phone with two of Arctic Wolf's current municipal government customers. Each reference was selected because they are similar in scope to the Town of Jupiter with respect to the needed cybersecurity services and volume of data and network traffic. Each of which gave Arctic Wolf, its customer service, and solution high marks. They are:

- City of Covington, GA
- Davis County, UT

Each government confirmed the value received from the Arctic Wolf solution and praised the insight they receive to continually increase security and eliminate active threats on an ongoing basis through regularly scheduled meetings, active scanning, and assessment reporting.

Arctic Wolf will provide the Town with the following functions, services, and cybersecurity protections which are intended to better protect the Town of Jupiter from an interruption in services due to malware, ransomware, and system corruption by unauthorized access of our computer systems.

- 24 x 7 Monitoring of Servers, Workstations, Firewalls, Network Traffic
- Advanced Threat Protection and Managed Containment
- Threat Hunting, Incident Response, Remediation Assistance
- Reporting, Bi-monthly Dark-Web Scanning for Vulnerable Data
- Bi-monthly Meetings for Risk Posture Review
- On-call Dedicated Concierge Team Providing Single Point of Contact

RECOMMENDATION:

Staff recommends approval of quote # 003699 v2 submitted by Flagler Technologies in the amount of \$84,410.32 for Arctic Wolf's cybersecurity managed detection and response services.

Strategic Priority:

Organizational Excellence

Attachments:

- Bid tabulation RFQ-IS-2020-12
- Cybersecurity Selection Committee Scoring Summary Sheet

Funding Source:

Approved in Budget	\$84,410.32	Sources: 00125213 552000
Additional Funding Required	\$	Sources:

For more information or to request attachments, please contact *King Wekenmann* at KingW@jupiter.fl.us and/or 561.741.2351

Tabulation Sheet

Agency Name Town of Jupiter

Bid Number RFQ-IS-2020-12-0-2021/kc

Bid Name Town of Jupiter Managed Detection and Response Services

Bid Due Date 01/08/2021 17:00:00

Bid Opening Closed

6 responses found.

✓ online, offline, ● not submitting, ⚠ not received

Complete	Responded	Offline	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Notes
Complete							
1 . Dell Technologies	01/08/2021	6025 Indian Forest Cir, Lake Worth, FL, 33463	\$111753.80			Bid Form	●
2 . Flagler Technologies	01/07/2021	5295 Town Center Rd. Suite 201, Boca Raton, FL, 33458	\$84410.32		Small Business, Woman Owned	Bid Form	✓
3 . Foresite	01/08/2021	1 Hartfield Blvd, Suite 300, East Windsor, CT, 06088	\$174937.00			Bid Form	✓
4 . MGT of America Consulting, LLC	01/08/2021	4320 West Kennedy Boulevard, Suite 200, Tampa, FL, 33609	\$110050.00			Bid Form	✓
5 . Proficio	01/08/2021	1555 Faraday Ave. , Carlsbad, CA, 92008	\$96554.95			Bid Form	✓
6 . TylerTech	01/08/2021	One Tyler Drive, Yarmouth, ME, 04096	\$143000.00			Bid Form	✓

Managed Detection and Response Services RFQ-IS-2020-12

BID:	RFQ-IS-2020-12	Master Scoring Sheet						
DATE:	Wednesday, January 20, 2021							
TIME:	3:00 p.m.							
LOCATION:	Zoom Meeting							
COMMITTEE:	Mike Dean, Karl Craig							
	Daniel Baird, King Wekenmann							
	Company	Quote Complete	Total Bid	Mike Dean	Karl Craig	Daniel Baird	King Wekenmann	Grand Total *
	Dell Technologies	Yes	\$ 111,753.80	65	80	70	78	293
	Flagler Technologies	Yes	\$ 84,410.32	98	95	90	93	376
	Foresite	Yes	\$ 174,937.00	65	55	50	67	237
	MGT of America Consulting, LLC	Yes	\$ 110,050.00	80	75	75	77	307
	Proficio	Yes	\$ 96,554.95	72	85	80	77	314
	Tyler Technologies	Yes	\$ 143,000.00	70	65	50	70	255
BID AWARD:	Flagler Technologies							*400 pts. max

Town of Jupiter - Town of Jupiter - 3320

Quote #003699 v2

Prepared For:

Town of Jupiter

Mike Dean
 210 Military Trl
 Jupiter, FL 33458-5786

P:

E: miked@jupiter.fl.us

Prepared by:

Flagler Technologies, LLC

Shana Clark
 5295 Town Center Rd
 Suite 201
 Boca Raton, FL 33486

P:

E: shana.clark@flagler.io

Date Issued:

02.08.2021

Expires:

02.26.2021

Subscription: 03/01/2021 through 02/28/2022

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
450	AW-MDR-USER	Arctic Wolf MDR user license	\$82.56	\$37,152.00
150	AW-MDR-SE	Arctic Wolf MDR user license	\$82.56	\$12,384.00
600	AW-MDR- 90DAY	Arctic Wolf MDR Log Retention - 90 days	\$0.00	\$0.00
4	AW-MDR- 2XX-S	Arctic Wolf 300 Series Sensor - 5 x 1G with RJ45 Connectors	\$1,257.58	\$5,030.32
450	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$11.08	\$4,986.00
450	AW-MR-USER	Arctic Wolf Managed Risk user license	\$41.43	\$18,643.50
150	AW-MR-SE	Arctic Wolf Managed Risk server license	\$41.43	\$6,214.50
			Subtotal:	\$84,410.32

One Time Fees

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	AW-MDR-OB	Arctic Wolf MDR Onboarding	\$0.00	\$0.00
1	AW-MR-OB	Arctic Wolf Managed Risk Onboarding	\$0.00	\$0.00

Quote Summary			Amount
Subscription: 03/01/2021 through 02/28/2022			\$84,410.32
Total:			\$84,410.32

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

Appendix

Upon renewal of the Subscription of equal or greater Quantities and Subscription Term, the Net Total price for each Item set forth above will increase by 5.0 percent annually.

Terms

This Order Form, the Master Partner Agreement located at <http://www.arcticwolf.com/terms/mpa> (or equivalent Master Partner Agreement executed by the parties, as may be amended from time to time), and the applicable Addendum (collectively, the "Agreement"), along with all additional terms and conditions referenced within the Agreement, governs Partner's resale of the Solutions to the assigned end user above ("Customer"). Customer acknowledges and accepts the terms of the Agreement by returning a signed copy of this Order Form to Arctic Wolf or by issuing a conforming Purchase Order ("PO") that incorporates by reference the terms contained herein. The Order Form Effective Date is the earlier of : (i) the date of first signature below or (ii) the date of receipt by Arctic Wolf of a conforming PO. The Subscription Start Date will begin on the thirtieth (30) day following the Order Form Effective Date unless specified in the Subscription Start Date field above. Unless otherwise defined in this Order Form, all defined terms shall have the same meaning as set forth in the Agreement.

SKUs with "One-Time Fees" listed above are not sold on a subscription or recurring basis. All One-Time Fees shall be invoiced in the first of series of invoices (where applicable) unless otherwise specified on this Order Form. Total Fees listed above are non-refundable and do not include any sales, use or excise taxes now or hereafter imposed by any governmental authority ("Taxes") with respect to the products listed above. Partner shall be responsible for paying all Taxes upon invoicing by Arctic Wolf for any such Taxes.

The terms of this Order Form are deemed Confidential Information as defined in the Agreement and may not be disclosed except as otherwise provided in the Agreement.

TOWN OF JUPITER
Beyel Annexation, Future Land Use, and Zoning Map Amendments



DATE	March 4, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Beyel Annexation, Future Land Use and Rezoning:</u> Applications for a 0.2+/- acre property located at 18019 Highway A1A, to request a: A. Ordinance 2-25, Second Reading - Voluntary Annexation; B. Ordinance 3-25, Second Reading - Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 dwelling units per acre (CH/5) to Town of Jupiter (TOJ) Inlet Village Flex; and C. Ordinance 4-25, Second Reading - Zoning Map amendment from PBC Commercial Neighborhood (CN) to the TOJ Inlet Village District, Flex South Subdistrict (IVFS).

EXECUTIVE SUMMARY

Consideration on second reading of applications to annex the subject property into the Town of Jupiter and assign Town Future Land Use Map (FLUM) and zoning designations to approximately 0.2 +/- acres, located at 18019 Highway A1A.

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

ANALYSIS

Concurrent with the annexation are requests to designate the subject property with the Inlet Village Flex future land use and Inlet Village District, Flex South Subdistrict (IVFS) zoning, which are consistent with the surrounding land use and zoning designations. A voluntary trip cap, which equates to 463 average daily trips (ADT), was included in Ordinance 3-25. The trip cap was to ensure future development does not exceed the estimated number of average daily trips allowed as the maximum per the existing County land use designation (see pages 8 and 9 of staff report for full traffic analysis), since the proposed Inlet Village Flex land use could allow almost twice as much intensity compared to the current County designation. The trip cap was included with the FLUM ordinance, as a maximum cap, not an entitlement, to ensure the request would be consistent with the goals, objectives and policies of the Town's Comprehensive Plan. Based on the action by the Town Council on first reading, the proposed trip cap has been removed, specifically the phrase "with a maximum generation of 470 external daily traffic trips" was deleted from Section 2 of Ordinance 3-25.

TOWN COUNCIL ACTION:

At their February 18th meeting, Town Council, voted:

- to approve (by a 3-0 vote) the voluntary annexation;
- to approve (by a 3-0 vote) the Future Land Use Map (FLUM) amendment, without a traffic trip cap; and
- to approve (by a 3-0 vote) the Zoning Map amendment, for the subject property upon first reading.

PLANNING AND ZONING RECOMMENDATION:

At their January 14th meeting, the Planning and Zoning Commission, acting as the Local Planning Agency, recommended **approval** (by a 7-0 vote) of the Future Land Use Map (FLUM) amendment for the subject property, and included a traffic trip cap on the FLUM. At the same meeting, the Planning and Zoning Commission also recommended **approval** (by a 7-0 vote for both applications) of the voluntary annexation and the Zoning Map amendment for the subject property.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinances 2-25
2. Ordinance 3-25
3. Ordinances 4-25
4. Staff Report and Attachments
5. Applicant Presentation

FUNDING SOURCE

*Funding is not necessary for this request.

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

ORDINANCE NO. 2-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 0.2 +/- ACRE PARCEL OF UNINCORPORATED LAND WHICH IS CONTIGUOUS TO THE BOUNDARIES OF THE TOWN OF JUPITER; PROVIDING FOR A REVISION OF THE TOWN'S BOUNDARIES TO INCLUDE THE PARCEL ANNEXED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Venus & Mars, LLC is the owner (the "Owner") of 0.2+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A"**; and,

WHEREAS, the address of the subject property is 18019 Highway A1A; and

WHEREAS, the subject property is contiguous to the boundaries of the Town of Jupiter ("Town"); and,

WHEREAS, the subject property is located on an unimproved ingress/egress easement known as Coopers Road, approximately 100 feet west of Highway A1A as shown on **Exhibit "B"**, which is attached hereto and incorporated herein; and,

WHEREAS, the Owners have petitioned the Town to voluntarily annex the subject property into the Town; and,

1 **WHEREAS**, the Town's Planning and Zoning Commission has considered
2 the Owners' petition for voluntary annexation and has recommended its approval to
3 the Town Council.

4 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL**
5 **OF THE TOWN OF JUPITER, FLORIDA:**

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

8 **Section 2.** The Town Council finds that the subject property is contiguous to
9 the Town's boundaries, is reasonably compact, urban in character and is in the path
10 of the Town's continuing urbanization and development.

11 **Section 3.** The Town Council finds that the voluntary annexation would
12 reduce the size of an existing enclave within the boundaries of the Town.

13 **Section 4.** The petition for the voluntary annexation of the subject property
14 bears the signature of the legal owner of the subject property.

15 **Section 5.** This ordinance is adopted for the purpose of the extension of the
16 territorial limits of the Town consistent with the provisions of Section 171.044, Florida
17 Statutes. The Town Council hereby authorizes the annexation of the subject property
18 into the Town.

19 **Section 7.** Article II of the Charter of the Town, which contains the legal
20 description of the Town's incorporated municipal boundaries is hereby revised to
21 include the subject property. A certified copy of this ordinance shall be filed as a
22 revision of the Town Charter with the State of Florida Department of Commerce
23 within 30 days from the date of effective date of the ordinance as required by Section
24 171.044 (3) and 171.091, Florida Statutes, and the Town Clerk is hereby directed to
25 file a certified copy of this Ordinance with the Clerk of the Circuit Court of Palm

1 Beach County, the Palm Beach County Board of County Commissioners, and the
2 Florida Department of State.

3 **Section 8.** Upon the effective date of this annexation into the Town, the
4 subject property shall be subject to all laws, ordinances, and regulations in force in
5 the Town and shall be entitled to the same privileges and benefits as any other
6 property in the Town.

7
8 **Section 10.** Effective date. This ordinance shall take effect immediately upon
9 its execution.

10

11 Attachments:

12 **Exhibit "A" - Legal Description**
13 **Exhibit "B" - Location Map**

14

15

16

17

18

#5849992 v1 26503-00001

Exhibit "A"

LEGAL DESCRIPTION:

PARCEL I:

Parcel of land in Government Lot 7, Section 31, Township 40 South, Range 43 East, described as follows:

*Beginning on the Southerly right of way line of U.S. Federal Highway No. 1 at Station P.C. 1180 X 23.1 which is a 3" iron pipe extending 6" above the ground as shown on an amended plat of **JUPITER INLET ESTATES INC.** filed in Plat Book 16, Page 25 Public Records of Palm Beach County, Florida; thence Southeasterly along said right of way line 88 feet, more or less, to its intersection with the Westerly right of way line of the Old Jupiter & Lake Worth Railroad; thence Southeasterly along said right of way line, 310 feet to the **POINT OF BEGINNING**; thence Westerly, making an angle with the preceding course, measured from Northwest to West of 68° 08' a distance of 98 feet, more or less, to the waters of the Jupiter River or Florida East Coast Canal; thence Northerly along the waters of said Jupiter River 76 feet, more or less to a point in a line parallel to and 70 feet northerly (measured at right angles) from the line of parcel herein described; thence Easterly along said parallel line 106 feet, more or less, to a point in said Westerly right of way line at the Old Jupiter & Lake Worth Railroad; thence continue Easterly along same course to a point in the Easterly right of way line of the 40 foot right of way of Jupiter & Lake Worth Railroad; thence Southeasterly along said Easterly right of way line, 75.43 feet to a point in the easterly extension at the south line of the parcel herein described; thence Westerly along said Easterly extension to the **POINT OF BEGINNING**.*

PARCEL II:

The South 70 feet of a tract of land in Government Lots 6 & 7, Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, described as follows:

*Beginning on the Southerly right of way line of U.S. Highway No. 1 at Station P.C. 1180 X 23.1 which is a 3-inch iron pipe extending 6 inches above the ground as shown on an amended plat of Jupiter Inlet Estates, Inc. filed in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida; thence Southwesterly at right angles with said right of way of U.S. Highway No. 1 about 125 feet to the shore of Lake Worth Canal for Point A at the shore; thence back to the **POINT OF BEGINNING** to start anew, thence Southeasterly along said Southerly right of way line of U.S. Highway No. 1, 88 feet to a 3-inch iron pipe at its intersection with the Westerly right of way line of Old Jupiter and Lake Worth Railway, thence Southeasterly along said right of way line 310 feet to an iron pipe (an iron fence was built along this line of which posts are still there); thence West about 80 feet to the shore of Lake Worth Canal, thence meandering said shore Northwesterly and Westerly to the before-mentioned Point "A."*

PARCEL III:

A parcel of land in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

*Begin at the intersection of the Westerly right of way line of State Road A-1-A with the South line of said Section 31, which for purpose of this description is assumed to bear due East; thence North 31° 22' 20" West along said Westerly right of way line, a distance of 19.31 feet; thence South 79° 50' 00" West a distance of 145.37 feet; thence North 21° 52' 40" West a distance of 138.28 feet to the **POINT OF BEGINNING**; thence continue North 21° 52' 40" West a distance of 6.29 feet to the North line of the South 125.00 feet of said Section 31; thence due West, along said North line, a distance of 136.00 feet, more or less, to the waters of Jupiter River; thence Southeasterly, along said waters, to a line which bears South 87° 56' 33" West from the **POINT OF BEGINNING**; thence continue North 87° 56' 33" East a distance of 132.00 feet more or less, to the **POINT OF BEGINNING**.*

PARCEL IV:

*From a point at Station 1180 X 23.1 on the Southerly right of way line of U.S. Highway No. 1 (now State Road A-1-A), as shown on amended plat of **JUPITER INLET ESTATES, INC.**, recorded in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida said point being the point of curvature of curve, concave to the Southeast having a radius of 922.40 feet, whose center South 26° 18' 43" West; thence Southeasterly along the arc of said curve through a central angle of 05° 35' 15", a distance of 89.95 feet to the intersection of said right of way line with the Westerly right of way line of the Old Jupiter and Lake Worth Railway; thence South 21° 58' 50" East, along said right of way line a distance of 228.98 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence run North 83° 04' 14" East; a distance of 41.42 feet to the intersection of the Easterly right of way line of the Old Jupiter and Lake Worth Railway, as shown on the above said Plat; thence South 21° 58' 50" East, along said Easterly right of way line, a distance of 8.30 feet; thence leaving said right of way line, bear South 89° 53' 10" West, a distance of 67.51 feet; thence North 83° 04' 14" East, a distance of 23.46 feet to the **POINT OF BEGINNING**.*

Less from all the aforescribed lands the following:

*From a point at Station 1180 X 23.1 on the Southerly right of way line of U.S. Highway No.1, as shown on Amended Plat of **JUPITER INLET ESTATES, INC.** recorded in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida. Said point being the point of curvature of a curve, concave to the Southeast, having a radius of 922.40 feet; run Southeasterly, along the arc of said curve, through a central angle of 05° 35' 15", a distance of 89.95 feet to the intersection of said right of way line with the Westerly right of way of the Old Jupiter and Lake Worth Railway; thence South 21° 58' 50" East, along said right of way line, a distance of 228.98 feet; thence South 83° 04' 15" West a distance of 23.46 feet, thence South 89° 53' 10" West, a distance of 83.99 feet to the Shores of the Lake Worth Canal; thence meandering said shore, Southeasterly 14.00 feet, more*

or less, to a point on a line bearing South 83°04'14" West, from the **POINT OF BEGINNING**; thence North 83°04'18" East, a distance of 73.54 feet to the **POINT OF BEGINNING**.

Together with Ingress and Egress easements as created by the Agreed Judgment recorded in Official Records Book 4588, Page 967, subject to all the terms and conditions contained herein.

And together with a non-exclusive ingress and egress easement as created by Final Judgement recorded in Official Records Book 20741, Page 1287, subject to all the terms and conditions contained herein.

TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED BELOW AS OBTAINED IN QUIET TITLE SUIT, CASE NO. 2018CA009398:

A parcel of land lying in Government Lot 7, Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From a point at Station 1180 + 23.1, on the Southerly right-of-way line of U.S. Highway No. 1; (now State Road A-1-A), as shown on the amended plat of JUPITER INLET ESTATES, INC., as recorded in Plat Book 16, Page 25, in and for the records of Palm Beach County; Florida; said point being the point of curvature of a curve concave to the Southeast, having a radius of 922.40 feet; run Southerly, along the arc of said curve through a central angle of 05°35'15" a distance of 89.95 feet to the intersection of said right-of-way line with the Westerly right-of-way line of the Old Jupiter and Lake Worth Railway; thence South 21°57'30" East, along said right-of-way line, a distance of 228.98 feet to a point on the North line of Parcel 4, as recorded in Official Records Book 27843, Page 1847, Public Records of Palm Beach County, Florida; thence North 83°04'15" East, along said North line a distance of 20.71 feet to a point on the West line of Official Records Book 8822, Page 614, Public Records of Palm Beach County, Florida and the **POINT OF BEGINNING** of the hereinafter described parcel; thence continue North 83°04'15" East a distance of 20.66 feet to a point on the East line of said Official Records Book 8822, Page 614; thence South 21°57'30" East, along the East lines of Parcels 1 and 4, of said Official Records Book 27843, Page 1847 a distance of 75.75 feet to a point on the North line of the South 125 feet of said Section 31; thence North 90°00'00" West, along said North line, a distance of 21.56 feet to a point on said West line; thence North 21°57'30" West, along said West line, a distance of 73.06 feet to the **POINT OF BEGINNING**.

A parcel of land acquired in quit claim deed from Jupiter River Inn, recorded in Official Records Book 31817, Page 1613, described as follows:

A parcel of land in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of a 66 foot wide right-of-way of State Road A-1-A with the South line of said Section 31, said South line bearing North 89°58'26" West (Basis of Bearings); thence North 31°20'27" West, along

said Westerly right-of-way line, 19.31 feet; thence South 79°51'34" West, 144.68 feet to the intersection with the West line of the East 30 feet of Juno Street, as shown on the **PLAT OF JUPITER**, as recorded in Plat Book 1, Page 56, Palm Beach County Public Records; thence North 21°53'12" West, along said West line, 138.28 feet, to the intersection with the North line of Parcel 2 as described in Official Records Book 18844, Page 1606, Public Records of Palm Beach County, Florida; thence South 87°56'01" West, 45.54 feet to the intersection with the South line of Parcel 1 as described in Official Records Book 29597, Page 544, Public Records of Palm Beach County; thence North 89°58'48" East, 46.16 feet; thence North 21°53'12" West, 1.75 feet to the **POINT OF BEGINNING**.

Beyel Property

Jupiter, Florida



ORDINANCE NO. 3-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE 57-89 WHICH ADOPTED THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP TO ASSIGN A FUTURE LAND USE DESIGNATION OF INLET VILLAGE FLEX TO APPROXIMATELY 0.2+/- ACRES OF PROPERTY LOCATED AT 18019 HIGHWAY A1A; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), has adopted a Comprehensive Plan in accordance with the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"); and,

WHEREAS, the Florida Department of Commerce's predecessor agency, the Department of Community Affairs, determined that the Town's Comprehensive Plan was "in compliance" with the provisions of the Act; and,

WHEREAS, Venus & Mars, LLC is the owner (the "Owner") of 0.2+/- acres of land (the "subject property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A"**; and,

WHEREAS, the subject property's address is 18019 Highway A1A; and,

WHEREAS, the subject property is located on an unimproved ingress/egress easement known as Coopers Road approximately 100 feet west of Highway A1A as shown on **Exhibit "B"**, which is attached hereto and incorporated herein; and,

1 **WHEREAS**, the owner has petitioned the Town to annex the subject property
2 into the Town; and

3 **WHEREAS**, the future land use designation assigned to the subject property
4 by Palm Beach County is Commercial High with underlying Medium Residential, 5
5 units per acre (CH/5); and,

6 **WHEREAS**, the owner has requested that concurrent with the annexation of
7 the subject property, the Town assign the future land use designation of “Inlet Village
8 Flex” to the subject property; and,

9 **WHEREAS**, the Town’s Local Planning Agency (the “LPA”) has conducted a
10 public hearing as required by Section 163.3174(4)(a), Fla. Stat. to consider the
11 proposed amendment to the Future Land Use Map; and,

12 **WHEREAS**, the LPA has recommended to the Town Council that it assign a
13 future land use of Inlet Village Flex to the subject property; and,

14 **WHEREAS**, notice was published and a public hearing was conducted
15 pursuant to Section 163.3187, Fla. Stat.

16 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL**
17 **OF THE TOWN OF JUPITER, FLORIDA:**

18 **Section 1.** The whereas clauses are incorporated herein as the legislative
19 findings of the Town Council.

20 **Section 2.** The Town Council has determined that a future land use
21 designation of “Inlet Village Flex” should be assigned to the
22 subject property. Ordinance No. 57-89, entitled the
23 “Comprehensive Plan of the Town of Jupiter,” is hereby
24 amended to assign the future land use designation of Inlet
25 Village Flex to the subject property as shown in the attached
26 **Figure “1”**, which is incorporated herein.

Section 3.

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

Attachments: Exhibit "A" - Legal description of the subject property
Exhibit "B" - Location Map
Figure "1" - New Future Land Use Map

#5850323 v1 26503-00001

Exhibit "A"

LEGAL DESCRIPTION:

PARCEL I:

Parcel of land in Government Lot 7, Section 31, Township 40 South, Range 43 East, described as follows:

*Beginning on the Southerly right of way line of U.S. Federal Highway No. 1 at Station P.C. 1180 X 23.1 which is a 3" iron pipe extending 6" above the ground as shown on an amended plat of **JUPITER INLET ESTATES INC.** filed in Plat Book 16, Page 25 Public Records of Palm Beach County, Florida; thence Southeasterly along said right of way line 88 feet, more or less, to its intersection with the Westerly right of way line of the Old Jupiter & Lake Worth Railroad; thence Southeasterly along said right of way line, 310 feet to the **POINT OF BEGINNING**; thence Westerly, making an angle with the preceding course, measured from Northwest to West of 68° 08' a distance of 98 feet, more or less, to the waters of the Jupiter River or Florida East Coast Canal; thence Northerly along the waters of said Jupiter River 76 feet, more or less to a point in a line parallel to and 70 feet northerly (measured at right angles) from the line of parcel herein described; thence Easterly along said parallel line 106 feet, more or less, to a point in said Westerly right of way line at the Old Jupiter & Lake Worth Railroad; thence continue Easterly along same course to a point in the Easterly right of way line of the 40 foot right of way of Jupiter & Lake Worth Railroad; thence Southeasterly along said Easterly right of way line, 75.43 feet to a point in the easterly extension at the south line of the parcel herein described; thence Westerly along said Easterly extension to the **POINT OF BEGINNING**.*

PARCEL II:

The South 70 feet of a tract of land in Government Lots 6 & 7, Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, described as follows:

*Beginning on the Southerly right of way line of U.S. Highway No. 1 at Station P.C. 1180 X 23.1 which is a 3-inch iron pipe extending 6 inches above the ground as shown on an amended plat of Jupiter Inlet Estates, Inc. filed in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida; thence Southwesterly at right angles with said right of way of U.S. Highway No. 1 about 125 feet to the shore of Lake Worth Canal for Point A at the shore; thence back to the **POINT OF BEGINNING** to start anew, thence Southeasterly along said Southerly right of way line of U.S. Highway No. 1, 88 feet to a 3-inch iron pipe at its intersection with the Westerly right of way line of Old Jupiter and Lake Worth Railway, thence Southeasterly along said right of way line 310 feet to an iron pipe (an iron fence was built along this line of which posts are still there); thence West about 80 feet to the shore of Lake Worth Canal, thence meandering said shore Northwesterly and Westerly to the before-mentioned Point "A."*

PARCEL III:

A parcel of land in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

*Begin at the intersection of the Westerly right of way line of State Road A-1-A with the South line of said Section 31, which for purpose of this description is assumed to bear due East; thence North 31° 22' 20" West along said Westerly right of way line, a distance of 19.31 feet; thence South 79° 50' 00" West a distance of 145.37 feet; thence North 21°52'40" West a distance of 138.28 feet to the **POINT OF BEGINNING**; thence continue North 21°52'40" West a distance of 6.29 feet to the North line of the South 125.00 feet of said Section 31; thence due West, along said North line, a distance of 136.00 feet, more or less, to the waters of Jupiter River; thence Southeasterly, along said waters, to a line which bears South 87°56'33" West from the **POINT OF BEGINNING**; thence continue North 87°56'33" East a distance of 132.00 feet more or less, to the **POINT OF BEGINNING**.*

PARCEL IV:

*From a point at Station 1180 X 23.1 on the Southerly right of way line of U.S. Highway No. 1 (now State Road A-1-A), as shown on amended plat of **JUPITER INLET ESTATES, INC.**, recorded in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida said point being the point of curvature of curve, concave to the Southeast having a radius of 922.40 feet, whose center South 26°18'43" West; thence Southeasterly along the arc of said curve through a central angle of 05°35'15", a distance of 89.95 feet to the intersection of said right of way line with the Westerly right of way line of the Old Jupiter and Lake Worth Railway; thence South 21°58'50" East, along said right of way line a distance of 228.98 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence run North 83°04'14" East; a distance of 41.42 feet to the intersection of the Easterly right of way line of the Old Jupiter and Lake Worth Railway, as shown on the above said Plat; thence South 21°58'50" East, along said Easterly right of way line, a distance of 8.30 feet; thence leaving said right of way line, bear South 89°53'10" West, a distance of 67.51 feet; thence North 83°04'14" East, a distance of 23.46 feet to the **POINT OF BEGINNING**.*

Less from all the aforescribed lands the following:

*From a point at Station 1180 X 23.1 on the Southerly right of way line of U.S. Highway No.1, as shown on Amended Plat of **JUPITER INLET ESTATES, INC.** recorded in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida. Said point being the point of curvature of a curve, concave to the Southeast, having a radius of 922.40 feet; run Southeasterly, along the arc of said curve, through a central angle of 05°35'15", a distance of 89.95 feet to the intersection of said right of way line with the Westerly right of way of the Old Jupiter and Lake Worth Railway; thence South 21°58'50" East, along said right of way line, a distance of 228.98 feet; thence South 83°04'15" West a distance of 23.46 feet, thence South 89°53'10" West, a distance of 83.99 feet to the Shores of the Lake Worth Canal; thence meandering said shore, Southeasterly 14.00 feet, more*

or less, to a point on a line bearing South 83°04'14" West, from the **POINT OF BEGINNING**; thence North 83°04'18" East, a distance of 73.54 feet to the **POINT OF BEGINNING**.

Together with Ingress and Egress easements as created by the Agreed Judgment recorded in Official Records Book 4588, Page 967, subject to all the terms and conditions contained herein.

And together with a non-exclusive ingress and egress easement as created by Final Judgement recorded in Official Records Book 20741, Page 1287, subject to all the terms and conditions contained herein.

TOGETHER WITH THAT CERTAIN PARCEL OF LAND DESCRIBED BELOW AS OBTAINED IN QUIET TITLE SUIT, CASE NO. 2018CA009398:

A parcel of land lying in Government Lot 7, Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From a point at Station 1180 + 23.1, on the Southerly right-of-way line of U.S. Highway No. 1; (now State Road A-1-A), as shown on the amended plat of JUPITER INLET ESTATES, INC., as recorded in Plat Book 16, Page 25, in and for the records of Palm Beach County; Florida; said point being the point of curvature of a curve concave to the Southeast, having a radius of 922.40 feet; run Southerly, along the arc of said curve through a central angle of 05°35'15" a distance of 89.95 feet to the intersection of said right-of-way line with the Westerly right-of-way line of the Old Jupiter and Lake Worth Railway; thence South 21°57'30" East, along said right-of-way line, a distance of 228.98 feet to a point on the North line of Parcel 4, as recorded in Official Records Book 27843, Page 1847, Public Records of Palm Beach County, Florida; thence North 83°04'15" East, along said North line a distance of 20.71 feet to a point on the West line of Official Records Book 8822, Page 614, Public Records of Palm Beach County, Florida and the **POINT OF BEGINNING** of the hereinafter described parcel; thence continue North 83°04'15" East a distance of 20.66 feet to a point on the East line of said Official Records Book 8822, Page 614; thence South 21°57'30" East, along the East lines of Parcels 1 and 4, of said Official Records Book 27843, Page 1847 a distance of 75.75 feet to a point on the North line of the South 125 feet of said Section 31; thence North 90°00'00" West, along said North line, a distance of 21.56 feet to a point on said West line; thence North 21°57'30" West, along said West line, a distance of 73.06 feet to the **POINT OF BEGINNING**.

A parcel of land acquired in quit claim deed from Jupiter River Inn, recorded in Official Records Book 31817, Page 1613, described as follows:

A parcel of land in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of a 66 foot wide right-of-way of State Road A-1-A with the South line of said Section 31, said South line bearing North 89°58'26" West (Basis of Bearings); thence North 31°20'27" West, along

said Westerly right-of-way line, 19.31 feet; thence South 79°51'34" West, 144.68 feet to the intersection with the West line of the East 30 feet of Juno Street, as shown on the **PLAT OF JUPITER**, as recorded in Plat Book 1, Page 56, Palm Beach County Public Records; thence North 21°53'12" West, along said West line, 138.28 feet, to the intersection with the North line of Parcel 2 as described in Official Records Book 18844, Page 1606, Public Records of Palm Beach County, Florida; thence South 87°56'01" West, 45.54 feet to the intersection with the South line of Parcel 1 as described in Official Records Book 29597, Page 544, Public Records of Palm Beach County; thence North 89°58'48" East, 46.16 feet; thence North 21°53'12" West, 1.75 feet to the **POINT OF BEGINNING**.

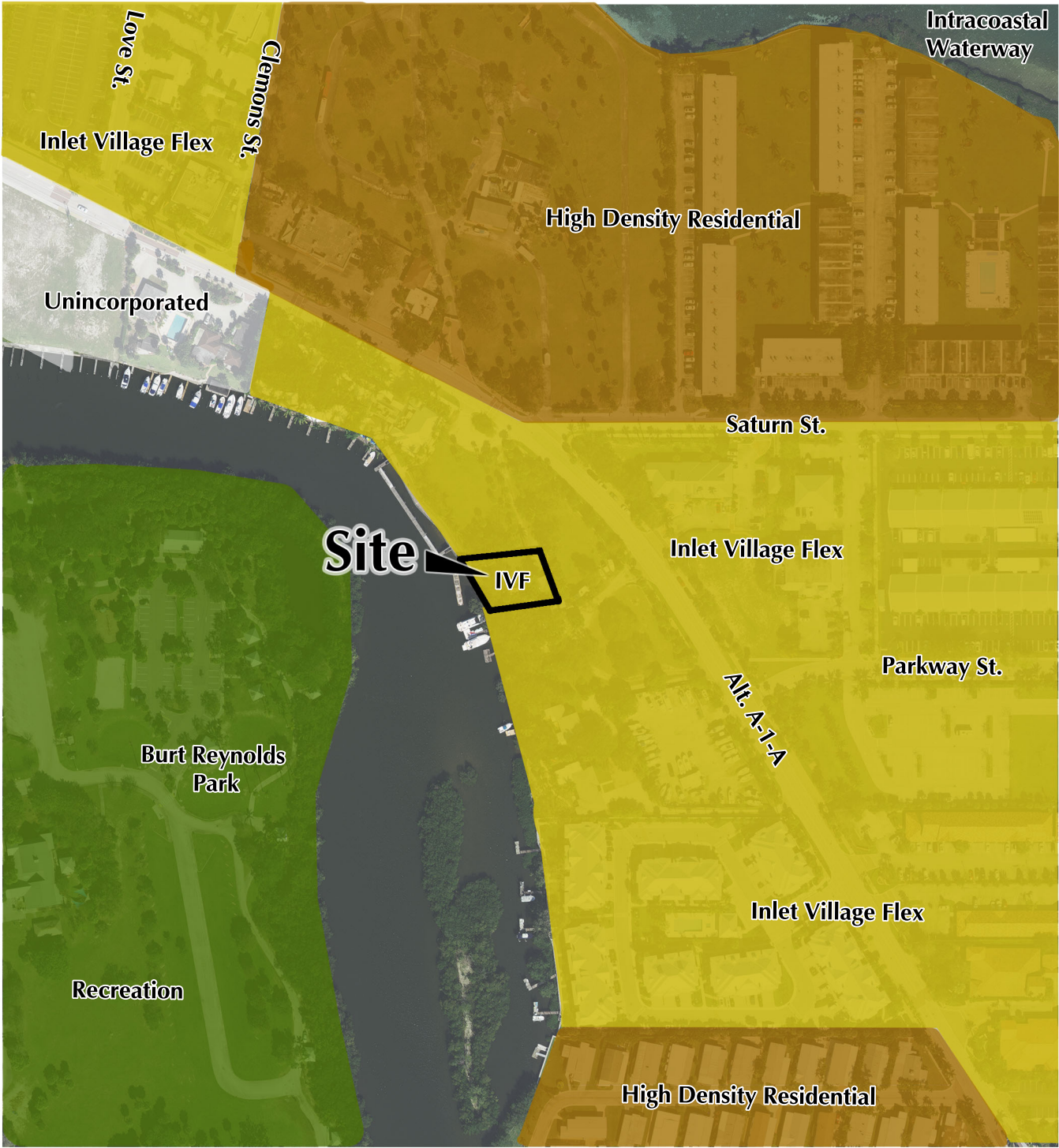
Beyel Property

Jupiter, Florida



Beyel Property

Jupiter, Florida



ORDINANCE NO. 4-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 27-473 OF THE TOWN CODE TO ASSIGN THE INLET VILLAGE DISTRICT, FLEX SOUTH SUBDISTRICT ZONING DISTRICT TO A 0.2+/- ACRE PARCEL OF LAND LOCATED AT 18019 HIGHWAY A1A; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Venus & Mars, LLC is the owner (the "Owner") of a parcel of land consisting of 0.2+/- acres of real property (the "Subject Property") the legal description of which is attached hereto and incorporated herein as **Exhibit "A"**; and,

WHEREAS, the Subject Property is coterminous with the Town's boundary; and,

WHEREAS, the Subject Property's address is 18019 Highway A1A; and,

WHEREAS, the Subject Property is located on an unimproved ingress/egress easement known as Coopers Road, approximately 100 feet west of Highway A1A as shown on the attached **Exhibit "B"**, which is incorporated herein; and,

WHEREAS, the Subject Property was annexed into the Town of Jupiter (Town) from Palm Beach County;

1 **WHEREAS**, pursuant to 163.3202, F.S., following annexation, the Town
2 Council assigned the future land use of Inlet Village Flex to the Subject Property; and

3 **WHEREAS**, the Town's Planning and Zoning Department and Planning and
4 Zoning Commission have recommended that the Subject Property be assigned the
5 zoning district of Inlet Village District, Flex South Subdistrict IVFS) to the Subject
6 Property; and

7 **WHEREAS**, the Town Council hereby assigns the zoning district of Inlet
8 Village District, Flex South Subdistrict (IVFS) to the Subject Property to implement
9 the future land use designation which it has assigned to the Subject Property; and,

10 **WHEREAS**, the Town Council hereby finds that the assignment of the IVFS
11 to the Subject Property is consistent with the Inlet Village Flex future land use
12 designation.

13 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
14 **TOWN OF JUPITER, FLORIDA:**

15 **Section 1.** The whereas clauses are incorporated herein.

16 **Section 2.** The Town Council hereby assigns the IVFS Zoning District to
17 the Subject Property as legally described in the attached **Exhibit "A"** which is
18 incorporated herein. The assignment of the IVFS Zoning District to the Subject
19 Property is as shown in **Figure "1"**, a copy of which is attached hereto and
20 incorporated herein.

21 **Section 3.** Codification. The Town's Official Zoning Map, is hereby
22 amended to reflect the assignment of zoning of the Inlet Village District, Flex South
23 Subdistrict Zoning District to the Subject Property.

24 **Section 4.** Severability. If any section, paragraph, sentence, clause,
25 phrase or word of this Ordinance is for any reason held by a court to be

1 unconstitutional, inoperative, or void, such holding shall not affect the remainder of
2 this Ordinance.

3 **Section 5.** Repeal of Laws in Conflict. All ordinances or part of
4 ordinances in conflict herewith are hereby repealed to the extent of such conflict.

5 **Section 6.** Effective date. This Ordinance shall take effect immediately
6 upon its execution.

7

8

9 **Attachments:** **Exhibit "A" - Legal Description**
10 **Exhibit "B" – Location Map**
11 **Figure "1" – New Zoning Map**

12

13

14

15 #5904134 v1 26503-00001

Exhibit "A"

LEGAL DESCRIPTION:

PARCEL I:

Parcel of land in Government Lot 7, Section 31, Township 40 South, Range 43 East, described as follows:

*Beginning on the Southerly right of way line of U.S. Federal Highway No. 1 at Station P.C. 1180 X 23.1 which is a 3" iron pipe extending 6" above the ground as shown on an amended plat of **JUPITER INLET ESTATES INC.** filed in Plat Book 16, Page 25 Public Records of Palm Beach County, Florida; thence Southeasterly along said right of way line 88 feet, more or less, to its intersection with the Westerly right of way line of the Old Jupiter & Lake Worth Railroad; thence Southeasterly along said right of way line, 310 feet to the **POINT OF BEGINNING**; thence Westerly, making an angle with the preceding course, measured from Northwest to West of 68° 08' a distance of 98 feet, more or less, to the waters of the Jupiter River or Florida East Coast Canal; thence Northerly along the waters of said Jupiter River 76 feet, more or less to a point in a line parallel to and 70 feet northerly (measured at right angles) from the line of parcel herein described; thence Easterly along said parallel line 106 feet, more or less, to a point in said Westerly right of way line at the Old Jupiter & Lake Worth Railroad; thence continue Easterly along same course to a point in the Easterly right of way line of the 40 foot right of way of Jupiter & Lake Worth Railroad; thence Southeasterly along said Easterly right of way line, 75.43 feet to a point in the easterly extension at the south line of the parcel herein described; thence Westerly along said Easterly extension to the **POINT OF BEGINNING**.*

PARCEL II:

The South 70 feet of a tract of land in Government Lots 6 & 7, Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, described as follows:

*Beginning on the Southerly right of way line of U.S. Highway No. 1 at Station P.C. 1180 X 23.1 which is a 3-inch iron pipe extending 6 inches above the ground as shown on an amended plat of Jupiter Inlet Estates, Inc. filed in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida; thence Southwesterly at right angles with said right of way of U.S. Highway No. 1 about 125 feet to the shore of Lake Worth Canal for Point A at the shore; thence back to the **POINT OF BEGINNING** to start anew, thence Southeasterly along said Southerly right of way line of U.S. Highway No. 1, 88 feet to a 3-inch iron pipe at its intersection with the Westerly right of way line of Old Jupiter and Lake Worth Railway, thence Southeasterly along said right of way line 310 feet to an iron pipe (an iron fence was built along this line of which posts are still there); thence West about 80 feet to the shore of Lake Worth Canal, thence meandering said shore Northwesterly and Westerly to the before-mentioned Point "A."*

PARCEL III:

A parcel of land in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

*Begin at the intersection of the Westerly right of way line of State Road A-1-A with the South line of said Section 31, which for purpose of this description is assumed to bear due East; thence North 31° 22' 20" West along said Westerly right of way line, a distance of 19.31 feet; thence South 79° 50' 00" West a distance of 145.37 feet; thence North 21°52'40" West a distance of 138.28 feet to the **POINT OF BEGINNING**; thence continue North 21°52'40" West a distance of 6.29 feet to the North line of the South 125.00 feet of said Section 31; thence due West, along said North line, a distance of 136.00 feet, more or less, to the waters of Jupiter River; thence Southeasterly, along said waters, to a line which bears South 87°56'33" West from the **POINT OF BEGINNING**; thence continue North 87°56'33" East a distance of 132.00 feet more or less, to the **POINT OF BEGINNING**.*

PARCEL IV:

*From a point at Station 1180 X 23.1 on the Southerly right of way line of U.S. Highway No. 1 (now State Road A-1-A), as shown on amended plat of **JUPITER INLET ESTATES, INC.**, recorded in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida said point being the point of curvature of curve, concave to the Southeast having a radius of 922.40 feet, whose center South 26°18'43" West; thence Southeasterly along the arc of said curve through a central angle of 05°35'15", a distance of 89.95 feet to the intersection of said right of way line with the Westerly right of way line of the Old Jupiter and Lake Worth Railway; thence South 21°58'50" East, along said right of way line a distance of 228.98 feet to the **POINT OF BEGINNING** of the herein described parcel of land; thence run North 83°04'14" East; a distance of 41.42 feet to the intersection of the Easterly right of way line of the Old Jupiter and Lake Worth Railway, as shown on the above said Plat; thence South 21°58'50" East, along said Easterly right of way line, a distance of 8.30 feet; thence leaving said right of way line, bear South 89°53'10" West, a distance of 67.51 feet; thence North 83°04'14" East, a distance of 23.46 feet to the **POINT OF BEGINNING**.*

Less from all the aforescribed lands the following:

*From a point at Station 1180 X 23.1 on the Southerly right of way line of U.S. Highway No.1, as shown on Amended Plat of **JUPITER INLET ESTATES, INC.** recorded in Plat Book 16, Page 25, Public Records of Palm Beach County, Florida. Said point being the point of curvature of a curve, concave to the Southeast, having a radius of 922.40 feet; run Southeasterly, along the arc of said curve, through a central angle of 05°35'15", a distance of 89.95 feet to the intersection of said right of way line with the Westerly right of way of the Old Jupiter and Lake Worth Railway; thence South 21°58'50" East, along said right of way line, a distance of 228.98 feet; thence South 83°04'15" West a distance of 23.46 feet, thence South 89°53'10" West, a distance of 83.99 feet to the Shores of the Lake Worth Canal; thence meandering said shore, Southeasterly 14.00 feet, more*

or less, to a point on a line bearing South 83°04'14" West, from the **POINT OF BEGINNING**; thence North 83°04'18" East, a distance of 73.54 feet to the **POINT OF BEGINNING**.

Together with Ingress and Egress easements as created by the Agreed Judgment recorded in Official Records Book 4588, Page 967, subject to all the terms and conditions contained herein.

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A parcel of land acquired in quit claim deed from Jupiter River Inn, recorded in Official Records Book 31817, Page 1613, described as follows:

A parcel of land in Section 31, Township 40 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of a 66 foot wide right-of-way of State Road A-1-A with the South line of said Section 31, said South line bearing North 89°58'26" West (Basis of Bearings); thence North 31°20'27" West, along

said Westerly right-of-way line, 19.31 feet; thence South 79°51'34" West, 144.68 feet to the intersection with the West line of the East 30 feet of Juno Street, as shown on the **PLAT OF JUPITER**, as recorded in Plat Book 1, Page 56, Palm Beach County Public Records; thence North 21°53'12" West, along said West line, 138.28 feet, to the intersection with the North line of Parcel 2 as described in Official Records Book 18844, Page 1606, Public Records of Palm Beach County, Florida; thence South 87°56'01" West, 45.54 feet to the intersection with the South line of Parcel 1 as described in Official Records Book 29597, Page 544, Public Records of Palm Beach County; thence North 89°58'48" East, 46.16 feet; thence North 21°53'12" West, 1.75 feet to the **POINT OF BEGINNING**.

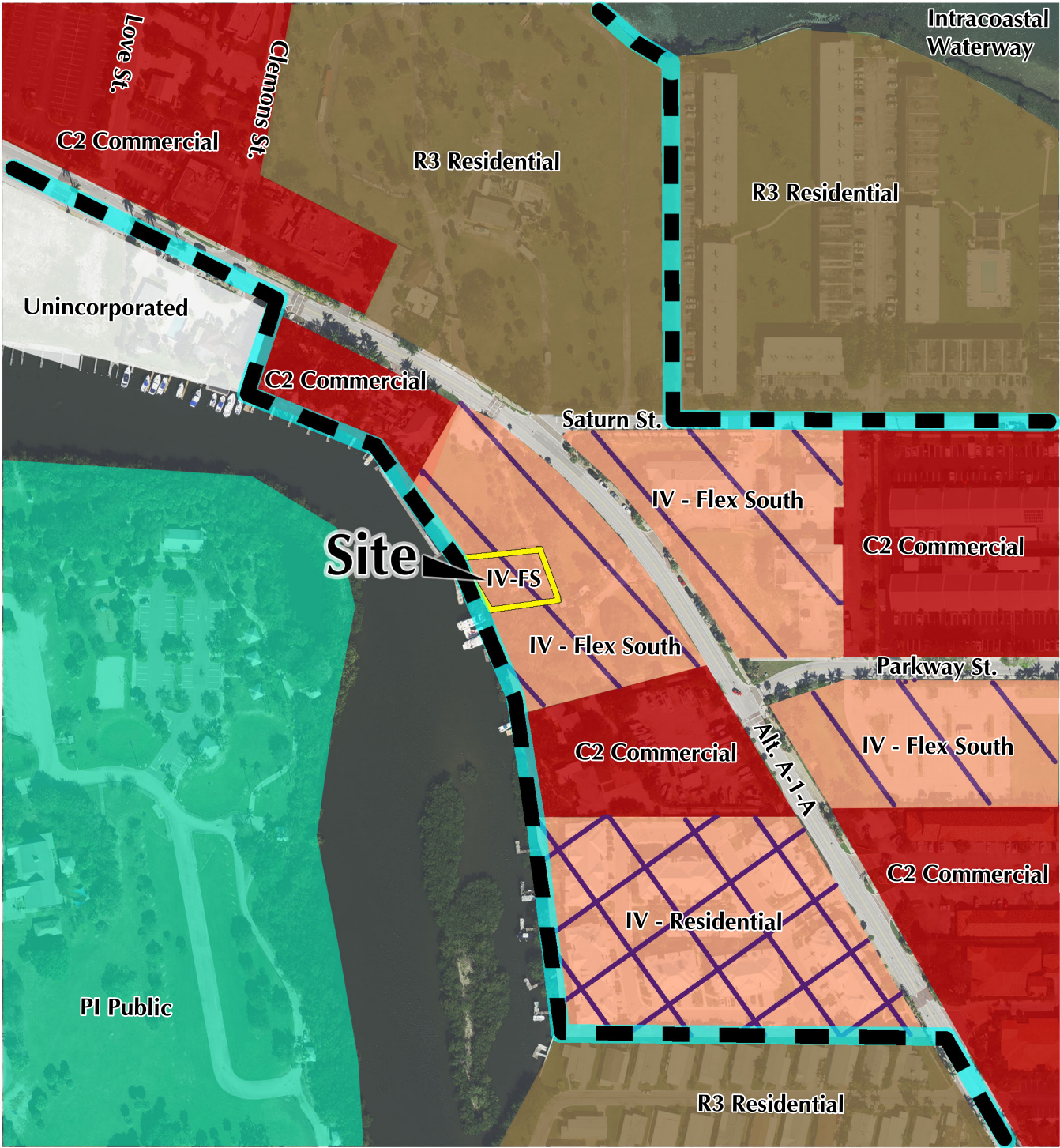
Beyel Property

Jupiter, Florida



Beyel Property

Jupiter, Florida



**Town of Jupiter Staff Report for Beyel Annexation,
Future Land Use Map, and Zoning Map Amendments
TOWN MANAGER'S OFFICE**



DATE: March 4, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Beyel Annexation, Future Land Use and Rezoning** – Applications for a 0.2+/- acre property located at 18019 Highway A1A, to request a:

- A. Voluntary Annexation;
- B. Future Land Use Map (FLUM) amendment from Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 dwelling units per acre (CH/5) to Town of Jupiter (TOJ) Inlet Village Flex; and
- C. Zoning Map amendment from PBC Commercial Neighborhood (CN) to the TOJ Inlet Village District, Flex South Subdistrict (IVFS).

Ordinances #2-25, 3-25 and
4-25
PZ 24-6133, 6134, 6138
M. Schneider

P&Z Commission: 1/14/25
Town Council: 2/18/25 1st Reading
Town Council: 3/04/25 2nd Reading

Project Information

Owner: Venus & Mars, LLC (Danny Beyel, Jr. 50%; Tammy Beyel 50%)
Applicant: Troy Holloway/Alec Dickinson, 2GHO, Inc.
Location: 18019 Highway A1A (approximately 100 feet west of Highway A1A), accessed through an unimproved ingress/egress easement) across from the western terminus of Saturn Street (see Attachment A - Location Map)
Acreage: 0.2±
PCN Number: 00434031070000030
Existing FLUM designation: Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 dwelling units per acre (CH/5)
Proposed FLUM designation: Town of Jupiter (TOJ) Inlet Village Flex
Existing use of property: Vacant with two existing, nonconforming accessory buildings (garage/storage building and chickee hut)
Existing Zoning: PBC Commercial Neighborhood (CN)
Proposed Zoning: TOJ Inlet Village District, Flex South Subdistrict (IVFS)

Beyel Annexation, Future Land Use Map amendment, and Rezoning
Page 2

Request: Voluntary annexation with concurrent Future Land Use Map (FLUM) and Zoning map amendments.

Town Council Action

At their February 18th meeting, Town Council, voted:

- to approve (by a 3-0 vote) the voluntary annexation;
- to approve (by a 3-0 vote) the Future Land Use Map (FLUM) amendment, without a traffic trip cap; and
- to approve (by a 3-0 vote) the Zoning Map amendment, for the subject property upon first reading.

Planning and Zoning Commission/Local Planning Agency Action

At their January 14th meeting:

- The Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the Voluntary Annexation;
- The Local Planning Agency voted unanimously (7-0) to recommend approval of the Future Land Use Map amendment, which included the recommended trip cap;
- The Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the Rezoning.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed Annexation, and changes to the FLUM and Zoning Map for 0.2+/- acres (located as shown on Location Map, Attachment A) are **consistent** with the goals, objectives, and policies of the Town of Jupiter's Comprehensive Plan, if a trip cap is included with the FLUM ordinance to ensure Transportation Element Policy 3.2.10 is met.

Background

Table 1. Surrounding land uses and designations – 18019 Highway A1A

<i>Location Map – Attachment A</i>		
<i>Location</i>	<i>Existing Land Uses</i>	<i>Future Land Use Designations/ Zoning Districts</i>
North	Public marina and park (Inlet Village Marina)	Inlet Village Flex (IVF) / Inlet Village Flex South (IVFS)
South	Residential (single-family home)	Inlet Village Flex (IVF) / Inlet Village Flex South (IVFS)
East	Vacant	Inlet Village Flex (IVF) / Inlet Village Flex South (IVFS)
West	Jupiter Oxbow; Burt Reynolds Park	Water; Recreation / Public/Institutional (PI)

For a comprehensive view of the above designations that surround the subject properties refer to the Existing Future Land Use Map (Attachment B), Existing Zoning Map (Attachment C), The Proposed Future Land Use and Zoning designations are shown on the proposed Future Land Use Map (Attachment D) and proposed Zoning Map (Attachment E), respectively.

Photo 1.



Existing Conditions: The applicant has submitted a voluntary annexation application concurrent with the FLUM and zoning map amendment applications for the subject property. Currently, 0.2+/- acres of the subject property is vacant with two accessory structures, a garage/storage building and a chickee hut. The existing structures are nonconforming, since an accessory structure by definition must be incidental and subordinate to the main structure, and, based on aerial imagery, the primary residential structure was removed between 2018 and 2020. The property is accessed from A1A via an ingress-egress easement through the Town's Inlet Village Marina property access drive running south to the subject property. The annexation of this property is consistent with Town's Annexation Study which states the area is within the future annexation area of the Town.

Cultural Resources: The property is listed as a "Known Site" on the Map of Archeological Sites and Zones. The Celestial Railroad right-of-way is known to run through the property and the "Scheurich Midden" is located east and south of the subject parcel (on the adjacent parcel also owned by the Beyel's and on the Addario and Kempe properties to the south), and may or may not extend into the subject property. The Scheurich Midden is one of the oldest known archaeological sites in Jupiter that dates to the Late Archaic Period from 2000 to 1200 B.C. An application for a Certificate to Dig has been submitted concurrent with the subject application. The Certificate to Dig application cannot be processed until after the property is annexed into the Town, but Certificate to Dig approval is required prior to any development applications or subsurface disturbances.

Community Redevelopment Agency (CRA) district: Since the property is unincorporated, it is not included within the boundaries of the Town's CRA district. The CRA district surrounds the property in every direction. The only nearby properties not in the CRA district are the unincorporated properties approximately 420 feet northwest of the property. Adding the subject property into the CRA would involve a modification to the CRA boundaries, per 163.361 Florida Statutes, including a finding of necessity, public notification requirements, and reporting the proposed modification to all taxing authorities, including the County. If amended into the CRA, any tax increment gained from the 0.23 acre subject property over time would go to the CRA until the expiration of the CRA in 2034, unless extended. At this time, the subject property is not proposed to be incorporated into the CRA, if it is annexed into the Town.

Reason for the Request: The Applicant has requested the annexation, land use change and rezoning (see Justification Statement - Attachment F) concurrent with a request for a Certificate to Dig. The applicant also intends to submit an application for a Small-Scale Planned Unit Development (PUD) and Site Plan for a residential development in the future. (Attachment F, page 1). While no PUD or site plan details have been provided with the application, in past pre-application meetings the owner had proposed a large single-family residential dwelling unit with a smaller dwelling unit attached. Based on the Inlet Village Flex land use and Inlet Village Flex South zoning district, single-family residential is not a permitted use and mixed use or multi-family use (e.g., a duplex, townhouse, garden apartment) would be required.

Analysis.

1. Voluntary Annexation Request

Traffic impacts: There are no traffic impacts associated with annexing property into the Town. The Future Land Use Map (FLUM) amendment traffic analysis will address any impacts associated with the land use changes on the subject property (see page 8, below).

Environmental impacts: The Town's Natural Resources Supervisor has no concerns regarding the proposed annexation and stated that when a PUD/Site Plan application for the subject property is submitted, the property will be required to meet the Town's land development regulations. Given that the 0.2± acre lot is undeveloped (except for existing accessory structures and the remains of a floating dock) and contains native trees, the property will be subject to the Supplemental Tree Protection requirements outlined in [Section 26-121](#) of the Town's Code of Ordinances. The existing accessory structures and the remains of the floating dock will need to be addressed at the time of site plan submittal and prior to issuance of any development permits, or sooner if they present a code violation. According to the Agent, the Owner intends to remove the floating dock in order to construct a new dock as part of their site plan application. The Applicant has stated that the necessary approvals for the new dock have been secured from Florida Department of Environmental Protection (FDEP); however, no Town approvals for the dock can be issued until a site plan is approved, and no dock can be constructed until a primary use is constructed on the property.

Prior to the application for annexation being submitted to the Town on August 8, 2024, the Palm Beach County (PBC) Department of Environmental Resources Management (ERM) received a complaint on July 8, 2024, that a significantly large oak tree, approximately 3 to 4 foot diameter at breast height (dbh), had been removed from the subject property (see tree circled in red in Photo 2 below). ERM conducted an inspection on August 12th confirming a large native live oak tree had been removed without receiving approval from ERM. The County issued a Notice of Violation to the property owner for the tree removal on December 13, 2024 (Attachment G). ERM staff notified Town staff on December 19th that the owner had contributed \$2,880 to the

Palm Beach County Natural Areas fund in order to satisfy the Notice of Violation (Attachment H – Letter of Compliance).

Photo 2.



In the Justification Statement, the applicant acknowledged the violation and stated that the tree was removed “due to its poor health and potential safety hazard” (see Attachment F, p.2). Whether the tree was unhealthy or presented a hazard cannot be known, because the tree was removed without approval. Therefore, neither the PBC ERM nor Town Natural Resources staff was able to evaluate the health of the tree, or whether it presented a hazard, prior to its removal. When a PUD/Site Plan application is submitted, consideration of how the applicant can make more appropriate restitution for the loss of the mature live oak tree on the property, and to ensure that the native tree canopy that has existed on the property is reestablished.

Infrastructure Impact Analysis: All public facilities are available to the property without adversely impacting the Town's established levels of service (LOS) standards as required by the Comprehensive Plan; specifically, Policy 1.4.4 of the Infrastructure Element. The results of this analysis are contained in Infrastructure Impact Analysis section of the Annexation Criteria (Attachment I). It is important to note, the owner will be required to meet any and all connection requirements and associated costs for water and sewer service. In addition, this property is subject to payment of Stormwater Availability Fees, for connection to the Inlet Village regional stormwater system, and requires a water service agreement and payment of associated fees

during the development site plan application process. The property is required to be annexed into the Town in order to receive water service.

The following section lists the applicable State, County and Town regulations and analyzes the consistency of the applicant's annexation request with these regulations.

State Statutes Consistency: Section 171.044(1), Florida Statutes (F.S.), states that:

"The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed into the municipality."

In addition, Section 171.044, F.S. prohibits the annexation of a parcel which would create an enclave. No enclave would be created due to the annexation of the subject property due to the fact that the subject property is contiguous to the municipal Town boundary, is a reasonably compact area that is already developed for urban purposes, and is located within the annexation area outlined by the Future Annexation Study. In fact, the proposed annexation would eliminate an existing enclave.

Comprehensive Plan Consistency: The proposed annexation is in conformance with the Future Land Use Element of the Town's Comprehensive Plan. The Town's Future Annexation Study criteria and priorities contained in Objective 1.6 of the Future Land Use Element are discussed in Attachment J.

Intergovernmental Coordination: The Town notified the Palm Beach County Planning Division of the application for annexation. On November 26, 2024, the Town received a response from the County stating that staff had not identified any inconsistencies with Chapter 171 Florida Statutes (Attachment K). The County Archeologist did note that the property has a high probability of containing archeological and historic resources. The Town was aware of the potential archeological significance of the subject property and the applicant has applied for a Certificate to Dig in conjunction with this application. The Certificate to Dig is contingent on the property being annexed into the Town, and cannot be processed until after the property is annexed into the Town. Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. As of the date of this report, staff has not received any comments from any adjacent local governments.

2. Future Land Use Map Amendments

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of future land use amendments. The proposed amendments are evaluated within the context of each of the four criteria below.

- 1) *The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.*

Staff Comment: The proposed future land use amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan, as shown in Attachment J, if a trip cap is included with the FLUM ordinance to ensure Transportation Element Policy 3.2.10 is met. Transportation Policy 3.2.10 requires that LOS capacity limitations through buildout shall be considered when reviewing land use applications. The trip cap is not an entitlement, but limits the maximum that could be developed on the site since the proposed Inlet Village Flex land use could allow almost twice as much intensity compared to the current County designation. Since the applicant has voluntarily limited the FAR on the property to not exceed the maximum rate allowed on the property under the County's current land use

designation, no additional traffic impacts would result from the proposed land use amendment. The Town Council may determine a lower trip cap is appropriate based on the analysis in the Traffic Impacts and Inlet Village Traffic Management sections below. Based on the action by the Town Council on first reading, the proposed trip cap has been removed from Ordinance 3-25.

- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed Future Land Use designation for the subject property is consistent with the existing adjacent uses on the surrounding properties to the north, south, and east, all of which are already designated Inlet Village Flex. The property to the west, Burt Reynolds Park, is across the Jupiter Oxbow and has a Future Land Use designation of Recreation, which is also compatible with Inlet Village Flex. As a result, the proposed future land use amendment to Inlet Village Flex on the subject property is in harmony with the surrounding properties.

- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed Future Land Use designation for the subject property will be consistent with the surrounding properties, which are also Inlet Village Flex (IVF). Currently, the subject property is currently an unincorporated enclave. Therefore, the annexation and Future Land Use amendment to IVF will eliminate an existing enclave with an isolated land use and zoning district and provide consistent land use and zoning. The subject property is surrounded by IVF land use to the north, east, and south, with the Oxbow Waterway to the west. Staff considered whether the less intensive Inlet Village Residential (IVR) land use designation would be appropriate, since the applicant has stated their intent for residential use on the property. However, if this property were changed to IVR it would create an isolated district, but not necessarily incompatible since the surrounding district allows for residential. Adding to the complication of assigning the IVR instead of Inlet Village Flex is that the Owner intends on combining their two parcels into one property. This would result in IVR assigned to part and IVF assigned to the other part. The Applicant's voluntary trip cap that prevents the intensity of the property from exceeding the intensity under its current County land use designation is a step to place some limitation on the intensity.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The proposed land use change is necessary because the applicant is seeking to voluntarily annex into the Town. Chapter 163 of the Florida Statutes requires annexed land to be assigned a municipal Future Land Use Designation and Zoning district. The annexation is necessary in order for the property to receive Town water service and other services in order to develop, and will eliminate an isolated unincorporated county pocket.

Population impacts. The proposed land use change will have minimal residential density impacts to the Town. The subject property is only 0.23 acres in size and will not support many residential units under either the Town or County land use designations. The County designation allows up to five units per acre, while the Town Inlet Village Flex land use has a base density of six units per acre, which can be adjusted higher or lower depending on the amount of commercial use and the amount of bonus density, if any, granted by the Town

Council through the Planned Unit Development (PUD) process. Regardless, the subject property cannot realistically support more than a few residential units.

Traffic impacts. In the Justification Statement (Attachment J, p. 8), the Applicant agreed to voluntarily cap the maximum allowable FAR on the subject property based on the current FAR allowed under the County FLUM designation, which will result in no net gain in the potential number of trips from the Future Land Use Map amendment. A trip cap is not an entitlement, but limits the maximum intensity that could be developed on the site since the proposed Inlet Village Flex land use could allow almost twice as much intensity compared to the current County designation. Based on the action by the Town Council on first reading, the proposed trip cap has been removed from Ordinance 3-25. Town Council determined that due to the small size of the parcel, the trip cap was too high to provide a realistic limitation for trips on the site. When the PUD and Site Plan applications are submitted, a site-specific traffic analysis based on the actual proposed use of the site will be required.

The traffic impacts for the proposed future land use designation change were evaluated by comparing the current PBC Future Land Use designation with the proposed Town Future Land Use designation for the subject property. The existing Palm Beach County (PBC) Commercial High with underlying Medium Residential, 5 units per acre (CH/5) land use designation allows a maximum commercial floor area ratio (FAR) of 0.85 and maximum of residential density of five units per acre. This would allow up to 8,503 square feet of commercial use, and one residential unit.¹ The proposed Inlet Village Flex land use designation provides for a sliding scale for Residential and Commercial Intensity (see Future Land Use Element policy 1.3.12, Attachment J). Based on the Traffic Impact Statement provided by the applicant (see Attachment L), in consultation with the Town's Traffic Engineer, four units per acre and 1.25 commercial FAR were utilized as a reasonable mix of uses to estimate the proposed maximum density and intensity of the subject property. The proposed maximum commercial floor area ratio (FAR) of 1.25 would allow a maximum of 12,504 commercial square footage, and the maximum density would result in one dwelling unit. It should be noted that the proposed land use allows up to 1.65 FAR of commercial intensity, which is almost double what the current PBC designation allows. Staff notes that this level of intensity is quite unrealistic, due to the small size of the property. Further, single family residential is not a use permitted in the proposed zoning district.

Utilizing the Trip Generation tables contained in the applicant's traffic analysis (Attachment L, p. 3), the proposed FLUM amendment on the subject property results in an increase of **80 Average Daily Traffic (ADT) trips, 4 AM peak hour trips and 10 PM peak hour trips.** **The Traffic Statement and the Justification Statement both state that the owner is proposing to voluntarily cap the maximum FAR, so that there would be no additional traffic impacts resulting from the proposed designated future land use amendment compared to what is allowed as a maximum by the PBC designations. Therefore, Ordinance 3-25, which establishes the Future Land Use designation was drafted to include a trip cap of 463 ADT when presented for first reading.** At first reading, Town Council determined the trip cap was too high to yield a meaningful cap due to the small size of the property and removed the trip cap. It was stated that a lower trip cap could be considered when a PUD was submitted for the property.

¹ It is important to note that site constraints and land development regulations can limit the ability to reach the maximum allowable intensities. In this case, the small size of the property along with regulations (e.g., setbacks, lot coverage, height restrictions, parking requirements, etc.) would make it unlikely to reach the maximum commercial square footages utilized in the traffic impact statement. However, the land development regulations do provide for height bonuses and off-site parking, as well as setback, lot coverage and parking waivers that could possibly make such intensities more feasible.

As detailed above, this trip cap is unlikely to occur to be reached on the subject property due to the small size of the property. The trip cap of 463 ADT is based on the Applicant's voluntary cap of 0.85 FAR. It was derived using 8,503 sf of commercial (0.85 FAR x 0.23 acre). Of note, the applicant has stated that the owner's intention is to combine the 0.23 acre subject property with the 0.29 acre adjacent property, also owned by the same property owner, to develop residential units on the resultant 0.51 acre combined lot. The existing 0.23 acre lot is too small to allow more than one residential dwelling unit. Since the proposed land use and zoning districts require multi-family, the applicant is aware that the properties need to be combined to create a developable residential use. For this reason, the Trip Generation tables compare the net change of trips for the entire 0.51 acres (Attachment L, p. 3) instead of analyzing the 0.23 acre parcel independently.

Inlet Village Traffic Management: In 2016, the Town's traffic engineer developed a traffic buildout management sketch tool for the Inlet Village, which is intended to ensure A1A can be maintained as a functional two-lane road and meet the Town's adopted Level of Service. The sketch tool was developed to help forecast how future development may impact traffic capacity in the area and provide guidance to the Town Council in reviewing land use amendments and development applications in the Inlet Village. Based on the daily traffic projection provided by the Traffic Impact Statement provided, the average daily trips for the subject 0.23 acre property equates to 2,043 trips per acre, as compared to the 154 daily trips per acre estimated as the necessary limit to maintain the Level of Service traffic volumes estimated by the sketch tool for all future parcels to be developed at buildout. This is a planning tool that can be utilized to assist in make decisions that can impact future land uses. This planning tool is not regulatory and is informational only.

The sketch tool uses 154 net external Average Daily Trips (ADT) per acre to estimate the amount of unassigned trips available for future development while retaining enough capacity to maintain A1A's level of service.

- For the 0.23 subject parcel, this would equate to 35 ADT. For informational purposes, the overall 0.51 acres owned by the Beyel's would equate to 78 ADT.
- Utilizing ITE's rate of 6.84 ADT per dwelling for Multi-family low-rise housing, this ADT would equate to five units on the 0.23 acre subject parcel, or 11 units on the 0.51 acre overall combined property.
- So far as mixed use scenarios:
 - If three residential units (21 ADT) were placed on the 0.51 acre overall combined property, 1047 square feet of commercial retail (57 ADT) could be supported (utilizing ITE's ADT for Strip Retail Plaza of 54.45/KSF).
 - If two residential units (14 ADT) were placed on the 0.51 acre overall combined property, 1175 square feet of commercial retail (64 ADT) could be supported (utilizing ITE's ADT for Strip Retail Plaza of 54.45/KSF).

This information is intended to provide guidance, and it needs to be recognized that the 0.29 acre parcel is already assigned the Inlet Village Flex land use without a trip cap. The analysis is intended to illustrate potential development scenarios of the two parcels, if combined, that are within the limits estimated by the sketch tool. Further analysis will be conducted once a specific site plan application is submitted. In addition, the tool has not been updated to reflect development or changes in traffic patterns or volume in the Inlet Village since it was developed in 2016, which could alter estimates.

Environmental impacts. Given that the 0.23± acre lot is undeveloped and contains native trees, the property will be subject to the Supplemental Tree Protection requirements outlined in [Section 26-121](#) of the Town's Code of Ordinances. Since the property is located on the

waterfront along the Jupiter Oxbow, it will also be required to provide a marine stewardship plan at the time of development. According to the Conservation Element (Policy 1.1.3) of the Comprehensive Plan, a marine stewardship plan is required to be incorporated into a development order when development is proposed along the waterfront to provide for environmental restoration or enhancement to propagate a living shoreline and provide for long term maintenance.

3. Zoning Map Amendments

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in Section 27-178 are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the applicant's requested zoning district is included below:

- 1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*

Staff Comment: See "Future Land Use Map Amendment" section above for discussion on consistency with the Comprehensive Plan. The proposed zoning district of Inlet Village Flex South is consistent with the Future Land Use designation of Inlet Village Flex.

- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed zoning map amendment is consistent with the surrounding properties, which share the same Future Land Use designation and Zoning district, and will continue the established land use pattern in the area. Staff considered whether the less intensive Residential subdistrict of the Inlet Village zoning district would be appropriate, since the applicant has stated their intent for residential use on the property. However, if this property were changed to Inlet Village Residential subdistrict it would create an isolated district, but not necessarily incompatible since the surrounding district allows for residential. Adding to the complication of assigning the IVR instead of Inlet Village Flex is that the Owner intends on combining their two parcels into one property. This would result in the Residential subdistrict assigned to part and Inlet Village Flex South subdistrict assigned to the other part.

- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed zoning map amendment will not create isolated zoning designations that are unrelated to the adjacent designations. The annexation, Future Land Use amendment, and Rezoning will eliminate an existing enclave with an isolated land use and zoning district and provide consistent land use and zoning related to the adjacent and nearby designations and districts.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The Zoning map amendment is necessary to assign zoning designations that are consistent with the corresponding proposed and existing future land use designations.

The data and analysis supporting the FLUM amendment will be included in the transmittal package sent to the Florida Department of Commerce after the adoption of the amendments in accordance with F.S. 163.3187.

Findings.

1. The subject property is an unincorporated enclave and is contiguous and surrounded by the Town of Jupiter's Municipal boundaries.
2. Annexation of the subject property will not result in the creation of an enclave. It will eliminate an existing enclave.
3. The property is within the Town's annexation area considered to be desirable for annexation, as noted in the Town's Future Annexation Study.
4. The subject property is currently undeveloped with two existing nonconforming structures, which will be addressed at time of consideration of any future development proposal.
5. Once annexed, the subject property must be assigned with appropriate Town future land use and zoning district designation.
6. The applicant has voluntarily agreed to a trip cap based on the maximum allowable FAR to not exceed the existing rate under the County land use designation, resulting in no additional impacts from the proposed land use amendment.
7. At first reading, the Town Council determined that due to the small size of the parcel the applicant's proposed trip cap would not provide a realistic limitation for trips on the site.

Conclusions.

Staff has reviewed the requested Voluntary Annexation, FLUM, and Zoning Map amendments on the subject property totaling 0.23 acres, based on existing and future potential uses, and found them to be consistent with the Comprehensive Plan and Land Development Regulations for the following reasons:

1. The annexation of this property is consistent with Town's Annexation Study and complies with Florida Statute 171.044(1) by not creating an enclave.
2. The proposed annexation, future land use and zoning map amendment applications are consistent with the Comprehensive Plan's goals, objectives and policies, provided a trip cap is included with the FLUM ordinance to ensure Transportation Element Policy 3.2.10 is met.
3. The location of the property is consistent with State and Town requirements for annexation.
4. With the applicant's voluntary trip cap on the maximum allowable FAR to not exceed the existing rate under the County land use designation, there would be no increase in the maximum development intensity resulting from the proposed land use amendment. Town Council did not include the trip cap in the FLUM ordinance at first reading.

Attachments:

Attachment A – Location Map
Attachment B – Existing FLU Map
Attachment C – Existing Zoning Map
Attachment D – Proposed FLU Map
Attachment E – Proposed Zoning Map
Attachment F – Justification Statement
Attachment G – PBC Notice of Violation

Attachment H – PBC Letter of Compliance
Attachment I – Annexation Criteria
Attachment J – Comprehensive Plan Objectives and Policies
Attachment K – PBC response letter on Beyel annexation
Attachment L – FLU Traffic Statement

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

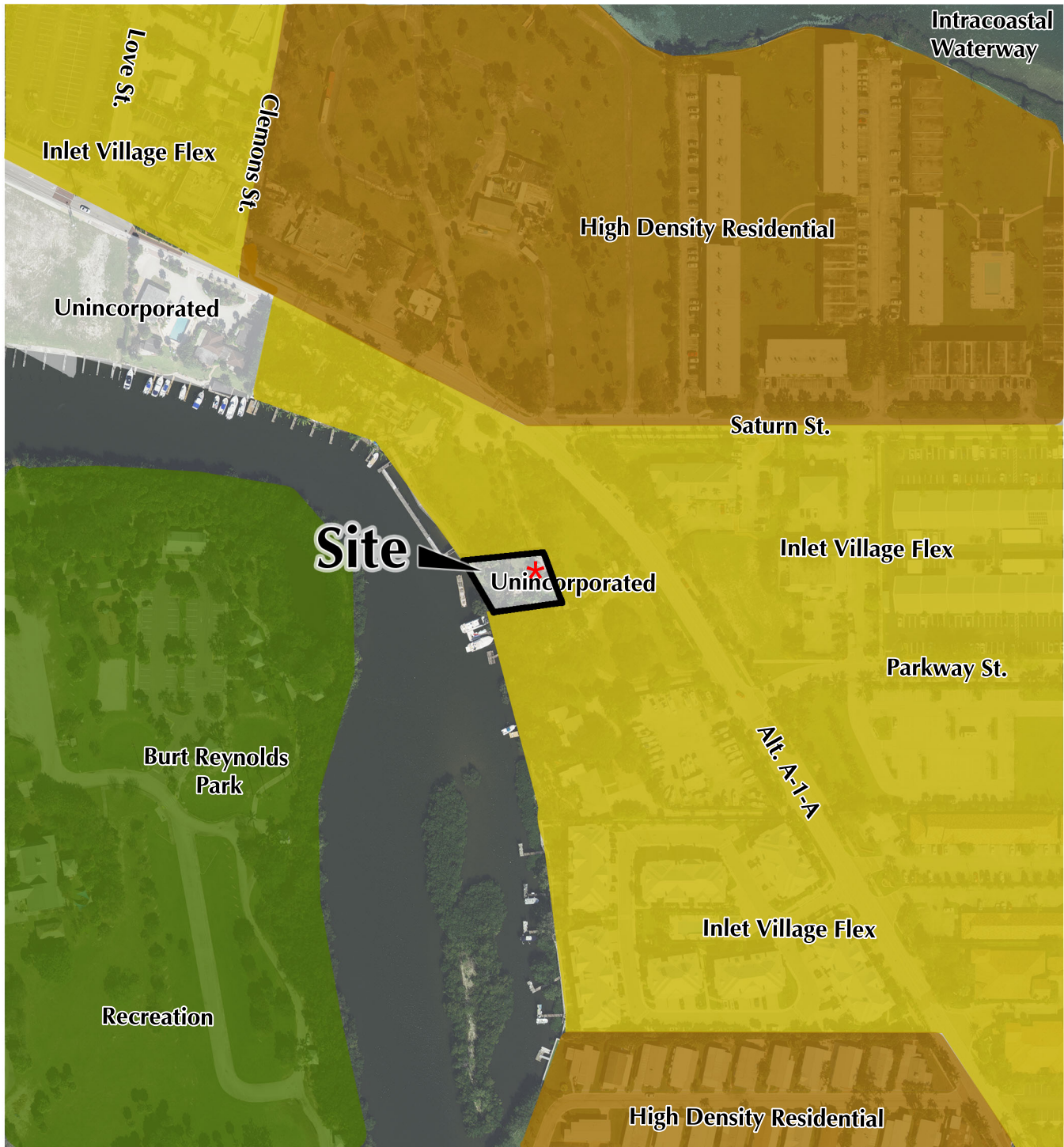
Beyel Property

Jupiter, Florida



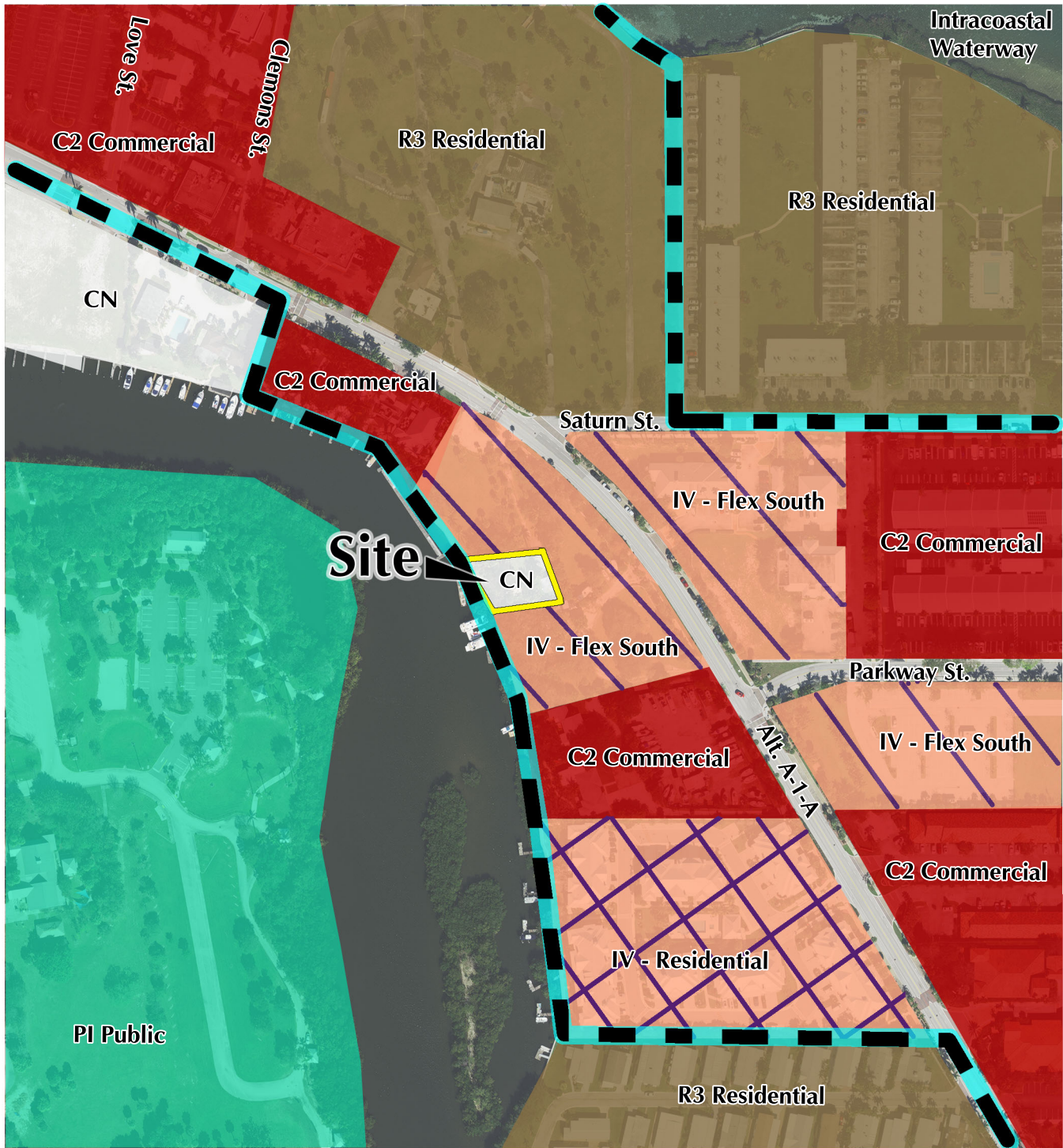
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Jupiter, Florida



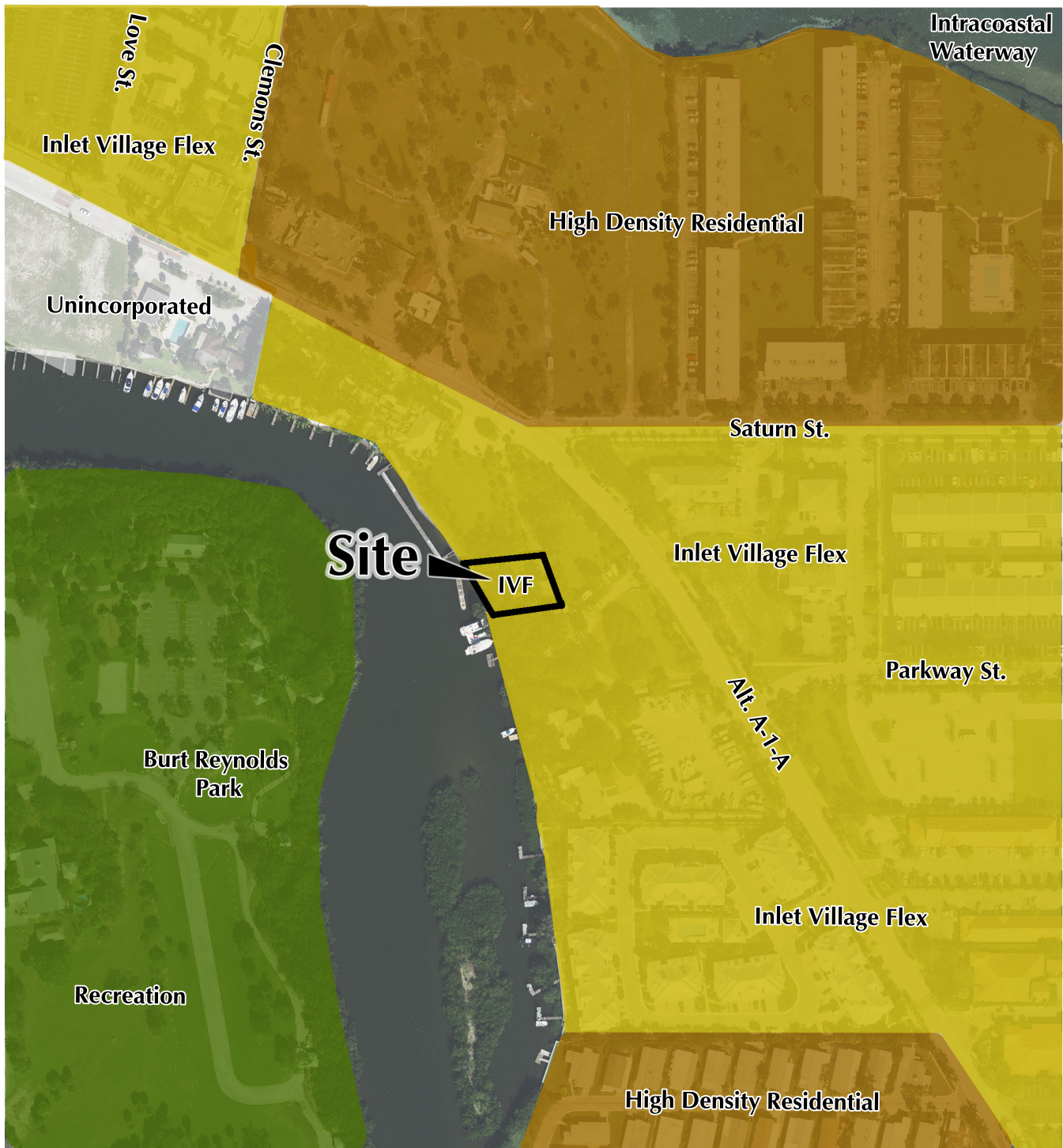
Beyel Property

Jupiter, Florida



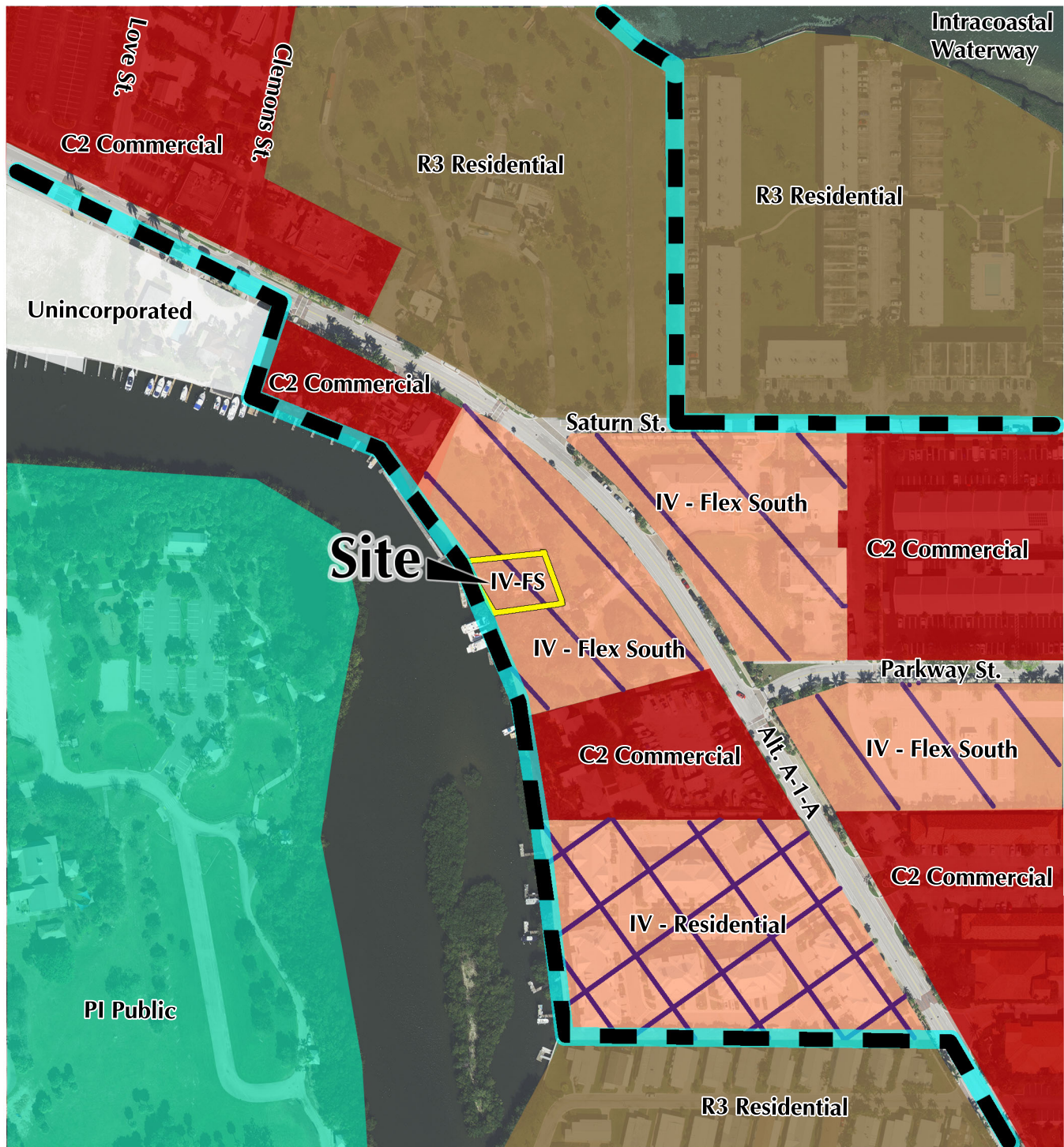
Beyel Property

Jupiter, Florida



Beyel Property

Jupiter, Florida



George G. Gentile, PLA ■ Emily M. O'Mahoney, PLA ■ M. Troy Holloway, PLA ■ Dan Siemsen, PLA ■ Dylan Roden, PLA

Venus and Mars, LLC
Voluntary Annexation - Future Land Use Map Amendment - Zoning Map
Amendment
August 12, 2024
Revised – December 20, 2024

Request:

On behalf of the Owner Venus & Mars, LLC 2GHO, Inc., acting as agent, respectfully request approval of the following requests:

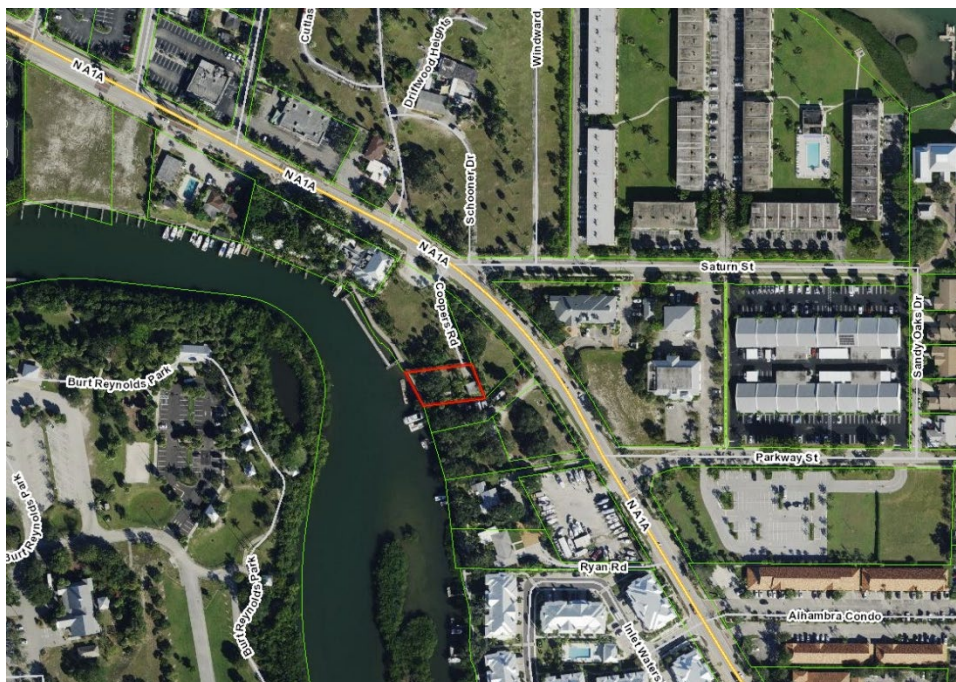
1. Voluntary Annexation of 0.22 acres of land from Palm Beach County to the Town of Jupiter
2. Small Scale Future Land Use Map Amendment from CH/5 to Inlet Village Flex;
3. Zoning Map Amendment from CN (PBC) to Inlet Village Flex South

Please note, two (2) additional applications are being filed for this project which include:

- Certificate to Dig;
- Small Scale PUD and Site Plan for a multi-family dwelling;

Project Location:

The subject petition site is located on Coopers Road, just south of the Town of Jupiter's public docks / park. While this annexation request is specifically for the 0.22-acre parcel (*outlined in red*), it should be noted that the property Owner currently owns the property (within the Town's jurisdictional control) immediately east of the subject parcel of this annexation request. It is the intent of the Owner to combine these two properties for the purposes of yielding a residential development. More detail on the development parameters for the small-scale PUD will be provided in the future site plan application.



Notice of Violation – Palm Beach County Environmental Resources Management:

On December 13, 2024, Palm Beach County's Department of Environmental Resources Management (ERM) issued a Notice of Violation to the Property Owner (VE-2024-001). The subject violation notice was for the removal of native and non-native vegetation without an ERM issued vegetation removal approval.

In July, 2024 the Owner elected to remove an oak tree from the property, due to its poor health and potential safety hazard it presented to not only their property, but the surrounding areas. While the Owner does believe they were correct in removing the tree from the property, they quickly rectified the violation by paying the stipulated fee in lieu to ERM. Currently, they are awaiting a formal acknowledgement from PBC ERM stating that the violation has been resolved. Once received, a copy of that letter will be provided by TOJ staff.

Surrounding Property Information:

The proposed annexation, and subsequent land use and rezoning will be consistent and compatible with the surrounding areas as demonstrated in the chart below.

	EXISTING FLU	EXISTING ZONING	PCN	EXISTING USE
Subject Site	CH-5/MR-5	CN	00-43-40-31-07-000-0030	Vacant
North	Inlet Village Flex	Inlet Village Flex South	30-43-40-31-43-001-0000	Vacant/Public Docks
South	Inlet Village Flex	Inlet Village Flex South	30-43-40-31-03-004-0041	SFD
East	TOJ – Inlet Village Flex	TOJ – Inlet Village Flex South	30-43-40-31-03-004-0021	SFD
West	NA	NA	NA	Jupiter Oxbow

Voluntary Annexation

Annexation, in its simplest terms, is the addition of unincorporated areas into a municipality. In a state such as Florida, rapid urban growth can force cities to find ways to expand and/or maintain their network of goods and services to the unincorporated areas that surround them. Annexation provides plenty of inherent good for both parties involved as the municipality gains new land and additional people/structures for its tax base. Further, the citizens in the newly annexed location will gain the established services that a municipality brings.

Additionally, it is necessary to assess the consistency between zoning and land uses from an unincorporated area to fully understand the implications that can affect compatibility, and overall cohesion of an area. In this case, the subject annexation site is located within the Inlet Village, one of Jupiter's highly regarded areas. While there are other unincorporated areas in proximity to the subject site, a couple of the properties have existing functioning uses (office building on one,

and motel on the other) the subject property has remained vacant for a number of years, and seeks to bring a modest infill development project into a popular area in the Town.

In order to develop a logical, orderly development, the request to annex the remaining 0.22 acres into the Town's limits is requested.

Criteria for Voluntary Annexation – Chapter 171, Florida Statutes:

With this request, the applicant will demonstrate compliance with Title XII, Chapter 171, Section 171.044, Voluntary Annexation as set forth in the Florida Statutes.

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Response: *The subject property is contiguous to Town of Jupiter jurisdictional limits. As mentioned, the Owner also owns the parcel directly east of the subject petition site.*

- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

Response: *The applicant acknowledges the above. With this submittal, the applicant has provided a survey of the subject property for the annexation request, complete with the legal description for the Town's use.*

- (3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

Response: *The applicant acknowledges the above. Once an ordinance is adopted that officially annexes the subject property into the Town, the applicant will work with the Town of Jupiter to ensure that the necessary filings happen within the above-mentioned timeframe.*

- (4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

Response: *The applicant acknowledges the above.*

- (5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

Response: *Approval of the subject annexation request will not create an enclave. The subject property is adjacent to the Town of Jupiter limits on its north, south, and east property lines with the exception of public rights of way and the Intracoastal Waterway. The Owner wishes to develop a residential structure (an allowable use in the zoning district) within the Town of Jupiter*

- (6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

Response: *The applicant acknowledges the above.*

Future Land Use Map Amendment and Zoning Map Amendment

As this project represents infill development, considerations have been explored, and implemented, such as the requests for a voluntary annexation, land use amendment, and rezoning in an effort to yield a development that is not only sensitive to the established built environment, but promotes sound planning and design principles that are consistent with the Town's adopted Comprehensive Plan, and Zoning Regulations.

As is the case with all Voluntary Annexation requests, it is necessary to evaluate the existing land use and zoning designations on a case-by-case basis to determine the best corresponding land use and zoning within the requested annexation area. In the case of this petition, it is proposed to have the following land use designations:

Existing Land Use	CH/5 with underlying MR-5
Existing Zoning	CN
Proposed Land Use	Inlet Village Flex
Proposed Zoning	Inlet Village – Flex South

In accordance with Section 27-178 of the Town's code, it will be demonstrated that the Owner's proposal is consistent with the criteria for future land use and zoning map amendments, as indicated on the following pages. Note, this proposal is part of an overall initiative to secure the necessary entitlements in order to develop a multifamily dwelling. Once a formal site plan application is filed, more details related to comprehensive plan consistency will be provided.

1) The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.

FUTURE LAND USE ELEMENT

Policy 1.3.12 Inlet Village Flex - This future land use designation is specific to the Inlet Village Sector and is intended to foster infill and allow for flexibility of uses on a site to encourage the development of residential and to allow commercial uses.

Response: *As this is a true infill development with a residential component, the Owner's proposal is directly consistent with the above policy. The proposed development, will yield a multifamily residential dwelling, that will enhance the surrounding area. Further, the subject property is within the Inlet Village sector, and does not lie within 80' of the Riverwalk Corridor component.*

Policy 1.9.12. Inlet Village Sector – The Inlet Village Sector, which this property would become apart if annexed into the Town of Jupiter, is intended to;

- Foster infill;
- Allow for a flexibility of uses on a site;
- Encourage/promote TND style development that lessen additional vehicular trips, deter urban sprawl, build upon the historic center of the community, enhance/promote the existing scale, and character of the area, and develop with a mix of residential/non-residential uses.

Response: *Given the location of the subject site, designating the land use to Inlet Village flex (apart of the Inlet Village Sector) will provide the potential for a well-designed infill project to be designed. Once approved, the Owner will submit a site plan application indicating compliance with the applicable land development regulations.*

Policy 1.13.3 At a minimum, infill, redevelopment plans and activities, and upgrading of existing properties shall:

- a) Be consistent with other policies of the Comprehensive Plan.
- b) Be coordinated with the availability of public facilities and services at the levels of service adopted in the Comprehensive Plan.
- c) Address the impact of redevelopment activities on natural systems and any historic and archaeological resources.
- d) Provide for visual continuity of the target study area through the application of sound principles of architectural design and landscaping.
- e) Be consistent with future character as outlined in neighborhood plans and master plan studies for specific areas; or the surrounding established character of a neighborhood or area, including but not limited setbacks, lot coverage, building scale, and/or massing.

- f) Ensure development addresses or reduces existing non-conformities or demonstrates that the proposal will not create adverse impacts by allowing alternative solutions.
- g) Be consistent with Section 723.0612, Florida Statutes, related to mobile home parks and include relocation strategies for those residents displaced by the implementation of the plan, which ensure that the displaced residents are provided adequate notice, equitable compensation and assistance in locating comparable alternative housing in proximity to employment and necessary public services and/or provide a minimum percentage of replacement housing on site.

Response: The proposal is to annex into the Town limits with the appropriate Town of Jupiter future land use and zoning designations. The Owner will ensure complete compliance with the subject standards as the project moves through the site plan review process. It should be noted that concurrent with this request, the Applicant has also filed a Certificate to Dig which is required based on the historical context of the area.

Objective 1.5 *The Town, through its Community Redevelopment Agency (CRA), shall provide for the redevelopment of lands within the CRA boundaries, consistent with Future Land Use Objective 1.9 (U.S. Highway One/Intracoastal Waterway [US1/ICW] Corridor) and it's implementing policies.*

Response: *As the subject property is located within the Inlet Village ROA, per the Town's zoning map, it is required to be consistent with the General Planning Principles outlined in the Town's Comprehensive Plan. More detail on these items will be provided in the site plan/PUD application stage.*

Objective 1.16 *The Town shall guide urban form and development to appropriately encourage development (infill and redevelopment) in areas with existing infrastructure and populations.*

Response: *The Owner's proposal for Annexation, FLUM amendment, and Rezoning are directly consistent with the above objective, as the future development will be consistent with the surrounding areas, and add to the overall Village character established by the Inlet Village guiding principles.*

CAPITAL IMPROVEMENTS ELEMENT

Policy 1.2.1 *The Town shall utilize the following adopted level-of-service standards in reviewing the impacts of new and redevelopment upon the provision of public facilities and services:*

Sanitary Sewer - 85 gallons per capita per day

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area.

Solid Waste - 7.13 pounds per capita per day

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area.

Drainage - Projects shall be designed and operated so that off-site discharges meet State water quality standards set forth in the Town's most recent Stormwater Master Plan Update (adopted by reference)

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area. However, the drainage for the proposed site plan will be designed to comply accordingly.

Potable Water –

Residential Accounts - 153 gallons per day

Commercial Accounts - 100 gallons per day per 1,000 square feet

Response: This site is an infill parcel already accounted for within the public facilities developed to service this area.

Transportation Facilities - The Town, in cooperation with Palm Beach County and the Florida Department of Transportation, shall maintain an adopted level of service standard of D on all County and State maintained roads. The Town shall maintain the following adopted level-of-service standards for all Town-maintained roadways:

a) Peak-hour two-way – LOS D

b) Daily - LOS C

c) Intersection – LOS D

Response: With this application, a Land Use Traffic analysis prepared by JHI, Inc. has been provided which shows compliance with the adopted levels of service. Please refer to the traffic study for more detail information on transportation facilities.

2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.

Response: The subject property is located within the Inlet Village, where the established land use pattern promotes a mix of residential and non-residential uses. The properties to the north, south, and east are all located within the Inlet Village

Redevelopment Overlay Area, and all contain a land use of Inlet Village Flex. The Owner's proposal to change the land use from its current HR-12 with underlying MR-5 to Inlet Village Flex and rezoning from CN to Inlet Village –Flex South provides for more consistency with the established as shown in the chart of Page 2 of this document. The land use map amendment will also aid in creating consistency with the existing developments, as the current PBC land use and zoning does not require much (if any) of the same requirements of the Inlet Village.

3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.

Response: The proposed land use and zoning map amendments will not create an isolated land use or zoning designation. To the contrary, the proposed requests will be consistent with the surrounding properties and land use patterns already established in this area of the Town.

4) The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.

Response: Primarily, this application is needed due to the Owner's voluntary annexation request into the Town of Jupiter, and the need to have a consistent land use and zoning for the subject property. The Inlet Village Sector is seen as an area meant to spur redevelopment initiatives that are consistent with Town's small-town charm, and the Owner has plans to propose a sensible infill residential development.

TRAFFIC

JHI, Inc. prepared a traffic study related to the requested change in land use from CH/5 to Inlet Village Flex. As future multifamily development will occur on two parcels, the methodology utilized in this report consisted of a comparative analysis to determine the potential trips between the maximum FAR of 0.85 which is allowed by the CH/5 land use in Palm Beach County, and compared it to the maximum FAR of 1.25 + 4 units/ac which is allowed by the Inlet Village Flex land use designation in the Town.

Based on this analysis, the following was determined:

Existing Land Use (PBC Parcel at 0.85, TOJ Parcel 1.25)	Average Daily Trips (ADT) 266
Proposed Land Use (FAR of 1.25 for both parcels)	Average Daily Trips (ADT) 309

Note, the property Owner has agreed to a voluntarily cap the maximum allowable FAR for the combined lots to the current existing rates set by the Town of Jupiter and the County. With both existing land use and restricted proposed land use kept at the existing FAR rates, there are no additional traffic impacts from the proposed land use amendment. For additional details, please refer to the Traffic Analysis prepared by JHI, Inc.

CONCLUSION

In closing, the Owner proposes a voluntary annexation, into the Town's jurisdictional limits for a property located on North A1A. This request is consistent with the Florida Statutes related to voluntary annexations, in addition to the Town's Comprehensive Plan. If approved, it will create more of a consistent land use pattern versus the existing condition, which could be seen as isolated. On behalf of the applicant, 2GHO, Inc., respectfully request approval of this application. Should you have any questions on this application, please do not hesitate to contact M. Troy Holloway, or Alec Dickerson at 561-575-9557.



December 13, 2024

**CERTIFIED RETURN RECEIPT
VE-2024-001**
**Department of Environmental
Resources Management**

 2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

(561) 233-2400

FAX: (561) 233-2414

www.pbc.gov/erm


**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

 Venus & Mars LLC
Mr. Daniel P. Beyel, Jr.
2442 Snug Harbor Dr.
Palm Beach Gardens, FL 33410-2062

Dear Mr. Beyel, Jr.:

**SUBJECT: NOTICE OF VIOLATION FOR VENUS AND MARS, LLC
AT 18019 HIGHWAY A1A, JUPITER
PCN: 00-43-40-31-07-000-0030**

This letter constitutes a Formal Notice of Violation that the Department of Environmental Resources Management (ERM) has determined that the subject parcel may be in violation of the following provisions of the Palm Beach County Unified Land Development Code (ULDC), Article 14.C:

Removal of native and non-native vegetation without an ERM issued Vegetation Removal Approval. This action is a violation of Article 14.C.12(A) Violations which states that " A violation shall be: The alteration or removal of up to 1,500 square feet of native vegetation without an approval from ERM, unless expressly exempt under this Chapter. Alteration or removal of each additional 1,500 square feet of native vegetation or portion thereof in violation of this chapter shall constitute a separate and additional violation."

A complaint was received by ERM on July 8, 2024 and a site inspection was conducted on August 12, 2024 confirming that a large native live oak tree had been removed from the parcel. Upon aerial review of the property, it was revealed that native vegetation had been removed from the subject parcel without the benefit of a Protection of Native Vegetation Approval (PNV). ULDC 14C.7.B provides that commercial projects and projects requiring Development Officer Review (DRO) shall apply to ERM for approval to remove native vegetation. A file review found that no application was submitted to ERM and the removal of native vegetation from the parcel was not authorized by ERM. The current zoning use is CN – Neighborhood Commercial and this classification is not a land use that is afforded an exempt status from issuance of the PNV, per ULDC 14.C.8.

An administrative resolution of this matter may be sought through an informal conference with this office that provides the replacement value of 9 trees per 1,500 square feet. A request for an informal conference must be received within **10 days of receipt** of this Notice.

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and recycled paper



Mr. Beyel, Jr.
Page 2
December 13, 2024

In order to correct this violation, the property owner will be required to restore nine trees per violation. The restoration may be accomplished through on-site planting of native trees or equivalent native vegetation approved by ERM, a contribution to the Palm Beach County Natural Areas Fund that is equivalent to nine trees per violation, or a dedication of equivalent upland quality land cleared. If the option of a monetary contribution is selected, the property owner shall provide a contribution to the Palm Beach County Natural Areas Fund in the amount of \$2,880.00. A check or money order shall be made payable to Board of County Commissioners Palm Beach County within 30 days of receipt of this Notice.

If these matters are not resolved administratively, you may be ordered to appear before the Palm Beach County Groundwater and Natural Resources Protection Board (GNRPB) to address restitution for the violation. The GNRPB may seek to establish liability, impose civil penalties and costs, require corrective action, and/or other remedies as described in Articles 10 and 14, of the Unified Land Development Code. The GNRPB may impose fines not to exceed \$1,000 per day for a first violation and fines not to exceed \$5,000 per day for a repeat violation. If the GNRPB deems that the violation was irreparable or irreversible, it may impose a fine not to exceed \$15,000 per violation. In addition, the County may seek all other remedies available by law.

Parcels which change ownership after receipt of this Notice of Violation are subject to disclosure laws notifying new owners of outstanding code enforcement issues. Results of code enforcement violations will be assumed by the owner of parcels on which violations occur.

If you have any questions, or wish to discuss the enclosed documents, please contact Timothy Haynes, Principal Planner, at (561) 681-3846.

Sincerely,

A handwritten signature in blue ink that reads "Bonnie Finneran".

Bonnie Finneran, Environmental Director
Resources Protection

BF:TH:KS

Cc: Scott A. Stone, Assistant County Attorney



**Department of Environmental
Resources Management**

2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400
FAX: (561) 233-2414
www.pbc.gov/erm



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Board of County
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Joel Flores
Marci Woodward
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Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

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Official Electronic Letterhead

December 23, 2024

Daniel P. Beyel, Jr.
Venus & Mars, LLC
2442 Snug Harbor Drive
Palm Beach Gardens, FL 33410-2062

Dear Mr. Beyel, Jr.:

**SUBJECT: LETTER OF COMPLIANCE WITH NOTICE OF
VIOLATION NO. VE-2024-001 FOR VENUS AND
MARS, LLC AT 18019 HIGHWAY A1A, JUPITER
PCN: 00-43-40-31-07-000-0030**

This letter constitutes a formal notice of compliance with Notice of Violation VE-2024-001 issued by the Palm Beach County Department of Environmental Resources Management (ERM) on December 14, 2024. On December 18, 2024, ERM staff received check No. 383 in the amount of \$2,880.00 and that serves to satisfy the violation of the Unified Land Development Code (ULDC) Article 14.C.12(A). Therefore, ERM has closed the enforcement case for the above said property and a copy of the payment receipt is enclosed for your records.

Should you have any questions regarding this matter, please contact Tim Haynes, Principal Planner at (561) 681-3846.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Finneran".

Bonnie Finneran, Environmental Director
Resources Protection

BF:TH:RG
Enclosure

Town's Annexation Criteria

Infrastructure Impact Analysis (Infrastructure Element Policy 1.4.4):

1. *Water.* The subject property is currently served by the Town's water utility. The Town's water plant has a permitted capacity of 30.0 million gallons per day (mgd). As of October 1st, 2024, the Town has water demand reservations of 18.3 mgd. With an excess capacity of approximately 11.7 mgd, there is sufficient water services capacity available to service the subject property.
2. *Sanitary Sewer.* New: The subject property is currently within the service area of the Loxahatchee River District (LRD). The LRD's wastewater treatment facility (WWTF) is rated at 11 MGD based on a three-month average daily flow. The maximum three-month average daily flow to the WWTF for the past 12-month period was 7.4 MGD. With an excess capacity of approximately 3.6 MGD, LRD's regional WWTF has sufficient capacity for the subject property. It is important to note, this parcel will require installation and/or modification of infrastructure in accordance with the Loxahatchee River District Rules. Copies of District Rule 31-10 are available for review on LRD's website at www.loxahatcheeriver.org. Consistent with District policy, the property owner will be responsible for all costs associated with connecting to the existing wastewater system of the District.
3. *Stormwater.* Any development improvements to the subject property will be required to satisfy the Town's on-site retention requirements and other related standards of the South Florida Water Management District as stated in Policy 1.3.10 of the Town's Infrastructure Element, and Policy 1.2.1 of the Town's Capital Improvements Element. This property is subject to payment of Stormwater Availability Fees, for connection to the Inlet Village regional stormwater system and requires a water service agreement and payment of associated fees during the development site plan approval process.
4. *Solid waste.* Collection is provided by Waste Management, Inc. which currently has a franchise agreement with the Town for waste disposal services. According to the Solid Waste Authority's [2024 Landfill Depletion Model: Forecast of Waste Generation and Landfill Depletion: 2024 – 2079](#): Through September 30, 2023, a total of 25,502,800 cubic yard of landfill capacity have been depleted. Utilizing the total estimated landfill volume and the volume depleted to date, the model estimates a total of 25,464,905 cubic yards of capacity remain, which is expected to provide disposal capacity until 2053.
5. *Police.* Police service will be provided by the Jupiter Police Department. Assigning the subject property with the Inlet Village Flex land use designation should not significantly change the impact to police services.
6. *Fire Rescue.* Palm Beach County Fire-Rescue is currently responsible for fire-rescue service to the subject property. The property will be served by Fire Station No. 18, which is located on US Highway 1.
7. *General Government.* No significant increase in demand for general government services is anticipated.
8. *Intergovernmental Coordination.* The Town has notified the Palm Beach County Planning Division of the application for annexation. The County's annexation review team provided a letter, which states they have not identified any inconsistencies with Chapter 171, Florida Statutes that warrant an objection to the proposed annexation.

Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. As of the date of this report, staff has not received any comments from any adjacent local governments.

9. *Recreation.* The proposed FLUM amendment on the subject property to assign the Inlet Village Flex land use designation will not have a significant increase in demand for recreation facilities in the Town.
10. *School Capacity Impacts.* The proposed Inlet Village Flex land use designation is not likely to have any significant additional impact on school facilities. The Palm Beach County (PBC) School District has been provided a copy of the Statement of Use for the Annexation, FLUM and Zoning Map amendment applications. The PBC School District reviews all new applications for residential projects to ensure that adequate school facilities are available for additional residents. Pursuant to the District's Interlocal agreement with the Town, the District can recommend funds to support schools for projects with a land use and zoning change to allow residential. A School Capacity Availability Determination (SCAD) was received from the School District on January 6, 2025, which stated that based on the findings and evaluation of the proposal, there will be no negative impact on the School District and therefore, they have no comment on the application. Any further requests from the School District will be addressed when a site plan application for the subject property is submitted in the future.

Comprehensive Plan Consistency:

Future Land Use Element Objective 1.6 states that annexations will be based on the criteria and priorities set forth in the "Future Annexation Study," as amended, which includes the following:

- | | |
|--|---|
| <i>A. Existing Town Policy:</i> | The subject property is located in an unincorporated enclave as identified in the Future Annexation Study. According to the study, unincorporated properties within enclaves should be annexed into the Town. |
| <i>B. Legal Considerations:</i> | The subject property is consistent with the requirements of Chapter 171, F.S. The property is part of an existing enclave that is totally surrounded by the Town. Therefore, the property is contiguous, reasonably compact, and will result in the elimination of an existing enclave. |
| <i>C. Fiscal Considerations:</i> | Once the property is annexed into the Town, taxes paid will contribute to provide roads, police, fire services, etc, as applicable. |
| <i>D. Impact</i> | The subject property is serviced by a major collector road and is within the Town's water service and the LRD sewer system. Any water or sewer connection fees required will be the responsibility of the owner. |
| <i>E. Community Values:</i> | If annexed, the Town will have the opportunity to improve the quality of development on the subject property. |
| <i>F. Land Use Considerations:</i> | The Future Annexation Study states that the land use designation of any recently annexed property should be evaluated in light of the capacity of both existing and programmed infrastructure. |
| <i>G. Management/Planning:</i> | |
| 1. <i>Annexation of enclaves:</i> The subject property is part of an existing enclave. | |
| 2. <i>Areas which are currently or are projected to be moderate to high growth potential areas:</i> The subject property is located in an infill area, specifically the Inlet Village Redevelopment Overlay Area (ROA) suitable for moderate growth potential. | |

3. *Areas with essential infrastructure:* As noted above, water and sanitary service is available to the subject property.
4. *Urban services can be provided cost efficiently:* All urban services are available at the Town's adopted level of service standards as noted above.
5. *Areas which square off the Town's limits:* The annexation of the subject property will help square off the Town's boundary by eliminating an existing unincorporated enclave.

Comprehensive Plan Objectives and Policies Consistency Analysis

FUTURE LAND USE ELEMENT

Objective 1.6 The Town's annexation program shall be based on the criteria and priorities identified in the "Future Annexation Study," as amended.

Staff Comment: The annexation of the subject property will eliminate an existing enclave and is consistent with the Town's Future Annexation Study. Therefore, the annexation will meet the criteria and priorities identified in the Future Annexation Study.

Policy 1.3.12 Inlet Village Flex - This future land use designation is specific to the Inlet Village Sector and is intended to foster infill and allow for flexibility of uses on a site to encourage the development of residential and to allow commercial uses. The following density and intensity standards apply to this land use category for the purpose of allowing a mix of uses:

- a) Commercial is permitted, but not required.
- b) The maximum density shall be 6 du/ac.
- c) The commercial intensity cannot exceed a maximum FAR of 1.65. The following matrix contains what density/intensity combinations are allowable in this land use category, if mixed:

Allowable Residential du/ac	Commercial FAR Range
0	0 to 1.65
2	0 to 1.50
4	0 to 1.25
6	0 to 1.00
8	0 to 0.75
10	0 to 0.50
12	0 to 0.25

The maximum height of a building is 2 stories and may be a maximum of 3 ½ stories, with bonuses as established in the LDRs. The ½ story bonus may be granted for roofline architectural variations and/or enhancements.

- d) The Town Council may grant density bonuses of up to 6 additional du/ac for the following:
 - 1) Public courtyards/plaza
 - 2) Docks, public access
 - 3) Public access to archaeological or historical amenities
 - 4) Water dependent uses (i.e. over-water pavilions including seating, water taxi stations and kayak, canoe and scuba gear rentals)
 - 5) Public access to shared parking, or public parking above the minimum requirement
 - 6) Moderate sized dwelling units
 - 7) Additional Riverwalk easement, or dedication
 - 8) Public restrooms
 - 9) Public access to navigable waters (the Oxbow)
 - 10) Public uses (i.e. parking garages and plazas)

The details for granting density bonuses shall be established in the LDRs. All of the above items shall be considered, however not all must be included. In addition, other similar items may be added to the LDRs, which the Town Council finds to be consistent with the intent of the Inlet Village as described in FLUE Policies 1.9.10 and 1.9.11.

- e) **Location Criteria**
 - 1) In the Inlet Village Sector
 - 2) Not within 80 feet of the Riverwalk Corridor Component

Staff Comment: The proposed Future Land Use designation of Inlet Village Flex for the subject property is consistent with the existing adjacent uses on the surrounding properties to the north, south, and east, all of which are already designated Inlet Village Flex. The property to the west, Burt Reynolds Park, is across the Jupiter Oxbow and has a Future Land Use designation of Recreation, which is also compatible with Inlet Village Flex. As a result, the proposed future land use amendment to Inlet Village Flex on the subject property is in harmony with the surrounding properties. The proposed FLUM amendment is consistent with Policy 1.3.12.

TRANSPORTATION ELEMENT

Policy 3.2.10 LOS capacity limitations through buildout shall be considered when land use applications are reviewed to ensure capacity remains to meet the goals, objectives and policies of the Comprehensive Plan.

Staff Comment: The proposed future land use amendment is consistent with Transportation Element Policy 3.2.10, if a trip cap is included with the FLUM ordinance to ensure is met. Since the applicant has voluntarily limited the FAR on the property to not exceed the maximum rate allowed on the property under the County's existing land use designation, no additional traffic impacts would result from the proposed land use amendment.

INFRASTRUCTURE ELEMENT

Policy 1.4.4 The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

Facility	LOS Standard
Sanitary Sewer	85 gallons per capita per day
Solid Waste	7.13 pounds per capita per day
Drainage Facilities	Projects shall be designed and operated so that off-site discharges meet State water quality standards, as set forth in Chapter 62-25, Florida Administrative Code (adopted by reference)
Potable Water (Residential)	153 Gallons per Capita per Day
Potable Water (Com./Ind.)	100 Gallons/Day/1,000 Square Feet

In order to ensure that these level of service standards are maintained, methodologies for determining available capacity and demand shall incorporate appropriate peak demand coefficients for each facility and for the type of development.

In order to ensure that these level of service standards are maintained, methodologies for determining available capacity and demand shall incorporate appropriate peak demand coefficients for each facility and for the type of development.

Staff Comment: The proposal is consistent with Policy 1.4.4 of the Infrastructure Element. It is located in an area where water supply and wastewater treatment are available, and in an area where adequate police and fire protection services are available. The owner will be required to meet any and all connection requirements and associated costs for water and sewer service.



November 26, 2024

**Department of Planning,
Zoning & Building**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

John Sickler
Planning & Zoning Director
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RE: Proposed Annexation Beyel Property Highway A1A, 2025-30-001

Dear Mr. Sickler:

Thank you for providing the County advanced notice and the opportunity to review the annexation summarized below:

Name	Description
Beyel Property Highway A1A	Acres: 0.22
2025-30-001	Location: East of US Highway 1, Highway A1A #18019
	1st Reading: 1/21/2025 2nd Reading: 2/18/2025

The proposed annexation was processed through the County's Annexation Review Process. County staff and service delivery agencies reviewed the proposed annexation. After review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes. The County Archeologist noted that the property has a high probability of containing archaeological and historic resources.

The County remains committed in our efforts to work cooperatively with municipalities toward annexation. If you have questions related to cultural resources, contact Christian Davenport at 561-233-5331. For any other comments or questions, please contact me at 561-233-5467 or Khurshid Mohyuddin, Principal Planner, at 561-233-5351.

Sincerely,

Thuy Shutt, AIA, FRA-RA
Planning Director

cc: The Honorable Maria G. Marino, District 1 Commissioner Jeffrey W. Gagnon, AICP, Deputy Planning Director, PBC
Patrick W. Rutter, Deputy County Administrator Khurshid Mohyuddin, AICP, Principal Planner, PBC
Whitney Carroll, Esq., AICP, Executive Director, PZ&B Bryan Davis, CNU-A, Principal Planner, PBC
Cindy Hoskin, JD, Deputy Director, PZ&B Christian Davenport, County Archaeologist, PBC
Darren Leiser, Esq., Assistant County Attorney Frank Kitzerow, Town Manager, Town of Jupiter

Traffic Impact Statement

For

Beyel Property

PCN#

00-43-40-31-07-0000-030

30-43-40-31-03-0040-021

Town of Jupiter, Florida

7-21-2024

09-30-2024

11-05-2024

11-19-2024

12-26-2024

Prepared By:

Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
JHI@jhiinc.com
www.JHIinc.com
Tel: (561) 575-6030
Fax: (561) 575-6088

John B. Iravani, P.E.
Florida Registration # 87431

I. Introduction

The site is located along the west side of N A1A just south of the Saturn Street intersection. The properties are vacant with some miscellaneous structures with no existing driveway along N A1A.

It is proposed to annex parcel # 00-43-40-31-07-000-0030 from Palm Beach County, PBC Land use CH/5(Commercial High with underlying Medium Residential 5 units/acre(MR-5)) to Town of Jupiter, Land use Inlet Village Flex. The county property area is 0.23 acres.

Parcel # 30-43-40-31-03-004-0021 is already incorporated within the Town of Jupiter and Land Use is Inlet Village Flex. The existing Town of Jupiter property is 0.294 acres.

The total of both lots combined is 0.524 acres per the survey.

The existing land use for CH/5(PBC) has a maximum FAR of 0.85 square footage per acre.

The proposed land use is Inlet Village Flex.

FAR chart for Inlet Village Flex is shown below.

Per Town of Jupiter, since the proposed use will be two dwelling units, on a .51 acre combined project area, the commercial FAR range for the Town properties will be set at 1.25

Allowable Residential du/ac	Commercial FAR Range
0	0 to 1.65
2	0 to 1.50
4	0 to 1.25
6	0 to 1.00
8	0 to 0.75
10	0 to 0.50
12	0 to 0.25

**TOJ Comprehensive Plan FLUE*

Existing Site FAR Breakdown

- County parcel: $0.85 \text{ FAR} = 0.85 \times 10,003 \text{ SF} = 8,503$ Max Commercial Square Footage for PBC Land Use criteria.
- Current Town of Jupiter Parcel: $1.25 \times 12,816 \text{ SF} = 16,020$ Max Commercial
- Combined lots: 24,523 Max Commercial Square Footage for existing Land Use.
- 4DU/AC

Proposed Site FAR Breakdown with no FAR Cap.

- Annexed County parcel: $1.25 \text{ FAR} = 1.25 \times 10,003 \text{ SF} = 12,504$ Max Commercial
- Current Town of Jupiter Parcel: $1.25 \times 12,816 \text{ SF} = 16,020$ Max Commercial
- Combined lots: 28,524 Max Commercial Square Footage for proposed Land Use & annexation.
- 4DU/AC

See Exhibit-A for aerial of site.

Section 31, Township 40S, Range 43E, Town of Jupiter, Florida

II. Trip Generation

A. Existing Land Use

a. County parcel at 0.85 FAR, TOJ Parcel at 1.25 FAR.

USE		Bldg SF/EA	ADT VTEPD	AM PHT VTEPH					PM PHT VTEPH				
	(%)				IN	(%)	OUT	(%)		IN	(%)	OUT	(%)
Multifamily Low-Rise ITE 220		4DU/AC	13	1	0	24%	1	76%	1	1	63%	0	37%
Internal	0%			0	0		0			0		0	
Pass-by	0%		0	0	0		0		0	0		0	
Strip Retail Plaza ITE 822		24,523	1335	58	35	60%	23	40%	162	81	50%	81	50%
Internal	0			0	0		0			0		0	
Pass-by	63%		841	36	22		15		102	51		51	
Total Attracted		24,523	1,349	59	35		24		163	81		81	
Total Generated		24,523	508	22	13		9		61	31		30	

Multifamily Low-Rise Housing ITE 220 ADT= 6.84/DU, AM PHT=0.4/DU, PM PHT= 0.51/DU

Strip Retail Plaza (<40ksf) ITE 822: ADT= 54.45/KSF, AM PHT=2.36/KSF, PM PHT= 6.59/KSF

B. Proposed Land Use

a. Max Trip Generation using FAR of 1.25 for entire site.

USE		Bldg SF/EA	ADT VTEPD	AM PHT VTEPH					PM PHT VTEPH				
	(%)				IN	(%)	OUT	(%)		IN	(%)	OUT	(%)
Multifamily Low-Rise ITE 220		4DU/AC	13	1	0	24%	1	76%	1	1	63%	0	37%
Internal	0%			0	0		0			0		0	
Pass-by	0%		0	0	0		0		0	0		0	
Strip Retail Plaza ITE 822		28,524	1553	67	40	60%	27	40%	188	94	50%	94	50%
Internal	0			0	0		0			0		0	
Pass-by	63%		978	42	25		17		118	59		59	
Total Attracted		28,524	1,567	68	41		28		189	95		94	
Total Generated		28,524	588	26	15		11		71	35		35	
Net Generated		4,001	80	4	2		2		10	4		5	

Multifamily Low-Rise Housing ITE 220 ADT= 6.84/DU, AM PHT=0.4/DU, PM PHT= 0.51/DU

Strip Retail Plaza (<40ksf) ITE 822: ADT= 54.45/KSF, AM PHT=2.36/KSF, PM PHT= 6.59/KSF

III. Trip Generation Analysis

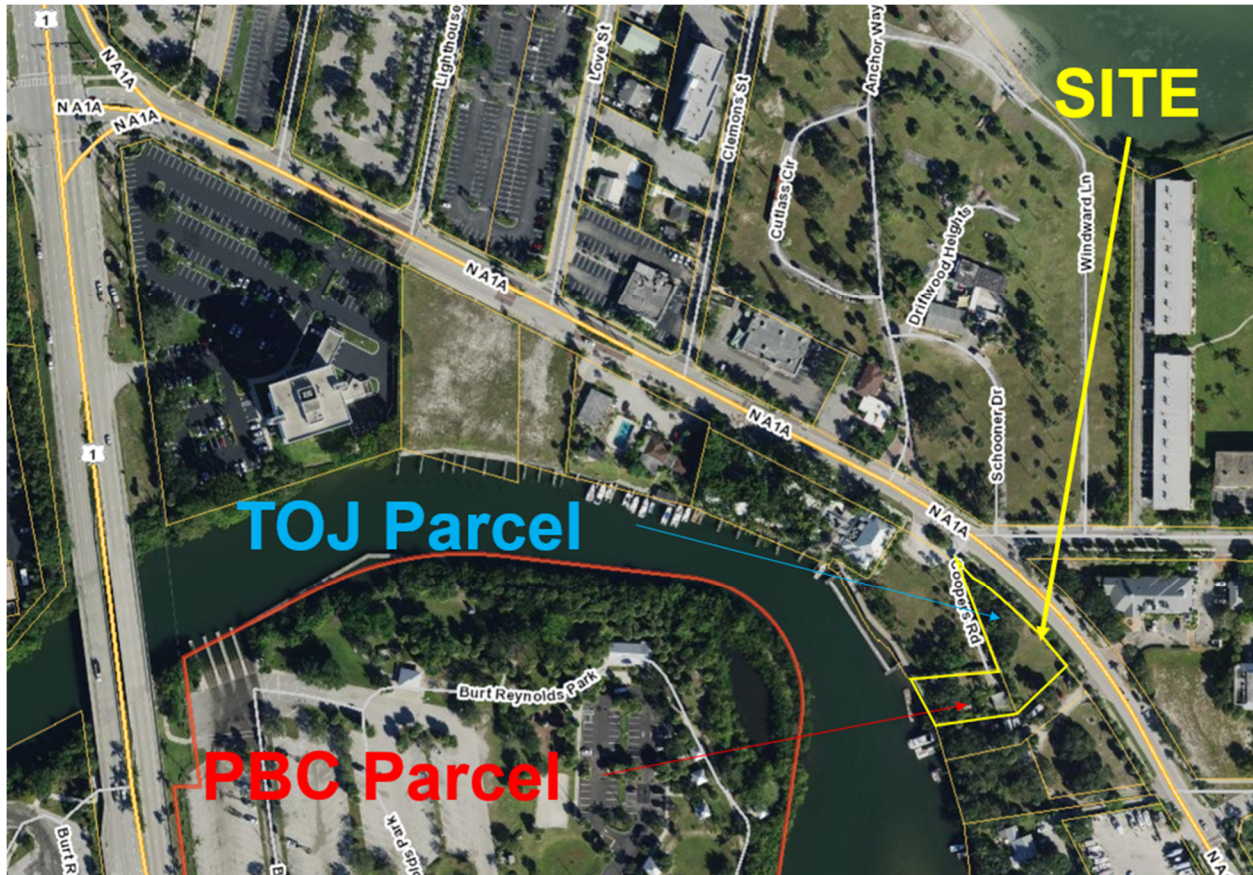
The proposed project would increase the AM PHT by 4 and PM PHT by 10 if the FAR was not capped to match existing

It is proposed to voluntarily cap the maximum allowable FAR for the combined lots to the current existing rates set by the Town of Jupiter and County. With both the existing Land Use and restricted proposed Land use kept at existing FAR rates there are no additional traffic impacts proposed designated land use amendment.

Per Palm Beach County Comprehensive Plan Land Use Policy 3.5-d, County will not approve a change to the Future Land Use Atlas if:

1. Results in an increase in density or intensity of development generating additional traffic that significantly impacted any roadway segment projected to fail to operate at adopted level of service, "D", based upon MPO's Long Range Transportation Plan.
 - a. Due to the project generating 0 net trips, this passes this test as up to 50 trips results in no significant impact per PBC Comprehensive Plan Land Use Table 3.5-1.
2. Results in a project that fails Test 2 regulations adopted to implement TE Policy 1.1-b.
 - a. Due to the project generating no additional trips over the current land use, the project does not fail this test.

Exhibit-A: Aerial



Beyel Property

Attachment 5

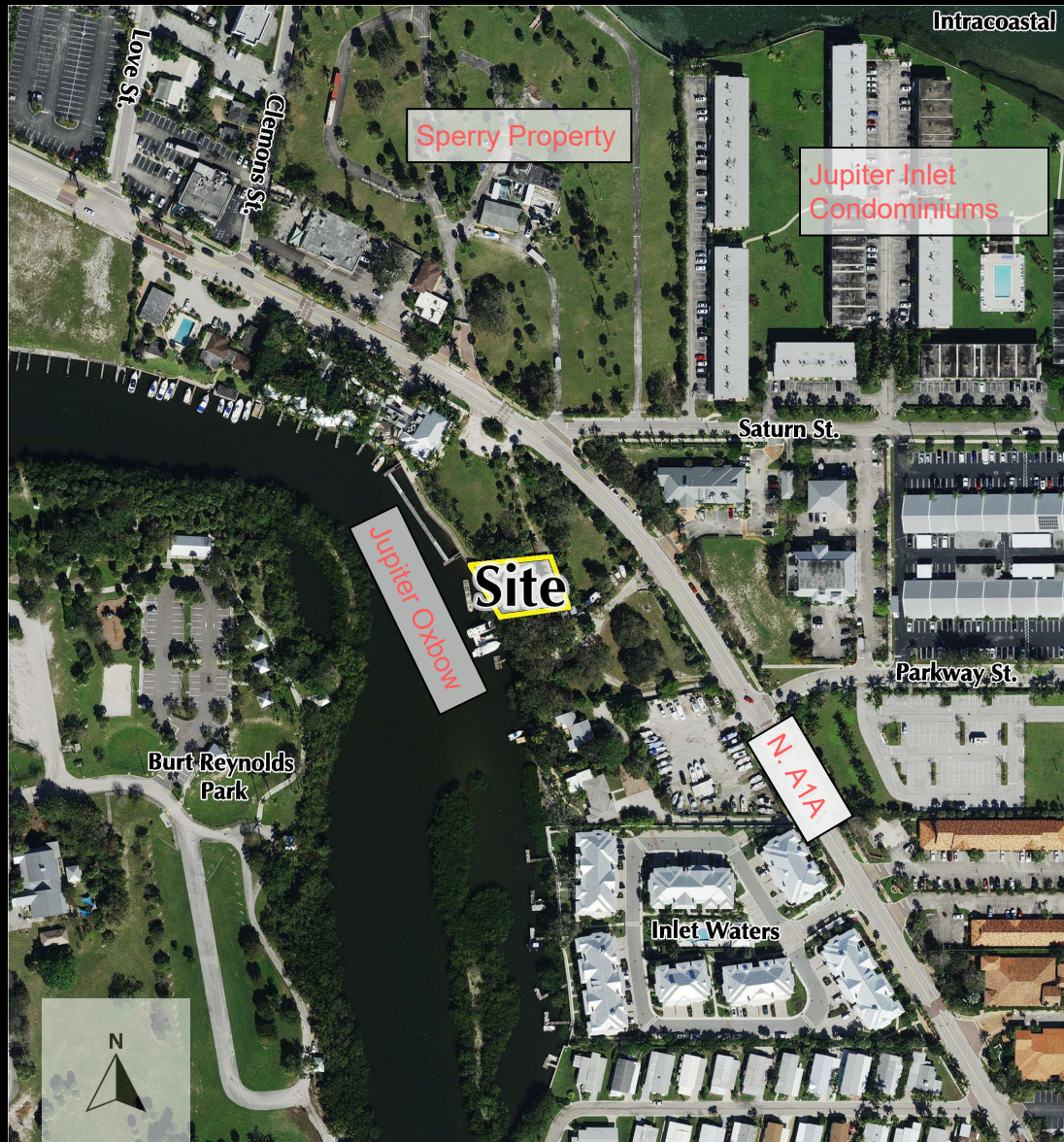


**Voluntary Annexation
Future Land Use Amendment – Zoning Map Amendment
Town of Jupiter**

Request(s)

- A) Voluntary Annexation for a 0.22 ac property from Unincorporated Palm Beach County (PBC) to Town of Jupiter (TOJ);
- B) Small-Scale Future Land Use Map Amendment from (PBC) Commercial High with underlying Medium Residential, 5 dwelling units/acre; (CH/5) to (TOJ) Inlet Village Flex; (IVF)
- C) Zoning Map Amendment from (PBC) Neighborhood Commercial; CN to Inlet Village – Flex South, IVFS (TOJ)

Property Location - Annexation



Beyel Property

Key Development Milestones

Voluntary Annexation/
Future Land Use
Amendment/
Rezoning
(Current Request)



Certificate to Dig
(Approved by HRB)



Small Scale PUD/Site Plan
for multifamily residential
use
(Will follow Certificate to Dig)

Beyel Property



- ❖ Owns two contiguous parcels totaling ± 0.51 ac;
- ❖ Purchased subject annexation parcel in 2018, and TOJ Property in 2022;
- ❖ Subject Annexation parcel is currently vacant
(contains two nonconforming accessory structures);
- ❖ If annexation is approved, combined parcels will yield multifamily residential use

Recent Notice of Violation – PBC

- ❖ VE 2024-001 was issued by Palm Beach County Environmental Resources Management Division (ERM) on December 13, 2024 for the removal of native vegetation (oak tree) without a vegetation removal permit;
- ❖ Once the Owner's received the subject notice of violation, they **quickly** rectified the violation by choosing to pay a fee in lieu (\$2,880.00)
- ❖ Violation was closed on December 23, 2024



**Department of Environmental
Resources Management**

2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

(561) 233-2400
FAX: (561) 233-2414
www.pbc.gov/erm

**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

December 23, 2024

Daniel P. Beyel, Jr.
Venus & Mars, LLC
2442 Snug Harbor Drive
Palm Beach Gardens, FL 33410-2062

Dear Mr. Beyel, Jr.:

**SUBJECT: LETTER OF COMPLIANCE WITH NOTICE OF
VIOLATION NO. VE-2024-001 FOR VENUS AND
MARS, LLC AT 18019 HIGHWAY A1A, JUPITER
PCN: 00-43-40-31-07-000-0030**

This letter constitutes a formal notice of compliance with Notice of Violation VE-2024-001 issued by the Palm Beach County Department of Environmental Resources Management (ERM) on December 14, 2024. On December 18, 2024, ERM staff received check No. 383 in the amount of \$2,880.00 and that serves to satisfy the violation of the Unified Land Development Code (ULDC) Article 14.C.12(A). Therefore, ERM has closed the enforcement case for the above said property and a copy of the payment receipt is enclosed for your records.

Should you have any questions regarding this matter, please contact Tim Haynes, Principal Planner at (561) 681-3846.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Finneran".

Bonnie Finneran, Environmental Director
Resources Protection

BF:TH:RG
Enclosure

Subject Tree



Criteria for Voluntary Annexation

Criterion	Complies
Contiguous to subject municipality	✓
Does not create an enclave <i>(eliminates a PBC enclave)</i>	✓
(Future Development) will result in a logical development pattern	✓
Very little to no impact in adopted levels of service	✓
Yields potential for sensible infill redevelopment	✓

Annexation also consistent with Town's Annexation Study

Small Scale Future Land Use Map Amendment and Zoning Map Amendment

With Annexation request, it is a necessary to change the subject property's current land use and zoning designations to TOJ districts

Future Land Use

Existing Land Use (PBC)	CH/5 with underlying MR/5 (Commercial High / Medium Residential; 5 units/ac)
Proposed Land Use (TOJ)	Inlet Village Flex (IVF)

Zoning

Existing Zoning (PBC)	CN (Neighborhood Commercial)
Proposed Zoning (TOJ)	IVFS (Inlet Village; Flex South)

Existing Land Use vs. Proposed Land Use

Beyel Property

Jupiter, Florida



Existing Land Use

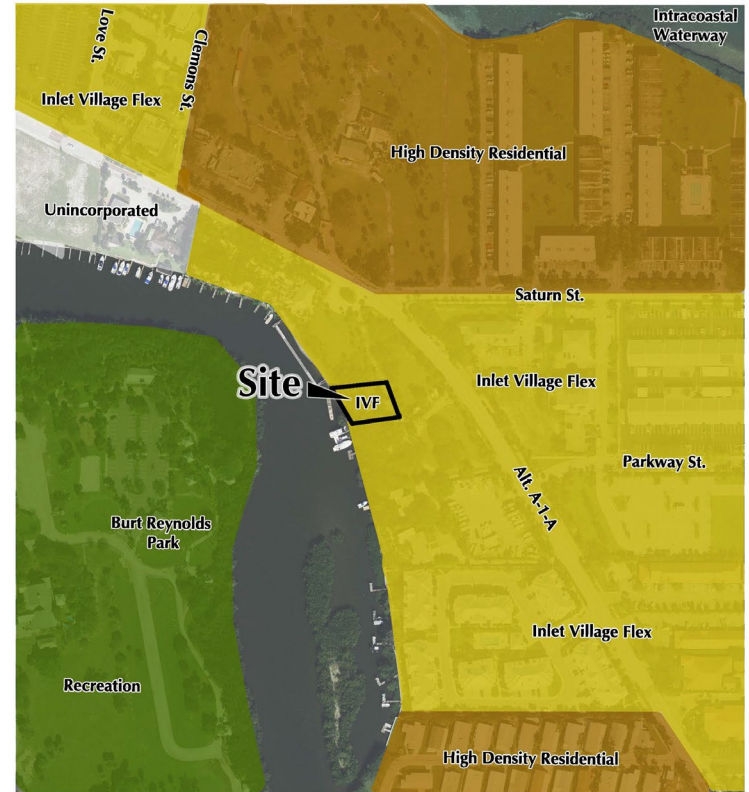
PBC: CH-5/MR-5 Commercial High/
Med. Residential, 5 Units per Acre



8.12.24

Beyel Property

Jupiter, Florida



Proposed Land Use

Inlet Village Flex



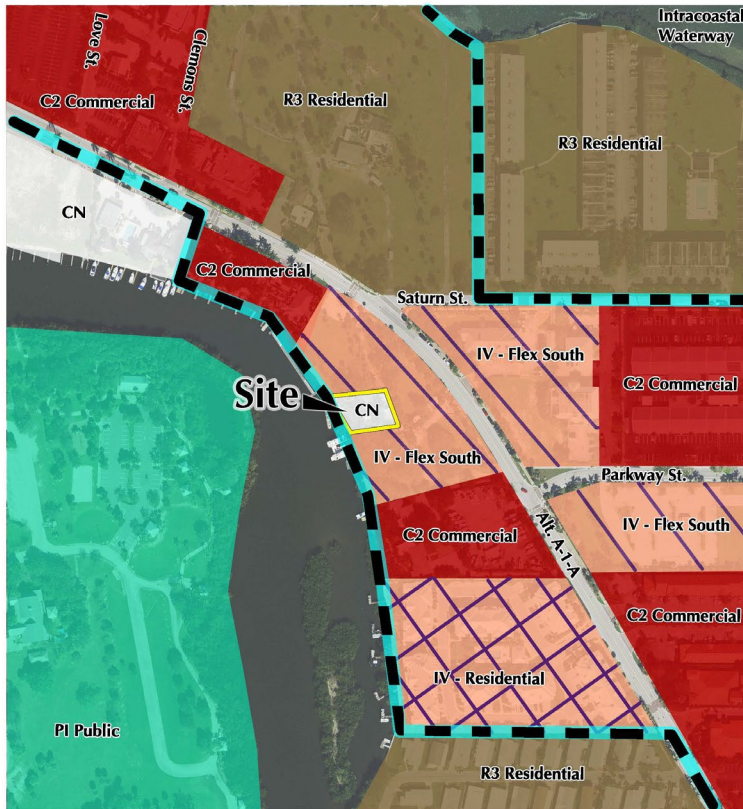
8.12.24

Beyel Property

Existing Zoning vs. Proposed Zoning

Beyel Property

Jupiter, Florida



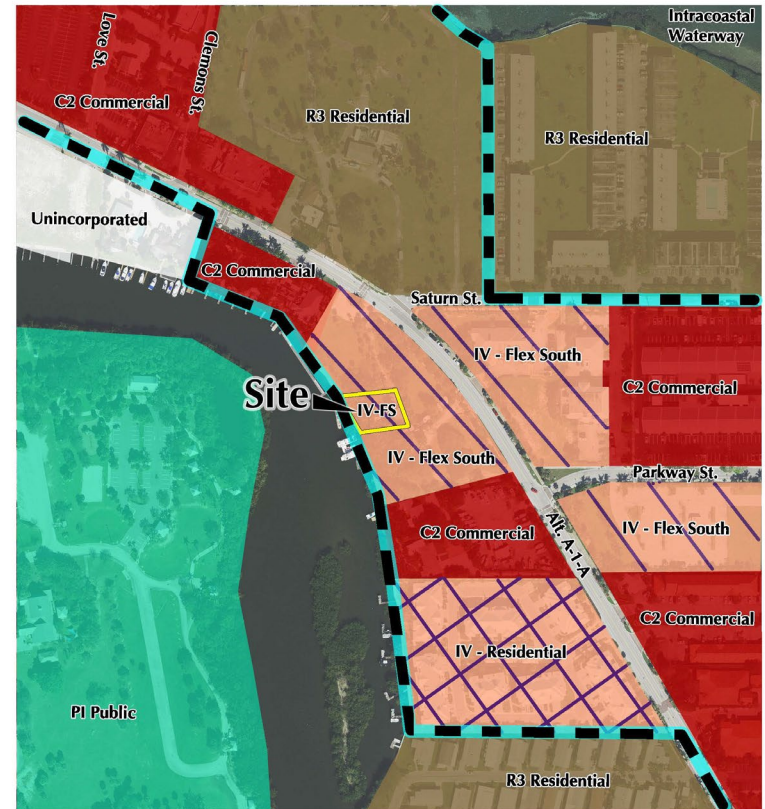
Existing Zoning
PBC: CN - Commercial Neighborhood



8.12.24

Beyel Property

Jupiter, Florida



Proposed Zoning
IV-FS (Inlet Village Flex South)



8.12.24

Beyel Property

Criteria for Small-Scale Future Land Use Map Amendment and Zoning Map Amendment

Criterion	Complies
Consistent with Goals, Objectives, and Policies of the Town's Comprehensive Plan – Inlet Village Sector	✓
Consistent with surrounding established land use patterns	✓
Does not create an isolated land use designation <i>(provides for more consistency with surrounding land uses)</i>	✓
Will not increase trips (traffic)	✓
Amendment is needed due to Changed Conditions/circumstances (annexation)	✓

Conclusion

- ❖ Annexation/Land Use/Rezoning are consistent with all necessary elements of the Comprehensive Plan and Town studies; does not negatively affect adopted levels of service; staff report indicates compliance with the Comprehensive Plan;
- ❖ Future development will be consistent with applicable sections of the Town's code;
- ❖ Traffic Analysis approved by Town's Traffic Engineer;
- ❖ Received unanimous recommendation (7-0) of approval from the Town's PZ Commission/(LPA);
- ❖ Unanimous approval from Town Council at 1st Reading

Thank You!

Beyel Property

Jupiter, Florida



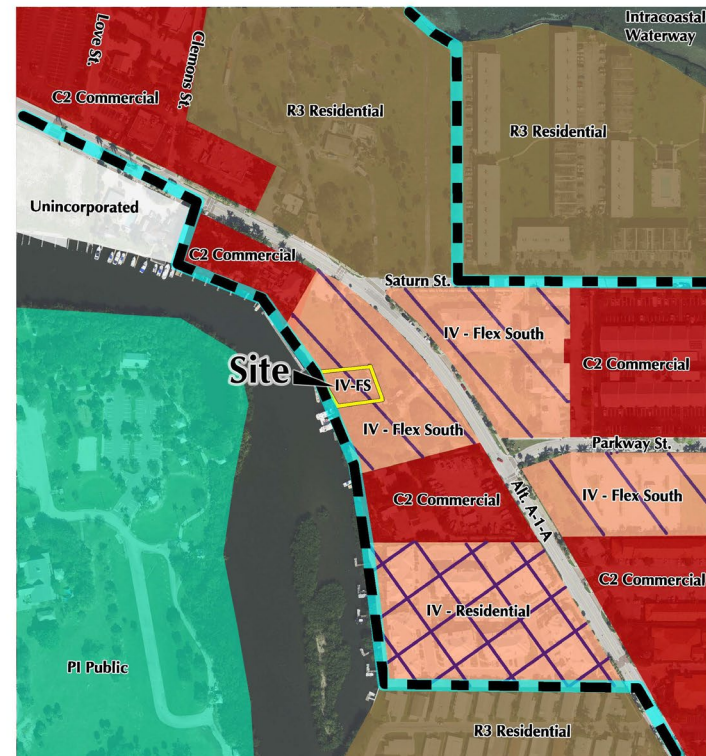
Proposed Land Use
Inlet Village Flex



8.12.24

Beyel Property

Jupiter, Florida



Proposed Zoning
IV-FS (Inlet Village Flex South)



8.12.24

Beyel Property