

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, JULY 22, 2025, 9:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD**

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

- a. Town Coffee Update
- b. Commissioner Comments
- c. Agenda Approval
- d. Other Comments

The Town Commission meeting will recess at approximately 12:00pm (noon) to conduct a closed-door Executive Session pertaining to Collective Bargaining in the Town Hall Conference Room, which is estimated to last approximately one hour, but may continue as long as necessary to conduct required business. The Town Commission will reconvene once the Executive Session has adjourned.

B. Public Comment

Public Comment is an opportunity for the Mayor and Town Commissioners to listen to any issue(s) of importance to you. Public Comment is offered at the beginning of our meetings, in the event attendees cannot stay in chamber for the agenda item or meeting duration. If you elect to address an item on today's agenda during opening Public Comment, we ask that you please refrain from re-addressing the item during Public Comment at the agenda item. Residents also may submit comments, at any time, to the Mayor and Commissioners into the public record: THMail@tji.martin.fl.us. (Please email Public Comment at least one business day prior to the meeting to ensure timely distribution to the Mayor and Commissioners.)

The Town Commission will recess at approximately (or as reasonably close to the time as possible) 10:30 a.m., 12:00 p.m., and shortly before the conclusion of the meeting—timing dependent on the meeting's length—in order to review any public comments submitted during the meeting. All comments received will be read into the record following each scheduled recess.

CONSENT ITEMS

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the June 11, 2025, Town Commission Meeting

Category B- Other Informational Materials (No Action Required)

- a. Minutes of November 25, 2024, Local Planning Agency Meeting
- b. Minutes of February 27, 2025, Board of Adjustment Meeting

PRIORITY MATTERS & PRESENTATIONS

2. Density Study Update - Kimley Horn*

COMMISSION ACTION ITEMS

3. Board of Adjustment Subdivision Application Recommendation - 404 South Beach Road
4. Ordinance No. 409 - Appeal Process - 1st Reading
5. Ordinance No. 410 - Amending Code re Permits - 1st Reading
6. Ordinance No. 411 - Combining BOA and IRC - 1st Reading
7. Ordinance No. 412 - Dock Lighting - 1st Reading
8. Beautification Spending Authorization - Town Hall Entrance
9. Road Resurfacing Piggyback Contract (Sunshine Land Design)
10. Debris Contracts
 - a. Debris Removal - RFP 2025-04
 - b. Debris Disposal - RFP 2025-05
 - c. First Push Contract - RFP 2025-08
11. Budget Amendment FY 2024-2025 - Resolution No. 933
12. Proposed Budget FY 2025-2026 - Setting Millage Rate and Establishing Public Hearing Dates

ADDITIONAL COMMISSION MATTERS

13. Ordinance No. 408 Section Discussion - Initial Measuring Point (IMP) and Fill
14. Devonshire Lane*
15. Remote Participation and Town Coffee Audio Only

STANDING REPORTS

16. Town Manager's Report
 - a. Post-Legislative Session Summary, Part 2: Policy Bills Enacted into Law - Kelly Layman
 - b. Senate Bill 180: "Emergency Preparedness and Response" - Kelly Layman (refer to 16a)

- c. Village of Indiantown, Special Referendum/Election on August 12, re: property tax exemptions - Kelly Layman
- d. Lethal Yellowing/Lethal Bronzing
- e. Other Items*

17. Town Attorney Report

- a. Litigation Update*
- b. Other Items*

18. Building Department Report

19. Public Safety Department Report

OTHER ITEMS

20. Meeting Dates

August 19, 2025 – Town Coffee with Commissioner Warner – 9am
August 19, 2025 – Beach District Meeting – 10am
August 20, 2025- Town Commission Meeting – 9am
September 16, 2025 – Town Commission Meeting – 9am
September 16, 2025 – 1st Budget Hearing – 5:01 pm
September 19, 2025 – Town Coffee with Mayor Townsend – 9am
September 19, 2025 – SMRU and Beach District Meeting – 10am
September 19, 2025 – 2nd Budget Hearing – 5:01 pm
October 28, 2025 – Town Coffee with Commissioner Warner – 9am
October 28, 2025 – Beach Protection – 10am
October 29, 2025 – Town Commission Meeting – 9am
November 19, 2025 – Town Coffee with Mayor Townsend – 9am
November 19, 2025 – SMRU and Beach District Meetings – 10am
November 20, 2025 – Town Commission Meeting – 9am

21. Other Items*

** No advanced materials provided*

TOWN COMMISSION

Penny Townsend, Mayor
Anne Scott, Vice Mayor
Marshall Field VI, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo
Town Attorney, Thomas J. Baird

Town Clerk, Kimberly Kogos

TOWN VISION

The Town of Jupiter Island is a barrier island community, between the Indian River Lagoon and the Atlantic Ocean, where the beauty of nature will always dominate the presence of man. Our vision for the future is illustrated by the traditions of the past, formed by a community of caring individuals who, with imagination and heart, have combined the island's beautiful gifts of nature with those of tradition and family. Inherent in the character of the Town are tranquility, seclusion and safety. The residents of Jupiter Island will faithfully endeavor to preserve and nurture their unique community for all future generations

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he 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. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

PUBLIC NOTICE OF PRIVATE EXECUTIVE SESSION

TOWN OF JUPITER ISLAND, FLORIDA

TO THE CITIZENS OF THE TOWN OF JUPITER ISLAND, FLORIDA

Please be advised that the members of the Town of Jupiter Island Town Commission will hold a **private Executive Session on TUESDAY, JULY 22, 2025**, as part of its regular commission meeting. The Town Commission meeting will be held at the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455. At approximately **12:00pm (noon)**, the Commission will convene to a private Executive Session in the Town Manager's Conference Room as authorized by §447.605, *Florida Statutes* to discuss collective bargaining negotiations.

The members of the Town Commission expected to attend the private Executive Session include: Mayor Penelope (Penny) Townsend, Vice-Mayor Anne Scott, Commissioners Patricia Warner, Marshall Field, VI, and Joseph Taddeo, Town Attorney Thomas J. Baird, Town Manager Robert Garlo, Public Safety Captain Joseph Scolly, Finance/Human Resources Director Matthew Pazanski, and Labor Attorney Tammie Rattray (remotely).

The Executive Session is anticipated to last for approximately 1 hour, however, it may continue so long as the members of the Town Commission determine necessary.

For information, please contact Kimberly Kogos, Town Clerk at 772-545-0100.

Posted: 7/15/2025

**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
WEDNESDAY, JUNE 11, 2025**

TIME: Wednesday, June 11, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Mayor Penny Townsend, Vice Mayor Anne Scott, and Commissioners Marshall Field VI, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, Town Attorney Thomas Baird and IT Director Bill Sutton.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Townsend called the meeting to order at 9:01 AM and read the Town Vision.

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

a. Town Coffee Update

Commissioner Field provided an overview of the topics including North Beach Road traffic calming measures, dock lighting, and paper roads. He reported a request to restore public participation for remote viewers during commission meetings, suggesting a return to a Zoom platform to allow real-time questions during public comment. There was consensus to add remote participation to other items as an agenda item for July.

b. Commissioner Comments

There were no additional comments.

c. Agenda Approval

d. Other Comments

B. Public Comment

Resident Bob Rowden referenced the paper roads discussion from the Town Coffee and asked about a permitted path on the Wolf property right of way dating back to 1993. Discussion followed regarding ownership of right of way property. Town Attorney Baird stated he would review the situation and provide a legal opinion. It was noted that the original matter dates back over 100 years.

Mr. Rowden inquired whether the Wolfs could sell the right to use the 30-foot right of way if they sell their home, since a gravel driveway exists there. He also questioned whether the Town could create 5-foot paths on other rights of way, as was done on the Slan/Hanson right of way.

Vice Mayor Scott stated the Town is involved in active litigation on the issue and should not discuss it further.

Commissioner Field expressed that the Town should be able to clear a 5-foot path on any right of way.

Resident Laurie Gaylord commented that abutting neighbors should be allowed to use the right of way next to the Wolf property.

CONSENT ITEMS

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the May 20, 2025, Town Commission Meeting

Category B- Other Informational Materials (No Action Required)

- a. Beautification Committee Meeting Minutes, April 17, 2025
- b. Amended Minutes of April 16, 2025, Town Commission Meeting
- c. Amended Minutes of April 3, 2025, Impact Review Committee Meeting

MOTION: *Taddeo/Field moved to approve the Consent Agenda as presented.*

ACTION: *Motion passed 5-0.*

PRIORITY MATTERS & PRESENTATIONS

2. Comprehensive Plan Update - Kimley Horn*

Ms. Hadley Peterson of Kimley Horn greeted the Commission and began a presentation of the Town- wide density study. She explained the assumptions and considerations used while conducting the study including land use regulations, publicly and privately owned conservation parcels, natural features, and coastal conditions. She referred to the Town Zoning Map and explained that the study focused on the residential zones only. She explained the various zoning districts by size and by total developable parcels. In short, there are currently a total of 205 potential developable parcels. She broke down the total number of developable parcels per zoning district. She explained that level of service impacts would primarily include significant adverse effects to the SMRU potable water supply as well as solid waste disposal.

She displayed a map showing the location of developable parcels.

Vice Mayor Scott questioned the level of service impacts and the implication that roadways would not be impacted. Ms. Peterson explained the traffic study and stated that Kimley Horn could review this again, taking into consideration service and construction vehicles. Mayor Townsend noted that North Beach Road is already experiencing

traffic impacts without additional residential structures. Commissioner Field expressed disappointment in the study as a whole as well as the traffic study.

Mayor Townsend questioned the calculation of potential lots, noting a difference of nine due to the inclusion of eight lots in District D-25 and one lot in District G-35. Ms. Peterson clarified that while the calculations reflect average nonconforming lot sizes, none of the parcels meet minimum code requirements and would not be permitted under current zoning.

Ms. Peterson stated that variances and setbacks were not considered in this study.

Vice Mayor Scott stated that larger maps would be helpful. She expressed disapproval that the Board of Adjustment (BOA) is not involved in this study.

Mayor Townsend summarized that the Commission questions the numbers and data and would like better data and information that would include the idiosyncrasies of the community as a whole.

Commissioner Field raised questions regarding the Town's authority to regulate usage of Town roads, including gross vehicle weight limits. He also inquired whether Florida law permits municipalities to impose impact fees for traffic or sewer on subdivisions that increase usage, noting potential future subdivisions of large lots. He asked if the Town could assess such fees or regulate use on Gomez Road and North Beach Road, which are private. Town Attorney Baird confirmed that the Town has the ability to levy impact fees, proceeds can only be used for capital projects (not maintenance), and the town can limit the tonnage on town-owned roads. However, this requires enforcement.

Town Manager Garlo referred to potential Senate Bill 180 which would inhibit municipalities from making land development regulations stricter than they currently are.

Ms. Peterson outlined next steps, including consideration of variances, Waterfront Setback Line, and emergency services, as well as providing larger maps and conducting individual meetings with the Commissioners.

Mayor Townsend asked when the Vision Statement was incorporated into the Comprehensive Plan. Commissioner Warner stated she had a copy of an older version and would provide it to the Town Manager.

Vice Mayor Scott referred to obtaining South Beach Road.

Ms. Kelly Layman, Legislative and External Relations Consultant, provided an update on Senate Bill 180, "Emergency Preparedness and Response," noting it has not yet been transmitted to the Governor. A parallel bill, House Bill 683, concerning construction regulations, is also under review.

Ms. Layman highlighted concerns with Sections 18 and 28, which would allow lawsuits against municipalities if local land use rules are deemed "more restrictive" or "burdensome," with only plaintiffs eligible for attorney's fees if they are the prevailing party against a government. The bill would also void local regulations during hurricane recovery for 1 year—even if a storm only passed nearby—and could retroactively nullify changes from 2024 through 2027. Examples from other cities showed the bill could undermine efforts to promote affordable housing, flood resilience, and planning reform. She confirmed a veto campaign is underway.

Commissioner Field asked Town Attorney Baird about the legal viability of downzoning to preserve current standards. Mr. Baird explained that downzoning remains legally possible and has been upheld by courts

when reducing urban sprawl, but SB 180 could complicate such efforts. He agreed to provide information on applicable statutes and legal strategies for preserving the Town's land use patterns.

Ms. Peterson continued her presentation, stating that larger maps, a full report, and individual meetings would be provided next month. She added that work on goals and objectives for the Comprehensive Plan would continue, with a draft expected for review by September or October.

3. Turnpike Presentation - Florida Turnpike Enterprise*

Victoria Williams with FDOT greeted the Town Commission and introduced Bill Howell with HW Lochner, Inc. Mr. Howell explained the project is to improve system linkage, enhance emergency vehicle response and evacuation, and improve safety. He explained that there is currently no existing Turnpike and I-95 direct connection, forcing commuters to use local roadway networks to switch between the two. System to system connection is needed to improve the linkage. He explained the proposed interchange is located at Bridge Road which already connects to I-95. He explained two alternatives and stated that alternative 2 was chosen to go before the commission for public hearing. He displayed the preferred alternative with visual aids. He noted a new access to the turnpike from Bridge Road for emergency vehicles only. He provided traffic benefits and the project schedule.

Town Manager Garlo asked if land acquisition is required, and Mr. Howell confirmed there is.

Vice Mayor Scott expressed that the Town has not been permitted a voting position on the MPO and does not feel that the Town has a voice in this matter.

Commissioner Warner asked for clarification and Mr. Howell explained that the ramps do not access local roads and only provides access between I-95 and the Turnpike.

Commissioner Field stated that the project was presented as a courtesy and intended to be non-impactful to the Town. He explained that the interchange at Bridge Road was designed to relieve congestion on the Turnpike during accidents and provide first responders with improved access during emergencies, which currently does not exist when traffic is blocked in both directions.

4. Septic-to-Sewer - Guest Speaker Bob Daniels, Town Manager Sewall's Point*

Bob Daniels, Town Manager of Sewalls Point, greeted the Town Commission. He provided background information regarding their experience with the septic-to-sewer conversion. They received a \$8.4M grant from Department of Environmental Protection (DEP) to pay for the low-pressure system, cutting down on the funds required by the Town. He explained that the Town project is approximately 25% complete and noted the phased system (169 of 706 connections functioning and turned over to the county currently).

Mr. Daniels stated that the biggest challenges have been working around the banyan trees and right of way situations. He noted there has been some opposition to the conversion, although those residents are not required to convert until their existing system fails. He added that there are 50-60% year-round residents within the municipalities.

Alternative approaches were briefly discussed.

COMMISSION ACTION ITEMS

5. Zoning in Progress (ZIP)

MOTION: *Warner/Scott moved to terminate the Zoning in Progress (ZIP) regarding the Waterfront Setback Line.*

ACTION: *Motion passed 5-0.*

6. Ordinance No. 408 - Amending the Appeal Process and Criteria for Variances

Town Manager Garlo stated that the Town was not prepared to hear the ordinance and explained that additional commission direction was needed before proceeding. Town Attorney Baird clarified that the ordinance was bifurcated to address the appeal process and variance criteria separately, with variance criteria scheduled for later discussion.

Mayor Townsend referenced Section 9 of the draft ordinance and questioned the process by which a Commission member could request review of a development order. Discussion followed regarding whether a single Commissioner could place a matter on the agenda, or whether a majority vote would be required to proceed.

Commissioners discussed the proposed process, agreeing that one Commissioner could request review, the full commission would then vote whether to hear the appeal, and if accepted, a quasi-judicial de novo hearing would occur. A supermajority vote would be required to overturn a lower board's decision.

Commissioner Field raised concerns about potential timing issues and whether appeal deadlines would be clear to Commissioners and the public. Commissioners discussed incorporating existing Board of Adjustment (BOA) and Impact Review Committee (IRC) meeting summaries into Commission packets to provide advance notice of applications. It was recommended to adjust email subject lines to better highlight these notices for Commissioners.

Further discussion addressed how de novo hearings would operate, how the authority of lower boards such as the IRC and BOA would be affected, and whether written requests and justifications should be required when a Commissioner seeks review.

There was consensus that future drafts should include greater detail on timing, notice, written requests, and appeal procedures to ensure clarity and legal defensibility.

Town Attorney Baird was directed to prepare a revised ordinance incorporating the Town Commission's discussion and comments for further review at a future meeting.

7. Staff Budget and Town Manager Evaluation Form

Town Manager Garlo referred to the upcoming budget and proposed a 5% increase for all employees, including COLA and merit adjustments. The Commissioners expressed a preference to allow separate merit raises where individually deserved. Consensus was reached.

Town Manager Garlo will forward his objectives and accomplishments by July, and the Commission will return their evaluation forms before September.

8. Board and Committee Member Approvals

Mayor Townsend reviewed the list of Committee and Board members for reappointment.

MOTION: *Taddeo/Field moved to approve Board and Committee reappointments.*

ACTION: *Motion passed 5-0.*

Mayor Townsend stated that Scott McGraw had expressed interest in serving on the Local Planning Agency (LPA) and she recommended him as a regular member on that board.

MOTION: *Taddeo/Field moved to approve appointing Scott McGraw as a regular member to the Local Planning Agency.*

ACTION: *Motion passed 5-0.*

ADDITIONAL COMMISSION MATTERS

9. LDR Code Text Amendments

a. Clarify LDR Language on Permits

Town Manager Garlo stated that there is a discrepancy in the code regarding permits and stated that Director Harding will provide details.

Director Harding explained the discrepancy in the language and highlighted the clarifying language.

The Commission agreed that Director Harding and Town Attorney Baird will bring an ordinance in July to make the changes.

b. Building without a Permit*

Town Manager Garlo and Town Attorney Baird explained that a discrepancy in the code related to issuing permits was identified and clarified that building without a permit is prohibited under both the building code and zoning regulations.

Director Harding stated that when unpermitted work occurs, the building official stops the job and requires a permit to be obtained. If violations persist, the matter proceeds to court. She emphasized that such cases are rare and typically resolved once the proper permit is secured.

Director Harding explained that ongoing inspections and surveys required at each stage of construction ensure that structures are built according to approved plans, minimizing the likelihood of unauthorized work. She added that the current penalty for building without a permit is double the permit fee.

Commissioner Field questioned whether the Town's penalties are sufficient deterrents and asked whether higher penalties, such as those used by Palm Beach County, should be considered. Town Attorney Baird stated that penalty structures vary by jurisdiction and that some municipalities impose higher fees. Commissioner Field and other commissioners expressed interest in reviewing Palm Beach's and other jurisdictions' penalty structures to ensure the Town's enforcement is among the most stringent.

Further discussion addressed whether contractors view penalties simply as a cost of doing business, and whether additional enforcement tools are necessary. Director Harding and Town Attorney Baird noted that Florida Building Code establishes some penalty provisions, but that withdrawal of a building permit is also

an available enforcement tool. Director Harding confirmed that violations of building plans are typically caught through inspections, and that violations requiring work beyond approved permits are uncommon.

After discussion, there was consensus for Director Harding and Town Attorney Baird to review existing penalties and consult on whether additional legal enforcement mechanisms may be available to strengthen the Town's ability to deter violations and better support strict code enforcement.

c. Fill*

Mayor Townsend introduced the discussion on artificial basements created through excessive fill. She explained that requiring more than three feet of fill would necessitate a hardship variance before the BOA, which Director Harding confirmed would address the concern.

Commissioner Field questioned whether the Town should consider increasing minimum floor heights for new construction, particularly west of the coastal construction control line. He noted that current permitted elevations as low as 6 feet 8 inches expose properties to significant storm surge risks. Commissioner Field referenced recent hurricanes producing 12–15-foot storm surges and suggested that raising finished floor elevations could help protect structures from future flooding events.

Discussion ensued regarding floor height and potential flooding.

Vice Mayor Scott expressed a lack of interest in increasing allowable fill.

10. Seasonal and Saturday Work Hours*

Mayor Townsend noted that this topic was brought forward by a resident. She stated that she personally does not want the same work hours year-round, thus standardizing work hours regardless of time of year. Commissioner Field noted that another opinion is to get the work finished sooner than later, so extend the hours all year. Discussion ensued. The majority agreed that hours would remain as they are.

Commissioner Warner referred to the Leaf Blower ordinance and asked to reconsider having an allowance for gas-powered blowers during summer months during large cutback periods.

Vice Mayor Field and Commissioner Scott stated that they do not agree and prefer the ordinance as already approved.

The Town Commission recessed for lunch at 12:02 PM.

The Town Commission reconvened at 12:31 PM.

11. Criteria for Variance Applications*

Director Harding provided background information regarding variance criteria. Ordinance 408 suggests using different criteria for granting a variance. In essence, an applicant must prove a hardship in order to obtain a variance. Town Attorney Baird provided additional clarification. Discussion ensued.

Town Attorney Baird suggested a review process. Commissioner Taddeo suggested board review as well.

Director Harding provided an overview of variance criteria, noting that Ordinance 408 introduced updated

language requiring applicants to demonstrate hardship in order to obtain a variance. She explained that this would limit variance approvals to cases where there is a legitimate burden preventing reasonable use of the property.

Town Attorney Baird clarified the current process and noted confusion arising from the use of the term “variance” in situations where true hardship is not present. He proposed distinguishing between genuine hardship variances and alternative development standard requests that do not meet the same threshold.

Commissioner Taddeo suggested that a board-level review process be integrated into the variance system to ensure consistency and transparency.

Mayor Townsend stated that any requests related to fill, impervious surface limits, or nonconforming uses should require a hardship variance. She expressed concern that current language creates a pathway for applicants to seek variances that would not meet legal standards and emphasized the need to remove the word “variance” from sections where it does not apply.

Town Attorney Baird and Director Harding agreed to work together to draft clarifying language and develop a list of issues that should require a true hardship variance. They will also revise alternative development standard language for items that could not qualify for a variance under legal criteria.

Town Manager Garlo reminded the Commission that Kimley-Horn will be conducting a review of the Comprehensive Plan and suggested that this would be an appropriate time to concurrently review the Land Development Regulations (LDRs).

The Town Commission agreed to move forward by reviewing related topics sequentially, beginning with “Fill.”

Additional discussion was held regarding the merger of the Board of Adjustment (BOA) and the Impact Review Committee (IRC). Commissioners expressed support for combining the two boards and consolidating their review criteria into a single standard. Town staff was directed to return with a draft ordinance that would formally combine the boards, as well as a second ordinance incorporating revised variance language and criteria.

12. Vulnerability Study Update*

Director Duchock provided a brief update, stating that Cummins Cederberg is currently completing Task 6 of the Vulnerability Study, which involves a town-wide assessment of flooding, including residential areas. Task 6 is expected to conclude by the end of the month. Task 7 will be completed by October, with a presentation to the Town Commission scheduled. The overall study, which funds the assessment of municipal infrastructure, is expected to be finalized by March 2026.

13. Dock Lighting

Town Manager Garlo read resident comments submitted regarding dock lighting. A photograph was displayed showing a dock with bright pink or purple lighting. The Town Commission agreed that the lighting appeared excessive in both brightness and color.

Director Harding stated that while multiple-colored lights are not permissible, the dock lighting in question does not appear to be in violation since it is a singular, colored light. She clarified that snook lights and red/green navigational lights are allowed under the code.

A draft ordinance will be brought back for consideration in July.

14. Ficus Allée Succession Plan

Director Duchock explained the Ficus Alée succession plan, starting with a pilot program at Town Hall. He reviewed a full timeline and preliminary 5-year capital spending plan to total \$1,971,000.

Town Manager Garlo stated that he is looking for alternate funding sources other than ad valorem.

Commissioner Warner stated that the trees look healthy after the pruning.

STANDING REPORTS

15. Town Manager's Report

a. End of Legislative Session Summary - Kelly Layman

The first part of the Legislative Session Summary was heard earlier in the agenda.

This remaining section was heard following agenda item 14, as scheduled.

Ms. Layman provided an overview of the current legislative session, noting a full end-of-session report would be presented in July, due to the session's extension through June 18 and ongoing budget negotiations. She highlighted several key bills, including the failure of the sovereign immunity cap increase—opposed by both the Town and the Florida League of Cities—and the defeat of legislation that would have prohibited local control over accessory dwelling units such as guest houses. She also discussed a bill that initially sought to shift utility relocation costs to municipalities; it was amended to create a \$50 million state grant program and signed into law.

Additional failed bills included the proposed creation of “resilience districts”, a Florida Accountability Office, and a constitutional amendment to replace the Lieutenant Governor with a Commissioner of Government Efficiency. Ms. Layman noted a bill restricting local re-inspection of buildings by private providers also failed, aligning with local government concerns.

At the Town Commission's direction, the Town Manager will send an email opposing SB 180, with assistance from Ms. Layman to the Governor's staff. She closed with a federal update regarding a proposal to lift the tax-exempt status of municipal bonds to offset national debt, emphasizing that the issue is being monitored, and no action is needed at this time.

b. Other Items*

In response to a Commissioner suggestion, Town Manager Garlo provided a template of a Contract Memorandum that summarizes potential contracts for the Town Commission. There was consensus to use the form as presented.

16. Town Attorney Report

a. Litigation Update*

Town Attorney Baird informed the Commission that mediation in the Slan case is scheduled for Friday. He

asked whether the Commission would like to request an attorney-client session at the next meeting in case the mediation results in action requiring discussion. The Commission agreed, and Town Attorney Baird confirmed that the session would be noticed and added to the agenda if necessary.

b. Other Items*

17. Financial Department Report

Commissioner Field referred to multiple capital projects that will significantly increase funding needs in upcoming years. He suggested holding public workshops, so residents are not taken by surprise.

Director Pazanski reviewed the monthly financial report. He explained that revenues to date total \$11,933,441 and expenses total \$8,428,889. He stated that next month will begin the budget reviews, and noted the Town's budget hearing dates in September are confirmed.

Commissioner Field asked how to begin conversations to acquire South Beach Road. Town Manager Garlo stated he would initiate a conversation with the County Administrator.

18. Building Department Report

Director Harding reviewed the building and code compliance reports noting 12 building permits with a construction value of \$3,298,555. Code Compliance responded to 14 formal complaints. She provided a brief update of Kimley Horn's process of reviewing the Comprehensive Plan. She noted that the Board of Adjustment (BOA) did not meet in May due to a lack of completed applications. An application for a 2-lot subdivision has been received and will be reviewed by BOA in June. She added that the Impact Review Committee did not meet due to a lack of applications.

Discussion ensued regarding code compliance, violations, and enforcement.

19. Public Safety Department Report

a. E-Bikes

Chief Ewing explained that e-bikes (electric bicycles) are classified as bicycles and the rules are the same. Outside of prohibiting e-bikes and bicycles on sidewalks, they are allowed on the Island. He noted the difference between e-bikes and e-motos (electric dirt bikes) and explained that the e-motos are not permitted.

b. Coastal Security Radar Monitoring Site Follow up*

Chief Ewing provided a brief update, stating that the Town will gain full direct access to the radar system. A meeting is scheduled with Commissioner Capps on July 7 to discuss next steps. Sheriff Budensiek is preparing a public education marketing campaign, and Chief Ewing is working with the Town Attorney on the related lease agreement.

c. Activity Report

Chief Ewing provided an overview of the Public Safety activity report and highlighted a couple of notable incidents.

OTHER ITEMS

20. Meeting Dates

July 21, 2025 – Town Coffee with Commissioner Taddeo – 9am
July 21, 2025 – SMRU and Beach District Meetings – 10am
July 22, 2025 – Town Commission Meeting – 9am
August 19, 2025 – Town Coffee with Commissioner Warner – 9am
August 19, 2025 – Beach District Meeting – 10am
August 20, 2025- Town Commission Meeting – 9am
September 16, 2025 – Town Commission Meeting – 9am
September 16, 2025 – 1st Budget Hearing – 5:01 pm
September 19, 2025 – Town Coffee with Mayor Townsend – 9am
September 19, 2025 – SMRU and Beach District Meeting – 10am
September 19, 2025 – 2nd Budget Hearing – 5:01 pm

The Commission reviewed their calendars and confirmed the following dates: October 28 for Coffee with Commissioner Warner and Beach; October 29 for the Town Commission meeting; November 19 for Coffee with the Mayor, Beach, and SMRU; and November 20 for the Town Commission meeting.

21. Other Items*

Mayor Townsend stated that for the July meeting, discussion should include remote participation—specifically, how to allow for public questions while maintaining the benefits of live streaming. The Commission also plans to revisit whether to continue using a camera at the Coffee events. Additional agenda items include how to proceed with South Beach Road jurisdiction and a related cost-benefit analysis. Mayor Townsend suggested renewing the request for voting membership on the MPO. She noted this is in addition to ordinances and staff directives already requested, as well as the required MPO forms.

The Town Commission meeting adjourned at 2:54 PM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
LOCAL PLANNING AGENCY MEETING
MONDAY, NOVEMBER 25, 2024**

TIME: Monday, November 25, 2024 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Chair Trent Steele, and Board Members Scott Hughes, Kate Nelson, Laurie Gaylord, and Jim Hauslein, and Alternate Members Cynthia Keegan and Wendy Nolan. Also present were Town Attorney Thomas Baird, Building Department Director Catherine Harding, Assistant Town Manager/Beach Protection Director John Duchock, IT Director Bill Sutton and Town Clerk Kimberly Kogos.

CALL TO ORDER AND COMMENTS*

The meeting was called to order at 9:00 AM. The Committee members introduced themselves.

1. Minutes of the meeting held January 23, 2024

MOTION: Hughes / Nelson moved to approve the minutes of the Local Planning Agency held on January 23, 2024.

ACTION: 5-0 motion passed.

2. Waterfront Setback Line Study Review and Discussion

The Town Commission is requesting the LPA provide recommendations on the selection and application of the Waterfront Setback Line Study criteria, thus enabling the consultant to advance further towards preparing a setback line that would be further reviewed by the LPA and Town Commission.

Chair Steele explained the purpose of today's meeting and summarized the Waterfront Setback Line (WFSBL) Study. He noted that the Town Commission at their last meeting had asked the LPA to provide recommendations on the selection and application of the WFSBL study criteria which would enable the consultant to advance further in preparing a setback line that will be reviewed again by the LPA and Town Commission. He mentioned that from the original group of setback criteria provided in the report, criteria numbers 1, 3 and 6 had been eliminated by the Town Commission and the task today is to review criteria numbers 2, 4, 5, 7.

Director Duchock provided an explanation of today's meeting and the WFSBL Study being presented. He introduced the Town's coastal engineering consultant, Jennifer Bistyga, Project Manager with Cummins Cederberg.

Ms. Bistyga greeted the Committee. Chair Steele asked for a brief summary of Cummins Cederberg credentials and confirmed that the organization has completed similar studies. Member Gaylord asked if Cummins Cederberg worked closely with the Department of Environmental Protection (DEP) and Ms. Bistyga confirmed.

Ms. Bistyga began her presentation. She explained that the Town's WFSBL is a line of prohibition which limits the encroachment of upland development into the beach dune system based on specific criteria. The criteria applied for the 2019 WFSBL were:

- 50' landward of the mean high water (MHW)
- 50' landward of the dune (+14')
- 50' landward of existing seawall/coastal structure
- Line of sight between closest habitable conforming buildings within 1,000'
- Average setback from MHW of closest conforming buildings within 1,000'

Member Gaylord asked how long the 50' measuring point had been used. Ms. Bistyga and Director Duchock confirmed that the 50' line has been used since the 2000 and 2019 studies for offset measurements. Director Duchock stated 50' is used as a standard along the state coastlines. He stated that other municipalities use different measuring points (i.e. Palm Beach uses less than 50'). Member Hughes explained that prior to the creation of the WFSBL, the Town used Line of Site as a measuring point, in order to maximize the residents' view. He added that when construction met critical mass and maintaining a line of sight became challenging, the Town opted to create the WFSBL.

Ms. Bistyga continued with the presentation explaining that Florida dune systems are controlled by local and state regulatory agencies, including the DEP. She stated that the DEP utilizes a line called the Coastal Construction Control Line (CCCL) as their governing line. She explained that the goal of the current study has been to be more aligned with the state's CCCL.

Member Hughes asked what conditions the CCCL creates in terms of a buildable structure. He noted that the CCCL does not restrict the location of a structure rather defines the strength or armament of a building. Ms. Bistyga stated that the CCCL was established in Martin County in 1985 and is a line of jurisdiction, not prohibition. She added that it defines the landward limit with the FDEP's authority to regulate construction. If a building is seaward of the CCCL, one must apply for specific permits.

Ms. Bistyga continued to explain the criteria being applied for the new setback line study. Those include:

1. Line of Construction (LOC)/ Uniform Construction Line (seafoam green line)
 - a. Measure average distance between 2023 MHWL and seaward projection of major habitable structures within 1,000 ft of R monument
2. Frontal Dune Ridge
 - a. Identify dune ridge line with Geomorphon Landforms Tool (GIS)
 - b. Apply a 50' setback to ridge for WFSBL criterion
 - c. Heel (landward) line of dune falls within 50' dune setback
3. Townwide 30-Year Erosion Projection (30-YEP)
 - a. Long-term shoreline erosion predicted over a period of 30 years based on historical shoreline changes.

Chair Steele asked why not use the CCCL as the WFSBL? Ms. Bistyga noted that this could be the decision, but the CCCL is a very restrictive line. She stated that the recommendation is not to construct further west of the General Permit Line.

Ms. Bistyga explained the 2024 WFSBL criteria in more detail.

Discussion ensued regarding the various construction lines considered for a construction permit. Ms. Bistyga explained that the DEP reviews permit applications on a site-specific basis while the Town is developing the waterfront setback line on a town-wide basis.

Member Nelson asked if Cummins Cederberg had referred to the Comprehensive Plan and Town Vision in the recommendation. Ms. Bistyga explained that the project team is aware of these documents and looked at this criteria, but is basing the recommendations on the criteria presented. Attorney Baird noted that the Town is conducting a Comprehensive Plan review, and the two studies will be combining their information in some capacity.

Member Nelson asked if beach renourishment was considered in making the recommendation. Ms. Bistyga confirmed that the beach nourishment program is a factor in the formula and referred to the Development of Conceptual Townwide 30-Year Erosion Projection (YEP) presentation slide.

Ms. Bistyga defined the various lines along the preliminary maps. She reviewed the LOC as requested by Member Gaylord and confirmed that the DEP utilizes the minimum position where this current study has recommended using the average LOC position.

Chair Steele referred to his previous home along the 100 block which is close to the ocean and stated that it is helpful to give real world examples for better understanding. Discussion ensued pertaining to a new line potentially creating both non-conforming structures as well as new buildable envelopes.

Member Gaylord asked if the Town has reviewed the number of homes that would become nonconforming and vice versa. Director Duchock noted that the Town will be reviewing and providing that information.

Ms. Bistyga continued with the map review.

Member Hughes asked about today's recommended line versus the 2019 line in regard to the 300 block line, where there is a significant change in the current recommended line. Director Duchock explained that in 2019, the Town looked at the 14' dune elevation, and noted that the dune elevation dips down in the 300 block. He explained that today, the study is using a different methodology that includes the DEP's frontal dune which is not tied to an elevation.

Ms. Bistyga continued reviewing the preliminary maps. Discussion ensued regarding the nourished beach versus a non-nourished beach (in the 400 block and near Blowing Rocks).

Ms. Bistyga concluded her presentation.

Member Hauslien asked about the 2019 WFSBL. Director Duchock confirmed that the 2019 line reviewed both shorelines (ocean side and intracoastal side) while this current study focuses only on the ocean side. Member Hughes referred to the 2019 line and unintended consequences noting that the motivation at that time was to reduce the number of nonconforming structures, and there was no indication that they would be creating buildable sites. He stated that he is hopeful that this time, they would be able to inform property owners of any change and give them a chance to understand what those changes are.

Member Hauslien stated that he has heard that the recommended line helps some and hurts some. He explained that the residents who are negatively impacted do not benefit in any way from those who are positively impacted.

Chair Steele noted that there seems to be more comfort with westerly shifts versus the easterly shifts, especially considering erosion. He asked if there is a way to logically limit or justify not moving the line further east than it already is?

Member Hughes expressed appreciation for conservative views but focused on fairness. He stated that the Town has hired experts to analyze what is fair based on criteria provided by the Town Commission, and if the recommendation is not accepted, a valid explanation as to why it was rejected must be provided.

Chair Steele agreed but asked how much wiggle room is in this report, noting that the consultant stated that the recommended line at this point is not set in stone.

Member Nelson stated she would like to see a Line of Construction that does not incorporate non-conforming structures, and she recommends allowing construction westward of CCCL-GP (General Permit) line.

Member Gaylord asked for a list of oceanfront properties that were purchased since the 2019 line, and the potential impacts to them if the line changes. She read the Florida Statute that speaks to private property rights.

Member Hughes expressed concern over “cherry picking” the data in the report and opined that the two choices are to accept the report as is or simply reject it and stay with the 2019 line. He noted that this report creates buildable envelopes that do not currently exist and expressed concern over the risk the Town exposes itself to if moving the 2019 line.

Member Hauslien agreed that they must be very sensitive to private property rights. He noted that the report creates three different “buckets”:

- The lines seem to line up with each other
- The lines create non-conforming properties
- The lines create buildable envelopes

He expressed that the Commission must be careful and not penalize existing residents.

Chair Steele stated that this line goes west as well as east and will negatively impact some property owners. He noted that this report is purely objective using data points which cannot be argued.

Member Nelson questioned if it makes sense to wait until the comprehensive plan is reviewed. Member Hughes stated that there are time sensitive issues including the ZIP which expires in February.

4. Public Comment*

Resident Tucker Johnson referred to the Town’s consistent attitude toward pre-existing and non-conforming structures and finding a way to protect the homeowners in storm events and protecting them legally.

He stated that more priority should be placed on not creating a non-conformity where houses exist. He opined that perhaps it may be worth waiting and adding into the equation the value of not creating additional non-conformity where it is not necessary, because it places a burden on the homeowner and creates a potential loss of value on the property.

Member Hughes stated the 2000 line literally moved around houses to reduce creating non-conformity while the 2019 line did it with very few exceptions. He opined that the Town’s priority has always been to support the status quo.

Member Gaylord stated that the current line is very closely aligned to the 2019 line. She suggested approving the recommended line, or rejecting it and keep the 2019 line.

Member Hughes restated the desire to analyze the number of non-conforming homes the recommended line would create, as well as the number of buildable envelopes. He added that there is a front yard setback line and would like to analyze the impacts to those parcels where the potential line changes. Additionally, he suggested creating a new zoning district for beach homes.

Member Hauslien suggested keeping the 2019 line and keep the seafoam green line as well (keep 2019 and not penalize current homeowners).

Member Gaylord referred to the Cummins Cederberg Task 4 that is still to be completed and consists of creating the final maps and report. Director Duchock explained the scope of work and task process. He explained that the town is gathering feedback and public input, then the Commission will review that information and use that to shape a final line. He explained the process as it has evolved which will add another workshop and LPA meeting.

Chair Steele summarized by asking the committee if there were any criteria the committee would like to add to or delete from the current criteria.

Member Nelson recommended not permitting the creation of any non-conforming structures, referring to criteria #4. She stated, "If you look at the existing setback, it actually says, 'Every setback of closest conforming building'. I think our LOC for major...? [verbiage not clear]...should be *conforming* buildings, not 'all'...right now, it includes 'all'." She expressed how existing homes in the 600 block will not be conforming because they are in the dune...they would not qualify for a DEP permit.

Member Hughes suggested controlling such a situation with a policy shift in the LDRs which would say that permitting ability to improve their property would be limited in such a way that an expected "life span" is created that would change attitudes about existing structures. He emphasized treating everyone fairly across the board.

Chair Steele stated that the task before them is to decide if the criteria is what should be considered when creating the final line, or if there is something else that should be considered. Member Hughes expressed that the criteria is exactly what the Town Commission wanted and the Committee should support it.

Member Hauslien recommended using the criteria in such a way that would not create nonconforming structures and shrink building envelopes. He emphasized not to penalize homeowners relative to the 2019 line.

Member Hughes stated that he feels each homeowner should have the opportunity to see exactly how the recommended line would affect their individual property. In order to do that, he noted that the committee is requesting additional information:

- Properties that would become non-conforming
- Properties that are currently non-conforming that would become conforming
- Properties that would become buildable that are not currently buildable
- Properties that are currently buildable that would become not buildable due to loss of square footage.

Chair Steele noted that the Committee agrees on these recommendations.

Resident and LPA Alternate, Wendy Nolan, stated that she is concerned about eastward movement of permitted development, especially considering climate change. She expressed that dunes come and go, sharing that her property was washed out to the ocean years ago. She stated that she does not agree with adding buildable property closer to the water.

Chair Steele emphasized that this study is based on scientific criteria so no one can state that any specific property is receiving favor or is being penalized. Since the data is scientific, it is indisputable.

Member Nelson asked if the Town is engaged in an overall risk assessment. Director Duchock stated that the Town is beginning a vulnerability study that reviews the effects of sea level rise, among other risk factors including 100-year storm erosion. However, the study is focused on Town-owned property and assets versus private property.

Chair Steele again gained consensus on the comfort of the committee pertaining to the criteria that has been advanced by the Town and consultant for the purpose of redrawing the line, with the understanding that more information has been requested.

Chair Steele stated that the next comment is not on the agenda but is a matter that needs to be addressed. He stated that the committee is currently without a Vice Chair and asked the Commission to appoint a Vice Chair.

5. Next meeting date - To be determined*

6. Adjourn*

The meeting adjourned at 11:03am.

Respectfully Submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
BOARD OF ADJUSTMENT MEETING
THURSDAY, FEBRUARY 27, 2025**

TIME: Thursday, February 27, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Vice Chair Mark Newman, Members Hugh O'Kane, Stephanie Flinn, Nancy Auth and Alternate Members Deane Blazie, Truman Hobbs, and Walter McCormack. Also present were Building Department Director Catherine Harding, Town Clerk Kimberly Kogos, and Town Attorney Thomas Baird.

CALL TO ORDER AND ROLL CALL

Vice Chair Newman called the meeting to order at 9:00 AM. He announced a quorum and noted the sitting and voting members including Alternate Member Deane Blazie and Regular Members Stephanie Flinn, Nancy Auth, Hugh O'Kane, and Acting Chair/Vice Chair Mark Newman. He recognized Alternate Member in attendance who may participate in the discussion but not vote today including Truman Hobbs and Walter McCormack.

Ex-Parte Communications:

- *Alternate Member Blazie stated he had no ex-parte communication.*
- *Member Flinn stated she had no ex-parte communication*
- *Member Auth stated she met on site with Director Harding and discussed proposed fill and site and request to have site staked.*
- *Member O'Kane stated he met with Director Harding to review the plans.*
- *Acting/Vice Chair Newman stated he visited the property on his own and met with Director Harding.*

Town Attorney Baird made clarifying comments regarding meeting procedure. He added that participating alternates should sit on the dais going forward.

AGENDA

1. Minutes of the meeting of January 30, 2025

MOTION: *O'Kane/ Auth moved to approve the minutes of the January 30, 2025 BOA meeting as presented.*

ACTION: *Motion passed 5-0.*

2. 508 South Beach Road

This is the application of Jupiter Boathouse, LLC, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

More than 3 feet of fill on the property to a maximum of 5.45' and increase the existing Initial Measuring Point to 8.4' NAVD.

Town Clerk Kogos swore in those who may speak at today's hearing including: Attorney Jared Gaylord of Marc R. Gaylord P.A.; Percy Mejía and Huy Nguyen of Affiniti Architects; Paul Catania of Parker Yanette Design Group; and Building Director Catherine Harding.

Director Harding introduced the application and noted:

This is the application of Jupiter Boathouse, LLC, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

More than 3 feet of fill on the property to a maximum of 5.45' and increase the existing Initial Measuring Point to 8.4' NAVD.

The applicant expressed the following hardship:

Additional fill is required to meet Florida's Building code and to raise the structure to protect against a catastrophic storm.

Director Harding referred to two letters of support and introduced the applicant agent, Attorney Jared Gaylord, who represents the Berford family/Jupiter Boathouse, LLC.

Attorney Gaylord greeted the Board and introduced the project team. He provided a presentation beginning with aerial views of the property followed by the FEMA Flood Map showing the property flood risk and demonstrating a proposed hardship. He displayed the digital elevation model with contours to demonstrate the low-lying areas that require fill to comply with the Florida Building code. He explained the requirement vs. "best practices" for base flood elevation, explaining that the request is not for a taller structure but rather a safer structure. He also provided information pertaining to storm surge/flood event to further explain their request and proposed hardship. Attorney Gaylord referred to the Town's current vulnerability assessment study conducted to better protect the Town from storm surge events and provided photographs of storm surge/king tide impacts on the Island.

Attorney Gaylord reviewed the property survey, floor plans, site data, and proposed structure elevations compared to the neighboring structures, showing that the structure would not be taller than neighboring properties once constructed with the requested fill. He reviewed the proposed drainage/ex-filtration system and the overall cut/fill analysis of the property. He noted that the maximum area of fill is in the middle of the proposed structure.

Alternate McCormack asked about standards for structures beyond the waterfront setback line. Attorney Gaylord explained that under the town's setback requirements, hardscape and pools could extend beyond the waterfront setback line if they remained at least 50 feet from the mean high water line and did not exceed one foot above the pre-construction grade. He noted that in compliance with these rules, the project included stepped-down terraces rather than elevating the pool and terrace to the structure's level.

Mr. Paul Catania of Parker Yvette displayed and explained the landscape plan. He reviewed the proposed planting materials and displayed elevations of buffering. He reviewed short retaining walls to maintain surface elevation.

Attorney Gaylord provided streetscape and interior property photographs that display the undulation of the surface requiring fill to even out. He provided landscape elevations and renderings of the proposed structure and space.

Attorney Gaylord referred to the Town's Comprehensive Plan that encourages use of best practices/ site development practices to minimize flood risk. The Board waived the reading of the standards.

Vice Chair Newman asked about the neighboring property fill and noted that the bulk of the requested fill will be located underneath the center of the structure.

Member Auth stated that the area in question does typically flood and expressed approval of the proposed fill and drainage plans.

Town Attorney Baird referred to page 4 of the variance applications and explained that if the standards have been met, then the Board may approve.

Director Harding stated that the applicant has addressed all standards and they seem to be met.

MOTION: O'Kane/Blazie moved to approve application for more than 3 feet of fill to a maximum of 5.45 and increase the existing Initial Measuring Point to 8.4 feet NAVD as requested.

ACTION: Motion passed 5-0.

Member Auth spoke in favor of site visits to become familiar with the application and property in question.

3. Other Items*

a. Next Meeting - To Be Determined

Director Harding noted that the next meeting date is still to be determined.

b. Other Items

No other items were discussed.

Vice Chair Newman adjourned the meeting at 9:46 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

Town Commission Meeting
Staff Report
July 22, 2025

To: Town Commission, Town of Jupiter Island
From: Catherine Harding, Building Planning and Zoning Director
Date: June 26, 2025

Reference: 404 South Beach Road Subdivision
Comprehensive Plan Analysis

Property Description:

The subdivision consists of a single lot located at 404 South Beach Road. The lot is divided by South Beach Road with property on the west and the east sides of the road. The applicant is requesting a division of the lot into two lots, one on the west side of South Beach Road, Lot No. 1, a 3.39034-acre lot in the A-80 Zoning District and one on the east side of South Beach Road, Lot No. 2, a 1.04676-acre lot in the B-40 Zoning District.

Analysis:

The Subdivision is consistent with the Town of Jupiter Island Comprehensive Plan, *Future Land Use Element* for Residential, both prior to and after the proposed subdivision.

The Subdivision complies with the Comprehensive Plan Policy 01.01.03.01 *Consistent Land Development Regulations*.

The Subdivision is consistent with the Subdivision Regulations in Article V of the Town of Jupiter Island Land Development Regulations.

The Subdivision is consistent with the underlying Zoning Regulations in Appendix A of the Town of Jupiter Island Land Development Regulations. *Except as noted in the following.

*The current and future Land Development Standards have been analyzed in the 3 attached Site Zoning Analysis. All required setbacks, height limits and lot coverage meet the Land Development Regulations, for the existing lot, except the driveway setback at the garage entrance on the north property line. The required setback is 8 feet from the property line, in accordance with *Article IV. Supplemental Regulations, Division 3. Development Standards, Section 3.04 B. 1. Driveway setback*. The pre-existing non-conforming setback is approximately 6-7 feet. The proposed Westerly Lot No. 1 will have the pre-existing non-conforming driveway setback. The proposed Easterly Lot No. 2 will be completely conforming.

No driveway setbacks were shown on the Impact Review Committee plan submitted for Driveway, Pier and Gate Layout dated 1/19/04 or the plans stamped Reviewed by Code Compliance dated 12/6/05.

The Board of Adjustment considered the pre-existing non-conforming driveway setback and determined that there was no proposal to expand the non-conformity and recommended it remain unchanged.

The Board of Adjustment recommended that the application be approved.

Town Commission review and approval. Article V, Subdivisions. Division 5. Approval Procedures, Section 5.04. Town Commission review and approval.

The Town Commission shall approve the proposed subdivision if it is, or will be a result of conditions of approval:

- A. Consistent with the Town Comprehensive Plan; and
- B. Consistent with these Subdivision Regulations; and
- C. Consistent with the underlying Zoning District Regulations.

Cah7/1/25

**MINUTES
TOWN OF JUPITER ISLAND
BOARD OF ADJUSTMENT MEETING
THURSDAY, JUNE 26, 2025**

TIME: Thursday, June 26, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present was Member Nancy Auth and Alternate Members Deane Blazie and Walter McCormack. Also present were Building Department Director Catherine Harding, Assistant Town Clerk Trenton Warren, and Town Attorney Thomas Baird.

CALL TO ORDER AND ROLL CALL

Member Auth called the meeting to order at 9:01 AM. She announced a quorum.

AGENDA

1. Minutes of the meeting of February 27, 2025

MOTION: *Blazie/McCormack moved to approve the minutes of the February 27, 2025 BOA meeting as presented.*

ACTION: *Motion passed 3-0.*

Assistant Town Clerk Warren swore in those who may speak at today's hearing including: Attorney Jared Gaylord of Marc R. Gaylord P.A. and Building Director Catherine Harding.

Ex-Parte Communications:

- Member Auth stated she visited the site with Director Harding and had no ex-parte communication.
- Alternate Member Blazie stated he visited the site with Director Harding and had no ex-parte communication.
- Alternate Member McCormack stated he exchanged an email with Director Harding and had no ex-parte communication.

2. South Beach Road Subdivision

This is the application of Robert M. Kaye, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

A subdivision of the lot into two lots. One on the west side of South Beach Road, Lot No. 1 and one on the east side of South Beach Road, Lot No. 2.

Lot No. 1 is developed with a Main House, Accessory Garage, a Caretaker's Cottage and a Pool. Lot No. 2 is developed with a Beach House.

Director Harding introduced the application and noted:

The applicant is requesting a subdivision of the lot into two lots. One on the west side of South Beach Road, Lot No. 1 and one on the east side of South Beach Road, Lot No. 2. Lot No. 1 is developed with a main

house, accessory garage, a caretaker's cottage and a pool. Lot No. 2 is developed with a beach house.

Director Harding referred to a letter of support and noted that the subdivision is consistent with the Town of Jupiter Island Comprehensive Plan, is consistent with the Subdivision Regulations in Article V of the Town of Jupiter Island Land Development Regulations and is consistent with the underlying Zoning Regulations in Appendix A of the Town of Jupiter Island land Development Regulations.

Director Harding explained that the current and future Land Development Regulations have been analyzed and all required setbacks, height limits and lot coverage meet the Land Development Regulations for the existing lot except the driveway setback. The required setback is 8 feet from the property line and the pre-existing setback is approximately 6-7 feet. The proposed westerly Lot No. 1 will have the pre-existing driveway setback. The proposed easterly Lot No. 2 will be completely conforming.

Attorney Jared Gaylord, representing applicant Robert M. Kaye, greeted the Board and introduced the subdivision application for 404 South Beach Road. He explained the property straddled the S-curve along South Beach Road and outlined the four-step subdivision process, with this presentation serving as the first step. Attorney Gaylord provided aerial photographs showing the proposed subdivision into two lots: Lot 1 containing the main residence, garage, and caretaker's quarters, and Lot 2 containing an existing beach cottage. He confirmed both lots would remain under the permitted floor area, with Lot 1 approximately 3,300 square feet under and Lot 2 approximately 5,000 square feet under the allowable limits.

Attorney Gaylord reviewed the existing survey, site data, proposed subdivision plat, and building envelopes, noting that Culpepper & Terpening, the Town's surveying consultant, reviewed and approved the final plat. He confirmed both lots exceeded the minimum frontage and width requirements and that the traffic study estimated an increase of 10 trips per day, based on standard planning methodology. He summarized the Town's subdivision regulations, emphasizing that the application met all requirements and standards.

Town Attorney Baird advised the Board to obtain clarification regarding the westerly lot, as Director Harding acknowledged the lot would not meet the required eight-foot setback, instead providing only six feet. Town Attorney Baird suggested the Board ask whether the setback could be increased to meet the regulation and clarified that although the encroachment involved a driveway, not a structure, it remains a setback regulation that should be addressed.

Attorney Gaylord acknowledged the driveway on the westerly lot is slightly non-conforming but explained the proposed subdivision would not worsen or change the existing encroachment. He offered to discuss with the applicant whether adjusting the setback is something they would consider during the process, noting that the subdivision approval requires four separate meetings over several months.

Director Harding confirmed her report found the subdivision consistent with underlying zoning regulations but noted the westerly lot does not meet the required eight-foot setback, providing only six feet. Attorney Gaylord and Director Harding clarified the driveway encroachment is pre-existing and non-conforming, with no indication of how the non-conformity occurred. Since the encroachment is not being expanded, there is no requirement to modify it. The Board would need to determine whether the subdivision is acceptable with the existing condition.

MOTION: *McCormack/Blazie moved to approve the application for subdivision with an existing nonconformity based on the testimony of the Town's Building Director and recommend approval to the Town Commission.*

ACTION: Motion passed 3-0.

3. Other Items*

a. Next Meeting - To Be Determined

Director Harding noted that the next meeting date is still to be determined.

b. Other Items

No other items were discussed.

Member Auth adjourned the meeting at 9:26 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

Information as contained within the attached checklist MUST be provided and accepted by the Town of Jupiter Island in order for this application to be considered. Additional information as required by the administrative official or as attached by the applicant constitutes a part of this application.

I hereby certify that I am the owner of property involved in the above described variance request or appeal of an administrative decision and that the information set forth is true and correct.

Jared Gaylord, attorney-in-fact for

BY: **Robert M. Kaye**

Print name

Signature of Owner or Agent—**REQUIRED**

Please Note:

After recommendation by the Board of Adjustment, the Town will require 15 copies of 11 X 17 sets for the Town Commission Meeting.

LAW OFFICES OF
MARC R. GAYLORD, P.A.

12000 S.E. OLD DIXIE HIGHWAY
HOBE SOUND, FL 33455
TEL: (772) 545-7740
FAX: (772) 545-7782

MARC R. GAYLORD, ESQ.
JARED E. GAYLORD, ESQ.

FORD T. DWYER, ESQ.
COLBY HEDDEN, ESQ.

January 15, 2025

VIA HAND DELIVERY

Catherine Harding
Town of Jupiter Island
Post Office Box 7
Hobe Sound, Florida 33475

RE: Robert M. Kaye
Application to the Board of Adjustment for Replat of a Subdivision – Preliminary
Subdivision Approval
Property Address: 404 South Beach Road, Hobe Sound, Florida 33455

Dear Mrs. Harding:

This office represents the interests of Robert M. Kaye, as it pertains to an application to the Board of Adjustment for preliminary review and recommendation of approval for the 404 SD Subdivision. This is the first step in the subdivision process, which will require Town Commission approval of the preliminary plat. Afterwards, the final plat will need to be reviewed by the Board of Adjustment and approved by the Town Commission. The final step in the process to subdivide the Property is signing the plat and recording it in the Martin County Public Records.

Mr. Kaye purchased the property in July 2003. Despite the Property being dissected by the South Beach Road right-of-way into an eastern, oceanfront lot and a western, Intracoastal lot, the Property is a single parcel. Additionally, the western, Intracoastal lot is in the A-80 Residential Zoning District, while the eastern, oceanfront lot is in the B-40 Residential Zoning District.

In the past twelve months my client began investigating a potential subdivision of this Property for flexibility with potential future design, resale, or leasing a portion of the existing Property. After extensive consideration with RL Vaught and Associates and other consultants, my client decided to subdivide 404 South Beach Road. The two lots straddle South Beach Road, just south of the "S Curve." The western "Lot 1" will be in the A-80 Zoning District. The eastern "Lot 2" will be in the B-40 Zoning District. These lots will comply with the underlying zoning districts' regulations.

Each property will be at least two hundred feet (200') wide. Lot 1 will be 3.39034 acres, while Lot 2 will be 1.04676 acres. The replat will not include new public infrastructure demands than what currently exist today, since there are no immediate redevelopment plans for either proposed lot.

Lot 1 will have 271.27 feet of frontage along South Beach Road, while Lot 2 will have 175.96 feet of frontage along this right-of-way – fulfilling Article V, Division II, Section 2.05(C) and the requirement of at least 50 feet of frontage on a public street.

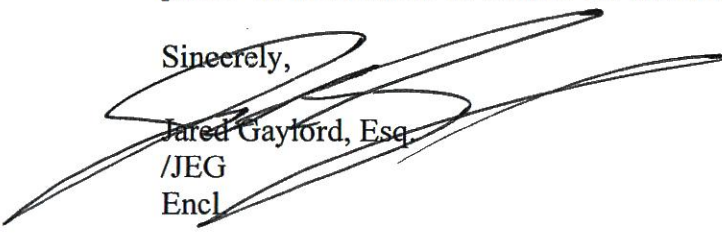
My client secured a traffic study prepared by Simmons & White to review the subdivision. The traffic engineers calculated that the proposed subdivision would result in an addition of 10 additional trips per day, for a total of 19 trips per day for both lots. My client has also started the process of requesting utility acceptance letters, in accordance with Town subdivision practices and procedures. These will be provided to Town Staff once received. However, my client is not required to provide percolation tests for each proposed lot because the subdivision will continue to be served by the existing septic systems. Since no plans for redevelopment of either lot is proposed at this time, there are not plans for new septic systems.¹

Florida case law is clear that plat approval is governed by local regulations, which must be uniformly administered.² Similar lot splits between two property owners have occurred through the replat process.³ Accordingly, the proposed, similar replat should be approved by the Town. The Town can only deny this replat if the Town demonstrates, with competent and substantial evidence, that my clients' application failed to meet the objective legal requirements for approval.⁴

My client's replat will be consistent with and complementary to the Town's existing infrastructure and zoning, surrounding properties, and cohesive with the characteristics of the area in which the proposed subdivisions will be located.

If you have any questions or concerns regarding this subdivision or the supporting attachments, please do not hesitate to contact the undersigned.

Sincerely,



Jared Gaylord, Esq.

/JEG

Encl

¹ See Article V, Division V, Section 5.01, Application for Preliminary Subdivision Plan Approval, TOWN OF JUPITER ISLAND LAND DEVELOPMENT REGULATIONS (2024).

² See *Broward County v. G.B.V. International*, 787 So. 2d 838, 842 (Fla. 2001).

³ See *Jupiter Island Ocean Estates*, Martin County Plat Book 18, Page 76, *Devonshire Manors Plat*, Martin County Plat Book 18, Page 25; *Coral Canyon Estates*, Martin County Plat Book 17, Page 21.

⁴ See *G.B.V International* at 846.

Board of Adjustment Meeting
Staff Report
June 26, 2025

To: Board of Adjustment
From: Catherine Harding, Building Planning and Zoning Director
Date: June 5, 2025

Reference: 404 South Beach Road Subdivision
Comprehensive Plan Analysis

Property Description:

The subdivision consists of a single lot located at 404 South Beach Road. The lot is divided by South Beach Road with property on the west and the east sides of the road. The applicant is requesting a division of the lot into two lots, one on the west side of South Beach Road, Lot No. 1, a 3.39034-acre lot in the A-80 Zoning District and one on the east side of South Beach Road, Lot No. 2, a 1.04676-acre lot in the B-40 Zoning District.

Analysis:

The Subdivision is consistent with the *Town of Jupiter Island Comprehensive Plan, Future Land Use Element for Residential*, both prior to and after the proposed subdivision.

The Subdivision complies with the *Comprehensive Plan Policy 01.01.03.01 Consistent Land Development Regulations*.

The Subdivision is consistent with the *Subdivision Regulations in Article V of the Town of Jupiter Island Land Development Regulations*.

The Subdivision is consistent with the underlying *Zoning Regulations in Appendix A of the Town of Jupiter Island Land Development Regulations*.

The current and future Land Development Regulations have been analyzed in the 3 attached Site Zoning Analysis. All required setbacks, height limits and lot coverage meet the Land Development Regulations, for the existing lot, except the driveway setback. The required setback is 8 feet from the property line and the pre-existing setback is approximately 6-7 feet. The proposed Westerly Lot No. 1 will have the pre-existing driveway setback. The proposed Easterly Lot No. 2 will be completely conforming.

Board of Adjustment Review and Recommendations. Article V, Division 5. Approval Procedures, Section 5.03. Board of Adjustment Review and Recommendations.

- A. The Board of Adjustment shall make recommendations to the Town Commission regarding whether the proposed subdivision is:*
 - 1. Consistent with the Town Comprehensive Plan; and*
 - 2. Consistent with the Subdivision Regulations; and*
 - 3. Consistent with the underlying Zoning District Regulations.*
- B. The Board of Adjustment shall recommend to the Town Commission that the application be approved, approved with conditions, or denied.*

Cah/6/5/25

ORDINANCE NO. 409

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A, OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE I, DIVISION 3, SECTION 3.03 REGARDING THE AUTHORITY OF THE TOWN COMMISSION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has previously created Land Development Regulations (LDR) codified in Appendix A of the Code of Ordinances of Jupiter Island, Florida (Code); and

WHEREAS, the Town Commission has reviewed the revisions to the Town's LDR as set forth herein and finds that their adoption will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Article 1, Division 3, Section 3.03, is hereby amended to read as follows:

Sec. 3.03. Town commission.

The Town Commission's powers and duties under these land development regulations shall be as follows:

A. *Authority.* The Town Commission has the authority to:

1. Review and decide:
 - a. Applications for subdivision approval;
 - b. Applications for district boundary changes;
 - c. Applications for certificates of appropriateness for alterations to historic buildings and landmarks;
 - d. Applications for text amendments to these land development regulations; and
 - e. Applications for comprehensive plan amendments
 - f. Development Orders approved by the Impact Review Committee or Board of Adjustment in accordance with the procedure established in 9., below.
2. Hear appeals from decisions of the board of adjustment, impact review committee, and administrative official.
3. Amend the comprehensive plan.
4. Amend or repeal any or all of these land development regulations, including the official zoning map.
5. Determine whether a proposed use is of the same general character as a permitted use.
6. Exercise all other powers and carry out all other duties provided by Florida Law and these land development regulations.
7. The mayor, or in his or her absence the vice mayor, may administer oaths and compel the attendance of witnesses.
8. The Town Commission shall have the authority to review any application or proposal for development or improvements in the PLD or CPD zoning districts. The Town Commission may apply standards set forth in Division 2, Section 2.02 for impact review and any goals, objectives, or policies of the Town's Comprehensive Plan it determines to be appropriate. The Town Commission

shall have the authority to apply conditions to [mitigate the impact] of any application or proposal for development or improvements within the PLD or CPD zoning Districts.

9. The Town Commission shall have the authority to review a development order of the Board of Adjustment or Impact Review Committee upon a request made by a member of the Town Commission.

(a) The member of the Town Commission who is requesting review must submit a written request to the Town Manager within 10 days of the date on the development order reflecting its approval. Upon the Town Manager's receipt of the request, the approval of the development order, and the time for its appeal shall be tolled. Then the request shall be placed on the agenda of the next commission meeting.

(b) If four members of the Town Commission vote to consider the request, the Town Manager shall then schedule the request for consideration by the Commission at its next meeting. The review of the request shall be at a de novo, quasi-judicial hearing of the Town Commission.

(c) Following the hearing of the development order by the Town Commission, it shall have the authority, by a majority vote of the total membership of the Town Commission to deny, affirm, or affirm with amendments the development order. Unless affirmed as approved, the Town Attorney shall prepare a final order reflecting the Town Commission's decision.

(d) The final order of the Town Commission may be appealed within 30 days of its rendition by a person or entity with standing to the Circuit Court in and for the 19th Judicial Circuit of Florida.

Section 3. Repeal of ordinances in conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 4. Severability. If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 5. Codification. This ordinance may be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. Effective Date. This ordinance shall become effective immediately upon execution.

ORDINANCE NO. 408 PASSED UPON FIRST READING THE ____ DAY OF _____, 2025.

PASSED AND ADOPTED UPON THE SECOND READING FOLLOWING PUBLIC HEARING THE ____ DAY OF _____, 2025.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

TOWN CLERK

#6634972 v1 18270-00002

ORDINANCE NO. 410

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE VII, DIVISION 3, SECTION 104.7, ENTITLED "OTHER PERMITS REQUIRED"; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR THE SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has previously created Land Development Regulations (LDR) which have been codified in Appendix A of the Code of Ordinances of Jupiter Island, Florida (Code); and

WHEREAS, in order to provide clarity and consistency between Article VII, Sections 1.04.1 and 104.7, the Town's Building Official recommends an amendment to Section 104.7.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Article VII, Division 3, Section 104.7 is hereby amended to read as follows:

Sec. 104.1. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

Sec. 104.7. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal codes or regulations must be satisfied, and permits must be obtained before commencement of the permitted development a flood plain development permit or building permit is issued, including but not limited to the following:-

1. The South Florida Water Management District; section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

Section 3. Repeal of ordinances in conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 4. Severability. If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling

or finding shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 5. Codification. This ordinance may be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. Effective Date. This ordinance shall become effective immediately upon execution.

ORDINANCE NO. ____ PASSED UPON FIRST READING THE ____ DAY OF _____, 2025.

PASSED AND ADOPTED UPON THE SECOND READING FOLLOWING PUBLIC HEARING THE ____ DAY OF _____, 2025.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

TOWN CLERK

#6606697 v1 18270-00002

Memorandum



To: Robert Garlo, Town Manager

From: Catherine Harding, Building, Planning and Zoning Director

Date: March 11, 2025

Re: Establishing a Development Review Board

If established, this Board will issue variances and consider applications for development in a one-step process.

Establishing one Board would eliminate applicants need to appear before the Board of Adjustment for a variance, if required, and subsequently before the Impact Review Committee for approval of the development plan. The Planning and Zoning Board would hear all the applications now heard by the Board of Adjustment and the Impact Review Committee in one hearing. It would be an efficient use of staff time and place the decision-making process for development with one Board. It offers the opportunity of a single Board to make a comprehensive review and address all issues that may arrive in a cohesive fashion.

Currently, an applicant pays a fee of \$1,000 for each application or \$2,000 if there is a need to go before the BOA and the IRC. This change would reduce the fee to \$1,000 to appear before one Board, the Development Review Board.

The Board could be made up of 5 members with 3 alternates, chosen from the existing BOA and the IRC members.

Appeals from a decision of the Development Review Board will be heard by the Town Commission. The Town Commission could itself, upon a majority vote, file an appeal. The Town Commission will then send the appealed decision back to the Development Review Board for further consideration or the Town Commission could render a new decision.

ORDINANCE NO. 411

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A, OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE REPEAL OF ARTICLE I, DIVISION 3, SECTIONS 3.01 AND 3.02; AND ESTABLISHING A DEVELOPMENT REVIEW BOARD TO ASSUME THE AUTHORITY, FUNCTIONS, POWER AND DUTIES OF THE BOARD OF ADJUSTMENT AND THE IMPACT REVIEW COMMITTEE; PROVIDING FOR AMENDMENTS TO ARTICLE V, DIVISION 5, SECTIONS 5.03, 5.06 AND 5.07 PERTAINING TO APPROVAL PROCEDURES FOR SUBDIVISIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE X, "DEVELOPMENT REVIEW AND APPROVAL STANDARDS AND UNIFORM PROCEDURES," DIVISION 1, SECTION 1.02, DIVISION 2 "IMPACT REVIEW," SECTIONS 2.01 AND 2.05; DIVISION 5 "VARIANCES," SECTIONS 5.00, 5.01 AND 5.02; DIVISION 7, "UNIFORM DEVELOPMENT REVIEW PROCEDURE," SECTIONS 7.02, 7.04 AND 7.05; AND DIVISION 8 "APPEALS," SECTIONS 8.00 AND 8.02; PROVIDING FOR THE AMENDMENT OF CHAPTER 19, "FIRE PREVENTION AND PROTECTION CODE," ARTICLE I, SECTION 19.9 "APPEALS,"; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the Land Development Regulations (LDR) of the Town are codified in Appendix A of the Code of Ordinances of Jupiter Island, Florida (Code); and,

WHEREAS, the Town Commission has determined that it is appropriate to dissolve the Impact Review Committee (IRC) and the Board of Adjustment (BOA) and to consolidate the authority, powers and functions of these boards into one development review board, said board having the same authority, powers and functions of the IRC and BOA.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:**

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Article I, Divisions 3 entitled “Establishment, Authority, Composition, and Meetings of the Development Review Boards,” Sections 3.01 and 3.02 of Appendix A are repealed in their entirety and replaced with the following:

**DIVISION 3. ESTABLISHMENT, AUTHORITY, COMPOSITION, AND
MEETINGS OF DEVELOPMENT REVIEW BOARDS**

Sec. 3.01. Development Review Board

- A. Development Review Board. A development review board for the town is created and established.
- B. Authority; functions; powers and duties.
1. The development review board shall have the authority and duty to review and decide applications for variances based upon the standards for approval of variances as set forth in Article X, Division 5, Section 5.00.
 2. The development review board shall have the authority and duty to review and make recommendations to the town commission regarding whether a proposed subdivision is consistent with the provisions of Article V, Division 5, Section 5.03.
 3. The development review board shall have the authority and duty to review and decide applications for impact review based upon the standards for impact review set forth in Article X, Division 2, Sections 2.02, 2.03 and 2.04.
- C. Composition. The development review board shall consist of five members appointed by the mayor with the consent of the town commission. Each member of the board must have a place of residence within the incorporated limits of the town. Members of the board shall not hold any elected public office.
- D. Alternate members. The board shall also have three alternate members appointed by the mayor with the consent of the town commission. Alternate members may act

in the absence or disability of any regular member or where a regular member has a voting conflict of interest as defined by law.

E. Terms of office.

1. The basic term of office for members of the board shall be three years.
2. The members of the board shall hold office for the term of office indicated above until member expires.
3. Each member shall hold office until his or her successor is duly appointed and qualified.
4. Any member appointed to serve in lieu of any member on account of death, resignation, removal or disability of a member, shall serve only for the unexpired term of the member.

F. Removal from office. Should any member of the board no longer maintain a residence within the incorporated limits of the town, the member shall become disqualified and a new member, who maintains a residence within the incorporated limits of the town, shall be appointed.

G. Vacancies. Any vacancy occurring shall be filled by the town commission within 60 days or as soon thereafter as practicable following a vacancy.

Officers. The mayor shall appoint, with the consent of the town commission, a chair and vice-chair from among the members of the board.

Meetings and rules of procedure.

1. The board shall meet at such regular intervals as it determines to be appropriate.
2. The board may adopt rules for the transaction of its business.
3. The administrative official or his or her designee shall attend all meetings and present a report on the applications to be considered by the board, provide such testimony and evidence as necessary to inform the board about an application and make such recommendations as appropriate regarding the application.
4. No action shall be taken on any application unless a quorum of three members is present, and only upon a majority vote of all members present and voting
5. The board or any of its members may inspect the premises, site or area which is the subject of an application.
6. All decisions of the board shall be reduced to a written development order.
8. All meetings of the board shall be open to the public, as provided by law.

Section 4. Article V, "Subdivisions", Division 5, "Approval Procedures," Sections 5.03, 5.06 and 5.07 are hereby amended to read as follows:

DIVISION 5. APPROVAL PROCEDURES

Sec. 5.03 – Board of Adjustment review and recommendations of subdivision applications.

- A. The board of adjustment shall make recommendations to the town commission regarding whether the proposed subdivision is:
1. Consistent with the town comprehensive plan; and
 2. Consistent with these subdivision regulations; and
 3. Consistent with the underlying zoning district and land development regulations.
- B. The board of adjustment shall recommend to the town commission that the application be approved, approved with conditions, or denied.

Sec. 5.06. Staff review and recommendations.

Upon receipt of an application for final subdivision plan approval, the administrative official shall prepare a report and recommendations for use by the board of adjustment and town commission regarding whether the proposed final subdivision plan is consistent with the approved preliminary subdivision plan, including whether any conditions of approval are have been satisfied.

Sec. 5.07. Board of adjustment review and recommendations.

- A. The board of adjustment shall make recommendations to the town commission regarding whether the proposed final subdivision plan is consistent with the approved preliminary subdivision plan, including whether any conditions of approval are have been satisfied.
- B. The board of adjustment shall recommend to the town commission that the final subdivision plan be approved or denied.

Section 5. Article X, Division 2, "Impact Review," Sections 2.01, and 2.05 are hereby amended to read as follows:

DIVISION 2. IMPACT REVIEW

Sec. 2.01. Applicability.

Impact review by the ~~Impact Review Committee~~ board is required if:

1. The total floor area on the lot proposed for development, including existing and proposed floor area, will be greater than 70 percent of the maximum floor area permitted in the underlying zoning district; and
2. The application:
 - a. Is for a required approval that is not subject to administrative review pursuant to any paragraph of article X, division 1, section 1.00 or ~~board of adjustment~~ review pursuant to any provision of article X, divisions 3, 4 or 5; or
 - b. Has been referred to the ~~impact review committee~~ board pursuant to article X, section 1.02; or
 - c. Requests approval of the demolition of a principal building or guest house and is not part of, or concurrently filed with, an application for development approval of a new principal building or guest house.

Sec. 2.05. Duration of approval.

Approvals granted either administratively or as a result of referral to the ~~Impact Review Committee~~ board, shall be valid for one year from the time granted. Commencement of work under said approval shall be considered as the date upon which a building permit is granted, and work having begun on the project. If work is not commenced within one year of the approval, then an extension of up to one year may be approved on good cause shown by application to the ~~board of adjustment~~.

Section 6. Article X “Development Review and Approval Standards and Uniform Procedures,” Division 1, “Section 1.02 and Division 5, “Variances”, Section 5.00, 5.01 and 5.02 are hereby amended to read as follows:

DIVISION I. ADMINISTRATIVE REVIEW

Sec. 1.02. Referral to ~~impact review committee~~ development review board.

- A. If the administrative officials determine that there is any reasonable likelihood that a particular proposal that is otherwise within the administrative official's jurisdiction will have an any adverse impact on adjacent properties, the surrounding area or the town

as a whole, the administrative officials may require that the application be heard by the ~~impact review committee~~ development review board.

- B. If a written request for a hearing is received from any owner of property within 1,000 feet of the parcel proposed for development within 21 days of the date that notice of the application is mailed, the administrative officials shall refer the application to the ~~impact review committee~~ development review board.

DIVISION 5. VARIANCES

Sec. 5.00. Standards for approval of variances.

Except as provided in article V, section 5.09 (variances related to subdivision standards), the board of adjustment ~~shall~~ may grant a variance from the terms of these land development regulations if the board finds that the applicant has demonstrated that:

- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district; and
- B. The special conditions and circumstances do not result from the actions of the applicant; and
- C. The variance requested will not confer on the applicant any special privilege that is denied by these land development regulations to other lands, buildings or structures in the same zoning district; and
- D. Literal interpretation of the provisions of these land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these land development regulations and would work unnecessary and undue hardship on the applicant; and
- E. The variance is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- F. The variance will be in harmony with the general intent and purpose of these land development regulations, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
- G. The variance does not authorize a use of land that is prohibited in the underlying zoning district.

Sec. 5.01. Factors to be excluded from consideration.

The following shall not be considered by the board of adjustment in its evaluation of an application for a variance:

- A. Any nonconforming use or structures in any zoning district; and
- B. Any permitted use of lands, structures or buildings in other zoning districts.

Sec. 5.02. Duration of approval.

If the board of ~~adjustment~~ does not specify otherwise, development pursuant to a variance must commence within 12 months of the date of the approval and shall be completed within 12 months of the date of commencement. If development does not commence within the required period, the variance approval shall expire.

DIVISION 7. UNIFORM DEVELOPMENT REVIEW PROCEDURE

Section 7. Article X, Division 7, “Uniform Development Review Procedure,” Sections

7.02, 7.04 and 7.05 are hereby amended to read as follows:

Sec. 7.02. Determination of required review.

The administrative official shall review the application and determine which level of review (administrative, ~~impact review committee~~, ~~board of adjustment~~, or town commission) is required by these land development regulations.

- A. *Administrative review.* If administrative review is required, the administrative official shall process the application according to the standards set forth in these land development regulations.
- B. ~~Impact review committee~~, board of adjustment, or town commission review. If ~~impact review committee~~, ~~board of adjustment~~, or town commission review is required, the administrative official shall prepare a report and recommendations regarding the application, summarizing the application, describing whether it complies with these land development regulations, and recommending approval, approval with conditions, or denial.

Sec. 7.04. Notice of public hearing.

- C. Notice of ~~impact review committee~~ board hearings which are held at the request of a property owner pursuant to article x, section 1.02 (B) shall be posted and mailed not less than ten days prior to the hearing of the ~~impact review committee~~ board.

Sec. 7.05. Review and recommendations at quasi-judicial public hearing.

If the application requires review and recommendations by quasi-judicial public hearing, the reviewing body shall hear the application as follows:

- A. The members of the board of adjustment or local planning agency shall disclose any ex parte communication pursuant to article I, section 4.01.
- B. The administrative official shall present its a report and recommendations on each application.
- C. The applicant shall have the opportunity to present evidence and/or argument in support of the application.
- D. Any substantially affected person shall have the opportunity to present evidence and/or argument in support of or in opposition to the application.
- E. Any other person in attendance shall have the opportunity to present evidence and/or argument in support of or in opposition to the application.
- F. The town, the applicant, and any substantially affected person shall have the opportunity for cross-examination.
- G. After the public hearing is closed, the board of adjustment or local planning agency shall determine whether to recommend approval, approval with conditions, or denial based on the standards that are applicable to the application.

Section 8. Article X, Division 8, "Appeals," Sections 8.00 and 8.02 is hereby amended to read as follows:

DIVISION 8. APPEALS

Sec. 8.00. Authority and purpose.

- A. The ~~town commission~~ board shall hear appeals from any requirement, decision or determination made by the administrative official, including interpretations, approval or denial of applications, conditions of development approval, and decisions made with regard to the enforcement of these regulations.
- B. The town commission is authorized to:
 - 4. Hear appeals from decision of the board of adjustment.
 - 2. ~~Hear appeals from decisions of the impact review committee.~~

Sec. 8.02. Appeal period.

All appeals shall be filed in writing within 30 days after rendition of the order, requirement, decision, or determination from which such appeal is taken, or the right to appeal shall be barred. An order shall be considered rendered for purposes of an appeal

from the administrative official on the date the administrative official makes a determination in writing relating to the matter under appeal and, in the case of an appeal from the ~~impact review committee~~ or board of adjustment; the order shall be considered rendered on the date the ~~impact review committee~~ or board of adjustment's written development order.

Section 9. Chapter 19, "Fire Prevention and Protection Code," Article 1, Section 19.9 "Appeals" is hereby amended to read as follows:

Sec. 19-9. Appeals.

- (a) ~~Board of adjustment.~~ Appeals of the fire code shall be made to the board of adjustment.
- (b) *Fire marshal order stayed.* Pending final decision of the board of adjustment, the order of the fire marshal shall be stayed unless, in the opinion of the fire marshal, there is a distinct fire hazard to life or the property of others based on available data.
- (c) *Appeals to town commission.* Appeals from the board of adjustment will shall be made to the town commission.

Section 10. Repeal of ordinances in conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 11. Severability.

If any court of competent jurisdiction holds any word, part, section, paragraph or provision hereof to be unlawful or unconstitutional, such ruling or finding shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

Section 12. Codification.

This ordinance shall may be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 13. Effective Date.

This ordinance shall become effective immediately upon execution.

(continued on next page)

PASSED UPON FIRST READING ON THE ____ DAY OF _____ 2025. PASSED AND
ADOPTED UPON SECOND READING ON THE ____ DAY OF _____ 2025.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor, Penelope Townsend

Vice Mayor, Anne Scott

Commissioner, Marshall Field VI

Commissioner, Patricia Warner

Commissioner, Joseph Taddeo

ATTEST:

Town Clerk, Kimberly Kogos

#6749447 v1 18270-00002

ORDINANCE 412

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE X, SECTION 3.07 (g) "DOCK LIGHTING"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the Town's Land Development Regulations (LDR) are codified in Appendix A of the Town's Code of Ordinances (Code); and,

WHEREAS, the Town Commission has determined that a revision to the dock lighting provisions contained in the Town's LDR are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. Article IV, Division III, Section 3.07(g) is hereby amended to read as follows:

Sec. 3.07(G) – Dock Lighting

Dock lighting. These standards govern new and replacement dock lighting and shall not apply to existing dock lighting, except for items (2)(c) and (2)(i).

1. Definitions:

- *Dock lighting*: (1) that is used to provide a level of illumination to safely ingress and egress docks on and from a property, which includes, dock/piling-mounted light fixtures; (2) Security lighting; and (3) fishing lighting, which includes down-lighting fixtures into water (a.k.a. Snook Light, Goose neck, Bracket bar, Cobra head, etc.) and underwater/submersible fixtures.
 - *Security lighting*: Lighting that is used to provide a level of illumination of a dock during security or emergency events, identify persons or objects (detection) or create a psychological deterrent to unwanted or criminal activity on the dock (deterrent). Security lighting is stand-by lighting, such as motion-actuated lights or lighting operated by switch or alarm. Security lighting shall be activated only by motion activation or during security or emergency events and will remain off during other times.
 - *Lumen*: The unit of measurement used to quantify the amount of light produced by a bulb or emitted from a fixture. The lumen rating associated with a given lamp is generally indicated on its packaging or may be obtained from the manufacturer.
 - *Special RCD lighting*: Lighting provided in connection with properties located within the Recreation Club District (RCD).
2. In all cases, dock lighting associated with a specific property is to have minimal, if any, effect upon the adjoining properties as well as on any adjacent public rights-of-way. The following standards should be applied to all dock lighting projects, other than security lighting, which shall only be subject to subsection b.
- a. All lighting shall be designed to prevent misdirected or excessive artificial light.
 - b. All lighting fixtures shall have a glare shield, and the point source of light shall not be directly visible from adjacent properties. This includes, without limitations dock/piling-mounted light fixtures, down-lighting fixture into water (a.k.a. Snook Light, Goose neck, Bracket bar, Cobra head, etc.), underwater/submersible lighting fixture, flag poles, and security lighting.
 - c. Metal halide bulbs, high-intensity bulbs such as high-pressure sodium, and mercury vapor bulbs are prohibited.
 - d. Special RCD lighting and marine navigation lights are exempt from this section.
 - e. Plans, specifications, records and reports of a "security system plan" are exempt under F.S. § 119.07(1) and § 24(a), Article I of the State Constitution.
 - f. Maximum lumens per single dock/piling-mounted lighting fixture shall not exceed 300 lumens; maximum lumens per single down-lighting fixture (a.k.a. Snook Light, Goose neck, Bracket bar, Cobra head, etc.) shall not exceed 500 lumens; and

maximum lumens per single underwater/submergible light shall not exceed 10,000 lumens.

- g. Dock/piling-mounted lighting fixtures shall not exceed one per dock piling; down-lighting fixtures (a.k.a. Snook Light, Goose neck, Bracket bar, Cobra head, etc.) shall not exceed two per dock; and underwater/submergible light fixtures must be white in color and shall not exceed two per dock
- h. Dock/piling-mounted lighting and down-lighting fixture(s) shall be mounted no higher than eight feet above mean high water. When used to illuminate the beginning and/or end of a dock, only one pole light at each section may be permitted and shall be installed no higher than eight feet above top of dock deck.
- i. Other than the colors for snook light or navigational lights, the only color of lighting permitted is white. Multicolor and/or flashing light fixtures shall be prohibited.
- j. All lighting project applicants must submit the Town of Jupiter Island Dock Lighting Self-Certification Form to the building department.

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

Section 4. Repeal of laws in conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall take effect upon its execution.

(Continued on next page)

**PASSED UPON FIRST READING ON THE ____ DAY OF ____ 2025. PASSED AND
ADOPTED UPON SECOND READING ON THE ____ DAY OF ____ 2024.**

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor, Penelope Townsend

Vice Mayor, Anne Scott

Commissioner, Marshall Field VI

Commissioner, Patricia Warner

Commissioner, Joseph Taddeo

ATTEST:

Town Clerk, Kimberly Kogos



TOWN OF JUPITER ISLAND

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager *RG*

CC: Kimberly Kogos, Town Clerk

From: John Duchock, Asst. Town Manager

RE: Agenda Item No. 8 – Beautification Fund Authorization

Date: 7/2/2025

Background:

During the May 2025 meeting, the Town Commission authorized expenditure of up to \$100,000 from the Beautification Fund for the following:

1. Locate, acquire, and plant ten (10), 200-gallon size strangler fig trees (\$80,000)
2. Engage with a nursery to initiate a contract to grow 140 strangler fig trees (\$5,000)
3. Retain King Tree Service for consulting services (\$15,000)

Town staff have solicited quotes for the ten strangler fig trees to be planted as replacement trees along the entrance to Town Hall. Consultation with King Tree Services has altered the approach to planting the new trees. Instead of planting between (interplant) the existing ficus trees, it is recommended that the existing trees be taken down entirely and the new trees be planted in the same locations. This recommendation is based on the close proximity and limited space between the existing trees which would restrict new tree growth and health.

Prior to consultation with King Tree, the preferred approach endorsed by the Beautification Committee was to interplant. Following the consultation, an additional meeting was scheduled for the Beautification Committee to review and further discuss this approach, however, an unexpected cancellation prevented a quorum, including three members in person.

In the interest of advancing this project, Town staff has finalized quotes for the following work related to the Town Hall entrance:

- Purchase, transport, and plant ten (10) strangler fig trees (16' to 18' tall) at a cost of \$9,500 (quoted price).
- Remove and stump grind eleven (11) ficus trees at a cost of \$13,450 (quoted price).
- Irrigation repairs associated with work estimated at \$1,000.
- TOTAL COST: \$23,950

It is noted that the total amount is below the threshold for Commission spending authorization as a stand-alone project. Discussions with the Chair of the Beautification Committee indicated a desire to reserve the Beautification Fund expenditure for use in supporting the larger ficus allée project along Bridge Road, rather than the Town Hall entrance project.

Request:

In order to advance the replacement of the ten trees along the Town Hall entrance, Town staff is seeking direction from the Commission on the previously authorized use of the Beautification Funds. Because the planting approach was not endorsed by the Beautification Committee, and because the cost to complete the Town Hall entrance is well below expectation, there is an option to complete the Town Hall entrance using funds from the Town's annual budget for grounds projects.



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager *RG*
CC: Kimberly Kogos, Town Clerk
From: John Duchock, Asst. Town Manager
RE: Agenda Item 9. – Road Resurfacing Contract (Martin County/Sunshine Land Design)
Date: 7/2/2025

Department: Public Works

Prepared by: John Duchock

Requested by:

Legal Sufficiency Review: Thomas J. Baird, Jones Foster PA

Contract Title: Road Resurfacing Contract (Piggyback)

1. Executive Summary: This is a piggyback contract for road resurfacing, awarded to Sunshine Land Design by Martin County on April 18, 2023. The primary goal is to secure qualified and responsive contractors to repair and maintain the Town's paved surface streets and parking lots. A secondary goal is to address ongoing sidewalk repair and replacement needs which may also be serviced under this contract.

The capital infrastructure needs for the Town, SMRU, and Beach District require periodic bidding of services to qualified contractors. Projects are usually small to medium scale, and quantities do not always result in the prices that would typically be received for larger projects. Martin County routinely bids services for these types of projects to the open market as a unit price contract with work to be assigned on a task order basis. These types of contracts have previously been adopted by the Town via piggyback method for other services such as underground utility construction services for SMRU. The piggyback method is an efficient way of adopting prices for contracts that have been recently and competitively bid by others.

Martin County selected Sunshine Land Design as a continuing service provider with an initial term of three (3) years with two, optional, one-year renewals. Sunshine Land Design has successfully completed paving projects on Jupiter Island in the past under previous piggyback contracts. Sunshine Land Design has agreed to extend the same services, terms, and pricing to the Town.

Project was publicly bid: Martin County (2023)
Estimated Maximum Contract Value: \$1,000,000
Maximum Contract Term: April 2028

2. Fiscal Impact: Funding for road repair and maintenance is allocated within the Town's General Fund. For the remainder of the contract period (through April 2028), it is estimated that between \$600,000 and \$800,000 will be required to resurface Town roads.
3. Recommended Action: Staff requests that the Town Commission approve the requested piggyback contract for road resurfacing in accordance with the price schedule set in Martin County contract (RFB#2023-3487). Work orders solicited under this contract that exceed \$35,000.00 will be presented to the Town Commission for approval in accordance with the Town's finance policies and procedures.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025, by and between the Town of Jupiter Island, Florida, a municipal corporation of the State of Florida, hereinafter the “Town” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and **Sunshine Land Design, Inc.**, a Florida corporation, hereinafter “Contractor” with its principal address at **3291 SE Lionel Terrace, Stuart, FL 34997**.

WITNESSETH:

WHEREAS, Martin County, Florida (“MCF”) accepted Contractor’s bid for roadway resurfacing, pursuant to RFB#2023-3487 (“Roadway Resurfacing”), an executed an agreement with Contractor, with an effective date of April 18, 2023, pursuant to a competitive public solicitation (the “MCF Bid”); and

WHEREAS, the MCF Bid package included formal contract documents binding upon the Contractor, the “MCF Contract Documents”; and,

WHEREAS, Martin County’s solicitation for roadway resurfacing and the Contractor’s response to the MCF Bid both contemplated that cooperative purchasing by other governmental entities would be permitted; and,

WHEREAS, the Town desires to obtain roadway and infrastructure services from Contractor for the same roadway resurfacing services at the same pricing; and,

WHEREAS, as the Roadway Resurfacing services contained in the MCF Contract Documents agreed to by the Contractor are substantially the same as the roadway resurfacing services desired by the Town; and,

WHEREAS, the Town and Contractor have agreed to adopt the MCF Contract Documents, with certain minor modifications as further described herein as the basis for this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement.

II. AMENDMENTS

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and are deemed to be a part of this Agreement, subject only to the modifications set forth below:

1. General. Wherever provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the contracting party, these terms shall be replaced with “Town of Jupiter Island, Florida, or “Town.” Where provisions of the MCF Agreement refer to “Agreement” or “Contract”, these terms shall mean this Agreement. Where the provisions of the MCF Contract Documents refer to the MCF “Purchasing Department”, this term shall mean the Town’s Director of Public Works.
2. Term. Per MCF Contract Documents, the effective date of the Martin County agreement is April 18, 2023, and the initial three-year term of the agreement shall end on April 18, 2026. The MCF Contract Documents permit renewals of the term for up to two, additional one-year terms. The parties hereto agree that this Agreement may be renewed for up to two additional terms as provided in the MCF Contract Documents, upon mutual agreement of the parties hereto. This Agreement shall not extend beyond five-years set forth in the MCF Contract Term and shall expire on or before April 18, 2028, unless terminated by the Town in accordance with section 13, below.
3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable to the Town during the term, or any renewal term of this Agreement.
4. Project Purchase Orders.
 - A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Town shall initiate work assignments for services by providing Contractor with a written “Work Assignment”.
 - B. Each Work Assignment shall set forth, among other things, the following:
 - i. The scope of the services requested;
 - ii. Any deliverables;
 - iii. The time and schedule of performance of the services;
 - iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
 - v. Any modifications to this Agreement, if mutually agreed upon by the parties.
 - C. The services to be rendered by Contractor shall commence subsequent to the Town’s execution of a Work Assignment. Contractor’s services shall be performed, completed and submitted to the Town as specified in the executed Work Assignment.
 - D. Each Work Assignment shall be sequentially numbered and shall be subject to Town’s approval prior to a Notice-to-Proceed being issued. The

terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.

5. Invoices. Applications for payments for services rendered under the Agreement shall be submitted to the following:

John Duchock, PE,
Public Works Department
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

6. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

III. MISCELLANEOUS

The following provisions are incorporated into this Agreement.

7. Notice. All notices or other written communications in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and written communications to the Town:

John Duchock, PE,
Public Works Department
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

For notices and written communications to Contractor:

Margaret Fenton
Vice President
Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997
Email: Mfenton@sunshinelanddesign.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and written communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and agrees that it shall not acquire any interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder, as provided for in Florida Statutes 112.311. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates into this Agreement, the warranties and representations in the MCF Agreement. Prior to performance of any services under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Town a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

13. Termination. Town may terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Any services in progress shall be completed.
14. Venue. The parties agree that the exclusive venue for any disputes arising under this Agreement shall be in the 19th Judicial Circuit Court, and specifically the circuit court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(TOWN SEAL)

By: _____
Penelope Townsend
Its Mayor

SUNSHINE LAND DESIGN, INC.

By: _____
Margaret Fenton, Vice President
Its Authorized Representative

#6610653 v1 18270-00002



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 18th day of April in the year, 2023, between:

MARTIN COUNTY, a political subdivision of the State of Florida, through its BOARD OF COUNTY COMMISSIONERS (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Sunshine Land Design, Inc.
(hereinafter CONTRACTOR) 3291 SE Lionel Terrace
Stuart, FL. 34997

Contract Name: Roadway Resurfacing

Contract Number: RFB2023-3487

Not to Exceed Amount: \$25,000,000.00
(to all vendors combined over a maximum five (5) year period)

Contract Term: Three (3) years plus two (2) 1-year renewal options
(Not to exceed 5 years)

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ARTICLE 1 DEFINITIONS

Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Actual Costs. The real Project costs attributable to:

- A. labor, including social security, insurance, fringe benefits required by Agreement or custom, and workers' compensation insurance;
- B. materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- C. rental machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;
- D. premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- E. field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

1.2 Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

1.3 Agreement. The written instrument which is evidence of the Agreement between the COUNTY and the CONTRACTOR covering the Work. Also referred to as "Contract".

1.4 Bid Package. The Bid Advertisement, Instructions to Bidders, all Addenda, the Bonds, the Notice of Award, and the Notice to Proceed.

1.5 Bonds. The performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the laws of Florida.

1.6 Change Order. A written document, which is signed by the CONTRACTOR and the COUNTY, that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.7 Claim. Any action, change order, demand, invoice, lawsuit, request, or statement, for money, property, or services made to any agent, employee, or officer of the County. Claim does not include tort claims as that term is used in Section 768.28(5), Fla. Stat., as amended from time to time.

1.8 Contract Documents. The documents that establish the rights and obligations of the parties and include the following:

- A. the Agreement (including Exhibits);

- B. the CONTRACTOR's entire completed Bid Package;
- C. the Design Documents;
- D. the Bid Package; and
- E. the approved submittals, and other documents provided by, through, or under the CONTRACTOR that fix, depict, and/or describe the size, quality and character of the Project; however, Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.9 Contract Price. The monies paid to the CONTRACTOR under the Contract Documents.

1.10 Contract Times. The number of days or the dates stated in the Agreement to: (A) achieve Substantial Completion; and (B) complete the Work so that it is ready for final payment as evidenced by the COUNTY's written recommendation of final payment.

1.11 CONTRACTOR. The individual or entity with whom the COUNTY has entered into this Agreement.

1.12 Day. A calendar day unless noted otherwise.

1.13 Drawings. That part of the Contract Documents prepared or approved by an engineer that graphically shows the scope, extent, and character of the Work to be performed by the CONTRACTOR (Shop Drawings or other the CONTRACTOR submittals are not Drawings). Also referred to as Construction Plans.

1.14 Effective Date of the Agreement. The date indicated in the Agreement on which it becomes effective (if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties).

1.15 Field Order. A written order issued by the COUNTY that requires minor changes in the Work and may involve a minor change in the Contract Price or the Contract Time.

1.16 Final Completion or Final Acceptance. The completion of all the Work called for under the Contract Documents, including, but not limited to:

- A. satisfactory operation of all equipment supplied by the CONTRACTOR;
- B. correction of all punch list items to the satisfaction of the COUNTY;
- C. payment of all trade contractors, subcontractors, and materialmen;
- D. settlement of all claims, if any;
- E. payment and release of all mechanic's, materialmen's, and similar liens;
- F. delivery of all guarantees, equipment operation and maintenance manuals, Record Drawings, required certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and

G. removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.

1.17 Notice to Proceed. A written notice given by the COUNTY to the CONTRACTOR fixing the date on which the Contract Times will commence and on which the CONTRACTOR shall start to perform the Work under the Contract Documents.

1.18 Project Manager. The individual appointed by and acting on behalf of the COUNTY for the duration of the Project; the individual that is responsible for receiving the Applications for Payments from the CONTRACTOR on behalf of the COUNTY.

1.19 Public Record. All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.

1.20 Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.21 Shop Drawings. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of the Work.

1.22 Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.23 Substantial Completion. For the purpose of this Agreement, and for the compliance of those procedures, duties and obligations as set forth in the Florida Statutes' "Local Government Prompt Payment Act", the term "Substantial Completion" is defined as that point where the COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the COUNTY is able to utilize the entire the Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in Exhibits (if any). The Project should be completed to the point that the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (A) the items that affect operational integrity and function of the Project must be capable of continuous use; (B) all permits and other regulatory requirements must be satisfied; and (C) where required, a Certificate of Occupancy must be issued.

1.24 Superintendent. The individual appointed by and acting on behalf of the CONTRACTOR, as approved by the COUNTY, for the duration of the Project.

1.25 Surety. The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States

Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better.

1.26 Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

1.27 Unit Price Work. Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

1.28 Work Order. A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

ARTICLE 2 WORK / PRELIMINARY REQUIREMENTS

2.1 The CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, permitting, regulatory matters, environmental mitigation, traffic control, accounting, coordination, and construction of the Project, more specifically described in the Design Documents, as applicable.

2.2 The CONTRACTOR shall be responsible to produce a color audio-visual recording of the Project site prior to construction and upon completion of construction. The CONTRACTOR shall provide the audio-visual recordings on a DVD or USB Flash Drive/Thumb Drive. The purpose of the audio-visual recording is to document the condition of the Project site prior to construction with attention focused on the existence of any faults, fractures, or defects. Therefore, the recording shall be produced by a skilled videographer that is regularly engaged in the production of pre-construction recordings. The video recording shall be produced with sharp picture and accurate colors and shall be free of vibrations, distortion, or other significant picture imperfections; it shall be recorded during daylight hours and when the Project site is free of debris or obstructions. The pan rate, rate of travel, camera height, and zoom rate shall be maintained steady and clear at all times. The audio commentary shall be produced with proper volume and clarity and shall be free of distortion; it shall be simultaneously recorded with the video to assist the COUNTY with the orientation, location, identification, and description of the recorded features that are included in or adjacent to the Project site, which include, but are not limited to: (A) each side of the roadways; (B) sidewalks, bicycle paths, and other modes of transportation facilities; (C) buildings, walls, retaining walls, and seawalls; (D) elements of the stormwater management system, including ponds, culvert ends, and visible drainage structures; and (E) landscaping/trees, visible components of the irrigation system, and fencing.

2.3 Prior to the issuance of the Notice to Proceed, the COUNTY shall schedule a pre-construction meeting with the CONTRACTOR. At the pre-construction meeting, the CONTRACTOR shall submit for the COUNTY's review its audio-visual recording of the Project site, the proposed Critical Path Method (CPM) Schedule, the Final Schedule of Values, personnel and subcontractor lists, and the proposed mobilization requirements. It is the intent

of the pre-construction meeting to ensure that the Project Manager and the Superintendent have a clear understanding of the proposed Work and the requirements of this Agreement and to establish the appropriate Date of Commencement, which may or may not coincide with the date of the pre-construction meeting.

2.4 The Date of Commencement of the Work shall be the date indicated in the Notice to Proceed. The Notice to Proceed shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Agreement together with the Bonds and Insurance Certificates required in accordance with the Agreement and the Martin County Board of County Commissioners has approved this Agreement. No Work shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, the CONTRACTOR may commence to perform the Work.

2.5 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
- C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- E. *Subcontracts*. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3 CONTRACT PRICE; TERM

3.1 The COUNTY shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the COUNTY.

3.2 The CONTRACTOR fully understands that the Lump Sum and/or Unit Price for all items includes a sufficient allowance for the completion of all Work associated with the Project, as depicted in the Contract Documents, including, but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, County inspections, machinery, equipment, tools, utility coordination, clean up, and other means of construction necessary to complete the Work in accordance with all applicable regulatory agencies.

3.3 Term. This Agreement shall be in effect from the effective date listed on page 1 of this Agreement.

3.4 The Two 1-Year Renewal Options. As stated on page 1 of this Agreement, there are two 1-year renewal options. Specifically, the COUNTY may, or may not, ***in its sole discretion***, exercise the option of renewing this Agreement for one additional year on or before the end of the Contract Term, and if the County exercises its option of renewing this Agreement for one additional year, at or before the expiration of the additional year, the COUNTY may, or may not, in its sole discretion, exercise the option of renewing this Agreement for another year. Nothing herein shall be construed to mean CONTRACTOR is entitled or has a legal right to a renewal. This Agreement shall expire on the last day of the Contract Term or after the first or second additional year as applicable. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Agreement is contradictory to such laws, rules, and

regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any the Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 The CONTRACTOR understands and acknowledges that all documents and materials provided with the Request for Bid (RFB) package and any addenda are general and preliminary, and that the CONTRACTOR shall not rely on the accuracy or completeness thereof. The CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 The CONTRACTOR shall be responsible to the COUNTY for acts and omissions of the CONTRACTOR and the CONTRACTOR's agents, employees, professionals, subconsultants, subcontractors, and all other parties performing the Work by, through, and under the CONTRACTOR.

4.5 The CONTRACTOR shall be responsible for the management, coordination and supervision of all construction means, methods, techniques, sequences, and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every professional, subconsultant and subcontractor to the applicable terms and conditions of the Agreement, for the benefit of the COUNTY.

4.7 The CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized, and financed to perform such the Work.

4.8 The CONTRACTOR shall act as an independent contractor and not as the agent of the COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. A Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Superintendent of the CONTRACTOR shall be mailed to the address set forth in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Superintendent of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Superintendent shall have full authority to receive instructions from the Owner and/or

Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall perform at least 30% (thirty percent) of the total amount of the Work in-house. The foregoing 30% (thirty percent) is exclusive of general conditions and material ordered for work performed by sublets.

4.11 The CONTRACTOR shall not employ any subcontractor or Consultant against whom the COUNTY may have reasonable objection in the COUNTY'S sole discretion.

4.12 The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners, or shareholders holding ten 10% (ten percent) or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or 10% (ten percent) plus shareholder) any person, entity, subcontractor, consultant, design professional, materialmen, supplier, or any other subcontractor performing the Work or the Project. The CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any agreement on this the Project in which it has a common financial interest.

4.13 The CONTRACTOR shall keep on-site one record copy of all Drawings, Specifications, Addenda, Modifications, and Shop Drawings that is annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents, thus creating Record Drawings, and the Record Drawings are accepted by the COUNTY.

4.14 The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Standards of Practice established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing. Unless the COUNTY agrees otherwise in writing, the Adobe Acrobat® file shall be digitally signed by the Professional Engineer or Surveyor and Mapper, licensed in the State of Florida.

4.15 The CONTRACTOR shall, at its expense, attend any and all meetings called by the COUNTY to discuss the Work under the Agreement.

4.16 The CONTRACTOR shall not establish and shall not allow its employees to engage in any non-Project related commercial activities on the Project site.

4.17 The CONTRACTOR shall, at its expense, arrange for, develop, and maintain all utilities required to execute the Work. Such utilities shall be furnished by the CONTRACTOR at no additional cost to the COUNTY, including, but not be limited to: telephone service for the CONTRACTOR's use; construction power; and potable water, and sanitary sewer. Prior to Final Acceptance of the Work, the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement.

4.18 The CONTRACTOR shall be responsible for the proper control, maintenance, and detour of traffic in the construction area, at all times during the course of the Work. Contractor shall provide and maintain Temporary Traffic Control (TTC) / Maintenance of Traffic (MOT) by a certified Advanced Work Zone Traffic Control officer. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR's responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Bid reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper control, maintenance, detour of traffic. The CONTRACTOR shall notify all such agencies and the COUNTY at least 7 (seven) days in advance of any traffic detour. No road closures will be permitted unless approved by the COUNTY. The CONTRACTOR shall notify all such agencies and the COUNTY at least 14 (fourteen) days in advance of any road closure.

4.19 The CONTRACTOR is responsible for adequate NPDES-compliant drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed. Stabilization measures, as defined by the State of Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities, as amended, shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

4.20 The CONTRACTOR shall ensure that all fire hydrants on or adjacent to the Project shall be kept accessible and no obstruction shall be placed within fifteen feet of any hydrant.

4.21 The CONTRACTOR shall ensure that heavy equipment is not operated close enough to COUNTY assets or other structures to cause their displacement.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Fla. Stat. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, Fla. Stat., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5 PAYMENT

5.1 A Schedule of Values shall be approved by the COUNTY prior to the commencement of the Work. The approved Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Unit Price Work will be based on the number of units completed.

5.2 Applications for Payments

- A. The CONTRACTOR shall submit to the COUNTY for review, an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents. Such supporting documents shall include but not be limited to: (i) a current release from the CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and (ii) a monthly dated Critical Path Method (CPM) Schedule for the Project. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR's entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the COUNTY's interest therein, all of which must be satisfactory to the COUNTY.
- B. Beginning with the second Application for Payment, each Application shall include:
- (i) an affidavit by the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the CONTRACTOR's legitimate obligations associated with prior Applications for Payment and
 - (ii) a "Conditional Waiver of Right to Claim Against Payment Bond and Martin County" completed by the CONTRACTOR and all subcontractors.
- C. Pursuant to Section 255.078(1), Fla. Stat., the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Fla. Stat., the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, Fla. Stat., or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.
- D. The Application for Final Payment shall be made after the CONTRACTOR has, in the opinion of the COUNTY, satisfactorily completed all corrections identified during the Final Inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, and other documents.
- E. The Application for Final Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to the COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.
- F. In lieu of the releases or waivers of Liens and as approved by the COUNTY, the CONTRACTOR may furnish receipts or releases in full and an affidavit of the

CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the COUNTY or the COUNTY's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the COUNTY to indemnify the COUNTY against any Lien.

5.3 Review of Applications

- A. The COUNTY's approval of any payment requested in an Application for Payment will constitute a representation by the COUNTY that to the best of the COUNTY's knowledge, information and belief:
- (i) the Work has progressed to the point indicated;
 - (ii) the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price the Work, and to any other qualifications stated in the recommendation); and
 - (iii) the conditions precedent to the CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the COUNTY's responsibility to observe the Work.
- B. The COUNTY's approval of any payment requested in an Application for Payment will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work performed have been exhaustive, extended to every aspect of the Work, or were detailed inspections of the Work; or (ii) there may not be other matters or issues between the parties that might entitle the CONTRACTOR to be paid additionally by the COUNTY or entitle the COUNTY to withhold payment to the CONTRACTOR.
- C. The COUNTY may reject the payment request or invoice within 20 (twenty) days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application.
- D. The COUNTY may refuse to make payment of the full amount because:
- (i) claims have been made against the COUNTY on account of the CONTRACTOR's performance or furnishing of the Work;
 - (ii) Liens have been filed in connection with the Work, except where the CONTRACTOR has delivered a specific Bond satisfactory to the COUNTY to secure the satisfaction and discharge of such Liens;

(iii) there are other items entitling the COUNTY to a set-off against the amount recommended.

(iv) the Work is defective or the completed Work has been damaged, requiring correction or replacement;

(v) the Work for which payment is requested cannot be verified;

(vi) the CONTRACTOR failed to make proper payments to subcontractor(s) for labor, materials or equipment in connection with the Work;

(vii) the Contract Price has been reduced because of modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(viii) the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;

(ix) the CONTRACTOR failed to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;

(x) of any other breach of, default under, violation of, or failure to comply with the provisions of the Contract Documents.

- E. If the COUNTY refuses to make payment of the full amount, the COUNTY must give the CONTRACTOR written notice within 10 (ten) days of receipt of invoice stating the reasons for such action and promptly pay the CONTRACTOR any amount remaining after deduction of the amount so withheld. The COUNTY shall promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the COUNTY and the CONTRACTOR, when the CONTRACTOR corrects the reasons for such action to the COUNTY's satisfaction.

5.4 All payments made to the CONTRACTOR, whether Progress or Final, shall be in strict accordance with the "Local Government Prompt Payment Act" addressing payment, retainage, and punchlist procedures for the performance of the Work.

5.5 The CONTRACTOR warrants and guarantees that title to all the Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.6 The CONTRACTOR shall promptly pay all subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR. The CONTRACTOR shall, by appropriate agreement with each subcontractor or other person, require each subcontractor or other person to make payments to sub-subcontractors in similar manner.

5.7 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.8 In accordance with the provisions of §255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by §713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for or to induce payment of a progress payment or a final payment, such waivers shall comply with the form set forth in §255.05, Florida Statutes, as amended from time to time.

5.9 If one or more Notice of Non-Payment is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a Release of Claim for each Notice of Non-Payment has been submitted to the COUNTY. Upon request, the CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If the CONTRACTOR fails to satisfy the non-payment, the COUNTY may make payment and back-charge the CONTRACTOR for any and all costs associated with such payment.

5.10 If at any time during the progress of the Work, the CONTRACTOR's actual progress is inadequate to meet the requirements of the Agreement, the COUNTY may, but is not required to, notify the CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of the CONTRACTOR:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
- C. Reschedule the Work in conformance with the specification requirements.

5.11 Neither such notice by the COUNTY nor the COUNTY's failure to issue such notice shall relieve the CONTRACTOR of its obligation to achieve the quality of the Work and rate of progress required by the Agreement.

ARTICLE 6 TIME OF PERFORMANCE

TIME IS OF THE ESSENCE UNDER THIS AGREEMENT.

6.1 Prior to requesting an inspection for Substantial Completion the CONTRACTOR shall confirm that:

- A. All construction is complete, the project components are clean, and all systems fully functional.
- B. All utilities are installed or adjusted, as required, and are fully functional.
- C. The Project site is clear of the CONTRACTOR's excess equipment, temporary facilities and/or trailers.

- D. All operations and maintenance manuals for all equipment have been delivered to the COUNTY.
- E. All operations and maintenance training related literature, software, and back-up disks have been delivered to the COUNTY.
- F. All manufacturers' certifications and warranties have been delivered to the COUNTY.
- G. All required spare parts, materials, as well as any special measuring devices and tools have been delivered to the COUNTY.

6.2 The COUNTY shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but the COUNTY shall allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

6.3 When the CONTRACTOR considers the Work ready for its intended use, the CONTRACTOR shall notify the COUNTY, in writing, that the Work is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the COUNTY issue a certificate of Substantial Completion. Promptly thereafter, the COUNTY and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. For the purpose of this Agreement, and for the compliance of those procedures, duties, and obligations as set forth in §218.70 et seq. and §218.735 et seq., Florida Statutes, the term "Substantial Completion" is defined as that point where the COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety, and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If the COUNTY does not consider the Work substantially complete, the COUNTY will notify the CONTRACTOR in writing giving the reasons therefore. If the COUNTY considers the Work substantially complete, the COUNTY will issue and deliver to the CONTRACTOR a certificate of Substantial Completion, which shall fix the date of Substantial Completion. In addition to §218.735(7)(a), Florida Statutes, punch list procedures for construction projects having an estimated cost of less than \$10,000,000 (ten million dollars) to render the Work complete, satisfactory, and acceptable are established as follows:

- A. The intent of this section is for the COUNTY and the CONTRACTOR to cooperate to develop a Final Punchlist no later than 30 (thirty) days from the date of reaching Substantial Completion.
- B. Within 5 (five) days of Substantial Completion of the Project, the CONTRACTOR shall schedule a walkthrough with the COUNTY ("Punchlist Walkthrough"). The purpose of the Punchlist Walkthrough is to determine that the project has achieved Substantial Completion, and if so, to develop a Punchlist of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and the COUNTY during the Punchlist Walkthrough. The COUNTY shall issue the Final Punchlist within 30 (thirty) days of the Substantial Completion date.

- C. The CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Punchlist Walkthrough itself or within 25 (twenty-five) days from the date of the Punchlist Walkthrough.
- D. No more than 20 (twenty) days following the issuance of the Final Punchlist, the CONTRACTOR shall again initiate and request a second walkthrough ("Final Walkthrough") of the Project with the COUNTY. The purpose of the Final Walkthrough is to identify which items on the Punchlist remain incomplete and to supplement that list as legally necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Punchlist.
- E. The CONTRACTOR shall complete the Final Punchlist items within 30 (thirty) days of the date of its issuance by the COUNTY.
- F. In no event may the CONTRACTOR request payment of final retainage under §218.735(7)(e), Florida Statutes, until the CONTRACTOR considers the Final Punchlist to be 100% (one hundred percent) complete.
- G. The CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as: (i) the Final Punchlist is 100% (one hundred percent) complete; and (ii) the COUNTY has been able to operate or utilize the affected punchlist item for 15 (fifteen) days, whichever occurs last.
- H. The CONTRACTOR acknowledges and agrees that the COUNTY may, at their option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such lists prior to Substantial Completion is to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by the COUNTY during performance of the Work.
- I. The CONTRACTOR acknowledges and agrees that in calculating 150% (one hundred fifty percent) of the amount which may be withheld by the COUNTY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by §218.735(7)(e), Florida Statutes, the COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such the Work activity, but rather total costs are based upon the cost of completing the Work activity based upon market conditions at the time of Final Punchlist completion.

6.4 If Substantial Completion has not been obtained at the Punchlist Walkthrough inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the timeframe established.

6.5 Use by the COUNTY, at the COUNTY's option, of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which the COUNTY and the CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the COUNTY for its intended purpose without significant interference with the CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

A. The COUNTY may request, in writing, the CONTRACTOR permit the COUNTY to use any such part of the Work which the COUNTY believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees that such part of the Work is ready for its intended use and substantially complete, the CONTRACTOR will certify to the COUNTY that such part of the Work is substantially complete and will request the COUNTY issue a certificate of Substantial Completion for that part of the Work. The CONTRACTOR may notify, in writing, the COUNTY that the CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request the COUNTY issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either a request or notification is made, the COUNTY and the CONTRACTOR shall inspect that part of the Work to determine its status of completion. If the COUNTY does not consider that part of the Work to be substantially complete, the COUNTY will notify the CONTRACTOR in writing giving the reasons therefore.

B. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of this Agreement regarding property insurance.

6.6 Upon written notice from the CONTRACTOR that the entire Work, or an agreed portion thereof, is complete, the COUNTY will promptly make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The CONTRACTOR shall immediately take such measures necessary to complete such Work or remedy such deficiencies.

ARTICLE 7 LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Upon failure of the CONTRACTOR to Substantially Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Substantial Completion.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8 CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR's performance of this Agreement is delayed, either by delays that are beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors or by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Agreement Time shall be extended by Change Order as determined by the COUNTY. If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, the CONTRACTOR shall provide the COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement and cessation of the delay or change in the Work;
- C. Activities on the current progress schedule affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in the Work affects the critical path;
- E. Identification of the source of delay or change in the Work;
- F. Anticipated extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless the CONTRACTOR has notified the COUNTY in writing within 7 (seven) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing, or passive interference by the COUNTY, or its agents, and waives damages that it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein, being the CONTRACTOR's sole remedy, with the exception that in the event of demonstrated

critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by the COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided the CONTRACTOR has otherwise satisfied the requirements of this Agreement, the CONTRACTOR shall be entitled to an increase in the Contract Price based upon approved general condition, insurance, and bond premium costs resulting from delays for which the COUNTY has approved by Change Order or Construction Change Directive, provided, however, the COUNTY shall not be required to pay such additional amounts for any days following the date on which the CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

8.4 The time during which the CONTRACTOR is delayed in the performance of the Work by the acts or omissions of the COUNTY, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the CONTRACTOR's control and which the CONTRACTOR could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the CONTRACTOR for an extension of time for such delays be considered unless made in accordance with Paragraph 8.1.

8.5 The COUNTY shall not be obligated or liable to the CONTRACTOR for and the CONTRACTOR hereby expressly waives any claims against any damages, costs, or expenses of any nature whatsoever which the CONTRACTOR, its subcontractors or sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the COUNTY, or any of the events referred to in Paragraph 8.4 above, it being understood and agreed that the CONTRACTOR's sole and exclusive remedy in such event shall be an extension of Contract Time, but only if claim is properly made in accordance with Paragraph 8.1.

8.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled critical path of construction. Based on 30-Year, National Weather Service historical rainfall averages for Martin County, the CONTRACTOR shall anticipate the amount of rainfall days affecting the schedule as normal conditions outlined in the following months below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
2	2	3	2	3	5	5	6	6	5	3	2

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error, or discrepancy that the CONTRACTOR or any of its subcontractors or Suppliers may discover and shall obtain a written

interpretation or clarification from the COUNTY before proceeding with any Work affected. The CONTRACTOR shall remain liable to the COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by the CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (A) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (B) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Agreement. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly. The CONTRACTOR's failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

9.3 Physical Conditions (Including Underground Facilities). The CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by the COUNTY or others, as shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. The COUNTY shall not be responsible for accuracy or completeness of data, plans, and specifications and the CONTRACTOR shall have full responsibility for checking all information and data. If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, the COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension, or acceleration costs, however caused, except that if the COUNTY and the CONTRACTOR agree that the delays require a change in Contract Time, the COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance, and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others as shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

9.4 Special Requirements for Underground Facilities. The CONTRACTOR shall have full responsibility for the following list. Except as otherwise provided, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

- A. Field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation;
- B. Notifying the COUNTY of any newly discovered Underground Facility and promptly notifying that the COUNTY of that discovery;

- C. Shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered;
- D. Coordination, scheduling and sequencing the Work with the COUNTY's of all Underground Facilities shown, indicated or discovered;
- E. Repairing any damage to the satisfaction of the COUNTY, to the extent that the damage was due to the CONTRACTOR's failure to adhere to the requirements, or to the fault or negligence of the CONTRACTOR; and
- F. The safety and protection of any affected the Work, and for repairing any damage done to the work.

9.5 If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if the COUNTY and the CONTRACTOR agree that the delays require a change in Contract Time, the COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

9.6 Unless it prejudices the Work already excavated and uncovered, the CONTRACTOR shall schedule layout, excavation and uncovering of the Work or Underground Facilities a sufficient time in advance to allow the COUNTY'S design professional's review, and the possible amending or supplementing of the Contract Documents.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Agreement, or in preparation for the work and services under this Agreement, or any extension, modification, or amendment thereto by change order to otherwise.

The CONTRACTOR hereby agrees to indemnify and hold harmless the COUNTY and its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Agreement, the CONTRACTOR may be held in default of its contractual obligation under this Agreement if the CONTRACTOR:

- A. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
- B. fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- C. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- D. performs the Work that does not conform to Contract Documents requirements;
- E. fails to meet the Contract Schedule or fails to make progress on the Work so as to endanger performance of the Agreement;
- F. abandons or refuses to proceed with any or all the Work; or
- G. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with 3 (three) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the 3 (three) business day default period, the COUNTY may:

- A. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR; and
- B. accept assignment of subcontracts pursuant to this Agreement; and
 - (i) finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to the CONTRACTOR, or back charge the CONTRACTOR for any and all such completion costs, or
 - (ii) terminate the CONTRACTOR and hire a completion contractor to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs, including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to the CONTRACTOR, or backcharge the CONTRACTOR for any and all such completion costs, or
- C. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with the CONTRACTOR.

11.3 Upon default, the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, Fla. Stat., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Section 287.135(8), Fla. Stat., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, the CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

ARTICLE 12 SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions, or revisions in the Work by requesting a proposal from the CONTRACTOR detailing the proposed additions, deletions, or revisions to the Work. The proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates, and mark-ups. The CONTRACTOR shall complete and return the proposal to the COUNTY within 10 (ten) days from receipt thereof. The proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The proposal may then be: (A) issued as a Change Order in accordance with the provisions of the Contract Documents; (B) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or (C) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work involving minimal cost or time and not inconsistent with the overall intent of the Contract Documents. These may

be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the change in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

13.8 The value of any Work covered by a Field Order, Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, the COUNTY reserves the right to request any and all documentation from the CONTRACTOR in support of its foregoing Actual Costs, and the CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual Costs as defined in Section 1.

13.10 For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by the COUNTY to order removal of rejected materials and equipment shall not relieve the CONTRACTOR from responsibility for quality of the materials supplied or from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of the COUNTY's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve the CONTRACTOR from responsibility for the quality and securing progress of the Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, the CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in the COUNTY's interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

- A. The burden of proof of equality of a proposed substitution for a specified item shall be upon the CONTRACTOR. The CONTRACTOR shall support its request with sufficient test data and other means to permit the COUNTY to make a fair and equitable decision on the merits of the proposal. The CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.
- B. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. The COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility, and economy to that specified.
- C. The CONTRACTOR shall allow an additional 15 (fifteen) days for the COUNTY's review of requested substitutions. All requests for substitutions with submittal data must be made at least 50 (fifty) days prior to the time the CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve the CONTRACTOR from responsibility for compliance with all requirements of the Agreement. The CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

- D. If the COUNTY rejects the CONTRACTOR's requested substitute item on the first submittal, the CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15 COMPLIANCE

15.1 All work, labor, materials and equipment provided under this Agreement shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. The CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. The CONTRACTOR shall notify the COUNTY prior to commencement of the Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. The CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting the Project.

15.2 If, during the term of this Agreement, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Agreement which become effective and which affect the cost or time of performance of the Agreement, the CONTRACTOR shall immediately notify the COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Agreement. Upon concurrence by the COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, the CONTRACTOR shall immediately report the same in writing to the COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 The CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 The CONTRACTOR shall deliver a product which will meet or exceed the Design package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work (if applicable), except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

The CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or

any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 The COUNTY shall have authority to disapprove or reject the Work which is "defective" (which term is hereinafter used to describe the Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 Upon presentation of a Defective the Work Notice to the CONTRACTOR or the CONTRACTOR's the Project Superintendent, the CONTRACTOR shall meet within 24 (twenty-four) hours with the COUNTY to discuss and develop a plan of remedial action and time-line to correct the defective the Work. The CONTRACTOR shall have no more than three (3) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and the CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the 24 (twenty four) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (A) correct any the Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR; or (B) hold back final payment due the CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 Payment and Performance Bonds. The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Agreement (Work Order) over \$200,000 (two hundred thousand dollars), covering the faithful performance of this Agreement and all the CONTRACTOR's faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR's expense and a copy provided to the County's Purchasing Division (pur_div@martin.fl.us). The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its authorization to do business in the State of Florida is terminated, it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, the CONTRACTOR shall

within 5 (five) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to the COUNTY. An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e), Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b), Florida Statutes, and applicable case law.

18.2 Insurance

- A. Certificate of Insurance. One certified true copy of the policy or policies must be furnished by the CONTRACTOR to the COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must state Martin County Board of County Commissioners as an Additional Insured on all policies except the Workers Compensation. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations under the General Liability policy.
- B. General Insurance Requirements. The CONTRACTOR and, where designated, each of its subcontractors and sub-subcontractors shall obtain and maintain during the full duration of the Work required under this Agreement, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.
- (i) All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY. All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.
 - (ii) The policy(s) shall provide for 30 (thirty) days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.
 - (iii) The policy(s) shall be written for the Contract Times, commencing with the initial demolition, Site Work and/or Site preparation, and ending at the Final Completion and shall contain an endorsement providing for extension of the policy(s) for up to 2 (two) years. The Products and Completed Operations portions of the General Liability shall extend for a period of 10 (ten) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.
 - (iv) All liability policies required herein shall be written on an occurrence basis

(v) The policies shall name the COUNTY, its commissioners and staff as additional insured (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

(vi) All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of COUNTY's Board of County Commissioners, Constitutional Officers, or staff.

(vii) It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

C. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

D. Specific Insurance Limits

(i) Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes, and Employers Liability of limits no less than:

\$ 500,000	each accident
\$ 500,000	disease - policy limit
\$ 500,000	each employee

Should the scope of work performed by the CONTRACTOR qualify its employees for benefits under Federal the Worker's Compensation Statute (i.e. Longshoreman & Harbor the Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

(ii) Commercial General Liability, with limits of not less than:

\$ 1,000,000	each occurrence
\$ 1,000,000	personal/advertising injury
\$ 2,000,000	products/completed operations (per project aggregate)
\$ 2,000,000	general aggregate (per project aggregate)
\$ 100,000	fire damage legal (any 1 fire)
\$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the Agreement. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion

for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

(iii) Automobile Liability - \$1,000,000 (one million dollars) Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

(iv) Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000 (one million dollars).

(v) Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a modification to the Agreement. However, if hazardous materials are identified while carrying out this Agreement, no further the Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

E. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

ARTICLE 19 PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, and shall be in compliance with all governing laws, regulations, and applicable codes. The CONTRACTOR warrants all Work against defects for a period of 1 (one) year (unless longer guarantees or warranties are provided for elsewhere in the Agreement or at law, in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by the CONTRACTOR or any of its subcontractors.

19.2 If defects are identified during the warranty period, the CONTRACTOR shall repair or replace the defect and cure such defect within 48 (forty-eight) hours of receipt of written notice. The CONTRACTOR warrants such repaired or replaced Work for a period of 1 (one) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the CONTRACTOR fail to timely cure such defects, the COUNTY may proceed to perform the work at the CONTRACTOR's expense and may back charge the CONTRACTOR for all costs associated with the work.

19.3 The CONTRACTOR agrees to require that all of its subcontractors, suppliers, and materialmen provide warranties in their agreements at least sufficient to satisfy the CONTRACTOR's obligations in this Agreement and the CONTRACTOR shall assign all such

warranties to the COUNTY as a condition precedent to the receipt of Final Payment. The CONTRACTOR agrees to defend and indemnify the COUNTY against all fees and costs should the CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2 (two) year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction of the Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents and any and all amendments thereto, in good order and marked, to record changes to the Contract Documents as approved during the construction of the Project. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples, and similar required submittals. These shall be provided to the COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

- A. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the CONTRACTOR proposes to conform the construction to the Contract Documents.
- B. The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples, and similar submittals. The COUNTY shall review Shop Drawings, Product Data, Samples, and similar submittals for compliance with the Design Documents and shall provide comments, if any, within 15 (fifteen) days of receiving such documents.
- C. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the COUNTY's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the CONTRACTOR has specifically informed the COUNTY of such deviation at the time of the submittal and the COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals to the COUNTY for approval thereof.

ARTICLE 21

SAFETY

21.1 The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including,

without limitation, the employees, agents, guests, visitors, invitees, and licensees of the COUNTY and users who may be affected thereby.

21.2 All the Work, whether performed by the CONTRACTOR, its subcontractors or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended, and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and
- B. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend the Work in the unsafe area. All costs of any nature resulting from the suspension, by whomever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site, the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation, to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22 PROTECTION OF WORK AND PROPERTY

22.1 The CONTRACTOR: (A) shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause; (B) shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Agreement; and (C) shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The COUNTY, its insurance carriers or representatives, may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control, and security programs. In such event, however, the CONTRACTOR shall not be relieved of its

aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Agreement.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work and for which disposition is not specifically provided for elsewhere in the Contract Documents, the CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent the CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, the CONTRACTOR must first obtain written authorization from the COUNTY, as well as the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. The CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the COUNTY. The CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Agreement, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including the COUNTY-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Existing manholes, fire alarms, etc., shall not be obstructed by the CONTRACTOR, unless called for in the Contract Documents. The CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23 TESTS AND INSPECTIONS

23.1 If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the COUNTY, it must be uncovered for observation if requested by the COUNTY. Such uncovering shall be at the CONTRACTOR's expense.

23.2 The CONTRACTOR shall be liable for any additional testing or inspections necessitated by defective work performed or materials supplied by the CONTRACTOR or by any of its subcontractors or vendors of any tier.

ARTICLE 24 UTILITY COORDINATION

24.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported, and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR: shall (A) give all proper notices; (B) comply with requirements of such parties in the performance of its the Work; (C) permit entrance of such parties on the Work site in order that they may perform their necessary the Work; and (D) pay all charges and fees made by such parties for this the Work. The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to the Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

24.2 At all points where the Work constructed by the CONTRACTOR connects to existing utilities and services, the actual the Work of making the necessary connection to the existing service or utility shall be arranged for by the CONTRACTOR at no expense to the COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

24.3 FPL calls attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this Project. The CONTRACTOR must visually survey the area and take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment, or object closer to FPL's power lines than the OSHA-prescribed limits. If the CONTRACTOR identifies such, it shall re-design the Project to allow for safe construction given the pre-existing power line location, or make arrangements with FPL to, either deenergize and ground its facilities, or relocate them. The CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for the CONTRACTOR and/or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, the CONTRACTOR or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of the Work.

ARTICLE 25 HAZARDOUS MATERIALS

The CONTRACTOR shall obtain all required Federal, State, and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage, and use of any explosive or hazardous materials brought onto or encountered within the Project, and at its expense, make good any damage caused by its handling, transporting, storage, and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. The CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, or any employee or agent of any of the aforementioned, which results in contamination of the site, the CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR's sole cost and expense.

ARTICLE 26 AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives, shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR's financial books and records concerning this the Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto, which are found on the basis of audit examination, to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the latter of the completion of the audit and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the Final Payment.

ARTICLE 27 PUBLIC RECORDS

27.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

27.1.1 Keep and maintain public records required by the County to perform the Agreement.

27.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

27.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the

CONTRACTOR does not transfer the records to the County.

27.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

27.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 28 ASSIGNMENT

28.1 The COUNTY and the CONTRACTOR each binds itself, its officers, directors, qualifying agents, partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Agreement.

28.2 The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and Surety.

28.3 If for any reason the COUNTY terminates its Agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. The CONTRACTOR shall include in each of its subcontracts language that requires its subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Agreement directly for the COUNTY.

ARTICLE 29 ATTORNEY'S FEES AND COURT COSTS

29.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs, and all expenses, including but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

29.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

ARTICLE 30 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

- (a) Certified United States Mail, postage prepaid, return receipt requested; or
- (b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or
- (c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or
- (d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Martin County Purchasing Division
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney
Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL. 34997

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice

due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

ARTICLE 31 RESOLUTION OF CLAIMS AND DISPUTES

31.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 (fifteen) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

31.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

31.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price or an increase in the Contract Time or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a "certified claim," that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

- (i) The claim is made in good faith;
- (ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- (iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and
- (iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

31.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

- (i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;
- (ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;
- (iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and
- (iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

31.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 32 MISCELLANEOUS

32.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

32.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

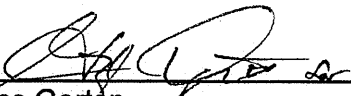
32.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment, or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

32.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

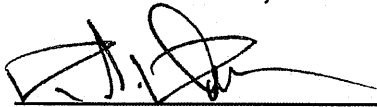
32.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully-executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the CONTACTOR have executed this Agreement as of the last date written below.

REVIEWED BY


James Gorton
Public Works Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


Don G. Donaldson, P.E.
County Administrator

SUNSHINE LAND DESIGN, INC.

Margaret
Fenton

Margaret Fenton
Vice President

Digitally signed by Margaret Fenton
DN: cn=Margaret Fenton, o=Sunshine Land
Design, Inc., ou,
email=mfenton@sunshinelanddesign.com,
c=US
Date: 2023.04.26 10:37:26 -04'00'

APPROVED AS TO FORM & LEGAL
SUFFICIENCY

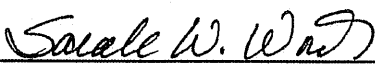

Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Continuing services Contract to provide all labor, materials, equipment, and services necessary for roadway construction and resurfacing, ancillary drainage, sidewalk, striping, curb and associated road work on an as needed basis, including but not limited to:

- Milling & Resurfacing
- Full Depth Roadway Construction
- Reworking Existing Base
- Signing & Pavement Marking
- Guardrail
- Drainage Improvements
- Safety Improvements
- ADA Accessibility including new installation, modification, or repairs of existing structures
- Bicycle and Pedestrian Facility Construction
- Intersection Improvements

Projects (work orders) shall be assigned on an individual basis to any of the awarded Contractors using the Contract Unit prices and based on the total project cost and schedule constraints. Proposals shall be provided within ten (10) business days of request.

All Contract requirements and performance criteria shall be adhered to for each individual project (work order) including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Individual projects (work orders) shall not exceed \$300,000.00 per Section 255.20, Florida Statute (as amended).

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

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

Payment & Performance Bonds shall be required for all Work Orders \$200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

Funds for this Contract may be derived from state and/or federal grants; therefore, the successful contractor(s) must comply with all state and federal guidelines.

BID FORM NOTES

1. FDOT Standard Plans Index 102 - Temporary Traffic Control (TTC), formerly known as Maintenance of Traffic, must meet latest FDOT Standard Plans (FY 2023-24).

2. Mobilization is to be included in the unit pricing.
3. Where pay item Roadway Shoulder Treatment not specified, Asphalt pay item unit costs to include edge treatment to restore pre milled condition.
4. Bid line items 42 through 45 are for emergency situations or repairs.
5. Temporary striping to be included in thermoplastic unit prices and shall not be billed separately.
6. Bid items labeled Small Quantity are for small-scaled projects where the mobilization and administration costs exceed normal multipliers for material and labor costs. These line items are intended to incentivize the bidder to respond to requests for proposals on small-scale projects. The remaining listed bid item quantities are an average quantity for a typical project scale under this contract. Bidders are to provide a bid for the average quantity as shown on the Bid Form. The Contractor is to account with their bid that some projects will have less item quantities than listed; others will have more.

EXHIBIT B

SAMPLE WORK ORDER



RFB#

ENTER CONTRACT NAME HERE (I.E. GENERAL CONTRACTING SERVICES)
WORK ORDER NO. _____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of \$_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____ calendar days

Final Completion Time: _____ calendar days

Liquidated Damages: \$_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

(Name)
(Title)

Department Director Name
Title

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

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT C

RFB2023-3487
ROADWAY RESURFACING
CORRECTED

This form shall be typewritten. Handwritten forms will not be accepted.					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity assignment 20 tons or less)	20	TN	\$ 350.00	\$ 7,000.00
2	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (20 ton to 50 ton assignments)	500	TN	\$ 200.00	\$ 100,000.00
3	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton assignments)	1,000	TN	\$ 165.00	\$ 165,000.00
4	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton assignments)	2,500	TN	\$ 135.00	\$ 337,500.00
5	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity assignment 20 tons or less)	20	TN	\$ 350.00	\$ 7,000.00
6	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton assignments)	500	TN	\$ 205.00	\$ 102,500.00
7	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton assignments)	1,000	TN	\$ 170.00	\$ 170,000.00
8	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton assignments)	2,500	TN	\$ 140.00	\$ 350,000.00
9	Miscellaneous Asphalt (placed by hand & compacted under Guardrail & misc. areas)	100	TN	\$ 284.23	\$ 28,423.00
10	Asphalt Treated Permeable Base Placed by Track paving Machine (Coarse aggregate stone # 57, asphalt Content 3.5 - 4.0%)(10 on to 100 ton assignments)	1,000	TN	\$ 130.47	\$ 130,470.00
11	Thermo Plastic Small Quantity Less than 1,000 LF (Yellow/White Solid/Skip 6"-18")	1,000	LF	\$ 6.00	\$ 6,000.00
12	Thermo Plastic (Yellow Skip 6") 10-30 or 3-9	10	GM	\$ 2,500.00	\$ 25,000.00
13	Thermo Plastic (White Skip 6") 10-30 or 3-9	10	GM	\$ 2,500.00	\$ 25,000.00
14	Thermo Plastic (Yellow Skip 6") 10-30 or 3-9	1,000	LF	\$ 2.50	\$ 2,500.00
15	Thermo Plastic (White Skip 6") 10-30 or 3-9	1,000	LF	\$ 2.50	\$ 2,500.00
16	Thermo Plastic (Yellow Solid 6")	15,000	LF	\$ 1.25	\$ 18,750.00
17	Thermo Plastic (White Solid 6")	15,000	LF	\$ 1.25	\$ 18,750.00
18	Thermo Plastic (Yellow Solid 8")	1,000	LF	\$ 1.88	\$ 1,880.00
19	Thermo Plastic (White Solid 8")	1,000	LF	\$ 1.88	\$ 1,880.00
20	Thermo Plastic (White Solid 12")	1,000	LF	\$ 3.13	\$ 3,130.00
21	Thermo Plastic (White Solid 18")	500	LF	\$ 3.75	\$ 1,875.00
22	Thermo Plastic (Yellow Solid 18")	500	LF	\$ 3.75	\$ 1,875.00
23	Thermo Plastic (Stop Bar 12')	100	EA	\$ 125.00	\$ 12,500.00
24	Thermo Plastic (Arrows)	10	EA	\$ 125.00	\$ 1,250.00
25	Thermo Plastic (Railroad)	4.00	EA	\$ 375.00	\$ 1,500.00
26	Retro Reflective Pavement Markers	2,500	EA	\$ 5.00	\$ 12,500.00
27	Stop Sign w/ Street Name Blades Mounted on New Post (R-140A-D)	20	EA	\$ 500.00	\$ 10,000.00
28	Staked Silt Fence	5,000	LF	\$ 2.52	\$ 12,600.00
29	Regular Excavation (Including Removal & Disposal)	1,000	CY	\$ 19.51	\$ 19,510.00
30	Embankment (16 CY Minimum)	1,000	CY	\$ 25.64	\$ 25,640.00
31	Swale regrade & shaping including compaction	5,000	SY	\$ 4.50	\$ 22,500.00
32	Roadway Shoulder, Std Index 570-010, Treatment 1	2,500	SY	\$ 10.00	\$ 25,000.00
33	12" stabilized subgrade, LBR 40 - Small Quantity 1 to 100 SY	100	SY	\$ 35.00	\$ 3,500.00
34	12" stabilized subgrade, LBR 40	5,000	SY	\$ 15.00	\$ 75,000.00
35	Optional Base Group 4, 6, 9 Small Quantity 1 to 100 SY (includes excavation ,compaction and material removal)	100	SY	\$ 80.00	\$ 8,000.00
36	Optional Base Group 6 TYPE B-12.5 in place to line & grade (includes excavation ,compaction and material removal)	2,500	SY	\$ 45.00	\$ 112,500.00
37	Optional Base Group 6 cemented coquina shell base compacted to 98% AASHTO T180, LBR 100, primed & sanded, in place to line & grade (Includes excavation)	1,500	SY	\$ 25.50	\$ 38,250.00
38	Optional Base Group 4, Cemented Coquina (LBR100)	1,000	SY	\$ 17.00	\$ 17,000.00
39	Optional Base Group 9 Cemented Coquina (LBR 100)	1,000	SY	\$ 23.00	\$ 23,000.00
40	ABC Base (Placed & Compacted)	1,000	TN	\$ 131.53	\$ 131,530.00
41	2' wide paved shoulder, 3" thick Type SP-12.5 asphaltic base course on grade, including excavation, compaction & material removal	1,500	SY	\$ 36.91	\$ 55,365.00
42	Asphalt SP-9.5 or SP-12.5 Asphaltic Concrete hot mix, plant pick up by County during normal batching operations	1,000	TN	\$ 88.00	\$ 88,000.00
43	50' long x 24' wide Type SP-9.5 asphaltic concrete overlay 1.5" thickness including tack material, mobilization & compaction. (Patch open cut))	4	EA	\$ 5,874.17	\$ 23,496.68
44	Roadway Milling, Including mobilization, TTC & all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material.	10	DAY	\$ 9,806.65	\$ 98,066.50
45	Rework Existing Base Per FDOT Section 210. Mix in place existing asphalt & base up to 10" in depth. Materials pulverized to meet FDOT Gradation Requirements (Table 911-4, RCA).	10,000	SY	\$ 4.00	\$ 40,000.00
46	Concrete Curb All Types Small Quantity Assignments 1 to 100 LF	100	LF	\$ 80.00	\$ 8,000.00
47	Concrete Curb " TYPE B " Minimum assignments of greater than 100 LF	1,000	LF	\$ 20.23	\$ 20,230.00
48	Concrete Curb " TYPE D" Minimum assignments of greater than 100 LF	1,000	LF	\$ 20.23	\$ 20,230.00
49	Concrete Curb " TYPE F " Minimum assignments of greater than 100 LF	1,000	LF	\$ 26.33	\$ 26,330.00
50	Concrete Curb " TYPE RA " Minimum assignments of greater than 100 LF	1,000	LF	\$ 30.65	\$ 30,650.00
51	Concrete Drop Curb Minimum assignments of greater than 100 LF	1,000	LF	\$ 26.11	\$ 26,110.00
52	TTC - Per Flagman Per Day	1	ED	\$ 500.00	\$ 500.00
53	Work Zone Sign	30	ED	\$ 40.00	\$ 1,200.00
54	Business Sign	5	EA	\$ 80.00	\$ 400.00
55	Concrete Barrier Wall (Temporary)	504	LF-WK	\$ 20.32	\$ 10,241.28
56	Traffic Control Officer	100	MH	\$ 45.00	\$ 4,500.00
57	Barricade Type I	50	ED	\$ 1.50	\$ 75.00

**RFB2023-3487
ROADWAY RESURFACING
CORRECTED**

58	Barricade Type II	50	ED	\$	1.50	\$	75.00
59	Barricade Type III	30	ED	\$	2.21	\$	66.30
60	Portable Changeable Message Sign (PCMS)	30	ED	\$	38.10	\$	1,143.00
61	Portable Advance Warning Arrow Panel	30	ED	\$	20.73	\$	621.90
62	Adjust Manholes with riser	10	EA	\$	272.40	\$	2,724.00
63	Adjust valve boxes with riser	10	EA	\$	38.13	\$	381.30
64	Valve Box F&I	10	EA	\$	426.00	\$	4,260.00
65	Sawcut Asphalt up to 2.5" Thickness	500	LF	\$	1.27	\$	635.00
66	Concrete, 4" thick concrete sidewalk including formwork, sod removal & disposal Small Quantity (5 to 100 SY assignments)(3000 PSI W/Fiber)	100	SY	\$	66.14	\$	6,614.00
67	Concrete, 4" thick concrete sidewalk including formwork, sod removal & disposal (over 100 SY assignments)(3000 PSI W/Fiber)	500	SY	\$	58.00	\$	29,000.00
68	Concrete, 4" thick concrete sidewalk including formwork, sod removal & disposal (over 500 SY assignments)(3000 PSI W/Fiber)	1,500	SY	\$	56.00	\$	84,000.00
69	Concrete, 6" thick concrete sidewalk/driveway including formwork, sod removal & disposal Small Quantity (5 to 100 SY assignments)(3000 PSI W/Fiber)	100	SY	\$	22.00	\$	2,200.00
70	Concrete, 6" thick concrete sidewalk/driveway including formwork, sod removal & disposal. (over 100 SY assignments)(3000 PSI W/Fiber)	1,000	SY	\$	18.00	\$	18,000.00
71	Concrete removal Small Quantity 1-100 TN	10	TN	\$	80.00	\$	800.00
72	Concrete removal	175	TN	\$	45.00	\$	7,875.00
73	Guardrail, galvanized, W-beam with timber post installed to FDOT Specs.	1,000	LF	\$	32.27	\$	32,270.00
74	Guardrail, galvanized, W-beam with galvanized steel post installed to FDOT Specs.	500	LF	\$	36.35	\$	18,175.00
75	Catch Basin, Ditch Bottom Inlet Type-C < 5'	6	EA	\$	4,000.00	\$	24,000.00
76	Catch Basin, Ditch Bottom Inlet Type-E < 6'	6	EA	\$	6,042.00	\$	36,252.00
77	Guardrail End Anchorage Treatment, Parallel Segment, Installed to FDOT Index 536	8	EA	\$	3,754.87	\$	30,038.96
78	Guardrail End Anchorage Treatment, Flared Segment, Installed to FDOT Index 536	8	EA	\$	3,755.78	\$	30,046.24
79	RCP/Equivalent ERCP, 15" - 24" Small Quantity, 1 to 50 LF	50	LF	\$	150.00	\$	7,500.00
80	RCP/Equivalent ERCP, 30" - 36" Small Quantity 1 to 50 LF	50	LF	\$	175.00	\$	8,750.00
81	12" X 18" Elliptical RCP	500	LF	\$	80.00	\$	40,000.00
82	14" X 23" Elliptical RCP	500	LF	\$	100.00	\$	50,000.00
83	15" RCP	400	LF	\$	80.00	\$	32,000.00
84	18" RCP	400	LF	\$	97.30	\$	38,920.00
85	24" RCP	400	LF	\$	110.00	\$	44,000.00
86	30" RCP	100	LF	\$	130.00	\$	13,000.00
87	36" RCP	100	LF	\$	120.00	\$	12,000.00
88	Mitered End Section (15" RCP)	6	EA	\$	1,599.33	\$	9,595.98
89	Mitered End Section (18" RCP)	6	EA	\$	1,724.50	\$	10,347.00
90	Mitered End Section (24" RCP)	6	EA	\$	2,241.74	\$	13,450.44
91	Mitered End Section (30" RCP)	6	EA	\$	2,500.00	\$	15,000.00
92	Mitered End Section (36" RCP)	6	EA	\$	2,600.00	\$	15,600.00
93	Mitered End Section (12x18 RCP)	2	EA	\$	1,600.00	\$	3,200.00
94	Mitered End Section (14x23 RCP)	2	EA	\$	1,819.14	\$	3,638.28
95	Concrete End Walls (Typ. Per FDOT Standard Index #250)	100	CY	\$	1,400.00	\$	140,000.00
96	Roadway Open Cut-60" Wide X 5' Deep Including Backfill & Base (Typ. Per Martin County Standard Detail R-31A & R-31B)	5	EA	\$	8,000.00	\$	40,000.00
97	Roadway Open Cut-60" Wide X 5' Deep Including Backfill & Base (Typ. Per Martin County Standard Detail R-31A & R-31B) - Without 50' Overlay	5	EA	\$	6,800.00	\$	34,000.00
98	Straw Bales (18X18X36)	100	EA	\$	10.80	\$	1,080.00
99	Sod, All Types, Small Quantity, 1 to 200	200	SY	\$	15.00	\$	3,000.00
100	Sod, Bahia	15,000	SY	\$	4.00	\$	60,000.00
101	Sod, Floratam	1,000	SY	\$	6.00	\$	6,000.00
102	Floating Turbidity Barrier	100	LF	\$	16.53	\$	1,653.00
103	Roadway edging	15,000	LF	\$	0.49	\$	7,350.00
104	Standard mailbox and/or standard traffic control sign (single post), removal & relocate.	10	EA	\$	150.00	\$	1,500.00
105	Type-F (6x40) Traffic Loop	4	EA	\$	1,750.00	\$	7,000.00
106	As-Builts/2-Man Survey Crew	80	HR	\$	210.00	\$	16,800.00
				TOTAL		\$	3,476,769.86

BID FORM NOTES:

1.	FDOT Standard Plans Index 102 - Temporary Traffic Control (TTC), formerly known as Maintenance of Traffic, must meet latest FDOT Standard Plans (FY 2023-24).
2.	Mobilization is to be included in the unit pricing.
3.	Where pay item Roadway Shoulder Treatment not specified, Asphalt pay item unit costs to include edge treatment to restore pre milled condition.
4.	Bid line items 42 through 45 are for emergency situations or repairs.
5.	Temporary striping to be included in thermoplastic unit prices and shall not be billed separately.
6.	Bid items labeled Small Quantity are for small-scaled projects where the mobilization and administration costs exceed normal multipliers for material and labor costs. These line items are intended to incentivize the bidder to respond to requests for proposals on small-scale projects. The remaining listed bid item quantities are an average quantity for a typical project scale under this contract. Bidders are to provide a bid for the average quantity as shown on the Bid Form. The Contractor is to account with their bid that some projects will have less item quantities than listed; others will have more.

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

**RFB2023-3487
ROADWAY RESURFACING
CORRECTED**

This form must be returned with bid. Bids on any other form will not be accepted.

Sunshine Land Design, Inc.	Magen Fenton
Company Name	Name of Authorized Representative (Print)
3291 SE Lionel Terrace	Vice President
Street Address	Title
Stuart, FL 34997	mfenton@sunshinelanddesign.com
City, State, Zip	E-mail Address
(772) 283-2648	
Telephone	Authorized Signature



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager *RG*
CC: Kimberly Kogos, Town Clerk
From: John Duchock, Asst. Town Manager
RE: Agenda Item 10a. - Contract for Debris Removal
 (RFP#2025-04)
Date: 6/30/2025

Department: Public Works

Prepared by: John Duchock

Requested by:

Legal Sufficiency Review: Thomas J. Baird, Jones Foster PA (pending)

Contract Title: Disaster Recovery Debris Removal

1. Executive Summary: This contract is for disaster response services focused on debris collection and removal. The primary intent is to secure qualified and responsive contractors to aid and assist the Town with disaster recovery efforts – typically in response to a hurricane or tornado. The Contractor shall be responsible for debris collection activities including, but not limited to furnishing all labor, materials and equipment to accomplish the following tasks:
 - Clearing, removing and transporting debris from the public right-of-way.
 - Establishment, management and operation of approved Town Government debris management.
 - Demolition and removal of condemned structures and buildings that pose a threat to public safety.
 - The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property.
 - Removal of sand, earthen and foreign materials from roads, streets, bridges, rights-of-way etc.
 - Cleaning and opening of enclosed drainage systems.

Project was publicly bid on: Demandstar (5/9 to 6/6/25)
 (List of Bidders attached)

Estimated Contract Value: \$0 to \$500,000 (per event)
Maximum Not-to-Exceed Term: 5 Years

The contract performance period shall be three (3) years from date of award. This contract may be renewed, by mutual written agreement between the parties, for additional one-year periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract. The contract is a standard form of Agreement approved by the Town Attorney which allows for termination for cause or convenience at any time.

2. Fiscal Impact: Funding is allocated within the emergency contingency budget, which is approved annually as part of the Town's General Fund.
3. Bid Ranking Results: Review and ranking of all submissions was conducted by Town staff on June 13, 2025, resulting in the following bid ranking:
 1. Dynamic Group LLC
 2. Aftermath Disaster Recovery, Inc.
 3. Ceres Environmental Services, Inc.
 4. DRC Emergency Services
 5. Arbor Tree & Land, Inc.
4. Staff recommends awarding multiple contracts to ensure layered coverage in response to a disaster. Staff recommends advancing contracts with the top three ranked companies, and requests Commission to authorize Town Manager to execute all necessary contract documents with the following companies: Dynamic Group LLC, Aftermath Disaster Recovery, Inc., and Ceres Environmental Services, Inc.

Per Commission direction, all bidders have been notified of the recommendation of award and Commission meeting date.



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager *RG*
CC: Kimberly Kogos, Town Clerk
From: John Duchock, Asst. Town Manager
RE: Agenda Item 10b. - Contract for Debris Disposal
 (RFP#2025-05)
Date: 6/30/2025

Department: Public Works

Prepared by: John Duchock

Requested by:

Legal Sufficiency Review: Thomas J. Baird, Jones Foster PA (pending)

Contract Title: Disaster Recovery Debris Disposal

1. Executive Summary: This contract is for disaster response services focused on debris disposal. The primary intent is to secure qualified and responsive contractors to aid and assist the Town with disaster recovery efforts – typically in response to a hurricane or tornado. The Contractor shall be responsible for debris disposal activities following a declared emergency, or on an as-needed basis. Contract services include but are not limited to the following tasks:
 - Establishment, management and operation of approved Town Government debris management sites (TDSRSs), to accept, process, reduce, incinerate, and dispose of event-related debris including all related permits and/or approvals. The Town shall approve all proposed sites and methods of disposal operations prior to the commencement of operations.
 - Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of materials, resulting from the event.

Project was publicly bid on: Demandstar (5/9 to 6/6/25)

(List of Bidders attached)

Estimated Contract Value: \$0 to \$500,000 (per event)

Maximum Not-to-Exceed Term: 5 Years

The contract performance period shall be three (3) years from date of award. This contract may be renewed, by mutual written agreement between the parties, for additional one-year periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract. The contract is a standard form of Agreement approved by the Town Attorney which allows for termination for cause or convenience at any time.

2. Fiscal Impact: Funding is allocated within the emergency contingency budget, which is approved annually as part of the Town's General Fund.
3. Bid Ranking Results: Review and ranking of all submissions was conducted by Town staff on June 13, 2025, resulting in the following bid ranking:
 1. Dynamic Group LLC
 2. Ceres Environmental Services, Inc.
 3. DRC Emergency Services
 4. Arbor Tree & Land, Inc.
4. Staff recommends awarding multiple contracts to ensure layered coverage in response to a disaster. Staff recommends advancing contracts with the top two ranked companies, and requests Commission to authorize Town Manager to execute all necessary contract documents with the following companies: Dynamic Group LLC and Ceres Environmental Services, Inc.

Per Commission direction, all bidders have been notified of the recommendation of award and Commission meeting date.



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager *RG*
CC: Kimberly Kogos, Town Clerk
From: John Duchock, Asst. Town Manager
RE: Agenda Item 10c. – First Push Contract (RFP#2025-08)
Date: 7/2/2025

Department: Public Works

Prepared by: John Duchock

Requested by:

Legal Sufficiency Review: Thomas J. Baird, Jones Foster PA (pending)

Contract Title: First Push Contract

1. Executive Summary: This contract is for disaster response services focused on providing response ready crews/equipment staged within a five mile radius of the North Jupiter Island Drawbridge on Bridge Road in Hobe Sound and at the Palm Beach County line at the southern Town limit with the required ability to begin their contracted services without delay. Crews shall be staged and response ready no later than six hours prior to anticipated landfall of a hurricane and ready to deploy field operations when winds drop below 35mph sustained winds or as otherwise directed by the Town. Equipment shall be commensurate with the anticipated storm winds but shall be sufficient to clear the roadway of all debris while also preserving and/or protecting salvageable specimen trees such as those located along Ficus Allée on Bridge Road.

Project was publicly bid on: Demandstar (6/27 to 7/18/25)

Estimated Contract Value: \$0 to \$250,000 (per event)

Maximum Not-to-Exceed Term: 5 Years

The contract performance period shall be three (3) years from date of award. This contract may be renewed, by mutual written agreement between the parties, for additional one-year periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract. The contract is

a standard form of Agreement approved by the Town Attorney which allows for termination for cause or convenience at any time.

2. Fiscal Impact: Funding is allocated within the emergency contingency budget, which is approved annually as part of the Town's General Fund.
3. Recommended Action: Sealed bids will be publicly opened and announced on July 18, 2025. Following review, staff will prepare an updated memo with a recommendation and request for award by the Commission.



June 2025 General Fund Financial Report

**Town Commission Meeting
July 22, 2025**

Topics To Be Covered

General Fund

- 2024-2025 Revenues
- 2024-2025 Expenses
- Balance Sheet

**Town of Jupiter Island
FY 2024/2025 Budget**

Account Description	Adopted Budget 2024-2025	YTD Actual 6/30/2025	Target 75%
Total General Fund Revenues	\$12,530,781	\$12,268,603	98%
Transfers from Reserves	\$510,000	\$0	0%
Total Revenues	\$13,040,781	\$12,268,603	94%
Total Administration	\$3,480,425	\$2,476,680	71%
Total Public Safety	\$6,055,175	\$4,429,256	73%
Total Building Department	\$1,352,285	\$1,641,207	121%
Total Public Works	\$2,152,896	\$1,336,062	62%
Total General Fund Expenditures	\$13,040,781	\$9,883,205	76%
Year to Date Net Income		\$2,385,399	

2024-2025 Revenue

Town of Jupiter Island

Account Description	Adopted Budget 2024-2025	PYTD Actual 6/30/2024 2023-2024	YTD Actual 6/30/2025 2024-2025	Actual % of Budget (Target 75%) 2024-2025
Ad Valorem	\$9,927,402	\$9,056,006	\$9,856,634	99%
Total Other Taxes and Fees	\$333,000	\$203,138	\$238,367	72%
Total Licenses and Permits	\$850,500	\$1,494,793	\$908,248	107%
Total Intergovernmental Revenue	\$325,100	\$129,588	\$183,292	56%
Total Charges for Services	\$131,000	\$99,695	\$89,197	68%
Total Fines and Forfeits	\$2,000	\$2,103	\$2,996	150%
Total Miscellaneous Revenues	\$257,700	\$707,844	\$534,550	207%
Transfers from Interfunds	\$704,079	\$511,136	\$455,319	65%
Subtotal Revenues	\$12,530,781	\$12,204,305	\$12,268,603	98%
Transfer from Reserves	\$510,000	\$0	\$0	
Total General Fund Revenues	\$13,040,781	\$12,204,305	\$12,268,603	94%

2024-2025 Expenses by Department

Account Description	Adopted Budget 2024-2025	PYTD Actual 6/30/2024	YTD Actual 6/30/2025	Actual % of Budget (Target 75%)
Total Administration - Payroll	\$1,395,679	\$832,577	\$991,522	71%
Total Administration - Benefits	\$892,571	\$431,709	\$556,818	62%
Total Administration - Operating	\$1,160,175	\$814,097	\$903,203	78%
Subtotal	\$3,448,425	\$2,078,383	\$2,451,543	71%
Total Administration - Capital	\$32,000	\$15,109	\$25,137	79%
Total Administration	\$3,480,425	\$2,093,492	\$2,476,680	71%
Total Public Safety - Payroll	\$3,033,324	\$2,050,430	\$2,287,406	75%
Total Public Safety - Benefits	\$1,031,813	\$528,300	\$590,985	57%
Total Public Safety - Operating	\$1,433,908	\$792,324	\$1,094,130	76%
Subtotal	\$5,499,045	\$3,371,054	\$3,972,521	72%
Total Public Safety - Capital	\$556,130	\$428,251	\$456,735	82%
Total Public Safety	\$6,055,175	\$3,799,305	\$4,429,256	73%
Total Building - Payroll	\$524,794	\$338,436	\$370,786	71%
Total Building - Benefits	\$171,337	\$97,509	\$88,885	52%
Total Building - Operating	\$646,154	\$342,304	\$1,181,536	183%
Subtotal	\$1,342,285	\$778,248	\$1,641,207	122%
Total Building - Capital	\$10,000	\$27,825	\$0	0%
Total Building Department	\$1,352,285	\$806,073	\$1,641,207	121%
Total Public Works - Payroll	\$729,866	\$450,993	\$466,597	64%
Total Public Works-Benefits	\$457,028	\$220,400	\$230,574	50%
Total Public Works - Operating	\$780,002	\$362,340	\$561,334	72%
Subtotal	\$1,966,896	\$1,033,733	\$1,258,505	64%
Total Public Works - Capital	\$186,000	\$0	\$77,557	42%
Total Public Works	\$2,152,896	\$1,033,733	\$1,336,062	62%
Total General Fund Expenditures	\$13,040,781	\$7,732,602	\$9,883,205	76%

Balance Sheet as of 6/30/2025

Assets

CASH GENERAL ACCOUNT - SEACOAST	\$ 2,159,261
MONEY MARKET-SEACOAST	\$ 699,115
CASH PAYROLL - SEACOAST	\$ 50,000
CASH FLEX SPENDING - SEACOAST	\$ 30,788
INVESTMENT POOL	\$ 6,569,569
INVESTMENT - SBA	\$ 3,588,018
PETTY CASH	\$ 550
ACCOUNTS RECEIVABLE	\$ 14,330
ACCOUNTS REC. - RETIREE BENEFITS	\$ 811
DUE FROM SCHOLARSHIP FUND	\$ 12,000
DUE FROM BEACH PROTECTION	\$ 4,336,630
DUE FROM CONSERVATION FUND	\$ 15,306
DUE FROM UTILITIES	\$ 355,420
<u>PREPAID ITEMS</u>	<u>\$ 9,504</u>
Total Assets	\$ 17,841,302

Liabilities

ACCOUNTS PAYABLE	\$ 535,419
DUE TO BEACH PROTECTION	\$ 2,267,924
DUE TO SPECIAL LAW ENFORCEMENT	\$ 39
DUE TO O&M	\$ 113
DUE TO SCHOLARSHIP FUND	\$ 56,400
DUE TO OTHER GOV. UNITS	\$ 13,160
ACCRUED PAYROLL/BENEFITS	\$ (6,273)
OVERPAYMENTS-RETIREES	\$ 612
<u>DONATIONS</u>	<u>\$ 5,000</u>
Total Liabilities	\$ 2,872,395

Reserves/Fund Balances

NONSPENDABLE PREPAID	\$ 32,933
RESTRICT- ENFORCE FL BLDG CODE	\$ 3,672,568
ASSIGNED FOR EMERGENCIES	\$ 1,000,000
ASSIGNED FOR COMPENSATED AB	\$ 115,000
ASSIGNED FOR UNINSURED LOSS	\$ 80,000
FUND BALANCE	\$ 7,690,422
CHANGE IN FUND BALANCE - Current	\$ 2,377,986
<u>Total Reserves/Fund Balances</u>	<u>\$ 14,968,908</u>

Total Liabilities and Fund Balance	\$ 17,841,302
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General Fund Reserves

Account Description	Audited YE 2021	Audited YE 2022	Audited YE 2023	Audited YE 2024	Adopted Budget FY 2025*
Beginning Fund Balance (Reserves)	8,095,873	9,033,098	6,237,564	9,585,872	9,492,381
Transfer from / to General Fund Reserves	1,610,431	2,247,916	3,060,930	-	-
Amount Budgeted / Spent From Reserves	(548,206)	(793,404)	-	(126,424)	(510,000)
Budget Amendment From Reserves	(125,000)	(385,000)	-	-	-
Total Available Fund Balance	9,033,098	10,102,610	9,298,494	9,459,448	8,982,381
NonSpendable-PrePaid Expenses		71,269	127,833	32,933	32,933
Assigned to Uninsured Losses	80,000	80,000	80,000	80,000	80,000
Assigned to Compensated Absences	115,000	115,000	115,000	115,000	115,000
Assigned to Beautification, Scholarship, Public Safety		163,791	176,170	171,145	183,868
Assigned to Conservation Projects		431,990	431,989	431,981	403,192
Assigned to Emergencies	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Assigned to ARPA		312,393			
Restricted-Enforcement of FL Building Code			3,865,046	3,672,568	3,672,568
Unassigned Fund Balance (Reserves)	7,838,098	8,836,382	7,495,335	7,661,322	7,200,321
Total Fund Balance (Reserves)	9,033,098	11,010,825	13,291,373	13,164,949	12,687,882

*Estimated/Unaudited at time of this Report



MEMORANDUM

TO: The Mayor and Town Commissioners
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director
DATE: July 8, 2025
SUBJECT: Resolution No. 933 – General Fund FY 2024/25 Budget Amendment

Background

Staff has prepared the attached General Fund FY 2024/25 Budget Amendment for the Town Commission's consideration.

The amendment includes items that have come before the Town Commission at previous meetings or are on-going business or unanticipated expenditures that arise during the year that affect departmental budgets. These items will necessitate a budget amendment to add additional appropriations to the budget.

The attached amendment includes appropriation/expense and revenue source items and outlines the departments, descriptions and dates presented to the Town Commission in parentheses.

The increase to the appropriation/expense items will be offset by revenue sources that include Unassigned Fund Balance Reserves, Interest Income, Contributions and Miscellaneous Income (which include the sale of surplus property).

Recommendation

Staff recommends the Town Commission consider a motion to approve Resolution No. 933 Amending the General Fund Budget for Fiscal Year 2024/25 and providing for an effective date.

TOWN OF JUPITER ISLAND
FISCAL YEAR 2024/25
GENERAL FUND BUDGET AMENDMENT DESCRIPTIONS
July 22, 2025

<u>ADMINISTRATION:</u>	<u>Debit</u>	<u>Credit</u>
<u>Christmas Donation from Residents</u>		
Payroll/FICA/Medicare Contributions	\$36,060	\$36,060
<u>Public Official Legal Fees Reimbursement</u>		
Professional Srvs-Official's Legal Fees	\$20,000	
Unassigned Fund Balance		\$20,000
<u>Legal Fees – Lawsuits Defense</u>		
Professional Services-Legal/Lawsuits	\$90,000	
Unassigned Fund Balance		\$90,000
<u>External Relations (Layman 1/9/2025 and 5/20/2025)</u>		
External Relations/Legislative Consultant	\$90,000	
Unassigned Fund Balance		\$90,000
<u>Roof and Soffit Repair/Painting, Generator Maintenance/Repairs – Town Hall</u>		
Building Repair and Maintenance	\$50,000	
Unassigned Fund Balance		\$50,000
<u>Microsoft 365 Office License FY2023-2024</u>		
Contracted Services-Information Technology	\$25,800	
Unassigned Fund Balance		\$25,800
<u>PUBLIC SAFETY:</u>		
<u>Christmas Donation from Residents</u>		
Payroll/FICA/Medicare Contributions	\$105,950	\$105,950
<u>Payroll-Overtime</u>		
Payroll/FICA/Medicare	\$53,825	
Unassigned Fund Balance		\$53,825
<u>Portable Message Boards (2) (12/6/2024)</u>		
Equipment	\$17,490	
Unassigned Fund Balance		\$17,490
<u>Drone Purchase (5/20/2025)</u>		
Equipment	\$29,676	
Miscellaneous Income (from Sale of Surplus Boat)		\$29,676

	<u>Debit</u>	<u>Credit</u>
<u>Administrative Vehicle Purchase (2/19/2025)</u>		
Equipment	\$27,623	
Miscellaneous Income (from Sale of Surplus Boat)		\$20,324
Unassigned Fund Balance		\$7,299
<u>BUILDING:</u>		
<u>Christmas Donation from Residents</u>		
Payroll/FICA/Medicare	\$21,716	
Contributions		\$21,716
<u>Town Wide Density Study (4/16/2025)</u>		
Professional Services-Engineering Consultants	\$36,000	
Unassigned Fund Balance		\$36,000
<u>Waterfront Setback Line Study-Additional Services-Workshops/Maps (12/6/2024)</u>		
Professional Services-Engineering Consultants	\$46,440	
Unassigned Fund Balance		\$46,440
<u>Legal Fees – Lawsuits Defense</u>		
Professional Services-Legal/Lawsuits	\$1,250,000	
Unassigned Fund Balance		\$1,000,000
Interest Income		\$250,000
<u>PUBLIC WORKS:</u>		
<u>Christmas Donation from Residents</u>		
Payroll/FICA/Medicare	\$29,086	
Contributions		\$29,086
<u>Vehicle and Equipment Maintenance</u>		
Vehicle and Equipment Maintenance	\$50,000	
Unassigned Fund Balance		\$50,000
<u>Building Repair and Maintenance – Public Works</u>		
Roof and Parapet Wall Repair	\$15,300	
Unassigned Fund Balance		\$15,300
TOTAL	<u>\$1,994,966</u>	<u>\$1,994,966</u>

RESOLUTION NO. 933

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2024/25; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida on September 12, 2024, held a public hearing as required by Florida Statute 200.065; and in adopting Resolution No. 919 set forth the appropriations and revenue estimate for the General Fund Budget of the Town of Jupiter Island for Fiscal Year 2024/25; and

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida finds that it is in the best interest of the Town to amend the Budget for Fiscal Year 2024/25, to reflect amended revenues and expenditures as reflected on Exhibit "A" attached hereto; and

WHEREAS, the Town Commission must take action to put in place a resolution to amend the budget.

NOW, THEREFORE, be it resolved by the Town Commission of the Town of Jupiter Island, Martin County, Florida, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town of Jupiter Island General Fund Budget for the fiscal year commencing October 1, 2024, is hereby amended and adopted pursuant to Exhibit "A" attached hereto and made a part of this resolution.

Section 3. This Resolution shall take effect immediately upon passage and approval by law.

DULY ADOPTED and PASSED on this 22nd day of July, 2025.

TOWN OF JUPITER ISLAND

Mayor

Vice Mayor

Commissioner

ATTEST:

Commissioner

Town Clerk

Commissioner

Town of Jupiter Island 2024-2025 Revenues

Account Description	Adopted Budget 2024-2025	Amended Budget 7/22/2025 2024-2025	Difference
Ad Valorem	\$9,927,402	\$9,927,402	\$0
Total Other Taxes and Fees	\$333,000	\$333,000	\$0
Total Licenses and Permits	\$850,500	\$850,500	\$0
Total Intergovernmental Revenue	\$325,100	\$325,100	\$0
Total Charges for Services	\$131,000	\$131,000	\$0
Total Fines and Forfeits	\$2,000	\$2,000	\$0
Interest Income	\$200,000	\$450,000	\$250,000
Total Miscellaneous Revenues	\$57,700	\$300,512	\$242,812
Transfers from Interfunds	\$704,079	\$704,079	\$0
Subtotal General Fund Revenues	\$12,530,781	\$13,023,593	\$492,812
Transfer from Reserves (Donations)	\$115,000	\$115,000	\$0
Transfer from Prior Year (Rollover)	\$395,000	\$395,000	\$0
Transfer from Unassigned Reserves	\$0	\$1,502,154	\$1,502,154
Total General Fund Revenues	\$13,040,781	\$15,035,747	\$1,994,966

Town of Jupiter Island 2024-2025 Expenditures

Account Description	Adopted Budget Fiscal Year 2024-2025	Amended Budget 7/22/2025 Fiscal Year 2024-2025	Difference
Total Administration - Payroll	\$1,395,679	\$1,431,739	\$36,060
Total Administration - Benefits	\$892,571	\$892,571	\$0
Total Administration - Operating	\$1,160,175	\$1,385,975	\$225,800
Subtotal	\$3,448,425	\$3,710,285	\$261,860
Total Administration - Capital	\$32,000	\$82,000	\$50,000
Total Administration	\$3,480,425	\$3,792,285	\$311,860
Total Public Safety - Payroll	\$3,033,324	\$3,193,099	\$159,775
Total Public Safety - Benefits	\$1,031,813	\$1,031,813	\$0
Total Public Safety - Operating	\$1,433,908	\$1,433,908	\$0
Subtotal	\$5,499,045	\$5,658,820	\$159,775
Total Public Safety - Capital	\$556,131	\$630,920	\$74,789
Total Public Safety	\$6,055,175	\$6,289,739	\$234,564
Total Building - Payroll	\$524,794	\$546,510	\$21,716
Total Building - Benefits	\$171,337	\$171,337	\$0
Total Building - Operating	\$646,154	\$1,978,594	\$1,332,440
Subtotal	\$1,342,285	\$2,696,441	\$1,354,156
Total Building - Capital	\$10,000	\$10,000	\$0
Total Building Department	\$1,352,285	\$2,706,441	\$1,354,156
Total Public Works - Payroll	\$729,867	\$758,953	\$29,086
Total Public Works - Benefits	\$457,029	\$457,029	\$0
Total Public Works - Operating	\$779,999	\$829,999	\$50,000
Subtotal	\$1,966,895	\$2,045,981	\$79,086
Total Public Works - Capital	\$186,000	\$201,300	\$15,300
Total Public Works	\$2,152,895	\$2,247,281	\$94,386
Total General Fund Expenditures	\$13,040,781	\$15,035,747	\$1,994,966



MEMORANDUM

TO: TOWN OF JUPITER ISLAND, COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER

FROM: MATTHEW PAZANSKI, FINANCE/HR DIRECTOR

DATE: JULY 9, 2025

SUBJECT: FY 2025 - 2026 SETTING THE PROPOSED AD VALOREM MILLAGE TAX RATES AND FIRST BUDGET PUBLIC HEARING DATE

Background

The main purpose of the Tuesday, July 22, 2025, Town Commission Meeting budget agenda item, is to set proposed ad valorem millage tax rates and to set the date for the first public hearing for the FY 2025-2026 Annual Budget. The proposed millage rates must reflect the maximum rates that can be levied during the next fiscal year. The proposed millage rates and public hearing date will be advertised on the Preliminary Tax Notice that is mailed to all Jupiter Island property owners.

Discussion

Attached are the FY 2025-2026 Proposed Budgets for the General Fund, Beach Protection District, Conservation Fund, Beautification Fund, Christmas Fund, and the Electric Underground Debt Service that staff has prepared. The budget document also contains a Budget Calendar to highlight upcoming budget meetings and requirements.

During the discussion of the budget staff will review the preliminary taxable values and new construction figures obtained from the Martin County Property Appraiser and recommend approval of proposed ad valorem millage tax rates and a date for the first public hearing for the FY 2025-2026 Budget.

Based on the current information, staff is recommending a proposed (maximum) ad valorem millage tax rate for the General Fund to be set at 2.8086. This millage rate represents a 7.63% tax increase over the rolled back rate of 2.6096 and is the same millage rate as the current year's rate.

Based on the current information, staff is recommending a proposed (maximum) ad valorem millage tax rate for the Beach Protection District to be set at .9593 mills. This millage rate represents a 7.63% tax increase over the rolled back rate of .8913 and is the same millage rate as the current year's rate.

Based on the current information, staff is recommending a proposed (maximum) ad valorem millage tax rate for the Electric Underground Debt Service to be set at .2100. This millage rate is 7.61% less than the current year's rate of .2273.

Remaining Budget Meeting Schedule

1. Staff will continue to work through outstanding revenue and expenditure items and provide updates to the Town Commission at future meetings. Staff will anticipate obtaining consensus from the Town Commission concerning all outstanding items to assist with the preparation of the Tentative and Final Millage Rates and Budgets.
2. Based on direction from the Commission, staff recommends setting the date for the first budget public hearing for Tuesday, September 16, 2025, at 5:01pm. At this meeting staff will present the FY 2025-2026 Tentative Ad Valorem Millage Tax Rates and Annual Budgets and incorporate the Town Commission recommendations from the previous meetings as well as any additional outstanding revenue and expenditure items.
3. Based on direction from the Commission, the final public hearing meeting is recommended for Friday, September 19, 2025, at 5:01pm. Staff will be prepared to review and discuss the Final Millage Rates and Annual Budgets at that meeting.

Recommendation

Staff recommends the Town Commission consider a motion to set the General Fund Budget proposed ad valorem millage tax rate for Fiscal Year 2025-2026 at .28086 mills; the Beach Protection District proposed ad valorem millage tax rate for Fiscal Year 2025-2026 at .9593 mills; and the Electric Underground Debt Service proposed ad valorem millage tax rate for Fiscal Year 2025-2026 at .2100 mills and to set the date for the first budget public hearing for Tuesday, September 16, 2025 at 5:01pm.



Fiscal Year 2026 Proposed Annual Budget

Town Commission Meeting
July 22, 2025

GENERAL FUND

FY 2026 Budget Calendar

Description	April	May	June	July	August	September	October
Kick off departmental budget meetings are scheduled and conducted.	4/30/2025						
Estimated Preliminary Taxable Values received from Property Appraiser's Office		5/22/2025					
Budget review meeting with departments		5/22/2025					
Draft departmental budget submitted to Town Manager		5/23/2025					
Budget review meeting with departments based upon Town Manager Review			6/20/2025				
Preliminary Taxable Values due from Property Appraiser's Office				7/1/2025			
Budget review based upon taxable values received from Property Appraiser's Office				7/1/2025			
Proposed budget presentation to Town Commission (Revenues, Expenses, and Capital). Staff to propose millage rate & 1st public hearing date for approval.				7/22/2025			
Budget review meeting with departments based upon Commission comments				7/24/2025			
Town Commission Meeting in August, if necessary*					8/20/2025*		
Town Commission Meeting tentative budget review						9/16/2025	
1st Public hearing for the tentative millage rates and budget (Must be between September 3-18.)						9/16/2025	
2nd Public hearing for the final millage rates and adopted budget (Must be within 15 days of the 1st public hearing; can be as soon as 3 days, must be held 2-5 days after advertising.)						9/19/2025	
Adopted budget scheduled to begin							10/1/2025

Indicates Completed

**Town of Jupiter Island
2025-2026 General Fund Budget**

Account Description	Adopted Budget 2024-2025	Proposed Budget 2025-2026	% Change
Total General Fund Revenues	\$ 12,530,781	\$ 13,419,005	7.09%
Transfers from Reserves	\$ 510,000	\$ -	-100.00%
Total Revenues	\$ 13,040,781	\$ 13,419,005	2.90%
Total Administration	\$ 3,480,425	\$ 3,815,414	9.62%
Total Public Safety	\$ 6,055,175	\$ 6,255,548	3.31%
Total Building Department	\$ 1,352,285	\$ 926,810	-31.46%
Total Public Works	\$ 2,152,895	\$ 2,421,233	12.46%
Total General Fund Expenditures	\$ 13,040,781	\$ 13,419,005	2.90%
Year to Date Net Income	\$ 0	\$ 0	
Total Unassigned Reserves			

Town of Jupiter Island

FY 2025-2026 General Fund Revenue

Account Description	Adopted Budget FY 2024-2025	Budget FY 2025-2026	Difference	% Change
Ad Valorem taxes	\$ 9,927,402	\$ 10,734,622	\$ 807,220	8.13%
Other Taxes and Fees	\$ 333,000	\$ 423,000	\$ 90,000	27.03%
Total Licenses and Permits	\$ 850,500	\$ 850,500	\$ -	0.00%
Total Intergovernmental Revenue	\$ 325,100	\$ 238,600	\$ (86,500)	-26.61%
Total Charges for Services	\$ 131,000	\$ 131,000	\$ -	0.00%
Total Fines and Forfeits	\$ 2,000	\$ 2,500	\$ 500	25.00%
Total Miscellaneous Revenues	\$ 257,700	\$ 289,500	\$ 31,800	12.34%
Transfers from Interfunds	\$ 704,079	\$ 749,283	\$ 45,204	6.42%
Total General Fund Revenues	\$ 12,530,781	\$ 13,419,005	\$ 888,224	7.09%
Transfers from Reserves (Donations)	\$ 115,000	\$ -	\$ (115,000)	0.00%
Transfers from Prior Year (Rollover)	\$ 395,000	\$ -	\$ (395,000)	-100.00%
Total	\$ 13,040,781	\$ 13,419,005	\$ 378,224	2.90%

FY 2026 Ad Valorem Revenue

- FY 2025 Final Taxable Value \$3.664 Billion
- FY 2026 Certified Initial Taxable Value \$3.981 Billion, 8.65% Increase
- Taxable Values – Increased Projection \$317 Million
- New Construction – Approximately \$37.6 Million
- Based on this Estimate: Rolled-Back Rate is 2.6096
- With the proposed 2.8086 millage rate, the tax increase would be 7.63%
- FY 2026 Estimated Ad Valorem Revenue from New Construction \$100,535
- FY 2026 Estimated Total Ad Valorem Increase \$807,220 – Including New Construction
- 291 Single Family Homes Homesteaded – Taxable Value - \$1.76 Billion
- Save our Homes Increase 3.0% (Approximate Increase \$84 per \$1 Million in Value)
- FY 2025 – 687 Parcels, 522 Single Family/Improved Parcels
- 48.3% Homestead; 50.6% Non-Homestead; 1.1% Commercial, Institutional and Tangible

FY 2026 Projected Expense Changes

- Proposed Payroll Adjustments – 5% COLA/Merit
 - With associated Benefits and Operating Costs
- Pension, Payroll taxes affected by 5% COLA/Merit, other proposals
- Health Care Cost/Benefits – Estimated 5-7% Increase
- Operating Cost – Estimated 3-5% Decrease related to the completion of some services with offset increases to the following:
 - Completion/Reduction of Professional Services (i.e.: Waterfront Set Back and Resiliency Studies)
 - Increases in Information Technology and Software costs
 - Increases in Repair and Maintenance costs for buildings and equipment
 - Property, Liability, Auto, Work Comp and Cyber Insurance – Property coverage looks to be stable this coming year
- Capital Expenditures and Projects

Town of Jupiter Island

Compensation Adjustments due to Market and Economic Conditions

The employee handbook refers to compensation adjustments due largely to performance but also considers economic conditions. Compensation adjustments due to economic conditions commonly referred to as Cost-of-Living Adjustments (COLA) shall be determined by a 12-Month Percent change of the Consumer Price Index-All Urban Consumers for the South Urban Area determined by all items as of July prior to new fiscal year. The table below illustrates the CPI history. If the index falls below 0.00 for the preceding year there shall be no adjustments to compensation until the succeeding indexes surpass the current year deficit. All Cost-of-Living Adjustments (COLA) are subject to Town Commission approval.

Month/Year	CPI 12 Month Percent Change	Budget Year	Cola/Merit Adjustment
July '20	0.60%	2020/2021	2.00%
July '21	5.80%	2021/2022	5.00%
July '22	9.40%	2022/2023	8.00%
July '23	3.40%	2023/2024	5.00%
June '24	3.50%	2024/2025	5.00%
June '25*	2.50%	2025/2026	5.00%
	25.20%		30.00%

July 2020-2023 COLA - Southeast US (FL,AL,GA,MS,TN,KY,NC,SC)
June 2024-2025 COLA - South Florida Metropolitan Statistical Area (MSA) (SF-MSA - Miami, Ft. Lauderdale, Palm Beach)

Town of Jupiter Island FY 2025-2026 General Fund Expenditures				
Account Description	Adopted Budget FY 2024-2025	Budget FY 2025-2026	Difference	% Change
Total Administration - Payroll	\$1,395,679	\$1,468,382	\$72,703	5.21%
Total Administration - Benefits	\$892,571	\$936,356	\$43,785	4.91%
Total Administration - Operating	\$1,160,175	\$1,400,676	\$240,501	20.73%
Subtotal	\$3,448,425	\$3,805,414	\$356,989	10.35%
Total Administration - Capital	\$32,000	\$10,000	(\$22,000)	-68.75%
Total Administration	\$3,480,425	\$3,815,414	\$334,989	9.62%
Total Public Safety - Payroll	\$3,033,324	\$3,211,996	\$178,672	5.89%
Total Public Safety - Benefits	\$1,031,813	\$1,067,372	\$35,559	3.45%
Total Public Safety - Operating	\$1,433,908	\$1,511,380	\$77,472	5.40%
Subtotal	\$5,499,045	\$5,790,748	\$291,703	5.30%
Total Public Safety - Capital	\$556,131	\$464,800	(\$91,331)	-16.42%
Total Public Safety	\$6,055,175	\$6,255,548	\$200,372	3.31%
Total Building - Payroll	\$524,794	\$397,013	(\$127,781)	-24.35%
Total Building - Benefits	\$171,337	\$148,920	(\$22,417)	-13.08%
Total Building - Operating	\$646,154	\$370,877	(\$275,277)	-42.60%
Subtotal	\$1,342,285	\$916,810	(\$425,475)	-31.70%
Total Building - Capital	\$10,000	\$10,000	\$0	0.00%
Total Building Department	\$1,352,285	\$926,810	(\$425,475)	-31.46%
Total Public Works - Payroll	\$729,867	\$771,250	\$41,383	5.67%
Total Public Works-Benefits	\$457,029	\$458,932	\$1,904	0.42%
Total Public Works - Operating	\$779,999	\$770,050	(\$9,949)	-1.28%
Subtotal	\$1,966,895	\$2,000,233	\$33,338	1.69%
Total Public Works - Capital	\$186,000	\$421,000	\$235,000	126.34%
Total Public Works	\$2,152,895	\$2,421,233	\$268,338	12.46%
Total General Fund Expenditures	\$13,040,781	\$13,419,005	\$378,224	2.90%

Town of Jupiter Island
FY 2025-2026 General Fund Expenses Grouped by Type

Account Description	Adopted Budget FY 2024-2025	Budget FY 2025-2026	Difference	% Change
Total Administration - Payroll	\$1,395,679	\$1,468,382	\$ 72,703	5.21%
Total Public Safety - Payroll	\$3,033,324	\$3,211,996	\$ 178,672	5.89%
Total Building - Payroll	\$524,794	\$397,013	\$ (127,781)	-24.35%
Total Public Works - Payroll	\$729,867	\$771,250	\$ 41,383	5.67%
Total	\$5,683,664	\$5,848,642	\$ 164,978	2.90%
Total Administration - Benefits	\$892,571	\$936,356	\$ 43,785	4.91%
Total Public Safety - Benefits	\$1,031,813	\$1,067,372	\$ 35,559	3.45%
Total Building - Benefits	\$171,337	\$148,920	\$ (22,417)	-13.08%
Total Public Works - Benefits	\$457,029	\$458,932	\$ 1,904	0.42%
Total	\$ 2,552,750	\$2,611,580	\$ 58,830	2.30%
Total Administration - Operating	\$1,160,175	\$1,400,676	\$ 240,501	20.73%
Total Public Safety - Operating	\$1,433,908	\$1,511,380	\$ 77,472	5.40%
Total Building - Operating	\$646,154	\$370,877	\$ (275,277)	-42.60%
Total Public Works - Operating	\$779,999	\$770,050	\$ (9,949)	-1.28%
Total	\$4,020,236	\$4,052,983	\$ 32,747	0.81%
Total Administration - Capital	\$32,000	\$10,000	\$ (22,000)	-68.75%
Total Public Safety - Capital	\$556,131	\$464,800	\$ (91,331)	-16.42%
Total Building - Capital	\$10,000	\$10,000	\$ -	0.00%
Total Public Works - Capital	\$186,000	\$421,000	\$ 235,000	126.34%
Total	\$ 784,131	\$905,800	\$ 121,669	15.52%
Total General Fund Expenditures	\$ 13,040,781	\$ 13,419,005	\$ 378,224	2.90%

FY 2026 Capital by Department

<u>Administration</u>		<u>Amount</u>
Computer Equipment	Various IT Needs	\$ 10,000.00
Department Total		\$ 10,000.00
<u>Building Department</u>		
Computer Equipment	Various IT Needs	\$ 10,000.00
Department Total		\$ 10,000.00
<u>Public Safety</u>		
(2) Vehicles	Patrol + Up-Fit	\$ 195,000.00
Building Improvements	Pubic Safety Building Remodel	\$ 90,000.00
Axon	In-Car Cameras	\$ 42,000.00
Marine Equipment	Whaler Boat Engines	\$ 40,000.00
Police Equipment	Radios-Portable, Vision Goggles	\$ 37,000.00
Axon	Body Cameras	\$ 22,000.00
Software	Fire Program-MCFR, Power DMS	\$ 16,000.00
Police Equipment	Tasers	\$ 13,800.00
Marine Equipment	Ballistic Vest	\$ 9,000.00
Department Total		\$ 464,800.00
<u>Public Works</u>		
(2) Vehicles	Sanitation/Dump Beds	\$ 125,000.00
Heavy Equipment	Front End Loader	\$ 121,000.00
Roads, Drainage, Sidewalks	Capital Maintenance	\$ 120,000.00
Building Improvements	Town Hall Building Improvements	\$ 50,000.00
Equipment	Grounds	\$ 5,000.00
Department Total		\$ 421,000.00
Grand Total		\$ 905,800.00
Prior Year Rollover		\$ -
Current Year CIP		\$ 905,800.00

Electric Underground Debt Service

FY 2025-2026 Annual Budget

Electric Underground Revenue		
Account Description	Adopted Budget FY 2024-2025	Proposed Budget FY 2025-2026
Ad Valorem Taxes	\$802,512	\$802,512
(Proposed at .2100 Mills)		
Total Revenue	\$802,512	\$802,512

Electric Underground Expenditures		
Debt-Principal	\$674,313	\$700,466
Interest	\$128,199	\$102,046
Total Debt Expenditures	\$802,512	\$802,512

Beautification Fund

FY 2025-2026 Annual Budget

Revenues	
Account Description	Proposed Budget FY 2025-2026
Donations	\$ -
Transfer from Designation for Beautification	\$ 100,000.00
Total Beautification Reserve Fund Revenues	\$ 100,000.00

Expenditures	
Account Description	
Grounds Projects	\$ 100,000.00
Other Misc. Chgs & Obligations	\$ -
Total Expenditures	\$ 100,000.00

Conservation Fund

FY 2025-2026 Annual Budget

Revenues	
Account Description	Proposed Budget FY 2025-2026
Donations	\$ -
Transfer from Designation for Conservation	\$ 50,000.00
Total Conservation Reserve Fund Revenues	\$ 50,000.00

Expenditures	
Account Description	
Contracted Svcs-Land Improvements/Maintenance	\$ 50,000.00
Other Misc. Chgs & Obligations	\$ -
Total Expenditures	\$ 50,000.00

Christmas Fund

FY 2025-2026 Annual Budget

Revenues	
	Proposed Budget
Account Description	FY 2025-2026
Donations	\$ 212,000.00
Total Christmas Fund Revenues	\$ 212,000.00
Expenditures	
Account Description	
Administration Payroll	\$ 41,035.00
Fica Taxes	\$ 2,543.64
Medicare Taxes	\$ 595.01
Public Safety Payroll	\$ 104,000.00
Fica Taxes	\$ 6,448.00
Medicare Taxes	\$ 1,508.00
Building, Planning & Zoning Payroll	\$ 14,900.00
Fica Taxes	\$ 923.80
Medicare Taxes	\$ 216.05
Public Works Payroll	\$ 37,000.00
Fica Taxes	\$ 2,294.00
Medicare Taxes	\$ 536.50
Total Expenditures	\$ 212,000.00

Beach Protection District FY 2025 – 2026 Proposed Budget

FY 2025-2026 Beach Protection District Revenues

Account Description	Adopted Budget FY 2024-2025	Proposed Budget FY 2025-2026	Difference	% Change
Ad Valorem Taxes (Proposed 1.000 Mills)	\$ 3,380,769	\$ 3,810,401	\$ 429,632	12.7%
FEMA Reimbursement	\$ 23,666,698	\$ -	\$ (23,666,698)	-100.0%
State Grant-Beach Renourishment	\$ -	\$ -	\$ -	0.0%
State Disaster Relief	\$ 3,380,957	\$ -	\$ (3,380,957)	-100.0%
Interest Income	\$ 200,000	\$ 225,000	\$ 25,000	12.5%
County Cost Share	\$ -	\$ -	\$ -	0.0%
Transfer-Desig for Beach Renourishment	\$ 807,539	\$ -	\$ (807,539)	0.0%
Total Revenues	\$ 31,435,963	\$ 4,035,401	\$ (27,400,562)	-87.2%

FY 2025-2026 Beach Protection District Operating Expenditures

Account Description	Adopted Budget FY 2024-2025	Proposed Budget FY 2025-2026	Difference	% Change
Salaries & Wages	\$ 321,000	\$ 185,000	\$ (136,000)	-42.4%
Auto Allowance	\$ 6,000	\$ 6,000	\$ -	0.0%
FICA	\$ 22,470	\$ 11,842	\$ (10,628)	-47.3%
Medicare	\$ 4,173	\$ 2,770	\$ (1,404)	-33.6%
Pension Contribution	\$ 37,000	\$ 27,750	\$ (9,250)	-25.0%
Health / Dental Insurance	\$ 43,583	\$ 43,583	\$ -	0.0%
Cafeteria	\$ 1,825	\$ 1,825	\$ -	0.0%
Short-Term Disability	\$ 200	\$ 200	\$ -	0.0%
Long Term Disability/Life	\$ 1,850	\$ 2,000	\$ 150	8.1%
Employee Assistance	\$ 100	\$ 100	\$ -	0.0%
Workers Comp	\$ 4,242	\$ 3,800	\$ (442)	-10.4%
Personnel Cost	\$ 442,443	\$ 284,870	\$ (157,574)	-35.6%
Prof Svcs-Legal/General	\$ 25,000	\$ 25,000	\$ -	0.0%
Finance/ Accounting	\$ 7,500	\$ 7,500	\$ -	0.0%
Prof Svcs-Eng Consultants	\$ 100,000	\$ 100,000	\$ -	0.0%
Prof Svcs-Lobbying	\$ 25,000	\$ 25,000	\$ -	0.0%
Contracted Services - IT	\$ -	\$ -	\$ -	0.0%
Travel & Per Diem	\$ 3,000	\$ 3,000	\$ -	0.0%
Telephone	\$ 1,020	\$ 1,020	\$ -	0.0%
Equipment Maintenance	\$ 7,500	\$ 7,500	\$ -	0.0%
Prof Svcs-Public Relations	\$ -	\$ -	\$ -	0.0%
Other Misc Chgs & Obligations	\$ 6,000	\$ 6,000	\$ -	0.0%
Bank Charges	\$ 500	\$ 500	\$ -	0.0%
Beach Cleaning	\$ 30,000	\$ 30,000	\$ -	0.0%
Books, Pubs, Subs & Memberships	\$ 1,000	\$ 1,000	\$ -	0.0%
Personnel Training	\$ 3,000	\$ 3,000	\$ -	0.0%
Machinery & Equipment	\$ 9,000	\$ -	\$ (9,000)	-100.0%
Transfer to General Fund	\$ 75,000	\$ 75,000	\$ -	0.0%
Debt Service	\$ -	\$ -	\$ -	0.0%
Operating Costs	\$ 293,520	\$ 284,520	\$ (9,000)	-3.1%
Total General Government	\$ 735,963	\$ 569,390	\$ (166,574)	-22.6%

FY 2025-2026 Beach Project Expenditures

Account Description	Adopted Budget FY 2024-2025	Proposed Budget FY 2025-2026	Difference	% Change
Prof Svcs-Eng Consultants	\$ 310,000	\$ 250,000	\$ (60,000)	-19.4%
Turtle Monitoring/Shorebird Monitoring	\$ -	\$ 250,000	\$ 250,000	0.0%
Reef Monitoring	\$ 175,000	\$ 120,000	\$ (55,000)	-31.4%
Beach Surveys	\$ 250,000	\$ 150,000	\$ (100,000)	-40.0%
Beach Maintenance	\$ -	\$ 35,000	\$ 35,000	0.0%
Dune Restoration	\$ 400,000	\$ 500,000	\$ 100,000	25.0%
Beach Renourishment Project	\$ 28,565,000	\$ -	\$ (28,565,000)	-100.0%
Beach Renourishment Project (MC Cost Share)	\$ -	\$ -	\$ -	0.0%
Contingency	\$ 1,000,000	\$ 100,000	\$ (900,000)	-90.0%
Total Beach Protection Project Expenditures	\$ 30,700,000	\$ 1,405,000	\$ (29,295,000)	-95.4%
Total Beach Protection District Expenditures	\$ 31,435,963	\$ 1,974,390	\$ (29,461,574)	-93.7%
Transfer to Reserves for Future Beach Projects	\$ -	\$ 2,061,011	\$ 2,061,011	0.0%
Total Reserves and Expenditures	\$ 31,435,963	\$ 4,035,401	\$ (27,400,562)	-87.2%

Millage Rates

2025 General Fund Millage - 2.8086 mills

2026 GF Proposed Millage - 2.8086

2026 GF Estimated Rolled Back Rate - 2.6096

2025 Beach Erosion District - .9593 mills

2026 Beach Proposed Millage - .9593

2026 Beach Estimated Rolled Back Rate - .8913

2025 Electric Debt Service Fund - .2273 mills

2026 Electric DS Proposed Millage - .2100

2026 Estimated Rolled Back Rate - .2100

Total 2025 Adopted Millage Rate = 3.9952

Total 2026 Proposed Millage Rate = 3.9779

Town of Jupiter Island

Memorandum

To: Mayor and Town Commission

Bob Garlo, Town Manager

From: Catherine Harding, Building, Planning and Zoning Director

Ref: Variances

Date: July 15, 2025

The attached was presented to the Town Commission in August 2024. It was a recommendation for merging the Alternate Development Standards with the LDR's. The memo defined which Ordinances should require a Board of Adjustment variance and why. That recommendation was incorporated into the adoption of Ordinance No. 401, December 6, 2024. Ordinance NO. 401 refers to a Board of Adjustment Variance which in sum is a hardship variance.

The proposed Ordinance No. 408 adds additional LDR's to the hardship variance. Rather than make more variances a hardship variance, the Commission could adopt a second type of variance called "Town Variance" which is less restrictive and subject to review and approval by the proposed Development Review Board.

August 2024

Memo: Alternate Development Standards, Merged with the General Standards of the Land Development Regulations. Re: Ordinance No. 401

The Alternate development Standards were merged with the general standards of the LDR's at the request of the Commission. As a result, the need for approval from the Board of Adjustment is reduced in a few sections. But for the most part, the sections which do require a variance will continue to be heard by the Board of Adjustment.

In the process, the Alternate Development Standards were inserted under the section to which they apply and are numbered with the same section number followed by an A. (example 2.02A) If a variance is needed, the specific conditions under which a variance may be granted is listed under

that section, except for Article III, Sec. 11.03 and Article III, Sec. 11.04 which apply to all Zoning Districts.

The sections which should require Board of Adjustment approval fall under two categories: non-conformities and public impact, as follows:

Non-conformity:

Article IX. Nonconformities.

Sec. 2.02 (C) A. Variance for the replacement of a nonconforming building, dock or dune crossover.

Sec. 4.00 A. Variance for the conversion of one nonconforming use to another nonconforming use.

Article III. Zoning districts.

Sec. 11.03. Variance for an accessory use not listed under “permitted uses” in a zoning district.

Public Impact:

Article III. Zoning districts.

Sec. 11.04. Variance for the installation of a reverse osmosis plant in a zoning district.

Article IV. Supplemental regulations.

Sec. 2.00 A. Variance for the initial measuring point of a building.

Sec. 3.01 A. Variance for the placement of more than three feet of fill.

Sec. 3.07 A. Variance for docks and dune crossovers.

Sec. 3.10 A. Variance for reduction of required off-street parking.

Sec. 3.12 A. Variance for communication towers and antennas.

Article VI. Signs.

Sec. 2.02(C) A. Variance for increase in sign area.

Sec. 2.02(E) A. Variance for illuminated signage.

Reference to seeking relief through the Board of Adjustment is stated throughout the LDR's. They allow a variance from the standard and have no specific criteria. However, variances created through the Alternate Development Standards are specific. They contain guidance for approval that makes sense. Further, they are important variances that should have a consistent formulated criterion.

A copy of the revised LDR's is attached for your reference. If you scroll through it, you can see the changes highlighted in yellow. In addition, Article X, Division 4 has been deleted in its entirety, as this section reached sunset June 1, 2016.

CAH/Aug. 24

TOWN OF JUPITER ISLAND**MEMORANDUM**

TO: Robert Garlo, Town Manager *RG*

FROM: Bill Sutton, Director of Information Technology

RE: Public Meeting Streaming

DATE: 06/10/2025

The current live streaming system, powered by dedicated hardware, delivers a significantly more stable and higher-quality audio and video experience compared to the previous remote participation platform. It also centralizes meeting recordings alongside agendas and supporting materials, providing a seamless user experience. A key advantage of the current system is its ability to index and bookmark video content, enabling residents to navigate directly to agenda items of interest. Reverting to a remote participation platform would eliminate this functionality, forcing users to manually scrub through hours of video to locate relevant discussions, which is both time-consuming and frustrating.

The previous platform relied on the podium PC to run the software and connect via VOIP, which was prone to dropped connections during meetings, disrupting participation and viewing. Additionally, platforms like GoToWebinar, Zoom, and similar tools require participants to register with their name and email address for each meeting, creating an unnecessary barrier to access. Users must also download an app or navigate complex browser-based configurations, which can be challenging, particularly for less tech-savvy residents. These requirements led to frequent complaints about registration issues and technical difficulties before, during, and after meetings.

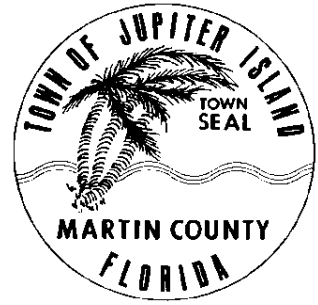
In contrast, the live streaming system has received positive feedback for its simplicity. Residents can access meetings with a single click to play the stream in any web browser, across all platforms, without the need for downloads or registration. This ease of use enhances accessibility and encourages broader community engagement. Pre-submitted public comments, which can be facilitated through the current system, ensure that resident input is still incorporated into meetings in an organized manner.

The current system's ability to archive meetings with indexed bookmarks supports transparency and long-term access, making it easier for residents, researchers, or officials to reference past meetings without navigating cumbersome third-party platforms.

Switching back to a platform like GoToWebinar would introduce unnecessary complexity and reduce accessibility, particularly for residents who struggled with the technical requirements of the previous system. The live streaming solution not only provides a superior viewing experience but also aligns with the goal of making public meetings inclusive and user-friendly. By continuing to leverage dedicated hardware and centralized content management, we can ensure that all residents have equitable access to high-quality meeting broadcasts without the barriers imposed by remote participation software.

MEMORANDUM

To: Mayor & Town Commissioners
From: Kelly Layman, Legislative & External Relations Consultant
Through: Robert Garlo, Town Manager
Date: July 10, 2025
Re: Post-Legislative Session Summary, Part 2: Policy Bills
 Enacted into Law from the 2025 Session



The following memo outlines bills that passed in the 2025 Session that are *among the more significant to local governments, and/or the Town in particular*. This list is highly tailored for executive summary reading. Where germane, I have highlighted language in certain summaries, to bring attention to the known or potential Town-specific relationship, and/or to assist with faster reading of longer summaries.

Of 1,989 bills filed, 269 passed both chambers of the Legislature. Not all 269 bills passed by the Legislature were signed into law by the Governor. Eleven policy bills were vetoed, and 3 became law without this Governor's signature, marking a new approach in his historical treatment of bills (to either sign or veto). In addition, the Governor vetoed hundreds of line items from the 2025-2026 State Budget totaling \$567 million. (In reality, those line-item vetoes became part of \$1.35 billion in vetoes across all appropriations & bills which contained fiscal impact.)

At your June meeting, I presented "Part 1" on bills of import that *did not pass*. Those either died in the waning days of Session or were significantly changed enough in the amendatory process that the language no longer adversely impacted the Town (as had been the case for weeks or months prior).

Any Town action required as a result of new law is led by the Town Manager and Town Clerk, and/or respective department heads. As you know, *many bills* that did not pass are, once again, expected to return in the 2026 Session.

Finally, I am including the following at the end of this legislative summary:

Attachment 1. Two veto letters transmitted by the Governor of note.

Attachment 2. Letters from the Senate President and House Speaker related to negotiations and Session overtime issues.

Attachment 3. A news article on the new law shielding elected officials' addresses from the public.

Attachment 4. Our June email to the Governor's staff (as directed by the Commission), opposing two sections of **Senate Bill 180** and complimenting the remainder.

Attachment 5. A side-by-side analysis provided to Town Manager for **Senate Bill 180**. As you know, this law contains pre-emptions for LDRs and comp plans. You discussed SB 180 at length at your June meeting—since then, the Governor signed it into law.

Thank you for your ongoing support of the Town's legislative program. I can confidently represent to you that it made a critical difference at many inflection points—before, during, and after Session.

CERTIFIED RECOVERY RESIDENCES (SB 954)¹

Requires local governments to adopt an ordinance that will formalize and streamline the process for applicants seeking reasonable accommodations from land use regulations relating to certified recovery residences. The ordinance must be consistent with the Fair Housing Amendments Act of 1988 and Title II of the Americans with Disabilities Act. Requires each local government to date-stamp an application request upon receipt. If additional information is required, the local government must notify applicant in writing within first 30 days and allow applicant 30 days to respond. Requires the local government to issue a final written determination on the application within 60 days after receipt. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved, unless the parties agree in writing, to a reasonable extension of time.

ETHICS (SB 348)

Prohibits candidates, elected public officers, appointed public officers, and public employees from knowingly misrepresenting their Armed Forces of the United States service records, awards, or qualifications. The bill also prohibits these individuals from wearing any uniform, medal, or insignia that they are not authorized to wear. Clarifies that a civil or restitution penalty under the Code of Ethics for Public Officers and Employees is considered delinquent if the penalty has not been paid within 90 days of its imposition by the Florida Commission on Ethics. Requires the Florida Attorney General to determine whether the individual owing the penalty is a current public officer or employee and, if so, to notify the appropriate governing body of the penalty owed. Upon receipt and verification of such notice from the Attorney General ... the governmental entity [affiliated with the official] may retain/withhold an amount from the individual's pay to cover its administrative costs incurred. The bill authorizes the Attorney General to refer any unpaid penalty to the appropriate collection agency.

INDEMINIFICATION AND INSURANCE OBLIGATIONS OF COMMUTER RAIL TRANSPORTATION PROVIDERS (HB 867)

Creates the Coastal Link Commuter Rail Service Act to establish a framework relating to the indemnification of, and insurance related to, the provision of commuter rail services by the various providers on the coastal link corridor. The indemnification and insurance obligations are similar to what is currently in place for SunRail and TriRail. The Act defines various terms relevant to the rail transportation providers and governmental agencies involved. The bill identifies the Florida East Coast Railway, the South Florida Regional Transportation Authority, Brightline, and "agencies" as parties operating rail service on the coastal link corridor. It authorizes agencies to assume certain obligations relating to rail liability on the coastal link corridor, subject to specified limitations. It limits the agencies' assumptions of liability and provides an insurance coverage limit of \$323 million per occurrence, which may be adjusted in accordance with federal law. Requires the agencies to establish a self-insurance retention amount of \$5 million. The bill provides that the assumption of liability, the purchase of insurance, or the establishment of a self-insurance retention fund is not a waiver of sovereign immunity, nor does it increase an agency's limits on liability under sovereign immunity. It further provides that the Florida East Coast Railway and Brightline are not entitled to sovereign immunity.

¹ For ease of reading, no Committee Substitute references are included in this customized post-Session summary.

CONGRESSIONAL MEMBERS AND PUBLIC OFFICERS (SB 268)

Creates a public records exemption for partial home addresses and telephone numbers of current congressional members and public officers and their spouses and adult children, as well as the names, home addresses, telephone numbers, and dates of birth of, and the names and locations of, schools and day care facilities attended by the minor children of such congressional members and public officers.

PLATTING (SB 784)

Requires that plat or replat submittals be reviewed and approved administratively. A county or municipal governing body must designate an administrative authority to review, process, approve, approve with conditions, or deny submittals. The body or designee has 7 days from receipt of application to acknowledge it, provide information on the plat approval process, identify anything missing in application, and inform applicant of timeframes for reviewing, approving, or processing the application. Unless applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the submittal within the timeframe identified in the written notice. If the submittal is not approved, the administrative authority must notify the applicant in writing of the specific reasons, with citations, for the denial. The administrative authority may not request or require the applicant to file a written extension of time.

AD VALOREM TAX EXEMPTION (HB 1215)

Proposes an amendment to the Florida Constitution to exempt tangible personal property that meets the following requirements:

- 1) is habitually located or typically present on agricultural land;
- 2) used in the production of agricultural products or for agritourism activities; and
- 3) is owned by the landowner or leaseholder of the agricultural land.

TAXATION (HB 7031 ER)

Addresses a considerable number of Florida statutes relating to tax and revenue that impact certain municipalities. **FYI only, for likely surrounding and regional impacts:**

- ▶ Local Communication Services Tax: The local rates are frozen until 2031 and each municipality must prioritize the use of these funds to ensure the timely review and processing of right-of-way permits for communications service providers pursuant to federal and state law.
- ▶ Business Rent Tax: This tax is eliminated by repeal of its governing law, section 212.031, Florida Statutes, effective October 1, 2025.
- ▶ Creation of the Rural Community Investment Program: For entities that have invested \$100 million or more in Rural Areas of Opportunity as defined by section 288.0656, Florida Statutes, may receive a tax credit, capped at \$7 million, if specific parameters are met, including but not limited to, job creation, or retention.
- ▶ ~~Property Tax Study to Eliminate or Reduce Homestead Property Taxes: This study is to be conducted by the Office of Economic and Demographic Research, addressing specific parameters, options, and market analysis. The report is due by November 1, 2025.~~ **VETOED BY GOVERNOR**

MIGRANT VESSELS (SB 380)

Revises current law relating to the requirements that a law enforcement agency must follow for relocation or removal of derelict vessels to include migrant vessels. It defines the term “migrant vessel” and further authorizes a law enforcement agency or its designee to remove such vessel from state waters and destroy and disposal of the vessel.

FYI: ANCHORING LIMITATION AREAS/MIAMI-DADE COUNTY (HB 481)

Revises anchoring and mooring requirements within Miami-Dade County only and authorizes a municipality in the county to regulate same for a period of 1 hour or more, after sunset and before sunrise, for more than 30 days in any 6-month period.

VESSEL ACCOUNTABILITY (SB 164)

Revises current law relating to vessel ownership, nuisance and derelict vessels, and anchoring and mooring practices. Deletes the definition of “owner” and replaces it with a definition for “vessel owner.” **With respect to derelict (“abandoned”) vessels**, the bill authorizes a law enforcement officer to require a test of a vessel’s means of propulsion to be conducted immediately if the owner or operator is present on the vessel. If the owner or operator is not present, the owner or operator must conduct the test in the presence of a law enforcement officer within 48 hours of receiving notice. **With respect to anchoring, the bill:**

- Require vessel owners to obtain a long-term, no-cost anchoring permit when engaging in long-term anchoring (effective 1/1/2026). “Long-term anchoring” means anchoring a vessel within 1 linear nautical mile of a documented anchorage point for 14 days or more within a 30-day period.
- Specifies information that must be provided in a long-term anchoring permit application. Such permits expire 1 year after issuance. A permit may be revoked if the permitted vessel is derelict, at risk of becoming derelict, or is operated in violation of marine sanitation laws. A permit is not required if a vessel is docked at a public or private dock or moored to a permitted mooring buoy.
- Provides the following noncriminal violations may be enforced by a uniform boating citation mailed to the registered owner of an unattended vessel anchored, aground, or moored on state waters: operating, using or storing a vessel with an expired registration on state waters; and anchoring a vessel within 1 linear nautical mile of a documented anchorage point for 14 or more days in a 30-day period without a long-term anchoring permit.
- Modifies current law relating to when a vessel will be declared a public nuisance to extend the time during which the violations occur, from 18 to 24 months. Specifies penalties for violating long-term anchoring requirements and provides that a vessel subject to 3 or more violations of long-term anchoring requirements without a permit within a 24-month period must be declared a public nuisance.
- Provides that Florida Fish and Wildlife Conservation Commission (FWCC) or law enforcement officer may remove public nuisance vessels from waters of the state and will not be held responsible for damages to the vessel unless the damages result from gross negligence or willful misconduct. It specifies that the title of a derelict vessel is prima facie evidence of ownership, and that an owner will not be exonerated from the responsibility of having a derelict vessel if the owner fails to follow the statutory procedures for transfer of ownership of a vessel. It also prohibits a person from residing on a vessel determined to be derelict.
- Expands the scope of FWCC’s derelict vessel removal and disposal grant program to include prevention.

AFFORDABLE HOUSING (SB 1730)

Revises the land use policy provisions within the Live Local Act. Amends optional municipal and county affordable housing provisions. Authorizes, but does not require, a municipality or county to authorize an affordable housing development on any parcel, including any contiguous parcel, owned by a religious institution and containing a house of worship, regardless of the underlying zoning. Addresses proposed developments on parcels with a contributing structure or building within a historic district listed in the National Register of Historic Places before January 2000, or on parcels with a structure or building individually listed in the National Register. For such developments, the bill authorizes a county or municipality to restrict the height of a proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within $\frac{3}{4}$ mile of the proposed development, or 3 stories, whichever is higher. The term “highest currently allowed” in this paragraph includes the maximum height allowed for any building in a zoning district, irrespective of any conditions. A county or municipality must administratively approve the demolition of an existing structure associated with such a development if the proposed demolition otherwise complies with all state and local regulations. If the proposed development is on a parcel with a contributing structure or building or is on a parcel with a structure or building individually listed as described above, the county or municipality may administratively require the proposed development comply with local regulations relating to architectural design, provided it does not affect height, floor area ratio, or density of the proposed development. The bill specifies that Live Local Act projects are subject to administrative approval by a local government, without further action required by the governing body or any quasi-judicial or administrative board or reviewing body, if the development satisfies the local government’s land development regulations for multifamily uses and is consistent with the comprehensive plan. The bill prohibits a municipality or county from imposing a building moratorium that has the effect of delaying the permitting or construction of a Live Local Act project, except as specified. It authorizes a local government to impose such a moratorium by ordinance for no more than 90 days in any three-year period. Before adopting such a moratorium, the local government must prepare an assessment of the governmental entity’s need for affordable housing. The assessment must be posted on the local government’s website and included in the local government’s business impact estimate for the moratorium ordinance

In addition, beginning November 1, 2026, municipalities and counties are required to provide an annual report to the Department of Economic Opportunity that includes the following for the previous fiscal year:

- a summary of any litigation involving the Live Local Act;
- a list of Live Local projects approved or proposed (including size, density, intensity, number of units, number of affordable units and associated household income).

The Department will submit the aggregated information to the Governor and Legislature annually.

Authorizes an applicant for a proposed development with an application submitted prior to July 1, 2025, to notify the county or municipality of its intent to proceed under the Live Local Act as it existed at the time of application or its intent to submit a revised application to proceed under the Live Local Act as revised by this bill.

UTILITY SERVICE RESTRICTIONS (HB 1137)

Expands existing preemption that prevents a municipality or county from taking action that has the effect of prohibiting the types or fuel sources of energy production that may be supplied, used, or delivered by a public utility or a natural gas transmission company, or a liquified petroleum gas dealer or dispenser. Prohibits the Florida Building Commission and the State Fire Marshal from adopting any provision that prohibits or requires the installation of materials to facilitate the use of more than one type of fuel source of energy production, except as specified.

WATER ACCESS FACILITIES (HB 735)

Provides for sovereign submerged land leases for Clean Marine Manufacturer facilities and provides for competitive grant programs for the construction and maintenance of publicly owned parking for boat-hauling vehicles and trailers.

STATE LAND MANAGEMENT (HB 203)

Requires the Florida Department of Environmental Protection to make available to the public, within a specified timeframe, electronic copies of land management plans for parcels of a certain size and for parcels located in state parks. Defines the term “conservation-based recreational uses” and prohibits the construction of certain facilities within the boundaries of state parks for the protection of certain resources. Requires the state parks division to comply with specified provisions when granting certain privileges, leases, concessions, and permits. “”Conservation-based recreational uses” means public outdoor recreational activities such as fishing, camping, bicycling, hiking, natural study, swimming, boating, canoeing horseback riding, diving, birding, sailing, jogging. To ensure the protection of state park resources, native habitats, and archeological and historical sites ...” sporting facilities such as ... “golf courses, tennis courts, pickleball courts, ball fields, or other sporting facilities may not be constructed with the boundaries of state parks.”

ANNEXING STATE-OWNED LANDS (SB 384)

Requires a municipality seeking to annex state-owned lands to notify each member of the [state] legislative delegation of that county in which the land is located when advertisement for first public hearing is published.

FARM PRODUCTS (HB 211)

Provides that the collection, storage, processing, and distribution of a farm product is an activity of a bona fide farm operation that a governmental entity may not restrict or regulate. The bill revises the definition of “farm product” to include plants and plant products, regardless of whether such plants and plant products are edible or nonedible.

FENTANYL TESTING (HB 1195)

Requires hospitals or hospital-based off-campus emergency departments providing care for a possible drug overdose or poisoning to include testing for fentanyl in any urine test that is administered. If the test is positive for fentanyl, a confirmation test must be performed. The test results must be retained as part of the patient’s clinical record.

CONSTRUCTION REGULATIONS (HB 683)

Addresses regulation of synthetic turf, public construction, building permits, and the use of private providers for certain plan reviews and inspections.

With respect to synthetic turf, the bill:

- Requires the Department of Environmental Protection (DEP) to adopt minimum standards by rule for installation of synthetic turf on single-family residential properties 1 acre or less in size. Standards must consider material type, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting the environmental conditions of adjacent properties. Upon the adoption of such standards by DEP, the bill prohibits local governments from prohibiting a property owner from installing synthetic turf that complies with DEP's standards in single-family residential areas 1 acre or less in size. A local government may not regulate synthetic turf on such properties in a manner that is inconsistent with DEP's standards.

With respect to public construction, the bill:

- Requires a local government that issues a change order to act within a specified timeframe after receiving a price quote from contractor. The local government has 35 days to approve or deny a price quote and send written notice of its decision to the contractor. If the local government denies the price quote, it must specify the alleged deficiencies and the actions necessary to remedy the deficiencies.
- Specifies that if a local government fails to meet these requirements, the price quote is "deemed approved" and the local government will be liable to the contractor for all overhead associated with the change order.
- Specifies that a contract between a local government and a contractor may not alter the local government's duties under section 218.755, Florida Statutes.
- Prohibits a local government, when scoring bids for a public works project, from penalizing a bidder for performing a larger volume or rewarding a bidder for performing a smaller volume of construction work.

With respect to building permits, the bill:

- Prohibits a local enforcing agency from requiring the submission of a contract between a builder and an owner, any copies of such contract, or any associated documents, including, but not limited to, letters of intent, material cost lists, labor costs, or overhead profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application.
- Revises the definition of "single-trade inspection" and adds "single-trade plans review" within the definition to include any inspection or plans review focused on a single construction trade.
- Authorizes a private provider to use any automated or software-based plans review system to determine compliance with one or more applicable codes for a single-trade plans review.
- Requires a local building official to issue a requested permit to a private provider for single-trade plans review for single-family or two-family dwellings no more than five days after receipt of the permit application.

LOCAL GOVERNMENT LAND DEVELOPMENT REGULATION (SB 1080)

[EFFECTIVE DATE: OCTOBER 1, 2025]

Revises timeframes for counties and municipalities to process applications for approvals of development permits or development orders, and requires local governments to issue certain refunds for failure to meet the timeframes.

- Requires counties and municipalities to specify in writing whatever information must be submitted in an application for zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance.
- Requires counties and municipalities to confirm receipt of an application for a development permit or order within 5 days. The bill does not otherwise change current law timeframes for review and action on a development permit or development order.
- Requires the statutory timeframes to restart if an applicant makes a substantive change to an application, which is defined as a change of 15% or more in the proposed density, intensity, or square footage of a parcel. The bill requires counties and municipalities to issue refunds ranging from 10% to 100% of the application fee for failure to meet the existing statutory timeframes.
- Modifies law relating to enforcement of the Florida Building Code by specifying that fees used for carrying out the local government's responsibilities for enforcing the Florida Building Code include any process or enforcement related to obtaining or finalizing a building permit.
- Revises law relating to impact fees and the circumstances under which an impact fee rate may be increased beyond the phase-in limitations established in the statute. Requires that an impact fee increase be approved unanimously, and that the increase must be implemented in at least two but not more than four annual increments. In
- A local government may not increase an impact fee beyond the phase-in limitations if the local government has not increased its impact fee within the past 5 years, excluding any year in which said local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area.

UNLAWFUL DEMOLITION OF HISTORICAL BUILDINGS & STRUCTURES (SB 582)

Authorizes a code enforcement board or special magistrate to impose increased fines for the demolition of a structure individually listed on the National Register of Historic Places or that is a contributing resource to a National Register-listed district. The demolition must have been knowing and willful, not permitted, and not the result of a natural disaster.

BEACHES (SB 1622)

Repeals current law relating to the establishment of recreational customary use of beaches. Also addresses beach restoration projects in counties located adjacent to the Gulf of America that have at least 3 municipalities and an estimated population of less than 275,000. For these counties, the erosion control line shall be the mean high-water line as determined by a survey conducted by the State. If an erosion control line has not been established for a critically eroded shoreline, the State shall adopt the erosion control line by resolution. Authorizes the Florida Department of Environmental Protection to proceed with beach restoration projects for any area designated by FDEP as critically eroded. Specifies that certain beach restoration projects do not require a public easement and that any additions to property seaward of the erosion control line that result from the restoration project remain state sovereignty lands.

EDUCATION (HB 1255)

A lengthy education bill, with new preemptions impacting municipalities and counties as it relates to charter schools and private schools:

1. If a charter school meets requirements of state law, the municipality or county must administratively approve the school's site plan or development application.
2. Prohibits municipalities and counties from requiring charter schools to obtain a special exception or conditional use approval to be considered an allowable use under local government land development code.
3. Prohibits a municipality or county from enforcing conditions—such as limits on the number of students or teachers, hours of operation, or recreation space—unless those conditions are uniformly applied to all public schools and the charter school is located on a site with a previously approved development order that includes such conditions.
4. With respect to private schools, the bill specifies that in counties with exactly 4 incorporated municipalities (Clay, Sarasota, and Bradford counties), private schools may construct new temporary or permanent facilities on certain properties, such as those previously used by churches, libraries, museums, or child care centers, without the need for a rezoning, special exception, land use change, or any mitigation requirement.

NG911 SYSTEMS (SB 7006)

Expands a current exemption from public records requirements for components of 911, E911, and public safety radio communications systems to include NG911 [Next Generation 911] systems.

Expands a current law exemption from public meetings requirements to include portions of meetings that would reveal certain components of such NG911 systems.

ADMINISTRATION OF CONTROLLED SUBSTANCES (HB 519)

Authorizes a certified paramedic, while providing emergency services, to administer a controlled substance if the paramedic is under the supervision and direction of a health care practitioner.

ARREST AND DETENTION OF INDIVIDUALS WITH SIGNIFICANT MEDICAL CONDITIONS (HB 1099)

Authorizes law enforcement to use discretion based on the totality of circumstances in determining whether to make an immediate arrest of a person with a significant medical condition. The term “person with a significant medical condition” is defined as a person who is a patient or resident of a hospital, a nursing home facility, or an assisted living facility.

ASSAULT OR BATTERY ON A UTILITY WORKER (SB 1386)

Reclassifies certain offenses committed against a utility worker engaged in work on critical infrastructure. Defines the term “utility worker” as a person bearing an emblem or other physical marking that identifies the utility and that clearly identifies the person as a utility worker employed or contracted by an entity that operates or controls a facility for the generation, transmission or furnishing to the public, electricity, gas, water, wastewater, or communications service.

DANGEROUS DOGS (HB 593)

The bill requires, rather than authorizes [current law], that dogs subject to certain dangerous dog investigations that have killed or bitten a person to a certain severity be immediately confiscated, placed in quarantine if necessary, impounded, and held. If a dangerous dog has killed or bitten a person to a certain severity, the bill requires the animal control authority to euthanize the dog. For any other dangerous dog that is surrendered to an animal control authority, the bill authorizes the authority to euthanize the dog. If the authority elects to place the animal for adoption, the bill requires the authority to post signs informing potential adopters that the dog is dangerous and provide information about owner responsibilities if a person adopts the dog. It requires dogs that have been declared dangerous to be microchipped and spayed or neutered. The owner of a dangerous dog must obtain at least \$100,000 of liability insurance. In addition, a dog owner who has knowledge of a dog's dangerous propensities is required to securely confine the dog as if the dog had been determined to be "dangerous" under Florida law. The bill also revises penalties for violation of statutes relating to dangerous dogs.

DANGEROUS EXCESSIVE SPEEDING (HB 351)

Establishes the offense of dangerous excessive speeding with fines and penalties. A person commits this offense if he or she operates a motor vehicle in excess of the speed limit by 50 mph or more, and/or at 100 mph in a manner that threatens the safety of other persons or property or interferes with the operation of any vehicle.

DRIVING AND BOATING OFFENSES (HB 687)

Increases the penalty for a conviction for DUI manslaughter, BUI manslaughter, vehicular homicide, or vessel homicide if a defendant has a prior conviction for committing DUI manslaughter or vessel homicide.

FIREFIGHTER HEALTH AND SAFETY (HB 929)

- Requires firefighter employees to purchase gear that does not contain chemical hazards or toxic substances when such gear becomes readily available on the commercial market.
- Requires employers that distribute and issue firefighting gear that contains or is manufactured with chemical hazards or toxic substances to provide their firefighter employees notice that the gear may contain or be manufactured with such substances.
- Encourages firefighter employers to implement work schedules that do not require normally scheduled shifts to exceed 42 hours per workweek.
- Mandates rulemaking relating to cancer prevention to include education about chemical hazards or toxic substances regarding personal protective equipment and employers' mental health best practices related to resiliency, stress management, peer support, and access to mental healthcare.

FLEEING OR ATTEMPTING TO ELUDE A LAW ENFORCEMENT OFFICER (HB 113)

Increases the ranking on the offense severity ranking chart in state law for specified offenses involving fleeing or attempting to elude a law enforcement officer. It provides a sentencing multiplier for second or subsequent offenses of fleeing or attempting to elude law enforcement officers.

OFFENSES INVOLVING MOTOR VEHICLES (HB 253)

Prohibits purchase, possession, manufacture, sale, distribution, or use of a “license plate obscuring device.” Increases the penalty if a person drives a vehicle with prohibited lights (red, red and white, or blue light) and stops or attempts to stop another vehicle.

RESILIENT FLORIDA TRUST FUND (CS/HB 1313)

Re-creates the Resilient Florida Trust Fund within the Department of Environmental Protection. The trust fund is a source of funding for the Resilient Florida Grant Program and the Statewide Flooding and Sea Level Rise Resilience Plan.

RESTRICTIONS ON FIREARMS & AMMUNITION DURING EMERGENCIES (HB 6025)

Repeals the law that previously prohibited a person from selling or offering to sell firearms or ammunition, or possessing a firearm in a public place, during a local state of emergency (i.e., hurricanes, etc.)

UTILITY RELOCATION (HB 703)

Revises the process by which communications service providers must relocate facilities located in a right-of-way. The bill creates the Utility Relocation Reimbursement Grant Program within the Department of Commerce to assist communications service providers with the cost of relocating utility infrastructure when required by local governments. Under current law, when a municipality or county instructs a communications service provider subject to Chapter 202, Florida Statutes, to relocate infrastructure from the public right-of-way, the provider must begin the work upon notice, and local governments are not responsible for the relocation costs. The bill maintains that framework but establishes the grant program to reimburse providers for actual, documented costs directly attributable to the physical relocation of facilities required by the local government. If funds are not available, the county or municipal authority is not responsible for paying the expense of such work, except as otherwise provided in subsection 337.403(1), Florida Statutes. The bill appropriates \$50 million annually from the communications services tax to fund the program.

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES (HB 961)

Revises the duties and authorities. County tax collectors act as authorized agents of the DHSMV.

- Prohibits the sale of service appointments unless authorized in writing by the Department or a tax collector.
- Authorizes tax collectors to deliver original certificates of title for motor vehicles or mobile homes and corrected certificates by mail or to make such certificates available at tax collectors’ offices.
- Authorizes tax collectors to fulfill an application for a duplicate copy of a certificate of title, and authorizes the Department and tax collectors, at the request of an applicant, to mail or deliver in person registration certificates and renewals, duplicate registration certificates, license plates, mobile home stickers, and validation stickers.
- Authorizes a lifetime disabled parking permit to a person who is certified as permanently disabled.
- Extends date for complete transition of all driver license issuance services to tax collectors who are constitutional officers to June 30, 2027.

GENERAL PERMITS FOR DISTRIBUTED WASTEWATER TREATMENT SYSTEMS (SB 796)

Grants a general permit for the replacement of an existing onsite sewage treatment and disposal system with a distributed wastewater treatment system (DWTS) if the DWTS and each unit within the DWTS is commonly owned and operated by the permittee if certain conditions are met.

A DWTS is an integrated system approach to treating wastewater consisting of one or more distributed wastewater treatment units. Each unit within the DWTS consists of an advanced onsite closed-tank wastewater treatment system that is remotely operated and controlled by the permittee using an electronic control system. It is designed to achieve secondary treatment standards and a minimum of 80 percent total nitrogen removal before discharge.

SEWER COLLECTION SYSTEMS (HB 1123)

Authorizes a municipality to use revenue generated by the municipality from operation of the municipality's central sewer system for expansion of the central sewer system.

SUBSTANCE ABUSE AND MENTAL HEALTH (HB 1091)

Recognizes Florida's 988 Suicide and Crisis Lifeline as a crisis service and designates Department of Children and Families (DCF) to provide oversight to Lifeline's call centers. Requires a 988 Suicide and Crisis Lifeline call center to meet national accreditation standards. Directs DCF to require the call centers to implement a plan to achieve statewide interoperability with the 911 system and to adopt rules relating to the call centers. Clarifies the responsibilities of the courts and administrative law judges (ALJs) in hearings for continued involuntary services.

ADMINISTRATIVE PROCEDURES [ACT] (SB 108)

Intro: The Legislature is the sole branch of government with the inherent power to create laws. However, the Legislature may use laws to delegate to executive branch agencies the power to create rules that have the same force and effect of law, which can in turn impact local governments, regulated entities, and the private sector (i.e., permitting applications or contracted services). Usually, the Legislature delegates rulemaking authority to a given agency because that agency has "expertise in a particular area for which they are charged with oversight."

This bill makes substantial changes in this environment of state government administrative operations. It shortens many timeframes, with the goal of increasing predictability and decreasing the protracted nature that sometimes exists in matters involving the Florida Administrative Procedures Act (APA). The new law adjusts mandates for reporting to and interfacing with the "supervising" legislative committee for APA issues, which is the Joint Administrative Procedures Committee (JAPC). That standing committee of the Legislature has both Senate and House members.

Since 2015, state agencies in Florida have reportedly created no less than 16,000 new rules.

This bill:

- institutes a one-time review of any new rule adopted after July 1, 2025 (to then occur every 5 years after its adoption).
- Mandates state agencies to review a portion of their existing rules every year for the next 5 years.
- sets a timeframe (total of 7 months) for an agency to propose language for a new rule.

- mandates that new rulemaking by publishing a notice of rule development must occur within 30 days of the effective date of the law. An agency must then publish a notice if proposed rule within 180 days thereafter. (However, if the Legislature does not direct/mandate the rulemaking, and allows/permits an agency to adopt a rule, the agency is not required to issue the notice of rule development within a specified time after the law goes into effect.)

Further, if an agency exceeds the above timeframe for proposing a rule, and fails to file an explanation of the delay with the JAPC, it must update the statement quarterly thereafter until it files its notice of proposed rule. When an agency fails to both timely issue a notice of proposed rule and file a notice of extension/explanation with JAPC, it must withdraw the rule and start again.

REVISIONS TO UNMANNED AIRCRAFT SYSTEMS ACT (HB 1121)

Increases criminal penalties if a person operates a drone over or near a critical infrastructure facility or if the system is operated with an attached weapon or firearm. Authorizes a law enforcement agency to use a drone to provide or maintain the public safety of a crowd of 50 people or more, and to provide security to elected officials. Provides for a criminal penalty if a user is conducting surveillance of a person or private property, and provides for an enhanced penalty if a person intentionally distributes surveillance obtained in violation of this prohibition.

TRANSPORTATION (SB 462)

This large bill, among other provisions:

- requires counties to report transportation project data annually to the Office of Economic and Demographic Research relating to the charter county and regional transportation system surtax.
- prohibits a person from operating a vehicle or vessel at a speed that creates excessive wake on a flooded street.
- specifies that a municipality, county, or authority which owns a public-use airport may participate in a Federal Aviation Administration partnership program with a private partner to operate the airport under lease or agreement.
- specifies that a local government may adopt an ordinance providing one or more minimum age requirements to operate an electric bicycle, motorized scooter, or micromobility device, and may adopt an ordinance requiring an operator of such a vehicle to possess a government-issued photo identification while operating it. Local governments may also provide training on the safe operation of such vehicles and compliance with traffic laws that apply to such vehicles.

Also includes major provisions related to Metropolitan Planning Organizations (MPOs), including these topics:

- Refocuses the purpose of MPOs to developing multimodal transportation systems in accordance with FDOT's mission statement.
- Prohibits the designation of new MPOs after July 2025, except in urban areas.
- Deletes requirements for MPOs to consult with each other to ensure consistency. Directs FDOT to convene MPOs of similar size annually to exchange best practices.
- Adds the following as proposed transportation enhancement activities to be included in a Long Range Transportation Plan: integration of advanced air mobility; integration of autonomous and electric vehicles, electric bicycles, and motorized scooters used for freight, commuter, or micromobility purposes.

TRANSPORTATION (SB 1662)

Comprehensive bill addressing the authority and operation of the Department of Transportation and rights-of-way.

- Specifies that a municipality may not prohibit or require a permit for the installation of a public sewer transmission line placed and maintained within and under publicly dedicated rights-of-way as part of a **septic-to-sewer conversion** where the work is being performed under permits issued by the DOT, or the Department of Environmental Protection.
- Makes several changes to statutes regulating airports and DOT infrastructure. Redefines the term “commercial airport” to include those large, medium, small, and non-hub airports as classified by the Federal Aviation Administration.
- **Introduces a requirement during a state of emergency for airports to provide DOT the opportunity to use any property that is not within the air navigation facility** for staging of equipment and personnel at no cost; however, after 60 days there must be a contract executed.
- **A publicly owned airport may not charge a landing fee established after January 2025 for aircraft operations conducted by an accredited nonprofit institution that offers a 4-year collegiate aviation program, if such aircraft operations are for pilot training and certification.**
- **Directs DOT to address the need for vertiports, advanced air mobility, and other aviation technology advancements** in the statewide aviation system plan, conduct a review of airport hazard zone regulations, and to coordinate with the Department of Commerce in the development of a viable advanced air mobility system plan. It directs DOT to designate an expert on advanced air mobility within the agency to serve as a resource for local jurisdictions.
- Authorizes a parking authority created by special act to operate and control parking facilities in contiguous counties, municipalities, and other local governmental entities through interlocal agreement.
- Expands the information that DOT must include in its annual legislative budget request to include a report identifying whether specified entities have adopted or promoted energy policy goals inconsistent with the energy policy of the state as set forth in F.S. The specified entities are as follows: a public transit provider; regional transportation authority; an expressway and bridge authority, the Jacksonville Transportation Authority, a public-use airport, or a port.

-end-



RON DeSANTIS
GOVERNOR

July 2, 2025

Secretary Cord Byrd
Secretary of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399

FILED
2025 JUL -2 PM 5:19
DEPT. OF STATE
TALLAHASSEE, FL

Dear Secretary Byrd:

By the authority vested in me as Governor of the State of Florida, under the provisions of Article III, Section 8 of the Florida Constitution, I do hereby veto and transmit my objection for House Bill 11 (HB 11), enacted during the 127th Session of the Legislature of Florida during the Regular Session of 2025 and entitled:

An act relating to Municipal Water and Sewer Utility Rates

HB 11 attempts to resolve a local utility rate dispute between the City of Miami Gardens and the City of North Miami Beach in Miami Dade County. Rather than encouraging those municipalities to resolve the dispute themselves, or providing a comprehensive solution for all municipal utility customers in the state, the bill passed by the legislature benefits one class of ratepayers in a single municipality but may lead to ratepayers in a neighboring municipality paying more.

It is not the role of the state to referee such a dispute. Municipalities should be encouraged to resolve these disputes locally. Absent that, the legislature can institute measures - applicable to the entire state of Florida - to ensure that ratepayers inside and outside city limits have a voice in the rate setting process.

For these reasons, I withhold my approval of HB 11 and do hereby veto the same.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron DeSantis".

Ron DeSantis
Governor



RON DESANTIS
GOVERNOR

July 1, 2025

Secretary Cord Byrd
Secretary of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399

Dear Secretary Byrd:

By the authority vested in me as Governor of the State of Florida, under the provisions of Article III, Section 8 of the Florida Constitution, I do hereby veto and transmit my objection to Committee Substitute for Committee Substitute for House Bill 1133 (CS/CS/HB 1133), enacted during the 127th Session of the Legislature of Florida during the Regular Session of 2025 and entitled:

An act relating to the Fish and Wildlife Conservation Commission

CS/CS/HB 1133 amends the governance and operations of the Florida Fish and Wildlife Conservation Commission (FWC). While the bill's intent is to prevent personnel from entering hunting property without probable cause, the bill fails to achieve this.

The legislature should instead enact legislation that clearly provides Floridians with these protections as was done with the Boater Freedom Act (Chapter 2025-35, Laws of Florida). A more comprehensive revision to Florida Statutes is necessary to effectively protect the property rights of Floridians.

For these reasons, I withhold my approval of CS/CS/HB 1133 and do hereby veto the same.

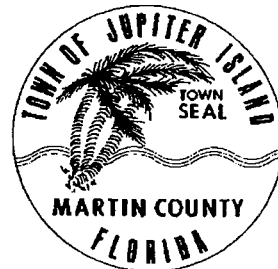
Sincerely,

Ron DeSantis
Governor

FILED
2025 JUL -1 PM 3:00
DEPT. OF STATE
TALLAHASSEE, FL

Attachment 2.

***Letters from the Senate
President and House Speaker related to
negotiations and Session overtime issues***





The Florida House of Representatives

Office of the Speaker

MEMORANDUM

To: Members of the Florida House of Representatives
From: Daniel Perez, Speaker
Date: May 9, 2025
Re: Extended Session Update

I apologize for the lateness of this update, but circumstances have changed significantly from when we were together last Friday. The Senate President informed me this week that he is breaking his commitment to the House that he publicly announced from the Senate rostrum. I was disappointed when the Senate President informed me of his decision to no longer bring the House's historic tax proposal to the Senate floor. As I'm sure you can appreciate, this blew up the framework for the budget deal we had negotiated.

As a result, we will be in touch with alternative dates as soon as possible. I'm keenly aware that the uncertainty around the schedule causes problems for you and your families, but we will continue to work with the Senate to lock down dates as soon as practical.

Members, while the deal has blown up, we will still be meeting on Tuesday, May 13 to hold a floor session to pass a concurrent resolution extending the timeline through the end of June. We will also hold a meeting of the Select Committee on Property Taxes.

While the circumstances leading to this conference are less than ideal or even expected, as Members of the Florida House, our responsibilities do not change. We will deliver a fiscally conservative budget that cuts government waste and puts Florida on the best possible trajectory for long-term success.



THE FLORIDA SENATE
SENATOR BEN ALBRITTON
President

MEMORANDUM

TO: All Senators
FROM: Ben Albritton
SUBJECT: Extended Session Planning
DATE: May 9, 2025

Chair Hooper and I are continuing to work with our House partners to finalize joint allocations needed to complete our work on the budget as expeditiously and responsibly as possible. For your planning purposes, we do not expect to begin conference next week (May 12-16, 2025). As soon as we determine a date to start the budget conference, we will certainly let you know.

As I am sure you are aware, earlier this week Governor DeSantis expressed concern regarding the tax relief framework announced last Friday. Specifically, that the proposal for an across-the-board sales tax cut would unduly benefit tourists and foreigners and is, "dead on arrival." From speaking with Senators, I know many of you share concerns with both the number and the policy of that framework and instead favor targeted tax relief that benefits growing families and seniors aging with dignity, including options the Senate proposed in SB 7034.

The main concerns I heard from Senators were the following:

- An across-the-board sales tax cut of one quarter of one penny is not meaningful, felt, or seen by families and seniors when compared with other available options.
- A \$2.5 billion recurring tax cut is not sustainable when combined with the projected budget shortfalls already on the horizon.
- A \$2.5 billion recurring tax cut may constrain options for the major property tax reform the Governor, House, and Senate, and most importantly – the Floridians we represent – are asking us to put forward.

Throughout the entire course of negotiations with the House, the Senate has been and remains committed to tax cuts that offer broad-based and meaningful tax relief for families, seniors, and

May 9, 2025
Page 2

small businesses. As negotiations move forward, Chair Hooper and I will continue seeking your advice and feedback. It is important to me that we develop a tax relief package that is sustainable for the long term and leaves room in our balanced budget for the voters to consider meaningful property tax relief on the ballot at the next general election. We will continue to work towards a final budget and tax relief package the House, Senate and Governor can support.



THE FLORIDA SENATE
SENATOR BEN ALBRITTON
President

MEMORANDUM

TO: All Senators
FROM: Ben Albritton
SUBJECT: Extended Session Update
DATE: May 15, 2025

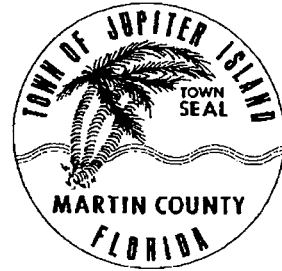
Over the past week, Chair Hooper and I have continued to have productive discussions with our partners in the House on joint budget allocations. I believe we are making progress; however, we are not in a position to begin budget conference next week.

Senators do not need to return to Tallahassee prior to Memorial Day. We plan to announce further scheduling updates mid-week, before the Holiday Weekend to provide as much advanced notice as possible.

I understand the week-to-week updates are challenging for long-term planning. Our goal is to bring the allocations discussion to a conclusion and announce a schedule for the budget conference as quickly and responsibly as possible, keeping in mind the priorities you are expecting Chair Hooper and I to advocate for in our budget. I am grateful for your patience and all the support you have shown Chair Hooper and I over the last few days. I look forward to sharing further updates soon.

Attachment 3.

***News article on the new law
shielding elected officials' addresses from
the public***



Law shielding Florida elected officials' addresses from public goes into effect

- ***Lawmakers supporting it say the secrecy is necessary for safety reasons, but critics worry about government accountability issues***
- ***A new law recently signed by Gov. Ron DeSantis which would exempt disclosure of phone numbers and the full home addresses of a wide range of public officials, including members of the Legislature, will go into effect Tuesday, July 1, 2025.***
- ***The law aims to protect public officials and their families from threats, harassment and intimidation amid a growing concern of political violence around the country. But the legislation has worried government watchdogs who say it would also prevent voters from knowing if their lawmakers live in their districts as required.***

By Silas Morgan, Orlando Sentinel, July 1, 2025

A new law on the books Tuesday is touted as a way to protect elected officials and their families from harassment — but it worries government watchdogs who say it also prevents voters from knowing if their lawmakers live in their districts as required.

The Florida Legislature in April overwhelmingly approved the bill (SB 268), which would exempt disclosure of phone numbers and the full home addresses of a wide range of public officials, including members of the Legislature. The bill was signed by Gov. Ron DeSantis on Friday.

Sponsored by state Sen. Shevrin Jones, D-Miami Gardens, the law aims to protect public officials and their families from threats, harassment and intimidation amid growing concern about political violence around the country.

Jones, who said he has faced a death threat himself in the past, told the Orlando Sentinel on Monday he was glad to see the bill signed into law, but lamented that it was necessary in the first place.

“Is it safe being in elected office in this new day and age?” he said. “It’s crazy and unfortunate that we have absolutely gotten to this place and that we feel that this is necessary at this at this point in time.”

Jones said the shocking killing of a Minnesota lawmaker and her husband and the attempted killing of another state lawmaker and his wife earlier in June shows the urgent need for the law. In light of the incident, he wants the Legislature next year to take up how to protect lawmakers and their staff in both Tallahassee and their districts.

But Bobby Block, executive director of the Florida First Amendment Foundation, said in April he doubted the bill would prevent officials from being targeted — but was convinced it would hurt government accountability.

“What this law will do is it will make it now impossible ... for citizens to know, to be able to check, whether the person that they are voting for or re-electing still lives in the district they purport to represent,” he said.

The bill was just the latest in the Legislature’s decade-long effort to carve out exemptions to Florida’s public records laws, Block said.

“The Sunshine State is being increasingly the Shady State,” he added.

State Rep. Bruce Antone, D-Orlando, faced an ethics complaint last year from his opponent in the Democratic Party primary who accused him of not living in his district, despite legal requirements to do so by Election Day.

Addresses on multiple official documents — including voter registration forms, property tax records and campaign filings — suggested he did not live in his district, which covers part of Orlando and west Orange County, according to a 2024 report by Fresh Take Florida, a news service of the University of Florida journalism program.

The bill — which Antone supported — would make some of the information used in that investigation inaccessible.

When asked if that story motivated his vote, Antone said he didn’t have “any particular reason” for supporting the bill.

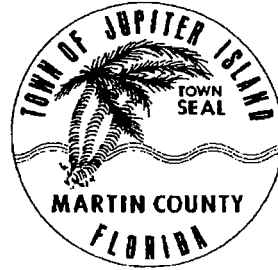
The law will allow someone to see an officials’ city and zip code but not their street address, which Jones said was enough to confirm if a lawmaker lives in their district and was intentionally left available for transparency. However, the information may not be enough to confirm residency of lawmakers since cities and ZIP codes can spread over more than one district.

State Rep. Anna Eskamani, D-Orlando, was one of just two members in the House to vote against the bill. She said she sympathizes with other lawmakers’ concerns — she has faced harassment at home — but does not want them addressed by limiting public access to information.

“At the end of the day, there’s a lot of individuals that are at risk, that are harassed just like we are, and they don’t have that same kind of protection,” she said.

The law applies to members of Congress and the Florida Legislature, the governor, lieutenant governor and Cabinet, mayors, county property appraisers and supervisors of elections, school superintendents, school board members and city and county commissioners.

Any official who wants to have their information exempt under the law has to opt in to it by reaching out to each individual agency that maintains the related records. Their eligibility for the exemption would end when they leave office.



Attachment 4.

Town Manager's June email to the Governor's staff (as directed by the Commission), opposing two sections of Senate Bill 180 and complimenting the remainder.

Jupiter Island External Relations

Subject:

FW: Comments on SB 180 before the Governor

From: Jupiter Island External Relations

Sent: Friday, June 20, 2025 4:06 PM

Subject: Comments on SB 180 before the Governor

Governor's OPB Staff:

I am writing at the direction of the Mayor and Commissioners for the Town of Jupiter Island.

At their June 11 regular monthly meeting, they voted unanimously to submit these general comments to the Governor's policy and budget review team.

The Town of Jupiter Island is in the middle of a critical, contracted density study. This exercise, as you know, allows the Town to properly plan, including as it relates to future development of vacant parcels, and the necessary infrastructure needs correlating to same.

As you may be aware, the Town, historically, has one of the lowest dependencies on State resources among Florida's 411 municipalities. In addition, the Town operates a water/sewer utility, which provides service to a majority of southern Martin County and well beyond our town boundaries. Notably, our Town residents also pay additional ad valorem every year for the maintenance of public beaches here and the legacy coastal dunes, which we prioritize *as an infrastructure asset*. Our maintenance of this coastal dunes system considerably mitigates storm damage. Finally, our ~850 Town residents remit about 10.3% of all ad valorem revenue to Martin County. (This represents about half of 1 percent of the county's ~162,000 residents paying about 10% of total county ad valorem revenue.)

As to SB 180:

- When the State disbanded the Florida Department of Community Affairs and a state-level growth management regulatory apparatus in Florida, it was done with the stated goal at the time of moving more of these critical decisions to the local level. With SB 180, Florida is reversing course — without the benefit of any apparatus in its place. It will disrupt, disassemble, and/or dismantle the business operations of local governments, which the private sector depends upon for predictability.
- This, in turn, will predictably trigger litigation en masse, due to undefined terms in the bills, and due to considerable disagreements that will ensue among licensed professionals operating within the legal, planning, land development, etc., and among governments including the State.
- This long-lasting potential result would inordinately punish Florida's taxpayers most of all, who have been burdened enough, as the Governor has pointed to throughout the 2025 Session.

Of particular note are three dates on the Session calendar for SB 180 actions:

- **The Florida Senate removed the two sections causing concern regarding local planning during Senate floor activity on April 9.**
- **The Florida House then amended them back in on the House floor April 29.**
- **The Senate conceded and passed the bill as amended May 2 — the date at which most policy action stopped (and when the regular 60-day Session would have ended).**

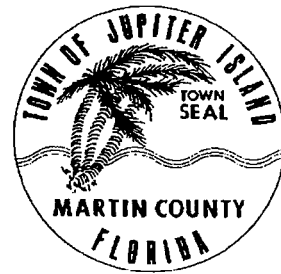
We hope to see the excellent policies in SB 180 return for the 2026 Session that upgrade state and local emergency management/preparedness.

The Town commends the Governor's staff, the Governor's FDEM leader Kevin Guthrie and his staff, the Florida League of Cities, the House and Senate sponsors, and any other entity's contributions to the emergency management aspects of SB 180. Yet the damage that would result from Sections 18 and 28 — resulting in a complete upending of current practices and without requisite legal definitions in place — cannot be ignored.

Thank you.

Robert Garlo
Town Manager
2 Bridge Road, Hobe Sound, FL 33455

cc: Florida League of Cities



Attachment 5.

***Side-by-side analysis provided to
Town Manager for Senate Bill 180***

Emergency Preparedness and Response - SB 180

PROVISION	CURRENT LAW	MUNICIPAL IMPACTS OF SB 180
Casualty Damage	F.S. 83.63 – Casualty damage Provides that if a premises is damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and vacate the premises.	<u>Lines 213-231:</u> Amends current law to include that a tenant must be given the opportunity to collect their belongings from the premises when it is safe to do so or receive notice of the date by which the tenant will be able to collect their belongings, which must occur within a reasonable time.
Standards for Participation in the National Flood Insurance Program	N/A	<u>Lines 232-246</u> Creates a new section in F.S. 163.31795 stating that a local government may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.
Impact Fees	F.S. 163.31801 – Impact fees; short title; intent; minimum requirements; audits; challenges Outlines provisions related to impact fees.	<u>Lines 247-266:</u> Creates a new subsection stating that a local government cannot charge an impact fee for the reconstruction or replacement of a structure if it is the same type of land use and does not create more demand on public facilities than the original structure. However, if the new structure significantly increases in size, intensity, or capacity, an impact fee can be charged based on the added demand. The fee must be reasonably connected to, or have a rational nexus with, the need for additional public facilities caused by the increased impact.
Changes in Homestead Assessments	F.S. 193.155 – Homestead Assessments Outlines that any changes, additions, or improvements to a homestead must be assessed at just value on January 1 after the work is mostly finished. If part or all of a homestead property is rebuilt after damage from a disaster, it is assessed based on its value before the damage, if the rebuilt area does not exceed 110% of the original size or 1,500 square feet.	<u>Lines 267-306:</u> Amends current law to clarify that maintenance or repairs, such as replacing a roof or windows, do not count as changes or improvements. Raises current limits on the size of a rebuilt homestead before a just value reassessment is triggered — from 110% to 130% of the original square footage, and from 1,500 to 2,000 total square feet.
Responsibilities of the Division of Emergency Management	F.S. 252.35 – Emergency management powers; Division of Emergency Management Current law provides that the Division of Emergency Management (DEM) must prepare a state comprehensive emergency management plan (CEMP).	<u>Lines 442-446:</u> Mandates that DEM include an update on the status of the emergency management capabilities of the state and its political subdivisions in the state CEMP. The update must include the emergency management capabilities related to public health emergencies.
	Current law requires DEM to assist political subdivisions in preparing and maintaining emergency plans.	<u>Lines 452-457:</u> Specifies that such assistance must include the development of a template for comprehensive emergency management plans and guidance on the development of mutual aid agreements.
	Current law requires DEM to implement training programs to improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must include a continuous program for agencies and individuals who perform key roles in state and local post-disaster response and recovery efforts, and for local government personnel on federal and state post-disaster response and recovery strategies.	<u>Lines 458-480:</u> Expands the current law requirement to provide that DEM must specify the requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially.

PROVISION	CURRENT LAW	MUNICIPAL IMPACTS OF SB 180
Responsibilities of the Division of Emergency Management <i>(continued)</i>	N/A	<u>Lines 489-502:</u> Adds a new subsection that requires DEM to conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by DEM to facilitate coordination between all emergency management stakeholders. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal post-disaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in post-disaster response and recovery, and discussion of any outstanding local preparedness or readiness needs.
Special Needs Shelters	F.S. 252.355 – Registry of persons with special needs; notice; registration program Current law provides that certain state agencies and licensed providers must annually provide registration information to all of their special needs clients or their caregivers to assist in identifying persons with special needs.	<u>Lines 526-562:</u> - Requires the Florida Housing Finance Cooperation (FHFC) to enter into a memoranda of understanding with the Department of Elderly Affairs and the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the FHFC. - Provides the caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom they are the caregiver, must be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons must be allowed to use the special needs shelter with the person with special needs.
Emergency Management Powers and Responsibilities of Political Subdivisions	F.S. 252.38 – Emergency management powers of political subdivisions Current law requires each county to establish and maintain an emergency management agency unless part of a Governor-approved interjurisdictional agreement. Municipalities are authorized and encouraged to create their own emergency management programs, which must coordinate with the county and comply with the same laws and requirements. Municipal plans must align with the county's plan, and requests for state or federal emergency response must go through the county, except for federal disaster reimbursement. Municipalities without programs are served by their respective county agencies.	<u>Lines 831-836:</u> Requires each political subdivision to notify DEM on or before May 1 of each year of the person designated as the emergency contact for the political subdivision and his or her alternate, and of any changes in such contact.
Requirements to Publish Information Related to Natural Disasters	N/A	<u>Lines 837-941:</u> - Creates a new Section 16 in Florida Statutes 252.381, relating to county and municipal post-storm operations. - Provides that each county and municipality must post the following on its publicly available website: - An FAQ webpage related to natural emergency response and preparedness and public relief for residents following an emergency - A disaster supply list and a list of emergency shelters - Links to information about flood zones - A checklist for residents explaining next steps to take during post-disaster recovery - Information specific to persons with disabilities - Requires each county and municipality to develop a post-storm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures after a hurricane or tropical storm. The plan must be updated annually by May 1 and include the minimum specified requirements. - Requires that annually by May 1, each county and municipality must publish a hurricane and tropical storm recovery permitting guide on its website for residential and commercial property owners, which must include specified provisions.

PROVISION	CURRENT LAW	MUNICIPAL IMPACTS OF SB 180
Post-storm Local Permitting	N/A	- Requires that, as soon as practicable following a hurricane or tropical storm, a county or municipality within the area for which a state of emergency for such hurricane or tropical storm is declared must publish specified updates on its website which are specific to such storm, including any permitting fee waivers or reductions. - Requires that for 180 days after a state of emergency is declared for a hurricane or tropical storm, a county or municipality within the area in which the state of emergency is declared may not increase building permit or inspection fees. - Requires that on or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow homeowners to provide an email address where they can receive digital copies of such letters. - Provides that as soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office for at least 40 hours per week.
Public Shelter Space	N/A	<u>Lines 1298-1320:</u> Requires DEM to consult with local governments, the Department of Business and Professional Regulation (DPBR), the Department of Environmental Protection (DEP), and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies and provide a report containing such recommendations to the presiding officers of the Legislature.
Management of Storm- generated Debris	F.S. 252.385 – Public shelter space; public records exemption Current law provides that DEM must provide a report to specified officials that includes a list of facilities recommended to be retrofitted using state funds.	<u>Lines 976-1005:</u> - Requires DEM to prioritize on the list of recommended facilities other state-owned, municipal-owned and county-owned public buildings, other than schools, for retrofitting using state funds. - Provides that the report must also include a statewide emergency shelter plan that must project, for each of the next five years, the hurricane shelter needs of the state, and information on the availability of shelters that accept pets.
Regulation of Hoisting Equipment During a Hurricane	N/A	<u>Section 403.7071, F.S. – Management of storm-generated debris</u> Current law provides that unless specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash. <u>Lines 1215-1242:</u> - Amends subsection 7 and creates subsection 8 of F.S. 403.7071. - Provides that local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris. - Requires each county and municipality to apply to DEP for authorization of at least one debris management site and annually seek preauthorization for any previously approved debris management sites. - Provides that a municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding, which must be approved annually. <u>Lines 1243-1297:</u> - Creates Section 489.1132, F.S., relating to regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane. - Provides that when a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite. - Provides additional requirements for how hoisting equipment must be secured no later than 24 hours before the impacts of a hurricane are anticipated to begin.

PROVISION	CURRENT LAW	MUNICIPAL IMPACTS OF SB 180
Restrictions on Local Regulations After a Hurricane	N/A	<u>Lines 1006-1084 (Section 18):</u> - Creates F.S. 252.422 to restrict regulatory actions by "impacted local governments," which is defined as a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the NHC while the storm was categorized as a hurricane or municipality located within such county. - Provides that for one year after a hurricane makes landfall, an impacted local government may not propose or adopt: - A moratorium on construction, reconstruction, or redevelopment of any property - A more restrictive or burdensome amendment to its comprehensive plan or land development regulations - A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order - Provides exceptions to allow such regulations to be adopted and enforced if: - The associated application is initiated by a private party other than the impacted local government, and the property that is the subject of the application is owned by the initiating private party - The proposed comprehensive plan amendment was submitted to reviewing agencies before landfall - The proposed amendment or regulation is approved by the state land planning agency pursuant to F.S. 380.05 - Provides that any person may file suit against an impacted local government for declaratory and injunctive relief to enforce these provisions and provides procedures outlining such process. - Requires the Office of Program Policy Analysis and Government Accountability (OPPAGA) to conduct a study on actions taken by local governments after hurricanes that are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. OPPAGA must make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures, and report those options to the Legislature by January 1, 2026.
	N/A	<u>Lines 1321-1373 (Section 28):</u> - Applies similar restrictions retroactively to counties listed in FEMA Disaster Declarations for Hurricanes Debby, Helene, and Milton, and to municipalities located within those counties. These jurisdictions are prohibited from proposing or adopting: - A moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes - A more restrictive or burdensome amendment to its comprehensive plan or land development regulations - A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order These restrictions apply retroactively to August 1, 2024, and remain in effect through October 1, 2027. Any such actions are deemed null and void ab initio. - Provides an exception if the development application is initiated by a private party or if the subject property is owned by the initiating private party. - Provides that a resident or business may file suit against an impacted local government for declaratory and injunctive relief to enforce these provisions and provides procedures outlining such process. - This section expires June 30, 2028.

PROVISION	CURRENT LAW	MUNICIPAL IMPACTS OF SB 180
Breach of Contract During Emergency Recovery Periods for Natural Emergencies	N/A	<u>Lines 1085-1098:</u> - Creates a new section in Florida Statutes, F.S. 252.505, relating to breaches of contract during emergency recovery periods for natural emergencies and is effective January 1, 2026. - Clarifies that the term "emergency recovery period" in this section means a one-year period that begins on the date the Governor initially declared a state of emergency for a natural emergency. - Provides that each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual or consequential damages or liquidated damages.
Stormwater Inspections	Section 373.423, F.S. – Inspection Governs the permitting, inspection, and enforcement of <i>stormwater</i> management systems, particularly those permitted under a state environmental resource permit. There is no existing requirement for DEP to compile a flood inventory.	<u>Lines 1099-1135:</u> Provides that by September 1, 2026, DEP must submit a Flood Inventory and Restoration Report to DEM and work with water management districts, local governments, and operators of public and private stormwater management systems to compile the necessary information for the report. Requires the owner of any stormwater infrastructure identified as a priority in the report to submit an inspection and maintenance schedule to DEP.
Provisions Related to the Florida Keys	Section 380.0552, F.S. – Florida Keys Area; protection and designation as area of critical state concern Current law provides that in the event of a hurricane, evacuation clearance time for permanent residents of the Florida Keys must be no more than 24 hours.	<u>Lines 1136-1174:</u> - Increases the Florida Keys evacuation clearance time to 24.5 hours. - Requires the Department of Commerce to conduct baseline modeling scenarios and to gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based on the 24.5-hour evacuation clearance time. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be distributed over a period of at least 10 years, but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, in which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Village Referendum Mail Ballot Election
August 12, 2025
Village of Indiantown

Elección por Correo del Referéndum del Municipio
12 de agosto de 2025
Municipio de Indiantown

Instructions:

- To vote, fill in the oval completely (●) next to your choice. Use only the marking device provided or a black or blue pen.
- If you make a mistake, ask for a new ballot. Do not cross out or your vote may not count.

Instrucciones:

- Para votar, rellene completamente (●) el óvalo junto a su selección. Use solamente el instrumento proporcionado para marcar o un bolígrafo de tinta negra o azul.
- Si usted comete un error, solicite una boleta nueva. No lo tache pues su voto podría no contar.

Economic Development Incentive
Ad Valorem Tax Exemption for New
Businesses and Expansion of Existing
Businesses

Incentivo de Desarrollo Económico:
Excepción del Impuesto sobre el Valor
Adquirido (AD Valorem) para nuevas
empresas y expansión de empresas
existentes

SAMPLE

These exemptions would provide economic incentives assisting new or expanding businesses that will have a positive economic impact on the Village economy. Exemptions don't apply to school or county taxes.

Shall the Indiantown Village Council be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs in the Village?

Estas excepciones proporcionarían incentivos económicos para ayudar a las empresas nuevas o en expansión, lo que tendrá un impacto económico positivo en la economía del municipio. Las excepciones no se aplican a los impuestos escolares ni a los impuestos del condado.

¿Debe el Consejo del Municipio de Indiantown estar autorizado a otorgar, de conformidad con la Sección 3, artículo VII, de la Constitución Estatal, excepciones del impuesto predial a las nuevas empresas y a la expansión de empresas existentes que se espera generen nuevos empleos a tiempo completo en el municipio?

- ☐ Yes - For authority to grant exemptions.
 Sí - A favor de la autorización para otorgar excepciones.
- ☐ No - Against authority to grant exemptions.
 No - En contra de la autorización para otorgar excepciones.



Memorandum

To: Mayor & Town Commission
From: R. Garlo, Town Manager
Date: July 7, 2025
Re: Lethal Yellowing/Lethal Bronzing

The Town currently spends approximately \$165,000 annually to inoculate palm trees three times a year, and that expense is expected to increase. Most of these trees are on private property, approximately 14,000.

In considering bringing this matter to the Town Commission, simply for discussion, I discovered the following:

In 1975, the Department of Agriculture placed Jupiter Island under a quarantine declaring an existing epidemic of lethal yellowing on the Island. Subsequent to this, the Town adopted an emergency ordinance, Ord 118. Anyone found to be in violation of this ordinance could potentially be subject to serious sanctions.

If directed by the Town Commission, I will work with the Town Attorney to rescind this ordinance.

With respect to the Town paying for the treatment for lethal yellowing, I met with the Town's expert at King Tree Service to better understand if there is still a threat of an epidemic. While he did express a concern for lethal bronzing and suggested we contact an individual at the University of Florida considered an expert in the matter.

We have since been in communication with this individual, and while he was unable to attend this meeting, he would be willing to come to a future meeting and discuss the matter in further detail.

A copy of Ordinance 118 has been provided for your review.

ORDINANCE NO. 118

AN ORDINANCE OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, DECLARING THE PLANT DISEASE KNOWN AS "LETHAL YELLOWING" TO BE A SERIOUS THREAT AND DANGER TO CERTAIN SPECIES OF TREES IN THE TOWN; REQUIRING THE INOCULATION OF ALL TREES IN THE TOWN SUSCEPTIBLE TO LETHAL YELLOWING WITH SUCH INOCULATION TO BE PERFORMED AT TOWN EXPENSE; PROVIDING FOR REMOVAL OF DEAD STUMPS AND TREES AT THE EXPENSE OF THE OWNERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR A VIOLATION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; DECLARING THE EXISTENCE OF AN EMERGENCY; AND DECLARING THE EFFECTIVE DATE HEREOF.

WHEREAS, the plant disease known as "Lethal Yellowing" has been discovered near the Town of Jupiter Island and Martin County, Florida, has been placed in quarantine by the Department of Agriculture because of such plant disease; and

WHEREAS, palm trees of various types, particularly the Coconut Palm, are susceptible and non-resistant to the disease; and

WHEREAS, the many thousands of palm trees in the Town on both public and private property contribute materially to the beauty of the Town of Jupiter Island as well as to the value of the property within the Town; and

WHEREAS, the threat of destruction of the palm trees within the Town constitutes a serious threat to the well-being of the citizens of the Town and a threat to the public welfare; and

WHEREAS, the public welfare requires that prompt and effective measures be taken to combat and prevent the spread of the disease; and

WHEREAS, the Town Council does declare that an emergency exists which requires the passage and adoption of this Ordinance

on its first reading; now, therefore,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
JUPITER ISLAND, Martin County, Florida, as follows:

Section 1. It is hereby found and determined that "lethal yellowing" is a serious threat to the palm trees in the Town to such an extent that all of the palm trees in the Town are threatened with extinction, which creates a grave and dire emergency requiring immediate and effective action.

Section 2. All palm trees within the Town of Jupiter Island susceptible to lethal yellowing shall be inoculated with oxytetracycline or other antibiotic approved and recommended by the Department of Agriculture of the State of Florida. The first inoculation shall be completed within 110 days from the effective date of this ordinance, and repeated every 120 days thereafter until the danger and threat of infection of "lethal yellowing" is past.

Section 3. The inoculation of trees shall be performed under the direction of the Town with Town forces or private contractors as the Town Council may determine to be in the best interests of the Town. The expense and costs of the inoculation program shall be borne by the Town and paid from ^{REVENUES} ~~General Funds~~ of the Town available for the purpose.

Section 4. All palm trees infected with "lethal yellowing" are hereby declared to be a public nuisance. All species and varieties of palm trees that are dead or substantially dead, including the stumps thereof, are hereby declared to be a public nuisance.

Section 5. No owner of any lot or parcel of land in the Town shall permit to remain or maintain on any such lot or parcel

any dead or substantially dead palm trees, including the stumps thereof of any variety or species of palm tree susceptible to "lethal yellowing" and the same shall be promptly removed by the owner at the owner's expense.

Section 6. Upon the failure of any property owner, after 5 days' notice, to remove dead or substantially dead palm trees, including the stumps thereof, as set forth in Section 5 hereof, the forces of the Town of Jupiter Island may enter the premises where such trees are located and cause such trees to be removed at the expense of the property owner, with the cost thereof to be assessed against the owner and to become a lien upon the premises. In the removal of trees, or stumps, same must be cut so that no part of the stump shall extend above the ground level.

Section 7. The Town Manager shall designate the person or persons to be responsible for the execution of the inoculation program prescribed in this Ordinance and enforce the provisions hereof. The Town Manager or his designate is authorized and empowered to enter on any lot or parcel of land in the Town at any reasonable hour, for the purpose of inspecting or treating any palm trees situated thereon and may remove such specimens from any such trees as are required to implement the purposes of this Ordinance. It shall be unlawful for any person, firm or corporation to take any action to prevent the Town Manager or his designate from entering upon any lot or parcel of land in the Town for the purpose of such inspection or treatment of such trees or any other act constituting the performance of his duties under the provisions of this Ordinance.

Section 8. The Town of Jupiter Island is hereby required to comply with the terms and provisions of this Ordinance with

respect to trees located upon public property or public rights-of-way.

Section 9. The palm trees presently known to be susceptible to "lethal yellowing" are as follows:

1. Cocos nucifera L. (Coconut palm) - all varieties, excluding Malayan dwarf.
2. Veitchia merrillii (Becc.) H. E. Moore (Christmas palm or Adonidia).
3. Pritchardia spp. (all species).
4. Arikuryroba spp. (Arikury palm).
5. Corypha spp. (Talipot palm).
6. Phoenix reclinata Jacq.
7. Phoenix canariensis Hort. ex Chab (Canary Island date).
8. Phoenix Roebelinii.
9. Trachycarpus fortunei Wendl. (Windmill palm).
10. Mascarena verschaffeltii (Wendl.) Bailey (Spindle palm).
11. Caryota mitis Lour. (Cluster fish-tail palm).
12. Borassus flabellifer L.
13. Chrysalidocarpus cabadae (Areca).
14. Dictyosperma species.

This Ordinance shall apply to all of the above species and varieties of palm trees and to such others as may be found subsequently by the Department of Agriculture of the State of Florida or other competent authority to be susceptible to said disease.

Section 10. Should any part of this Ordinance be declared to be invalid by a court of competent jurisdiction, such shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 11. Any person, firm or corporation violating the provisions of this Ordinance, upon conviction thereof, shall be fined

a sum not to exceed One Hundred (\$100.00) Dollars or imprisonment in the Town Jail for a term not to exceed thirty (30) days, or both such fine and imprisonment, in the discretion of the Municipal Judge.

Section 12. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 13. This Ordinance is hereby declared to be an emergency ordinance and shall take effect immediately upon its passage and approval. The requirement for a second reading hereof is hereby expressly waived.

PASSED AND ADOPTED in regular adjourned session assembled this 19TH day of ^{MARCH}~~April~~, 1975.

Gabe Lamant
William A. Kulland
John H. Dyett
William A.

Town Council

ATTEST:

Helen L. Calvert
Town Clerk



MEMORANDUM

**TO: Mayor and Commission
Town Manager, Bob Garlo**

FROM: Catherine Harding, Planning and Zoning Director

REF: Building Department Report, July 2025

DATE: July 10, 2025

This report covers May 29, 2025, through July 10, 2025. There were 4 Building Permits Issued with a construction value of \$280,895. with \$4,318. in permit fees collected. Our Building Inspectors made 183 inspections of those 2 were issued a C.O.

Year to date there were 52 permits issued with a total construction value of \$6,691,086. and total fees collected of \$87,559.

Code Compliance responded to 29 formal complaints. They consisted of 9 construction site maintenance issues, 1 property maintenance, 5 landscape maintenance, 12 vehicles in the right of way, and 2 illegal signs.

We are currently advertising for a Code Compliance Officer. The Building Director is working with the builders to gain cooperation for homeowners that report an issue with a builder. The builders have responded in a positive way and all complaints so far have been resolved within days, leaving the issues happily resolved.

Our homeowners were advised of the Short Term/Vacation Rental Ordinance. They are required to register and obtain a permit from our office. No homeowner has come forward requesting a permit. Currently we are working with Vacation Rental sites that have been reported to our office. We are getting full cooperation. Copies of the Ordinance and applications are available in the Building Department for anyone who needs further Information.

We are working with Kimley Horn to revise our Comprehensive Plan. The goal is to maintain the character of the Town while updating the required regulations. A Density Study Proposal was approved at the Town Commission Meeting on April 16, 2025, to identify potential residential growth. That study is ongoing.

The Board of Adjustment did not have a quorum for meetings in June or July. The Impact Review Committee met on May 1st, with 2 applicants, both were approved. Currently, we have 3 BOA applications and 3 IRC applications.

Our office is open to suggestions and appreciates the cooperation of the public.

Respectfully submitted,

Catherine Harding

Enforcement Totals By Category

07/10/25

Agenda Item 18

CONSTRUCTION SITE MAINTENANCE	Total Entries:	9
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ILLEGAL SIGN	Total Entries:	2
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LANDSCAPE MAINTENANCE	Total Entries:	5
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PROPERTY MAINTENANCE	Total Entries:	1
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VEHICLE IN RIGHT OF WAY	Total Entries:	12
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Total Records: 29

Population: All Records

Enforcement.DateFiled Between 5/29/2025 12:00:00 AM AND 7/10/2025 11:5

Enforcement List - Inspection Summary

07/10/25

Enforcement Number	Address	Filed	Status	Closed
E2025-0095	508 S BEACH RD	05/29/25	CLOSED - COMPLIED	05/29/25
BONNIE CALLED ABOUT A ILLEGAL CONSTRUCTION SIGN (TURTLE BEACH WITH THE ADDRESS 508) RIGHT SIZE AND COLORS . I DO NOT BELIEVE THIS IS ADVERTISING BUT I HAD THEM TAKEN IT DOWN				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/02/25	05/30/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0097	483 S BEACH RD	06/04/25	CLOSED - COMPLIED	06/04/25
TRUCK PARKED ON THE RIGHT OF WAY				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	05/30/25	06/04/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0098	308 S BEACH RD	06/04/25	CLOSED - COMPLIED	
NO FLAGMEN				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Enforcement Number	Address	Filed	Status	Closed
E2025-0099	103 N BEACH RD	06/03/25	CLOSED - COMPLIED	06/03/25
PARKED ON RIGHT OF WAY				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/03/25	06/04/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0100	88 N BEACH RD	06/04/25	CLOSED - COMPLIED	06/04/25
DRAGGING DIRT ONTO THE ROAD				

Enforcement List - Inspection Summary

07/10/25

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/04/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0101	160 N BEACH RD		06/04/25		06/04/25
TRUCK AND TRAILER IN ROADWAY					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/04/25	06/05/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0102	51 N BEACH RD		06/05/25	CLOSED - VERBAL WARNING ISS	06/05/25
PARKED ON RIGHT OF WAY					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/05/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0103	63 S BEACH RD		06/06/25	CLOSED - COMPLIED	
WHITE TRUCK ON THE RIGHT OF WAY					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address		Filed	Status	Closed
E2025-0104	79 LINKS RD		06/06/25	CLOSED - COMPLIED	06/06/25
LANDSCAPERS MOWING GRASS ONTO THE STREET.. I GAVE THEM A CARD WITH THE CODE AND EXPLANATION IN ENGLISH AND SPANISH					
THE BLEW THE STREET CLEAN					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/06/25	FRANK LOGALBO

Enforcement List - Inspection Summary

07/10/25

Enforcement Number	Address	Filed	Status	Closed	
E2025-0105	67 S BEACH RD	06/05/25	CLOSED - VERBAL WARNING ISS	06/05/25	
BLOWING GRASS INTO THE ROAD					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/06/25	FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed	
E2025-0106	161 S GOMEZ RD	06/05/25	CLOSED - VERBAL WARNING ISS	06/05/25	
BLOWING GRASS INTO THE ROAD GIVEN A CARD ABOUT THE VIOLATION IN ENGLISH AND SPANISH					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/09/25	06/06/25	FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed	
E2025-0107	7 SOUTH BEACH RD	06/09/25	CLOSED - VERBAL WARNING ISS	06/10/25	
TWO VEHICLES IN THE RIGHT OF WAY DELIVERING PALM TREES (NO FLAGMEN) THEY WERE TOLD THEY NEEDED A FLAGMAN THEY GOT ONE					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/11/25	06/10/25	FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed	
E2025-0108	508 S BEACH RD	06/09/25	CLOSED - VERBAL WARNING ISS	06/09/25	
TRUCKS DRAGGING DIRT ONTO SOUTH BEACH					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/11/25	06/10/25	FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed	
E2025-0109	7 SOUTH BEACH RD	06/10/25	CLOSED - COMPLIED	06/10/25	
PARK IN RIGHT OF WAY NO FLAGMAN (2ND TIME IN TWO DAYS) THJEY HAD A FLAG ON A POLE BUT NO PERSON					

Enforcement List - Inspection Summary

07/10/25

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/12/25	06/11/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0110	34 GOMEZ RD		06/10/25	CLOSED - COMPLIED	06/10/25
LANDSCAPERS BLOWING GRASS ONTOO THE STREET					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address		Filed	Status	Closed
E2025-0111	51 N BEACH RD		06/11/25	CLOSED - COMPLIED	06/23/25
MR.FIELD CALLED ME STATING AT 51 THEY DUMP A METAL DUMPSTER IN THE ROADWAY					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/24/25	06/23/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0112	75 N BEACH RD		06/12/25	CLOSED - VERBAL WARNING ISS	06/12/25
VEHICLE PARKED ON THE RIGHT OF WAY GAVE THEM A DOOR HANGER LETTING THEM KNOW THEY CAME OUT AND MOVED THEIR CAR					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/12/25	06/13/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0113	103 N BEACH RD		06/12/25	DOOR HANGER	06/12/25
VEHICLES PARKED ON RIGHT OF WAY CONSTRUCTION					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/12/25	06/13/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0114	43 N BEACH RD		06/20/25	CLOSED - VERBAL WARNING ISS	

Enforcement List - Inspection Summary

07/10/25

THREE WHITE VANS IN THE ROW.
CALL CONTRACTOR CHASE DURETTE HE WILL HAVE THEM MOVED.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address	Filed	Status	Closed	
E025-0115	483 S BEACH RD	06/20/25	CLOSED - NO VIOLATION		
SEC. 9-22. CERTAIN NUISANCES PROHIBITED.					
(1) ANY UNREASONABLE GROWTH OR ACCUMULATION OF WEEDS OR VINES AND ANY UNREASONABLE GROWTH OF VEGETATION INCLUDING BUSHES AND TREES WITHIN THREE FEET OF ANY HARD SURFACED ROAD IN THE TOWN.					
(2) ANY UNREASONABLE OR DENSE GROWTH OR ACCUMULATION OF WEEDS, WILD GROWTH, OR GRASS IN EXCESS OF 12 INCHES IN HEIGHT FROM THE GROUND; DEAD, DYING, DECAYED OR FALLEN TREES OR LIMBS WHICH CAN BE OBSERVED FROM PUBLIC RIGHTS-OF-WAY OR FROM ADJOINING OR ABUTTING IMPROVED PROPERTIES.					
(3) ACCUMULATION OF TRASH, LITTER, DEBRIS, GARBAGE, BOTTLES, PAPER, CANS, RAGS, DEAD OR DECAYED FISH, FOWL, MEAN, OR OTHER ANIMAL MATTER, FRUIT, VEGETABLES, OFFAL, BRICKS, CONCRETE, SCRAP LUMBER, OR OTHER REFUSE OF ANY NATURE.					
(4) ANY CONDITION WHICH PROVIDES HARBORAGE FOR RATS, MICE, SNAKES, OR OTHER VERMIN.					

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address	Filed	Status	Closed	
E025-0116	55 N BEACH RD	06/23/25			
DRIVEWAY DOES NOT HAVE A CLEAR 15' VIEW OF NORTH BEACH RD. DOOR HANGER WAS LEFT ON THE DOOR BUSHES ALMOST TO THE ROAD. SEA GRAPE TREE HANGING OVER					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E025-0117	158 S BEACH RD	06/26/25	CLOSED - VERBAL WARNING ISS	06/26/25	

Enforcement List - Inspection Summary

07/10/25

PM TERESA CALLED THAT A LARGE PIECE OF EQUIPMENT WAS PARKED IN THE OWNER'S DRIVEWAY. WE SENT PUBLIC SAFETY AND PUNIC WORKS TO INVESTIGATE. ATT CONTRACTOR STATED THE EQUIPMENT BROKE DOWN AND THEY WERE WORKING ON IT. CONTRACTOR WAS TOLD TO NEVER BLOCK DRIVEWAYS TO RESIDENCES.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0118	488 S BEACH RD	06/26/25	CLOSED - VERBAL WARNING ISS	

THERE IS A SIGN ON SOUTH BEACH ROAD ADVERTISING THE DECORATORS UNLIMITED. THIS IS A VIOLATION OF THE SIGN ORDINANCE, ARTICLE VI SIGNS, FOLLOWING WAS SENT TO THE AGENTS ASSOCIATED WITH THE PROPERTY AND GIVEN 5 DAYS TO REMOVE...DIVISION 1, SECTION 2.04 TEMPORARY SIGNS, F. NO TEMPORARY SIGN, OTHER THAN A REAL-ESTATE SIGN SHALL BE PLACED IN THE ROAD RIGHT -OF -WAY.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0119	302 S BEACH RD	06/30/25	CLOSED - NO VIOLATION	06/30/25

MRS GEDDES WOULD LIKE THE CONTRACTOR TO STOP USING THE SOUTH ROAD, AND ONLY USE SOUTH BEACH ROAD. CH SPOKE TO CONTRACTOR. NORTH RD WILL ONLY BE USED UNTIL SBR IS BUILT. REACHED OUT TO GC FOR CLAR DATE AS TO WHEN THE SBR ENTRY WILL BE COMPLETED.

07/01/25 PM STATED THAT SOUTH ROAD HAS NOT BEEN USED SINCE JUNE 19TH.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0120	332 S BEACH RD	06/30/25	CLOSED - VERBAL WARNING ISS	06/30/25

Enforcement List - Inspection Summary

07/10/25

DAVE THOMAS OF SMRU STATED THAT STEPS WERE NEEDED TO PROTECT THE WATERMAIN ON SITE. MEGAN EMAILED GC. RAMP WAS LAYED AND PHOTOS SUBMITTED. DAVE DROVE BY AND GAVE APPROVAL.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0121	2 ISLE RIDGE W RD	07/08/25		

RESIDENT NEXT DOOR (JIM RIEPE) IS CONCERNED THAT BULKHEAD MAY BE OVER LIMITS ON SHARED CORNER OF THE PROPERTY. ALSO THE BEACH THAT EXISTED ON SW CORNER OF MR. RIEPE'S PROPERTY (1 ISLE RIDGE) IS NOW GONE AND IT IS A STEEP DROP.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0122	508 S BEACH RD	07/08/25	CLOSED - VERBAL WARNING ISS	07/08/25

A NEIGHBOR OF 508 SOUTH BEACH SENT AN EMAIL TO THE BUILDING OFFICIAL REGARDING WORKING AFTER HOURS WITH PICTURES ATTACHED.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0123	508 S BEACH RD	07/08/25	CLOSED - NO VIOLATION	05/08/25

THE RESIDENTS AT 512 SOUTH BEACH SEND AN INQUIRY/COMPLAINT ABOUT THE ELEVATION OF THE NEW HOME AT 508 SOUTH BEACH.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0124	511 S BEACH RD	07/08/25	OPEN - VERBAL WARNING ISSUE	

Enforcement List - Inspection Summary

07/10/25

THE NEIGHBOR OF 511SOUTH BEACH CONTACTED THE BUILDING OFFICIAL TO COMPLAIN ABOUT THE CONSTRUCTION SITE LANDSCAPING.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Population: All Records
Enforcement.DateFiled Between 5/29/2025 12:00:00 AM AND 7/10/2025 11:59:59 PM

Enforcement List - Inspection Summary

07/10/25

Enforcement Number	Address	Filed	Status	Closed
E2025-0095	508 S BEACH RD	05/29/25	CLOSED - COMPLIED	05/29/25
BONNIE CALLED ABOUT A ILLEGAL CONSTRUCTION SIGN (TURTLE BEACH WITH THE ADDRESS 508) RIGHT SIZE AND COLORS . I DO NOT BELIEVE THIS IS ADVERTISING BUT I HAD THEM TAKEN IT DOWN				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/02/25	05/30/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0097	483 S BEACH RD	06/04/25	CLOSED - COMPLIED	06/04/25
TRUCK PARKED ON THE RIGHT OF WAY				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	05/30/25	06/04/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0098	308 S BEACH RD	06/04/25	CLOSED - COMPLIED	
NO FLAGMEN				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Enforcement Number	Address	Filed	Status	Closed
E2025-0099	103 N BEACH RD	06/03/25	CLOSED - COMPLIED	06/03/25
PARKED ON RIGHT OF WAY				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/03/25	06/04/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0100	88 N BEACH RD	06/04/25	CLOSED - COMPLIED	06/04/25
DRAGGING DIRT ONTO THE ROAD				

Enforcement List - Inspection Summary

07/10/25

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/04/25	FRANK LOGALBO

Enforcement Number Address Filed Status Closed
 E2025-0101 160 N BEACH RD 06/04/25 06/04/25 06/04/25
 TRUCK AND TRAILER IN ROADWAY

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/04/25	06/05/25	FRANK LOGALBO

Enforcement Number Address Filed Status Closed
 E2025-0102 51 N BEACH RD 06/05/25 CLOSED - VERBAL WARNING ISS 06/05/25
 PARKED ON RIGHT OF WAY

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/05/25	FRANK LOGALBO

Enforcement Number Address Filed Status Closed
 E2025-0103 63 S BEACH RD 06/06/25 CLOSED - COMPLIED 06/06/25
 WHITE TRUCK ON THE RIGHT OF WAY

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number Address Filed Status Closed
 E2025-0104 79 LINKS RD 06/06/25 CLOSED - COMPLIED 06/06/25
 LANDSCAPERS MOWING GRASS ONTO THE STREET.. I GAVE THEM A CARD WITH THE CODE
 AND EXPLANATION IN ENGLISH AND SPANISH

THE BLEW THE STREET CLEAN

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/05/25	06/06/25	FRANK LOGALBO

Enforcement List - Inspection Summary

07/10/25

Enforcement Number	Address	Filed	Status	Closed
E2025-0105	67 S BEACH RD	06/05/25	CLOSED - VERBAL WARNING ISS	06/05/25
BLOWING GRASS INTO THE ROAD				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/05/25	06/06/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0106	161 S GOMEZ RD	06/05/25	CLOSED - VERBAL WARNING ISS	06/05/25
BLOWING GRASS INTO THE ROAD GIVEN A CARD ABOUT THE VIOLATION IN ENGLISH AND SPANISH				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/09/25	06/06/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0107	7 SOUTH BEACH RD	06/09/25	CLOSED - VERBAL WARNING ISS	06/10/25
TWO VEHICLES IN THE RIGHT OF WAY DELIVERING PALM TREES (NO FLAGMEN) THEY WERE TOLD THEY NEEDED A FLAGMAN THEY GOT ONE				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/11/25	06/10/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0108	508 S BEACH RD	06/09/25	CLOSED - VERBAL WARNING ISS	06/09/25
TRUCKS DRAGGING DIRT ONTO SOUTH BEACH				
Inspection Type	Status	Result	Scheduled	Completed Inspector
Initial	Complete	02	06/11/25	06/10/25 FRANK LOGALBO
Enforcement Number	Address	Filed	Status	Closed
E2025-0109	7 SOUTH BEACH RD	06/10/25	CLOSED - COMPLIED	06/10/25
PARK IN RIGHT OF WAY NO FLAGMAN (2ND TIME IN TWO DAYS) THJEY HAD A FLAG ON A POLE BUT NO PERSON				

Enforcement List - Inspection Summary

07/10/25

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/12/25	06/11/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0110	34 GOMEZ RD		06/10/25	CLOSED - COMPLIED	06/10/25
LANDSCAPERS BLOWING GRASS ONTOO THE STREET					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address		Filed	Status	Closed
E2025-0111	51 N BEACH RD		06/11/25	CLOSED - COMPLIED	06/23/25
MR.FIELD CALLED ME STATING AT 51 THEY DUMP A METAL DUMPSTER IN THE ROADWAY					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/24/25	06/23/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0112	75 N BEACH RD		06/12/25	CLOSED - VERBAL WARNING ISS	06/12/25
VEHICLE PARKED ON THE RIGHT OF WAY GAVE THEM A DOOR HANGER LETTING THEM KNOW THEY CAME OUT AND MOVED THEIR CAR					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/12/25	06/13/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0113	103 N BEACH RD		06/12/25	DOOR HANGER	06/12/25
VEHICLES PARKED ON RIGHT OF WAY CONSTRUCTION					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Initial	Complete	02	06/12/25	06/13/25	FRANK LOGALBO
Enforcement Number	Address		Filed	Status	Closed
E2025-0114	43 N BEACH RD		06/20/25	CLOSED - VERBAL WARNING ISS	

Enforcement List - Inspection Summary

07/10/25

THREE WHITE VANS IN THE ROW.
CALL CONTRACTOR CHASE DURETTE HE WILL HAVE THEM MOVED.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address	Filed	Status	Closed	
E025-0115	483 S BEACH RD	06/20/25	CLOSED - NO VIOLATION		
SEC. 9-22. CERTAIN NUISANCES PROHIBITED.					
(1) ANY UNREASONABLE GROWTH OR ACCUMULATION OF WEEDS OR VINES AND ANY UNREASONABLE GROWTH OF VEGETATION INCLUDING BUSHES AND TREES WITHIN THREE FEET OF ANY HARD SURFACED ROAD IN THE TOWN.					
(2) ANY UNREASONABLE OR DENSE GROWTH OR ACCUMULATION OF WEEDS, WILD GROWTH, OR GRASS IN EXCESS OF 12 INCHES IN HEIGHT FROM THE GROUND; DEAD, DYING, DECAYED OR FALLEN TREES OR LIMBS WHICH CAN BE OBSERVED FROM PUBLIC RIGHTS-OF-WAY OR FROM ADJOINING OR ABUTTING IMPROVED PROPERTIES.					
(3) ACCUMULATION OF TRASH, LITTER, DEBRIS, GARBAGE, BOTTLES, PAPER, CANS, RAGS, DEAD OR DECAYED FISH, FOWL, MEAN, OR OTHER ANIMAL MATTER, FRUIT, VEGETABLES, OFFAL, BRICKS, CONCRETE, SCRAP LUMBER, OR OTHER REFUSE OF ANY NATURE.					
(4) ANY CONDITION WHICH PROVIDES HARBORAGE FOR RATS, MICE, SNAKES, OR OTHER VERMIN.					

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address	Filed	Status	Closed	
E025-0116	55 N BEACH RD	06/23/25			
DRIVEWAY DOES NOT HAVE A CLEAR 15' VIEW OF NORTH BEACH RD. DOOR HANGER WAS LEFT ON THE DOOR BUSHES ALMOST TO THE ROAD. SEA GRAPE TREE HANGING OVER					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E025-0117	158 S BEACH RD	06/26/25	CLOSED - VERBAL WARNING ISS	06/26/25	

Enforcement List - Inspection Summary

07/10/25

PM TERESA CALLED THAT A LARGE PIECE OF EQUIPMENT WAS PARKED IN THE OWNER'S DRIVEWAY. WE SENT PUBLIC SAFETY AND PUNIC WORKS TO INVESTIGATE. ATT CONTRACTOR STATED THE EQUIPMENT BROKE DOWN AND THEY WERE WORKING ON IT. CONTRACTOR WAS TOLD TO NEVER BLOCK DRIVEWAYS TO RESIDENCES.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0118	488 S BEACH RD	06/26/25	CLOSED - VERBAL WARNING ISS	

THERE IS A SIGN ON SOUTH BEACH ROAD ADVERTISING THE DECORATORS UNLIMITED. THIS IS A VIOLATION OF THE SIGN ORDINANCE, ARTICLE VI SIGNS, FOLLOWING WAS SENT TO THE AGENTS ASSOCIATED WITH THE PROPERTY AND GIVEN 5 DAYS TO REMOVE...DIVISION 1, SECTION 2.04 TEMPORARY SIGNS, F. NO TEMPORARY SIGN, OTHER THAN A REAL-ESTATE SIGN SHALL BE PLACED IN THE ROAD RIGHT -OF -WAY.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0119	302 S BEACH RD	06/30/25	CLOSED - NO VIOLATION	06/30/25

MRS GEDDES WOULD LIKE THE CONTRACTOR TO STOP USING THE SOUTH ROAD, AND ONLY USE SOUTH BEACH ROAD. CH SPOKE TO CONTRACTOR. NORTH RD WILL ONLY BE USED UNTIL SBR IS BUILT. REACHED OUT TO GC FOR CLAR DATE AS TO WHEN THE SBR ENTRY WILL BE COMPLETED.

07/01/25 PM STATED THAT SOUTH ROAD HAS NOT BEEN USED SINCE JUNE 19TH.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed
E2025-0120	332 S BEACH RD	06/30/25	CLOSED - VERBAL WARNING ISS	06/30/25

Enforcement List - Inspection Summary

07/10/25

DAVE THOMAS OF SMRU STATED THAT STEPS WERE NEEDED TO PROTECT THE WATERMAIN ON SITE. MEGAN EMAILED GC. RAMP WAS LAYED AND PHOTOS SUBMITTED. DAVE DROVE BY AND GAVE APPROVAL.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Enforcement Number	Address	Filed	Status	Closed	
E2025-0121	2 ISLE RIDGE W RD	07/08/25			
RESIDENT NEXT DOOR (JIM RIEPE) IS CONCERNED THAT BULKHEAD MAY BE OVER LIMITS ON SHARED CORNER OF THE PROPERTY. ALSO THE BEACH THAT EXISTED ON SW CORNER OF MR. RIEPE'S PROPERTY (1 ISLE RIDGE) IS NOW GONE AND IT IS A STEEP DROP.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E2025-0122	508 S BEACH RD	07/08/25	CLOSED - VERBAL WARNING ISS	07/08/25	
A NEIGHBOR OF 508 SOUTH BEACH SENT AN EMAIL TO THE BUILDING OFFICIAL REGARDING WORKING AFTER HOURS WITH PICTURES ATTACHED.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E2025-0123	508 S BEACH RD	07/08/25	CLOSED - NO VIOLATION	05/08/25	
THE RESIDENTS AT 512 SOUTH BEACH SEND AN INQUIRY/COMPLAINT ABOUT THE ELEVATION OF THE NEW HOME AT 508 SOUTH BEACH.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector

Enforcement Number	Address	Filed	Status	Closed	
E2025-0124	511 S BEACH RD	07/08/25	OPEN - VERBAL WARNING ISSUE		

Enforcement List - Inspection Summary

07/10/25

THE NEIGHBOR OF 511SOUTH BEACH CONTACTED THE BUILDING OFFICIAL TO COMPLAIN ABOUT THE CONSTRUCTION SITE LANDSCAPING.

Inspection Type	Status	Result	Scheduled	Completed	Inspector
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Population: All Records
Enforcement.DateFiled Between 5/29/2025 12:00:00 AM AND 7/10/2025 11:59:59 PM



*Jupiter Island Public Safety Department
June 2025
Activity Report*



Monthly Activity

	June 2024	June 2025	YTD - 2024	YTD - 2025
<i>Calls for Service</i>	158	133	876	872
<i>Arrests</i>	2	2	8	14

Traffic & Marine Activity

	June 2024	June 2025	YTD - 2024	YTD - 2025
<i>Traffic Stops</i>	62	105	411	635
<i>Vehicle Citations</i>	13	17	65	84
<i>Parking Citations</i>	2	4	59	72
<i>Vehicle Crashes</i>	1	4	7	21
<i>Marine Unit Activity</i>	-	30	-	271

Major Crimes

<i>Crime Type</i>	June 2024	June 2025	YTD - 2024	YTD - 2025
<i>Robbery</i>	0	0	1	0
<i>Burglary</i>	0	0	0	0
<i>Theft</i>	0	0	4	1
<i>Auto Theft</i>	0	0	0	0
<i>Assault</i>	0	0	0	0
<i>Total</i>	0	0	5	1

Other Crimes

<i>Type</i>	June 2024	June 2025	YTD - 2024	YTD - 2025
<i>Fraud</i>	0	0	0	2
<i>Drug Violations</i>	1	0	1	4
<i>Trespassing</i>	0	0	0	1
<i>Vandalism</i>	0	0	0	0
<i>Disorderly Conduct</i>	1	0	1	0
<i>Lewd & Lascivious</i>	0	0	0	0
<i>Total</i>	2	0	2	7



*Jupiter Island Public Safety Department
June 2025
Activity Report*



Code Compliance

<i>Violation Type</i>	June 2024	June 2025	YTD - 2024	YTD - 2025
<i>Parking in Right of Way</i>	21	18	89	114
<i>No Flag Persons Present</i>	7	3	21	10
<i>Working Outside Hours</i>	0	0	3	7
<i>Work with No Permit</i>	0	0	0	0
<i>All Other Violations</i>	2	6	17	13
<i>Total Violations</i>	30	27	130	144

ALS Fire Rescue Responses

<i>Medical calls this month</i>	4	<i>Avg. response time</i>	2.7 minutes
<i>Fire calls this month</i>	3	<i>Avg. response time</i>	3.0 minutes

Criminal Activity

Involuntary Commitment- Baker Act / June 2, 2025; Case number 2025-00006872, Officers responded to a report of a naked male walking north on the beach in the 200 block of South Beach Rd. Officers discovered a naked white male who appeared to be agitated and confused, experiencing a mental health problem. The subject was transported to Jupiter Medical center for evaluation and subsequently transported to Coral Shores for involuntary commitment for a mental health evaluation.

Involuntary Commitment- Baker Act / June 4, 2025; Case number 2025-00007057, Officers responded to a request for assistance related to an involuntary commitment order issued by a medical professional. The subject was located and transported to Coral Shores for evaluation, without incident.

Traffic Arrest / June 19, 2025; while conducting a lawful traffic stop, the operator of the vehicle was issued a criminal traffic citation with a mandatory court appearance for Driving While License Suspended w/Knowledge. The vehicle was turned over to a licensed driver.

Traffic Arrest- Possession of Alcohol by a Minor/ June 21, 2025; Case number 2025-00007779, while conducting a lawful traffic stop and subsequent to a legal search of the vehicle, the operator was found to be in possession of alcoholic beverages and was under the legal age of possession. The driver was placed under arrest and issued a Notice to Appear for the criminal charge.



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Warrant Arrest / June 25, 2025; Case number 2025-00007972; while conducting a lawful traffic stop, the operator of the vehicle was placed under arrest for an open warrant out of Broward County for Driving While License Suspended. The individual was transported to the MC Jail.

Traffic Arrest / June 25, 2025; while conducting a lawful traffic stop, the operator of the vehicle was issued a criminal traffic citation with a mandatory court appearance for Driving While License Suspended w/ Knowledge and Expired Registration more than 6 months.

Traffic Arrest- Traffic Crash / June 29, 2025; Case number 2025-00008164; while on patrol, officers observed a vehicle traveling north in the 500 block of S Beach Rd at a high rate of speed. By the time the officer made a u-turn to catch up and conduct a traffic stop, the vehicle had crashed into several mailboxes, a guard rail and large tree in the 400 block. Both occupants received minor injuries and were transported to Jupiter Medical Center. The operator of the vehicle was issued a criminal citation with a mandatory court appearance for Reckless Driving and a criminal citation for excessive speed.

Hobe Sound Beach Statistics

	Current Month	YTD - 2025
<i>Calls for Service- Day</i>	2	35
<i>Calls for Service- Night</i>	2	12
<i>Patrols</i>	131	530
<i>Traffic Stops</i>	16	57

Hobe Sound Beach Activity

Medical Calls

June 0 Year to Date 3

DAYTIME 7am-7pm

Loose Dog / June 21, 2025, 3:40 pm; Public Safety responded to the public beach for a report of two loose dogs jumping on people in the area of the pavilion. The dogs were gone upon the officer's arrival.

Found Property / June 29, 2025, 6:00 pm; Public Safety responded to the public beach for a report of a found cellular phone. The owner was contacted and returned to pick up her phone at the Public Safety office.



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NIGHTTIME 7pm-7am

Town Ordinance Violation- Camping / June 9, 2025, 11:00 pm; Public Safety Officers responded to the public beach for a report of several camper vans attempting to set up camp for the night in the parking lot. The subjects were advised of the town ordinance and were provided alternate local destinations where camping is permitted.

Disabled Vehicle / June 15, 2025, 10:21 pm; Public Safety units responded to a disabled vehicle in the parking lot of the public beach. The vehicle was left parked in the parking lot overnight and the driver was aided in getting a ride off the island.

Upcoming Town Meetings and Events

2025

Date	Day	Time	Event/Meeting	Location
July 4	Friday	All Day	Holiday - Independence Day - Town Offices Closed	
July 10	Thursday	9am	Impact Review Committee	Island Room (Cancelled)
July 21	Monday	9am	Town Coffee with Commissioner Taddeo	Conference Room
July 21	Monday	10am	SMRU/Beach District Mtgs	Island Room
July 22	Tuesday	9am	Town Commission Meeting	Island Room
July 31	Thursday	9am	Board of Adjustment Meeting	Island Room (If Required)
August 7	Thursday	9am	Impact Review Committee	Island Room (If Required)
August 7	Thursday	9am	Pension Committee	Conference Room
August 7	Thursday	10:15am	Town/SMRU Defined Contribution Committee Mtg	Conference Room
August 19	Tuesday	9am	Town Coffee with Commissioner Warner	Conference Room (If Required)
August 19	Tuesday	10am	Beach Protection District Mtg	Island Room (If Required)
August 20	Wednesday	9am	Town Commission Meeting	Island Room (If Required)
August 28	Thursday	9am	Board of Adjustment	Island Room (If Required)
September 1	Monday	All Day	Holiday - Labor Day - Town Offices Closed	
September 4	Thursday	9am	Impact Review Committee	Island Room (If Required)
September 16	Tuesday	9am	Town Commission Meeting	Island Room
September 16	Tuesday	5:01pm	1st Budget Hearing	Island Room
September 19	Friday	9am	Town Coffee w/ Mayor Townsend	Conference Room
September 19	Friday	10am	SMRU/Beach Protection Mtgs	Island Room
September 19	Friday	5:01pm	2nd Budget Hearing	Island Room
September 25	Thursday	9am	Board of Adjustment	Island Room
October 2	Tuesday	9am	Impact Review Committee	Island Room (If Required)
October 28	Tuesday	9am	Town Coffee w/ Mayor Commissioner Warner	Conference Room
October 28	Tuesday	10am	Beach Protection District Mtg	Island Room
October 29	Wednesday	9am	Town Commission Meeting	Island Room
October 30	Thursday	9am	Board of Adjustment	Island Room
November 6	Thursday	9am	Impact Review Committee	Island Room (If Required)
November 11	Tuesday	All Day	Holiday - Veteran's Day- Town Offices Closed	
November 19	Wednesday	9am	Town Coffee w/Mayor Townsend	Conference Room
November 19	Wednesday	10am	SMRU/Beach Protection Mtgs	Island Room
November 20	Thursday	9am	Town Commission Meeting	Island Room
November 27	Thursday	All Day	Holiday - Thanksgiving Day- Town Offices Closed	
November 28	Friday	All Day	Holiday - Thanksgiving Holiday- Town Offices Closed	

June 20, 2025

Key	
Changes from Previous Schedule	
Board of Adjustment	
Impact Review Committee	
Town Hall Closed	
Municipal Election	

Agendas posted on Town Website: www.townofjupiterisland.com prior to the meeting