

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, SEPTEMBER 16, 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. Commissioner Comments
- b. Agenda Approval
- c. Other Comments

The Town Commission meeting will recess at approximately 12:00pm (noon) to conduct a closed-door Attorney Client Session 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 Attorney Client 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) 10:30am, 12:00pm, 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 July 22, 2025, Town Commission Meeting
- b. Fixed Asset Disposals

Category B- Other Informational Materials (No Action Required)

- a. Minutes of May 5, 2025, Impact Review Committee Meeting
- b. Minutes of May 8, 2025, Pension Board Meeting
- c. Minutes of May 8, 2025, Town/SMRU Defined Contribution Meeting

PRIORITY MATTERS & PRESENTATIONS

2. Kimley Horn Presentation
 - a. Final Density Study
 - b. Comprehensive Plan Schedule Review

COMMISSION ACTION ITEMS

3. Winter Waiver Request - 251 South beach Rd. (Hamm)
4. Resolution No. 940 - Administrative Official to Approve Plats and Replats
5. Resolution No. 941 - Abandon Devonshire Lane
6. Resolution No. 942 - Authorizing Participation in Lawsuit to Oppose SB 180
7. Ordinance No. 409 - Appeal Process - 2nd Reading
8. Ordinance No. 410 - Amending Code regarding Permits - 2nd Reading
9. Ordinance No. 411 - Combining BOA and IRC - 2nd Reading
 - a. Ordinance No. 411 2nd Reading
 - b. Development Review Board Members
 - c. Development Review Board Criteria
10. Ordinance No. 412- Dock Lighting - 2nd Reading
11. Road Resurfacing Piggyback Contract (Sunshine Land Design)
 - a. Contract Approval Request
 - b. Work Authorization Request - Isle Ridge
12. Town Manager Evaluation
 - a. Town Manager Evaluation Discussion
 - b. Director Accomplishments and Objectives - Review and Discussion
13. Finance Matters
 - a. Approval of the 2025-2026 Property, Casualty, and Ancillary Insurance Policies
 - b. Approval of 2025-2026 Employee Insurance Benefits

- c. Financial Report Year-to-Date
- d. FY 2025-2026 Tentative Annual Budget

ADDITIONAL COMMISSION MATTERS

- 14. Ordinance No. 408 Section Discussion - Non-Conformities
- 15. Ficus Allée Update*

STANDING REPORTS

- 16. Town Manager's Report
 - a. Elected Official Legal Expenses
 - b. Other Items*
- 17. Town Attorney Report*
- 18. Building Department Report
 - a. Private Road Construction Discussion
 - b. Building Department and Code Compliance Reports
- 19. Public Safety
 - a. Electric Bicycles (E-Bikes)*
 - b. Activity Report

OTHER ITEMS

- 20. Meeting Dates

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 ATTORNEY-CLIENT MEETING

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 attorney-client meeting on TUESDAY, SEPTEMBER 16, 2025** as part of a Town Commission meeting to be held at the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455. During the Town Commission meeting, the Town Commission will recess to a private Attorney-Client meeting at approximately **12:00pm** to be held in the Town Manager's Conference Room at the Jupiter Island Town Hall as authorized by §286.011(8), *Florida Statutes* to discuss pending litigation and the appeal in the cases styled:

(1) DAVID S. SLAN, JOANNA C SLAN, ARTHUR HANSEN AND ANTHONY HANSEN V. TOWN OF JUPITER ISLAND, 19th Circuit Court Case No.: 23-00-1607-CAAA;

The members of the Town Commission expected to attend the private Attorney-Client meeting include: Mayor Penelope "Penny" Townsend, Vice-Mayor Anne Scott, Commissioners, Patricia "Patsy" Warner, Marshall Field VI, and Joseph Taddeo, Town Attorney Thomas J. Baird, Special Counsel, Rachel "Rocky" Rodriguez and/or Kyle Teal, and Town Manager Robert Garlo.

The Attorney-Client meeting is expected to begin at approximately **12:00pm**, and is anticipated to last for approximately 1 hour, however, it may continue so long as the members of the Town Commission determine necessary. At the conclusion of the private Attorney-Client meeting, the members of the Town Commission will re-convene their meeting in the Town Commission Chambers and take up any other items on the agenda.

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

Posted: August 15, 2025

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**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, JULY 22, 2025**

TIME: Tuesday, July 22, 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

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

Mayor Townsend called the meeting to order at 9:02 AM and read the Town Vision statement.

a. Town Coffee Update

Commissioner Taddeo announced that the Coffee hour was canceled due to only two residents online.

b. Commissioner Comments

There were no additional comments.

c. Agenda Approval

Mayor Townsend amended the agenda as follows: The discussion with Martin County Administrator Don Donaldson regarding the Martin County Cost Share Memorandum of Agreement would follow Agenda Item 3a, the Density Study Update. Agenda Item 6, Ordinance No. 411, Combining BOA and IRC – First Reading, would be moved and heard prior to Agenda Item 4. Agenda Item 9, Road Resurfacing, was pulled. A new item, Coastal Engineering Services Contract, was added as Agenda Item 9a. The SMRU Rate Study, discussed during the previous day's SMRU meeting, would be heard directly after the Proposed Budget and assigned as Agenda Item 12a.

MOTION: *Scott/Taddeo moved to approve amended agenda as discussed.*

ACTION: *Motion passed 5-0.*

d. Other Comments

There were none.

B. Public Comment

There were none.

CONSENT ITEMS

1. Consent Agenda

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

ACTION: *Motion passed 5-0.*

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

Vice Mayor Scott asked about differences in the June 11 and February 27 minutes. Town Clerk Kogos confirmed only minor grammatical edits had been made to ensure accuracy.

PRIORITY MATTERS & PRESENTATIONS

2. Density Study - Kimley Horn*

Director Catherine Harding introduced Ali Palmer of Kimley Horn. Ms. Palmer provided an update regarding the Town's Density Study, beginning with background information, noting that they plan to have a final report with recommendations by the end of July.

Ms. Palmer reviewed the Density Study process, highlighting barriers to development including land use, publicly and privately owned lands, and environmental and coastal considerations. She identified the Town's residential zoning districts, establishing what is existing today, and what is remaining that could be developed. She stated 515 of 701 parcels are currently developed. She explained that details of the remaining parcels would be provided in the final report.

Mayor Townsend referred to newly passed legislation regarding Senate Bill 180 and how it may affect the Town. Ms. Palmer explained the bill and noted that updates to the Comprehensive Plan may not be made more stringent regarding development. Town Attorney Baird explained that a legal opinion is forthcoming, as the bill is new.

Mayor Townsend asked about the revised timeline. Ms. Palmer stated the first draft would be delivered in September, followed by focus groups and possibly a joint workshop in late October or November. A second draft of the comprehensive plan policies would be presented late in the year or early next year. The final submission to the state is due by May 1, 2026.

COMMISSION ACTION ITEMS

3. Priority Commission Action Items

- a. Martin County Cost Share

Mayor Townsend welcomed and introduced Martin County Administrator Don Donaldson. She also acknowledged Martin County Commissioner Blake Capps in attendance.

Director Duchock provided information regarding how Martin County is responsible for the management of the St. Lucie Inlet including erosion impacts on Jupiter Island. Mr. Donaldson explained a proposed cost share contribution of \$9,292,000 to the Town and noted the partnership between the Town and the County.

Town Manager Garlo noted appreciation regarding the positive working relationship the County has extended to the Town.

Mayor Townsend asked for an update on the St. Lucie South Jetty rehabilitation scoping period, and what the county might request from the Town in support of the effort. Mr. Donaldson explained the South Jetty repair process by the Army Corps of Engineers and expressed appreciation of Town support.

MOTION: *Taddeo/Field moved to approve the Cost Share Memorandum of Agreement as presented.*

ACTION: *Motion passed 5-0.*

b. Board of Adjustment Subdivision Application Recommendation - 404 South Beach

Town Manager Garlo provided background information regarding the subdivision application, the subdivision application process, and newly enacted Senate Bill 784.

Mayor Townsend recommended pulling the agenda item from the agenda at this time. Town Attorney Baird expressed agreement in reviewing the bill action.

MOTION: *Field/Taddeo moved to approve removing the agenda item from the agenda at this time.*

ACTION: *Motion passed 5-0.*

Town Manager Garlo explained the amended state law requires municipalities to designate an administrative authority and official to review subdivision applications. He recommended the Building Department serve as the authority and the Town Manager as the official. A resolution reflecting this will be brought in September. He noted the new law eliminates review by the Board of Adjustment and requires administrative approval only.

Vice Mayor Scott suggested engaging outside independent counsel to assist the Town through this complicated process. Town Manager Garlo stated agreement and noted that the Town already engages with outside counsel to assist the Building Department with all development applications.

Vice Mayor Scott expressed concern over increased legal exposure for the Town Manager and Building Official and asked if added indemnification was needed. Town Attorney Baird confirmed current protections are adequate. Vice Mayor Scott voiced appreciation for staff and emphasized the need to review subdivision guidelines in the Land Development Regulations to ensure alignment with the Town's vision.

Director Harding outlined the current review process, including title verification, engineering and utility reviews, and zoning compliance. She said the process is comprehensive and consistent with the

comprehensive plan.

Vice Mayor Scott asked about a zoning-in-progress pause. Town Attorney Baird said Senate Bill 180 prohibits such action and emphasized that subdivisions follow state statute and allow limited discretion. He clarified that changes could not apply retroactively to applications submitted before July 1.

Vice Mayor Scott recommended using independent counsel for complex development reviews. Commissioner Field agreed and called for a standing policy requiring legal review. Town Manager Garlo confirmed counsel is already used and noted that the application under review was submitted prior to July 1 and had legal approval.

Mayor Townsend asked Town Manager Garlo and Town Attorney Baird to prepare a resolution for September to formalize the administrative designations as required under the new law.

MOTION: *Field/Taddeo moved to approve staff to bring a resolution to adopt the necessary language referenced in Senate Bill 784.*

ACTION: *Motion passed 5-0.*

4. Ordinance No. 409 - Appeal Process - 1st Reading

This item was heard after Agenda Item 6, Ordinance No. 411.

Town Attorney Baird read Ordinance 409 by title.

Mayor Townsend noted all references to the Board of Adjustment and Impact Review Committee should be updated to Development Review Board. Mayor Townsend identified a conflict in the ordinance draft: it required four Commissioners to bring an appeal and three to overturn. She recalled the intent was three to bring an item up and four (a supermajority) to overturn.

Commissioner Field supported requiring a supermajority to reverse but cautioned against using fixed numbers in case of vacancies. Town Attorney Baird recommended using “supermajority of the full membership.” Commissioners agreed.

Vice Mayor Scott asked if denials should be included. Commissioners agreed to limit review to approvals only. Mayor Townsend asked to revise the appeal deadline to start upon the order being “rendered.” Town Attorney Baird confirmed.

Commissioners confirmed the final structure: three to bring up an item and four to overturn.

Public Comment:

None

MOTION: *Field/Taddeo moved to approve Ordinance No. 409 on 1st reading and bring it back for 2nd reading with edits as discussed.*

ACTION: *Motion passed 4-1; Commissioner Scott dissented.*

5. Ordinance No. 410 - Amending Code re Permits - 1st Reading

Director Harding reviewed the proposed Ordinance.

Town Attorney Baird read Ordinance 410 by title.

Public Comment:

None

MOTION: *Taddeo/Field moved to approve Ordinance No. 410 on 1st reading and bring it back for 2nd reading.*

ACTION: *Motion passed 4-1; Commissioner Scott dissented.*

6. Ordinance No. 411 - Combining BOA and IRC - 1st Reading

This item was heard prior to Agenda Item 4.

Town Manager Garlo stated the Town received 4 comments from Board of Adjustment (BOA) or Impact Review Committee (IRC) members regarding one board. Comments from Bonnie Schiralli, Judy Holden, Eleanor Seaman and Marshall Field V (all IRC members) were read into the record.

Director Harding provided background information regarding this matter, which has been previously discussed. She explained her recommendation for creating one board, combining the two existing boards.

Vice Mayor Scott stated she reviewed the Land Development Regulations (LDR) and concluded that the Town's LDRs are full of complications and inconsistencies and in need of a complete overhaul. She provided examples. Mayor Townsend stated that Kimley Horn will be reviewing the LDRs along with the Comprehensive Plan review.

Commissioner Field suggested also engaging with outside counsel with land planning experience to review the LDRs along with Kimley Horn.

Vice Mayor Scott stated she has no interest in reviewing proposed Ordinances today until the LDRs are reviewed. Discussion ensued regarding creating qualifications for Board members, including attendance requirements.

Commissioner Field supported language allowing reappointment or replacement for repeated absences, and recommended setting expectations during appointment, such as attending at least two summer meetings. He also favored rotating chairs and requiring boards to meet at least monthly rather than "from time to time." Commissioner Field stated missed Board of Adjustment meetings cause financial harm to applicants and the Town has a responsibility to review applications promptly.

Mayor Townsend also added a scenario where members hearing an application a second time are different than those present in the first hearing which poses an additional challenge.

Vice Mayor Scott suggested adding member qualification.

Commissioner Field suggested adding that the building department will engage with outside counsel for each application and should have language in the ordinance stating such.

Commissioner Taddeo stated that the boards are only as good as the criteria they are given. He stated the Town Commission should create the standards then let the boards perform.

Vice Mayor Scott suggested the Town Commission hear applications when the lower board lacks a quorum. Discussion followed.

Public Comment:

Attorney Jared Gaylord stated he is generally indifferent regarding combining of the two boards, but he sees the benefit of one board which could help speed the process along and help reduce financial burdens.

Town Manager Garlo stated he currently has an engagement with Buchanan Ingersoll and pointed out that will result in billable hours.

MOTION: *Field/Taddeo moved to approve Ordinance No. 411 on 1st reading and bring it back for 2nd reading with the changes discussed.*

ACTION: *Motion Passed 4-1; Vice Mayor Scott dissented.*

Town Attorney Baird read Ordinance No. 411 by title.

Mayor Townsend requested each Commissioner submit names for the proposed new Development Review Board, selecting from current members of the BOA and IRC or suggesting additional candidates. Mayor Townsend stated the second request is for the Town Commission to return in September with suggestions for criteria.

MOTION: *Field/Taddeo moved to authorize the Town Manager to engage with Buchanan Ingersoll and Kimley Horn to review the LDRs for conflicts and ambiguities.*

ACTION: *Motion passed 4-1; Vice Mayor Scott dissented.*

The Town Commission recessed at 10:36 AM.

The Town Commission reconvened at 10:44 AM.

7. Ordinance No. 412 - Dock Lighting - 1st Reading

Town Attorney Baird read Ordinance No. 412 by title.

Director Harding explained the ordinance and provided background information. She noted that the language was changed from "multiple-colored lights" to "white" dock lights except fishing (snook) and navigational lights.

Mayor Townsend asked whether dock lighting should be included in the total lumens allowed per property. Director Harding stated dock lighting should not be counted toward the property's total lumens. The current lighting ordinance does not include dock lighting.

Vice Mayor Scott asked if there was a limitation on dock size. Director Harding confirmed there was.

Vice Mayor Scott suggested addressing the underlying policy and formally embrace the value of maintaining dark skies. She stated the Town Commission should stand firmly against light pollution, honor the island's dark designation, and commit to doing what it can to control lighting.

Mayor Townsend agreed not to include dock lighting in the total lumen calculation, expressing concern that it could unfairly penalize properties with larger docks. She stated the Town Commission could revisit the issue in the future if needed and was comfortable leaving the language as is.

MOTION: *Field/Taddeo moved to approve Ordinance No. 412 on 1st reading and bring it back for 2nd reading.*

ACTION: Motion passed 4-1; Vice Mayor Scott dissented.

Public Comment:

None

8. Beautification Spending Authorization - Town Hall Entrance

Director Duchock reviewed the topic of the requested spending authorization. He explained staff has received quotes for strangler figs with the recommendation to remove the existing trees and replace with 10 new trees at the entrance of Town Hall in the amount of \$23,950, instead of interplanting.

Vice Mayor Scott suggested a staged approach instead.

MOTION: Field/Warner moved to approve the spending authorization in the amount of \$23,950 to plant strangler figs along the Town driveway using budgeted funds for grounds projects.

ACTION: Motion passed 5-0.

9. Road Resurfacing Piggyback Contract (Sunshine Land Design)

This item was pulled from the agenda.

a. Coastal Engineering Svc - RFQ 2025-06 Spending Authorization

Director Duchock explained RFQ 2025-06 for Coastal Engineering Services and reported that bid submittals were received and ranked by the selection committee. He stated the ranking as follows: Gahagan & Bryant Associates, Geosyntec, Cummins Cederberg, APTIM, and Graef.

Staff recommended awarding contracts to the top four ranked firms.

MOTION: Field/Taddeo moved to authorize the Town Manager to engage with the top four firms, Gahagan & Bryant, Geosyntec, Cummins Cederberg and APTIM.

ACTION: Motion passed 5-0.

10. Debris Contracts

Director Duchock reviewed all 3 contracts, explaining each one briefly.

a. Debris Removal - RFP 2025-04

Director Duchock explained the scope of work and noted that bid submittals were received. He reviewed the highlights of the contract and stated that submittals included Dynamic, Aftermath, Ceres, DRC, and Arbor.

Staff recommended a multi-firm approach with Dynamic, Aftermath, and Ceres.

Public Comment:

None

MOTION: Taddeo/Field moved to authorize the Town Manager to engage with Dynamic LLC, Aftermath Disaster Recover, and Ceres for Debris Removal services.

ACTION: *Motion passed 5-0.*

b. Debris Disposal - RFP 2025-05

Director Duchock explained the scope of work and bid submittals received.

Staff recommended approval of the top two firms, Dynamic and Ceres.

MOTION: *Warner/Field moved to authorize the Town Manager to engage with Dynamic LLC and Ceres Environmental for Debris Disposal Services.*

ACTION: *Motion passed 5-0.*

c. First Push Contract - RFP 2025-08

Director Duchock explained the first push contract and noted one bid submittal, as the scope is very focused on immediate and heavy work in the case of emergencies.

Staff recommended approval of engaging with Jenkins.

MOTION: *Warner/Taddeo moved to authorize the Town Manager to engage with Jenkins Landscape Company for First Push services.*

ACTION: *Motion passed 5-0.*

11. Budget Amendment FY 2024-2025 - Resolution No. 933

Director Pazanski presented the monthly financial report noting revenues of \$12,268,603 and expenditures of \$9,883,205. Discussion ensued regarding reserves.

Director Pazanski explained the need for a budget amendment and provided a list of the general fund budget amendment descriptions. He reviewed Resolution No. 933 for consideration.

MOTION: *Field/Scott moved to approve Resolution 933 as presented.*

ACTION: *Motion passed 5-0.*

12. Proposed Budget FY 2025-2026 - Setting Millage Rate and Establishing Public Hearing Dates

Director Pazanski provided a review of the proposed budget timeline followed by the proposed fiscal year 2025-2026 budget. He noted a proposed total general fund budget of \$13,419,005 and explained the ad valorem revenues as well as the projected expenses. He noted a 5% COLA/Merit for employees, operating costs, and capital expenditures.

Commissioner Field expressed the need for a review of Town assets and the lack of regular maintenance.

Discussion continued regarding the increase in revenues. Town Manager Garlo explained that the millage will remain flat as opposed to the rollback rate. He noted that revenues have increased as well as expenditures due to cost of living increases.

The Town Commission recessed at 12:00 PM for Executive Session.

The Town Commission reconvened at 12:49 PM from Executive Session.

Director Pazanski continued his review. In summary, he stated that 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 2.8259 mills;
- The Beach Protection District proposed ad valorem millage tax rate for Fiscal Year 2025-2026 at .9593 mills;
- 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.

Mayor Townsend stated reluctance to reduce the overall millage rate and expressed interest in capturing the 0.0173 reduction from the electric debt service, either in the beach district or general fund. She also noted a desire to see healthier reserves in both areas. Discussion ensued. The Commission agreed to capture the 0.0173 reduction from the electric debt service in the general fund for a total of 2.8259 mills, and keep the overall millage rate the same at 3.9952.

MOTION: *Field/Warner moved to adopt a tentative millage rate for the General Fund of 2.8259 mills.*

ACTION: *Motion passed 5-0.*

MOTION: *Field/Scott moved to approve the Beach Protection District Budget of .9593 mills as presented.*

ACTION: *Motion passed 5-0.*

MOTION: *Field/Taddeo moved to approve the Electric Underground Debt Service Budget of .2100 mills as presented.*

ACTION: *Motion passed 5-0.*

MOTION: *Warner/Taddeo moved to approve September 16, 2025 at 5:01 PM as the date and time for the first Budget Hearing.*

ACTION: *Motion passed 5-0.*

Public Comment:

None

a. Raftelis, Inc. - SMRU Rate Study

This item was discussed during yesterday's SMRU Board meeting and the Town Commission agreed to address the matter during today's meeting.

Director Trent introduced the topic and provided background information as well as general scope of work. A spending authorization is necessary to move forward.

Public Comment:

None

MOTION: *Scott/Field moved to approve the spending authorization as presented.*

ACTION: *Motion passed 5-0.*

ADDITIONAL COMMISSION MATTERS

13. Ordinance No. 408 Section Discussion - Initial Measuring Point (IMP) and Fill

Director Harding explained that when Ordinance 401 was adopted, the Alternate Development Standards were merged with the LDRs. At that time, staff recommended which standards should require further approval through a hardship variance, rather than an administrative variance. "Fill" and the "Initial Measuring Point" (IMP) were among those identified. Director Harding added that if the Department of Environmental Protection (DEP) requires a higher elevation for coastal construction, the Town may need to approve it to meet that standard, as it would satisfy the criteria for a more restrictive variance.

Mayor Townsend expressed a preference toward keeping IMP and Fill as hardship variances and increasing the allowable fill amount to 4 feet from 3 feet.

Vice Mayor Scott opined that when a parcel is purchased on a barrier island, you do so at your own peril, not to create something other than what it is. Discussion ensued.

The Town Commission agreed to keep the IMP and Fill as a hardship variance.

MOTION: *Taddeo/Scott moved to keep Initial Measuring Point and Fill as hardship variances.*

ACTION: *Motion passed 5-0.*

The Town Commission agreed to increase the fill threshold to 4 feet from 3 feet.

MOTION: *Field/Taddeo moved to increase the fill threshold from 3 feet to 4 feet.*

ACTION: *Motion passed 4-1; Vice Mayor Scott dissented.*

Director Harding suggested that all three nonconformities, outlined in Article III, should require variances. She proposed that the Town Commission hold a discussion on all three items at the September meeting.

14. Devonshire Lane*

Director Duchock explained the topic, noticing that Devonshire Lane is a Town road. He stated that it services two abutting properties with no through traffic or public use; is less than 10' wide paved surface; Right of Way (ROW) width is 25'; is approximately 578' in length from Gomez Road ROW to the Intracoastal Waterway; and has an aging seawall. The seawall is beginning to fail and would cost approximately \$30,000 to repair. Staff requests direction to repair the road and seawall or abandon.

Vice Mayor Scott asked about the risk and liability to the Town. She expressed approval of abandoning. Director Duchock stated both neighbors would be amenable to accepting the abandoned road and maintenance thereof.

Town Manager Garlo explained that staff would need to bring a resolution announcing the abandonment followed by two readings of an ordinance

MOTION: *Taddeo/Scott moved to approve the abandonment of Devonshire Lane as discussed.*

ACTION: *Motion Passed 4-1; Commissioner Warner dissented.*

MOTION: *Field/Taddeo moved to bring a resolution regarding the Town's intention to abandon Devonshire Lane.*

ACTION: *Motion passed 5-0.*

15. Remote Participation and Town Coffee Audio Only

Town Manager Garlo explained the issue and why remote participation is not practical, citing a 45-second delay between the live stream and viewer.

Commissioner Field stated that real-time access is a standard and is available. Mayor Townsend noted that few residents have expressed interest in remote participation and highlighted that the current system is a significant improvement, offering access to agendas and materials in advance.

Commissioners requested staff explore options for improving immediacy in remote participation while preserving meeting decorum.

Mayor Townsend noted Town Coffee meetings offer remote participation and shared a preference for audio-only. Discussion followed regarding holding Town Coffee meetings during season, with September and October meetings to remain scheduled.

STANDING REPORTS

16. Town Manager's Report

a. Post-Legislative Session Summary, Part 2: Policy Bills Enacted into Law - Kelly Layman

Kelly Layman, the Town's Legislative and External Relations Consultant, referred to an 11-page Memorandum as well as 5 related attachments in the agenda backup materials. She highlighted a few bills from the list. Town Manager Garlo pointed out Senate Bill 462 specifies that a local government may adopt an ordinance regulating the use of "e-bikes" which public Safety had previously expressed concerns about on the island. The Commission expressed interest in the Town Manager bringing forward such an ordinance.

b. Senate Bill 180: "Emergency Preparedness and Response" - Kelly Layman

Ms. Layman referred to an attachment that provided the Town with a side-by-side of the extensive changes to Comprehensive Planning, Land Development Regulations, and Emergency Management and Preparedness. She emphasized that the SB 180 reference document is a reference document, not a legal interpretation as to changes the Town should or must undertake.

Ms. Layman noted that the Town Manager's email to the Governor's budget staff was well received.

c. Village of Indiantown, Special Referendum/Election on August 12, re: property tax exemptions - Kelly Layman

Ms. Layman referred to the printed sample ballot showing that the Village is proposing a referendum to provide property tax breaks to new and expanding businesses, as information only.

d. Lethal Yellowing/Lethal Bronzing

Town Manager Garlo explained that the Town has been inoculating trees for over 50 years, on private property. He referred to Ordinance 118 which is still active and recommended rescinding the existing ordinance and bring back a new ordinance. This topic will be further discussed in September.

e. Other Items*

Mayor Townsend suggested the possibility of mandating an age limit and identification for e-bike riders. Commissioner Warner suggested an age limit of 18 and Mayor Townsend suggested not younger than 16.

Captain Scolly suggested researching neighboring municipalities to understand their approaches and stated he would return with a recommendation in September.

17. Town Attorney Report

a. Litigation Update*

Town Attorney Baird stated he had asked the Town Manager to identify all ordinances since August 2024 that may be affected by SB 180. Mitigation may be needed.

Town Attorney Baird requested a closed-door session regarding the Slan matter if needed.

b. Other Items*

18. Building Department Report

Director Harding provided a review of the Building Department report. She reviewed the Code Enforcement report and stated that staff is interviewing candidates for the vacant code enforcement position.

Town Manager Garlo added that Public Safety has been asked to assist in this area at this time.

19. Public Safety Department Report

Captain Scolly reviewed the Public Safety Activity Report noting a couple of recent Baker Acts. He mentioned additional activity including warrant arrests, DUI, underage possession of controlled substances, traffic stops and crash reports.

OTHER ITEMS

20. Meeting Dates

August 19, 2025 – Town Coffee with Commissioner Warner – 9am - If Required

August 19, 2025 – Beach District Meeting – 10am - If Required

August 20, 2025- Town Commission Meeting – 9am - If Required

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

Mayor Townsend asked about the August meeting. Town Manager Garlo suggested removing the date and schedule all items for September. The Town Commission agreed.

21. Other Items*

There were no other items for discussion.

Mayor Townsend adjourned the meeting at 2:54 PM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

TOWN OF JUPITER ISLAND

TO : Mayor and Commissioners
FROM : Danielle Losquadro, Senior Accountant 
RE : Fixed Asset Disposals
DATE : 8/28/25

In accordance with the Town of Jupiter Island's Accounting Policy and Procedure Manual and Florida Statute 274.07, authority for the disposal of property shall be recorded in the minutes of the governmental unit.

Attached is a listing of items that have been identified as obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function or lost/stolen or unidentifiable. Upon receiving authority for disposal, these assets will be disposed of in accordance with established Town policies and procedures. Disposals will be recorded in the Fixed Assets Module.

Approved methods of disposal include public auction, donation, or scrapping, as appropriate.

September 16, 2025

ASSET INFORMATION

**MINUTES
TOWN OF JUPITER ISLAND
IMPACT REVIEW COMMITTEE MEETING
THURSDAY, MAY 1, 2025**

TIME: Thursday, May 1, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Chair Bonnie Schiralli, Vice Chair Judy Holden, Members Valerie McNeely, Jennifer Madden and Eleanor Seaman, and Alternate Member Maria Bayazid. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, and Town Attorney Thomas Baird.

CALL TO ORDER AND COMMENTS*

Chair Schiralli called the meeting to order at 9:01AM and read the purpose of the Impact Review Committee. She established a quorum, and noted that all regular members would be voting today.

AGENDA

Town Clerk Kogos swore in potential speakers including: Attorney Jared Gaylord of Marc R. Gaylord P.A; Richard Rutledge, Innocenti & Webel; Chuck Yanette of Parker Yanette Design Group; Mitchell Miller of Village Architects AIA, Inc and Building Director Catherine Harding.

1. Approval of Minutes of the April 3, 2025 Impact Review Committee Meeting

A typo was pointed out where Vice Chair Holden was referred to as Director Holden. The error has been corrected.

MOTION: *Member Seaman/Vice Chair Holden moved to approve the minutes of the April 3, 2025 Impact Review Committee meeting as edited.*

ACTION: *Motion Passed 5-0*

Public Comment:

There was no public comment.

2. 103 North Beach Road, E-12 Residential District

Ex-Parte Communication:

- Chair Schiralli stated she visited the property with Director Harding, read all materials, and had no ex-parte communication.
- Vice Chair Holden stated she visited the property, read all materials, and had no ex-parte communication.
- Member Seaman stated she had driven by the property, read all materials, spoken with Director Harding, and had no ex-parte communication.
- Member McNeely stated she visited the property, read all materials, and had no ex-parte communication.
- Member Madden stated she visited the property with Director Harding, read all materials, and had

no ex-parte communication.

- Alternate Member Byazid stated she visited the property, read all materials, spoke with Director Harding, and had no ex-parte communication.

Director Harding introduced the application and provided background information. She noted that the applicant had addressed the criteria.

Attorney Jared Gaylord, representing AGTC JI Properties, LLC (Ed Curran owner) provided a presentation beginning with aerial views of the property which has been demolished, and site buffers are in place, including an 8' construction fence. He displayed the property survey highlighting the area in question. Attorney Gaylord showed the site and floor plans and explained a medical condition that justifies the addition of the elevator. He displayed the elevations showing the addition, followed by the site data and current site photographs of the property. A beach access point was discussed and noted construction is not impeding access to the beach.

Vice Chair Holden asked about the side setbacks that are tight. Attorney Gaylord explained the setback criteria and noted that the property will be inspected multiple times during the construction and prior to the certificate of occupancy.

Member McNeely asked about protection of the elevator since it is exterior. Attorney Gaylord explained it is enclosed.

Public Comment:

There was no public comment.

MOTION: Vice Chair Holden/ Member McNeely moved to approve the application as presented.

ACTION: Motion Passed 5-0.

3. 143 Gomez Road, D-25 Island Core Residential District

Ex-Parte Communication:

- Chair Schiralli stated she visited the property with Director Harding, read all materials, and had no ex-parte communication.
- Vice Chair Holden stated that she visited the property, read all materials, and had no ex-parte communication.
- Member Seaman stated that she visited the property, spoke with Director Harding, read all materials, and had no ex-parte communication.
- Member McNeely stated she visited the property, read all materials, and had no ex-parte communication.
- Member Madden stated she visited the property with Director Harding, read all materials, and had no ex-parte communication.
- Alternate Member Bayazid stated she visited the property, read all materials, spoke with Director Harding, and had no ex-parte communication.

Director Harding introduced the application and provided background information. She addressed a

drainage pipe that is on the site, explaining security measures.

Attorney Jared Gaylord, representing the Wilson family, introduced the project team and provided aerial photographs of the property as well as the survey. He explained the proposed project and provided current site photographs of the structure and property. He displayed the demolition and vegetation removal plans. He added that an 8' construction fence will be added along the perimeter of the property.

Mr. Richard Rutledge explained the current drainage system and noted that a new drainage system with exfiltration will be added and brought forward prior to construction. It was confirmed that the pipe leading into the current system will be covered.

Member Seaman asked about the timing of the project. Mr. Rutledge confirmed that the hope is to get the new structure closed in by November.

Public Comment:

There was no public comment.

MOTION: *Member McNeely/ Member Madden moved to approve the application with conditions as presented and discussed.*

ACTION: *Motion Passed 5-0.*

4. Other Items*

a. Next Meeting Date - June 5, 2025*

Director Harding confirmed two applications that should be ready for the June 5, 2025 meeting. The Committee discussed availability for summer meetings. Members agreed to move the July meeting to July 10, 2025.

b. Any Other Items*

There were no other items.

Chair Schiralli adjourned the meeting at 9:34am.

Respectfully Submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
PENSION PLAN COMMITTEE MEETING
THURSDAY, MAY 8, 2025**

TIME: Thursday, May 8, 2025 – 9:00 a.m.
PLACE: Town Hall – Conference Room
PRESENT: Chair J. Geddes (Ged) Parsons (remotely), Member Craig Donaldson, Finance Director Matthew Pazanski, Assistant Town Manager/Beach Protection District Director John Duchock, Town Manager Robert Garlo, and Town Clerk Kimberly Kogos. Also in attendance were P. J. Gardner and Jimmy Robbins of AGW Capital Advisors.

Chair/Committee Member Parsons called the meeting to order at 9:01 a.m.

1. APPROVAL OF MINUTES OF THE FEBRUARY 6, 2024 MEETING

- a. Approval of Minutes of the February 6, 2025 Meeting

MOTION: *Duchock/Garlo moved to approve the Minutes of the February 6, 2025 meeting as presented.*

ACTION: *Motion passed 5-0.*

- b. Approval of Minutes of the April 7, 2025, Special Pension Board Meeting

MOTION: *Duchock/Garlo moved to approve the Minutes of the April 7, 2025 meeting as presented.*

ACTION: *Motion passed 5-0.*

2. AGW CAPITAL ADVISORS, INC. – PERFORMANCE REVIEW AND CAPITAL MARKETS UPDATE

Mr. P. J. Gardner noted that the rebalance approved on April 7, 2025 during the Special Pension Committee meeting was great timing, and thanked the committee members for their flexibility to meet with short notice.

Mr. Gardner reviewed the Capital Market indices during the first quarter. He continued by providing an overview of the portfolio, noting an upward trend ahead of the benchmark. He explained that the portfolio is solid and performing as expected, especially following the April 7th rebalance. He briefly reviewed the performance of the various managers.

Mr. Gardner explained the recommendations and provided supporting detail beginning with a historical timeline compared to the current conditions. He reviewed the capital market assumptions regarding

risk and returns comparisons, noting that the portfolio is slightly ahead, although conservative. He reviewed best and worst case scenarios of drawdown.

Mr. Gardner provided information regarding River Road Asset Management and explained reasons for favoring the River Road SMID Value Fund (ARIMX). Discussion ensued regarding Royce. Mr. Gardner summarized AGW's rebalancing recommendations.

Mr. Gardner led discussion regarding the market overview. He explained federal finances noting that tariffs and DOGE is about finding funds, although it will not reduce the deficit. He added to keep an eye on the bond market. He reviewed the international returns and valuations, noting that the job market is still solid. He explained that the S&P 500 valuation markets are still overvalued despite the pullback. Mr. Gardner highlighted growing opportunities in fixed income. He summarized by stating that market volatility has returned and interest rates continue to normalize while U.S. equities, especially growth stocks, have had an exceptional run. He noted a return to fundamentals where discipline and differentiation matter.

MOTION: Pazanski/Garlo moved to approve the rebalancing recommendations to replace Royce with River Road as presented by Mr. Gardner.

ACTION: Motion passed 5-0.

3. OTHER ITEMS

No other items were brought under consideration following the discussions.

4. NEXT MEETING

The Committee agreed on tentatively scheduling the next meeting for Thursday, August 7 at 9 am.

5. ADJOURNMENT

The meeting was adjourned at 10:06 a.m.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND AND JOINT MEETINGS OF
THE TOWN 401A DEFINED CONTRIBUTION PLAN (DC) COMMITTEE
AND THE SOUTH MARTIN REGIONAL UTILITY (SMRU) 401A DEFINED
CONTRIBUTION PLAN (DC) COMMITTEE**

THURSDAY, MAY 8, 2025

TIME: Thursday, May 8, 2025 – 10:30 a.m.

PLACE: Town Hall – Conference Room

PRESENT: Assistant Town Manager/Beach Protection District Director John Duchock, Member/Finance Director Matthew Pazanski, Member/Public Services Director Stuart Trent, Member/Control Systems Specialist Dustin Lindholm, Member/IT Director Bill Sutton, and Assistant Town Clerk Trenton Warren. Also present were Mr. P. J. Gardner and Mr. Jimmy Robbins of AGW Capital Advisors.

ABSENT: Town Manager/Committee Member Robert Garlo,

The meeting was called to order at 10:27 a.m.

1. APPROVAL OF MINUTES OF THE FEBRUARY 6, 2025 MEETING

Director/Chair Duchock asked for comments regarding the minutes of the February 6, 2025 meeting.

MOTION: *Pazanski/Lindholm moved to approve the minutes of the February 6, 2025 meeting as presented.*

ACTION: *Motion passed 5-0.*

3. AGW CAPITAL ADVISORS – PERFORMANCE REVIEW AND CAPITAL MARKETS UPDATE

Mr. P. J. Gardner and Mr. Jimmy Robbins provided a market update for the current quarter, highlighting the Capital Markets and Model Portfolio Performance sections of the report. Mr. Gardner discussed the Scorecard and progress of each active asset followed by a review of the Total Cost and Return Analysis.

Mr. Jimmy Robbins discussed Small Cap growth with the Committee. He provided recommendations for replacing Clear Ridge with Harbor. Discussion ensued regarding the recommended modifications.

MOTION: *Pazanski/ Lindholm moved to make a fund replacement from Small Cap Clear Ridge to Small Cap Harbor.*

ACTION: *Motion passed 5-0.*

Member Pazanski excused himself at this time and Member Trent jointed the meeting.

Mr. P.J. Gardner reviewed current U.S. Market trends as well as the status and current effects of Trade Wars in progress. He explained current Federal Budget concerns and balancing deficits. Mr. Gardner highlighted current International Market trends and explained passive vs. active trading.

4. WITHDRAWAL REQUESTS

No withdrawal requests were taken into consideration.

5. OTHER ITEMS

Director Trent inquired if Mr. Gardner is still doing 1 on 1 appointments today. Mr. Gardner confirmed the appointment schedule.

6. NEXT MEETING

The Committee agreed on tentatively scheduling the next meeting for Thursday, August 7 at 10:30 am.

7. ADJOURNMENT

The meeting was adjourned at 11:17 a.m.

Respectfully submitted,

Trenton Warren, Assistant Town Clerk

Jupiter Island Density Study

Prepared by Kimley-Horn

Contents

Introduction 1

Summary of Findings 2

Analysis of Town Parcels..... 4

 Land Use Categories 4

 Barriers to Development 6

Current and Maximum Build-Out Scenarios 8

Build-out Conditions by Zoning District 10

Necessary Services to Support Development 17

Comprehensive Plan Recommendations 20

Senate Bill (SB) 180 Implications..... 20

Appendix A: Density Study Map Series..... 0

Appendix B: Density Study Matrix..... 0

Introduction

As part of the Town of Jupiter Island's ongoing review of its Comprehensive Plan, residents and officials raised concerns about how future residential growth might affect the community. Protecting the Town's unique character and ensuring that public services continue to meet residents' expectations were identified as key priorities.

To address these concerns, the Town commissioned the Jupiter Island Density Study. The study's main goal is to provide a detailed picture of current development across the island and to evaluate how much additional residential growth is possible under existing land use and zoning regulations. It also examines how this potential growth could impact public infrastructure and services.

Specifically, the study:

- Assesses the current development status of each parcel in the Town.
- Identifies the maximum residential density allowed for each parcel.
- Evaluates what the Town would look like if all parcels were developed to their full potential ("built-out" conditions).
- Compares these built-out conditions to existing public facilities to understand possible impacts on service levels.
- Reviews parcels with unused development potential to explore what types of residential development could occur.

To support this analysis, the study includes a matrix and a series of maps that show:

- Current development on a parcel-by-parcel basis.
- Permitted development potential for each parcel.
- Existing and future land use designations and zoning districts.
- Vacant parcels and those that may be developed in the future.
- Physical or regulatory barriers to development.

This study is designed to supplement the Town's Comprehensive Plan by providing updated data and analysis. It will help guide future decisions and policy updates over the next 10 to 20 years. Please note that the findings are based on property data from the Martin County Property Appraiser, as of January 2025, and reflect the most accurate information available at the time of the study.

Summary of Findings

The Town of Jupiter Island commissioned this study to assess current residential development and evaluate future growth potential under existing zoning and land use regulations. The study supports long-term planning and updates to the Town's Comprehensive Plan.

Town Snapshot:

- Total land area: ~1,621.68 acres
- Total parcels: 702
- Vacant or underdeveloped parcels: 187

Current Residential Development Status:

- Residential land area: ~926.16 acres
- Residential parcels by future land use: 630
- Residential parcels by zoning district: 585
- Residential dwelling units developed: 509
- Residential density: 0.97 dwelling units per acre

Residential Build-Out Potential

After excluding parcels with development barriers (e.g., conservation lands, unsuitable soils, flood zones), the study identified:

- Residential parcels meeting minimum zoning requirements for subdivision: 140
- **Potential additional dwelling units: 213 units (approx. 41.85% increase)**
- Total potential dwelling units: 725

Table 1 breaks down this information for each individual zoning district within the Town. The following sections of this study will dive deeper into the makeup of each residential zoning district.

TABLE 1: Build-Out Conditions by Residential Zoning District

Zoning Districts	Number of Currently Platted Parcels	Parcels Meeting Min Zoning Regs for Future Development	Total Dwelling Units Currently Developed	Total Additional Dwelling Units Upon Further Subdivision
A-80	100	24	85	43
B-40	241	68	211	105
C-35	14	4	11	4
D-25	97	12	89	19
E-12	61	18	45	21
F-15	63	14	60	21
G-35	9	0	8	0
Total	585	140	509	213
<i>Source: Martin County Property Appraiser, accessed May 2025</i>				

Barriers to Development

This build-out scenario assumes only subdivisions that comply with zoning standards. Development on residential parcels can also be constrained by:

- Federally owned lands (e.g., wildlife refuge)
- Privately held conservation lands
- Hydric soils and flood-prone areas
- Environmental regulations protecting mangroves and marine habitats
- Town ordinances, including waterfront setback rules

These limitations significantly reduce the Town's actual developable land.

Infrastructure Impacts

- Transportation: Even at full build-out, traffic volumes remain within acceptable limits (LOS C).
- Emergency Services: No adverse impact projected; staffing levels can scale with population.
- Sanitary Sewer: Most parcels rely on septic systems. Expansion may affect water quality in sensitive ecosystems.
- Potable Water: Full build-out could increase demand by ~61.7%, potentially exceeding current service capacity.
- Solid Waste: Projected waste generation would more than double, possibly straining disposal services.

Policy Recommendations

- Integrate zoning district density into the Future Land Use Element.
- Reevaluate bulk standards and density limits to address nonconformities.
- Promote water conservation and alternative sourcing.
- Prioritize septic-to-sewer conversions near sensitive habitats.

Legislative Considerations

Senate Bill 180 restricts local governments from enacting more restrictive or burdensome development regulations for one year following a hurricane. This may affect future amendments to the Town's Comprehensive Plan and zoning code.

Analysis of Town Parcels¹

LAND USE CATEGORIES

This section examines the parcels within the Town of Jupiter Island based on their Future Land Use and zoning designations. Of the four Future Land Use categories established by the Town—Residential, Conservation/Preservation, Public Lands, and Recreational Club—only the Residential designation allows for housing development. Since residential density is not explicitly defined in the Comprehensive Plan, zoning regulations from the Town's Land Development Code are used to determine allowable densities across ten zoning districts. This analysis focuses on identifying parcels with potential for residential development based on these designations and regulations.

The Town of Jupiter Island Residential Future Land Use Map establishes four Future Land Use designations:

- Residential;
- Conservation/ Preservation;
- Public Lands District; and
- Recreational Club.

Of the four, only the Residential Future Land Use designation permits residential density. Residential density is not defined in the Town Comprehensive Plan as of the date of this study. The language of Future Land Use Element Policy 01.01.03.01 indicates that the densities and intensities of the Future Land Use designations should follow the regulations established in the Town Zoning Code (part of the Land Development Regulations).

01.01.03.01 POLICY: *Consistent land development regulations should be adopted for the purpose of plan implementation. At a minimum, such land development regulations should regulate the following:*

1. *Zoning of properties in accordance with the land use designations as delineated on the Future Land Use Map, and zoning text in accordance with the Land Use Plan explanatory text, including establishment of densities and intensities of use for each land use category.*

The Town of Jupiter Island Land Development Regulations establishes ten zoning districts:

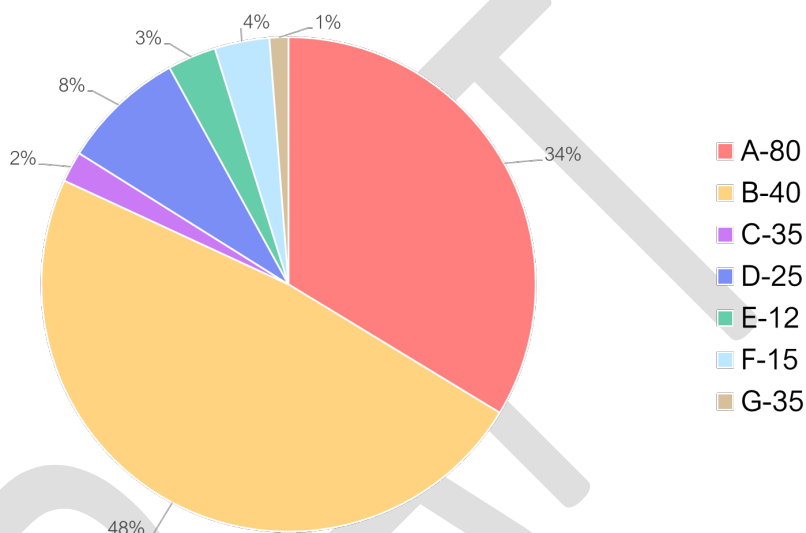
- 2-Acre Estate Residential (A-80);
- 1-Acre Estate Residential (B-40);
- Central Riverfront Residential (C-35);
- Island Core Residential (D-25);
- Island Core Residential (E-12);
- South Island Residential (G-35);
- Conservation/ Preservation District (CPD);

¹ Other parcels that are labeled vacant or otherwise undeveloped may be in development at the time of this analysis. The supporting data is supplied by the most up-to-date publicly available data from Martin County Property Appraiser. Acreage and density calculations include a margin of error due to differences in survey methods and the rounding of significant digits.

- Public Lands District (PLD); and
- Recreational Club District (RCD²).

The A-80 zoning district allows for the lowest maximum density, at 1 dwelling unit per 2 acres. The B-40 zoning district is the largest zoning district in the Town by land area and allows for 1 dwelling unit per acre. The E-12 zoning district allows for the greatest density, at 1 dwelling unit per 12,500 square foot parcel, or 1 dwelling unit per 0.29 acres.

Figure 1: Town Zoning Districts by Acreage



² The RCD allows and currently has lodging and dormitories for Club employees. These dwelling units are not calculated in the density study.

BARRIERS TO DEVELOPMENT

While there is land available within the Town, several key factors limit its potential for residential development. These barriers include land use restrictions, ownership and conservation status, natural environmental conditions, coastal risks, and regulatory ordinances. Each of these elements plays a significant role in determining whether a parcel can be developed, and together they shape the Town's long-term planning and growth strategy.

Land Use

Residential use is only permitted in the Residential future land use map designation. Residential use is not permitted in the Conservation/Preservation, Public Lands, or Recreational Club designations (other than the Club employee dormitories permitted in RCD). All lands within these designations would require going through a future land use map amendment, and/or a rezoning to a residential zoning district to develop a residential use.

It should be noted that there are six (6) existing dwelling units developed on parcels designated with non-residential future land use. These uses are considered existing non-conforming uses and cannot be expanded.

Publicly and Privately Owned Conservation Parcels

A significant portion of the lands in the Town are federally owned as part of the Nathiel P. Reed National Wildlife Refuge or are otherwise held in conservation (such as the Blowing Rocks Preserve). It is highly unlikely that these parcels will ever be subdivided or developed, and as such have been excluded from this study.

Some privately-owned parcels with Conservation future land use may experience development within the Town the next 20-years. Proposed developments must undergo a Future Land Use Map amendment and re-zoning before any development order is granted.

Natural Features

The soil conditions in some of the undeveloped portions of the Town north of Bridge Road are unsuitable for any form of development without some type of excavation and/or fill activities. Along the conservation-designated lands adjacent to the Indian River Lagoon, extensive tidal and marine vegetative habitats rest on Bessie muck, Wulfert muck, and Durbin muck. These hydric soil types are very deep, poorly drained, and organic soils that allow only for very slow percolation of water. Developments in these lands could see extensive regular flooding, and may require the foundation to be raised on pilings.

In addition to unsuitable soil conditions, extensive aquatic vegetation, mangrove, and marine habitats lie along the northern portion of the Town. To legally develop these lands, permitting through federal, state, and other outside agencies may be necessary in order to clear the mangrove habitat and fill the marine wetlands. It is unlikely that state and federal permitting agencies would consent to extending development that encroaches on federally owned conservation lands. Additionally, the adverse impacts of such developments would further impact the Town as this critical habitat is vital to the health of the Indian River Lagoon.

Few natural features pose barriers to development along the undeveloped portions of the Town south of Bridge Road. Most of these parcels are adjacent to developed lands or are otherwise currently disturbed by development.

Coastal Conditions

Many of the properties near the Atlantic Ocean and Indian River Lagoon are in FEMA's highest-risk flood zones (VE, AE, and AO), known as Special Flood Hazard Areas. Building on these properties requires following strict regulations to protect against flooding.

The Town's Coastal High Hazard Area Map, last updated in 2017, shows that much of the land north of Bridge Road and areas along the lagoon and ocean are at risk from Category 1 storm surges. If any development happens in the northern part of the Town—especially in areas zoned for Conservation Preservation—it would likely be in or near flood-prone zones. Dividing these properties further could push homes closer to the coast, increasing the risk of flood damage.

However, most residential lots that can be developed are outside of these high-risk zones, so they are less likely to increase the Town's overall flood risk.

Waterfront Setback Ordinance

The Town of Jupiter Island adopted Ordinance No. 406, which amended the Town Land Development Regulations to modify the setback line along Town waterfronts. As currently established, no development may occur waterward of the waterfront setback line. The setback line is depicted in Appendix A: Town of Jupiter Island Density Study Map.

Current and Maximum Build-Out Scenarios

The build-out scenario will examine the maximum residential density as it relates to the zoning district regulations for each parcel. Subdivision of the subject parcels has only been considered if the parcel exceeds the minimum lot acreage for each zoning district and that a variance for other zoning regulations would not be required.

The scenario excludes federally owned parcels, as the Town may not extend jurisdiction over these parcels in most cases. Additionally, Right-Of-Way parcels have been excluded from the study, as these parcels are designated for roadways, streets, and stormwater drainage corridors which cannot be developed.

Once parcels within non-residential zoning districts and parcels unsuitable for residential development due to stated barriers are eliminated, **a total of 585 parcels remains**, with an approximate area of 926 acres. When applying zoning district regulations for minimum lot frontage, width, depth and required setbacks, **only 281 parcels are suitable for development**, totaling approximately 537 acres. These parcels fall within seven (7) different residential zoning districts, each with its own regulations about how densely they can be developed.

Figure 2: Total Developable Parcels by Town Zoning Districts

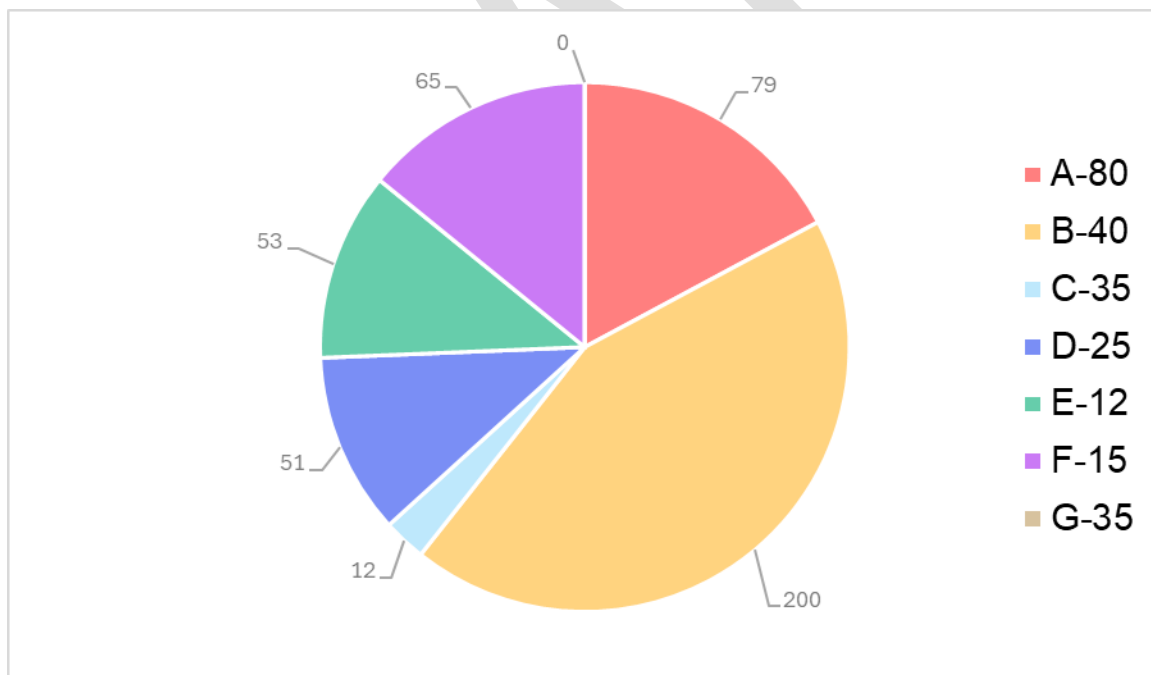
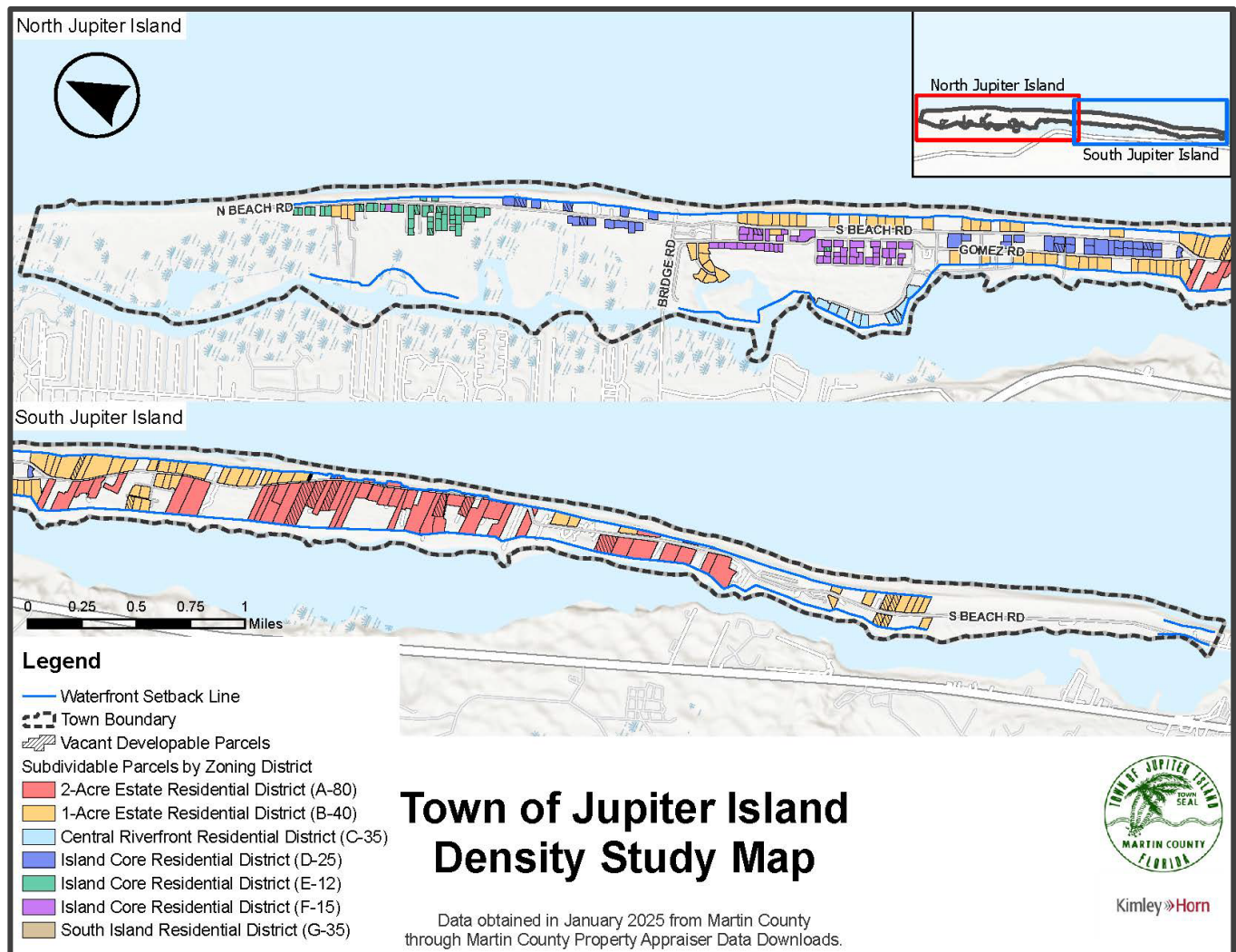


Figure 3: Town of Jupiter Island Developable Parcels



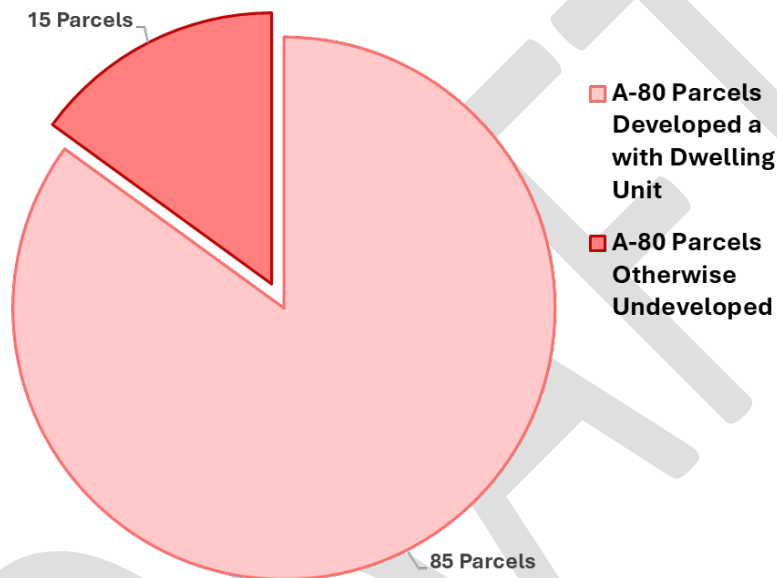
Build-out Conditions by Zoning District

2-Acre Estate Residential (A-80)

The A-80 zoning district permits a maximum residential density of 1 dwelling unit per 2-acre parcel (0.5 dwelling units per acre).

A total of 100 parcels are within the A-80 zoning district, with an approximate area of 314 acres. Of the 100 parcels, 85 are currently developed with a principal residential dwelling unit at an average density of 0.37 dwelling units per acre.

Figure 4: A-80 Zoning District by Developed Parcels

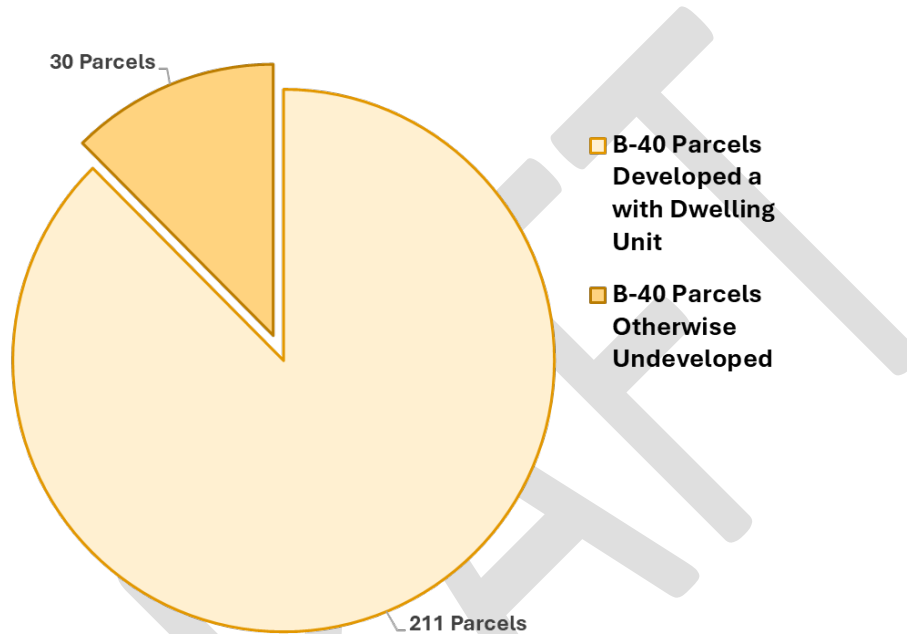


Assuming that only parcels in the A-80 zoning district with enough extra land to be subdivided while still meeting the minimum 2-acre lot size are developed, then the district could support up to 128 total dwelling units. **This includes 43 new units beyond what currently exists.** These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged. This would result in a 33.6% increase in the number of principal dwelling units within the A-80 district.

The B-40 zoning district permits a maximum residential density of 1 dwelling unit per 1-acre parcel (1 dwelling unit per acre).

A total of 241 parcels are within the B-40 zoning district, with an approximate area of 444 acres. Of the 241 parcels, 211 are currently developed with a principal residential dwelling unit at an average density of 0.57 dwelling units per acre.

Figure 5: B-40 Zoning District by Developed Parcels



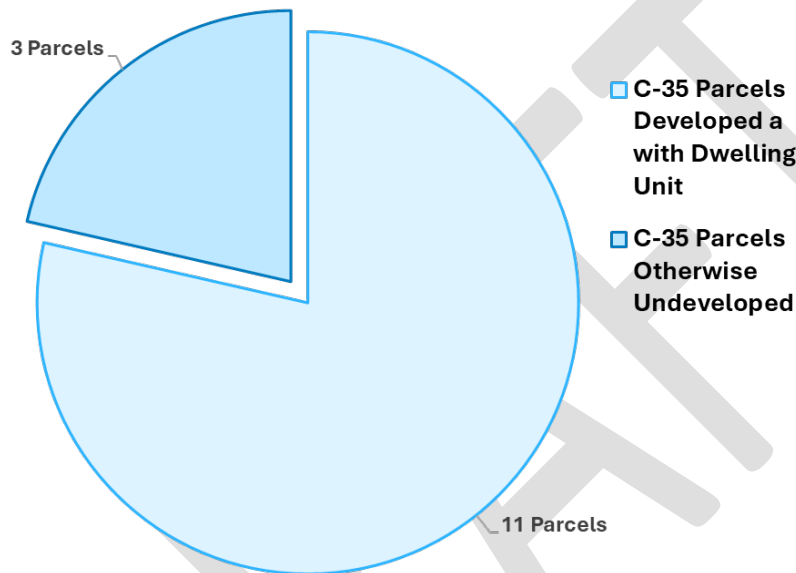
Assuming that only parcels in the B-40 zoning district with enough extra land to be subdivided while still meeting the minimum 1-acre lot size are developed, then the district could support up to 316 total dwelling units. **This includes 105 new units beyond what currently exists.** These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged. This would result in a 49.8% increase in the number of principal dwelling units within the B-40 district.

Central Riverfront Residential (C-35)

The C-35 zoning district permits a maximum residential density of 1 dwelling unit per 35,000 square foot (0.803 acre) parcel, approximately 1.25 dwelling units per acre.

A total of 14 parcels are within the C-35 zoning district, with an approximate area of 18 acres. Of the 14 parcels, 11 are currently developed with a principal residential dwelling unit at an average density of 0.57 dwelling units per acre.

Figure 6: C-35 Zoning District by Developed Parcels



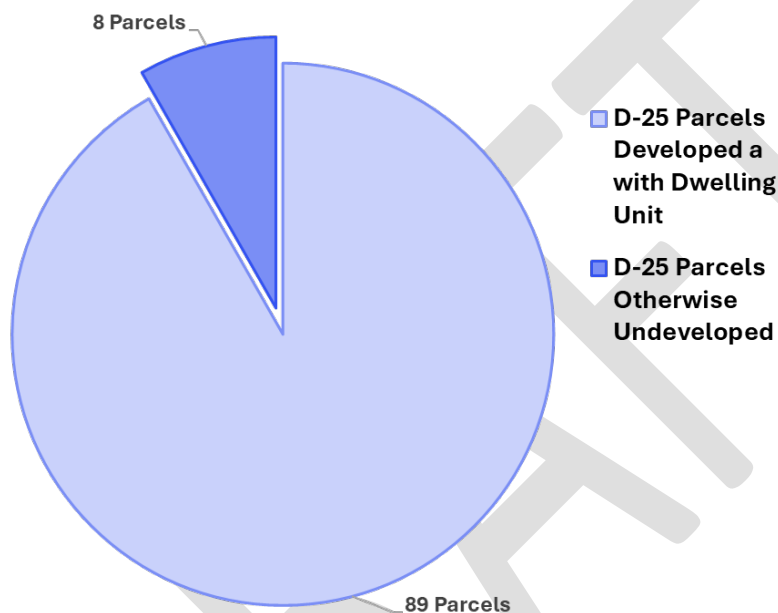
Assuming that only parcels in the C-35 zoning district with enough extra land to be subdivided while still meeting the minimum 35,000 square foot lot size are developed, then the district could support up to 15 total dwelling units. **This includes 4 new units beyond what currently exists.** These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged. This would result in a 36.4% increase in the number of principal dwelling units within the B-40 district.

Island Core Residential (D-25)

The D-25 zoning district permits a maximum residential density of 1 dwelling unit per 25,000 square foot (0.574 acre) parcel, approximately 1.74 dwelling units per acre.

A total of 97 parcels are within the D-25 zoning district, with an approximate area of 74 acres. Of the 97 parcels, 89 are currently developed with a principal residential dwelling unit at an average density of 1.50 dwelling units per acre.

Figure 7: D-25 Zoning District by Developed Parcels

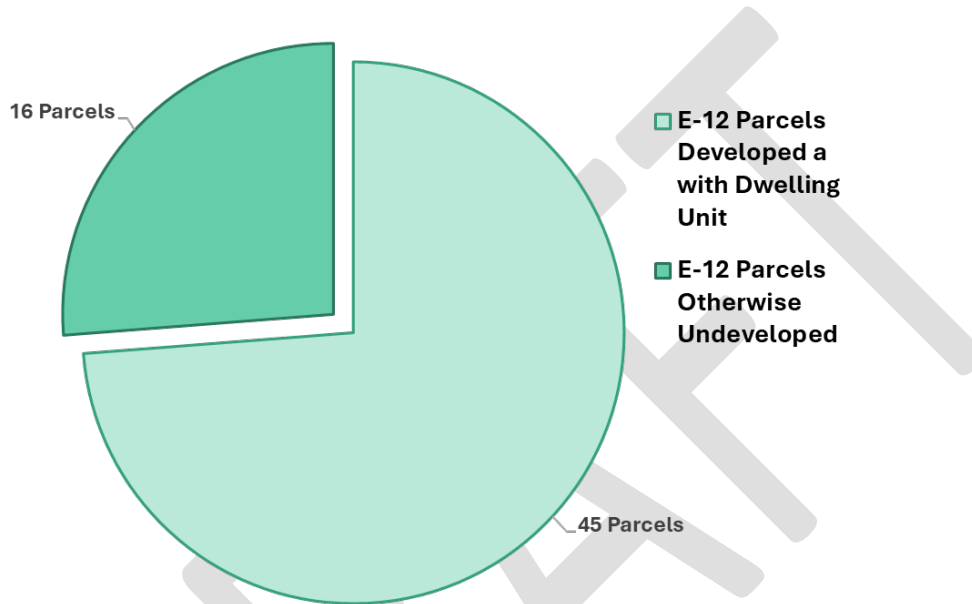


Assuming that only parcels in the D-25 zoning district with enough extra land to be subdivided while still meeting the minimum 25,000 square foot lot size are developed, then the district could support up to 108 total dwelling units. **This includes 19 new units beyond what currently exists.** These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged. This would result in a 21.4% increase in the number of principal dwelling units within the D-25 district.

The E-12 zoning district permits a maximum residential density of 1 dwelling unit per 12,500 square foot (0.287 acre) parcel, approximately 3.48 dwelling units per acre.

A total of 61 parcels are within the E-12 zoning district, with an approximate area of 29 acres. Of the 61 parcels, 45 are currently developed with a principal residential dwelling unit at an average density of 1.60 dwelling units per acre.

Figure 8: E-12 Zoning District by Developed Parcels



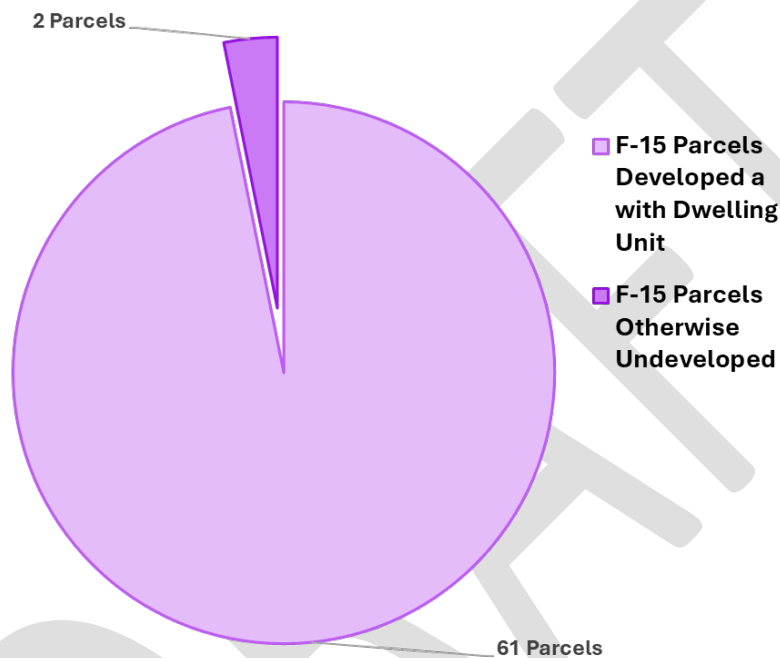
Assuming that only parcels in the E-12 zoning district with enough extra land to be subdivided while still meeting the minimum 12,500 square foot lot size are developed, then the district could support up to 66 total dwelling units. **This includes 21 new units beyond what currently exists.** These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged. This would result in a 46.7% increase in the number of principal dwelling units within the E-12 district.

Island Core Residential (F-15)

The F-15 zoning district permits a maximum residential density of 1 dwelling unit per 15,000 square foot (0.344 acre) parcel, approximately 3.48 dwelling units per acre.

A total of 63 parcels are within the F-15 zoning district, with an approximate area of 33 acres. Of the 63 parcels, 60 are currently developed with a principal residential dwelling unit at an average density of 2.13 dwelling units per acre.

Figure 9: F-15 Zoning District by Developed Parcels



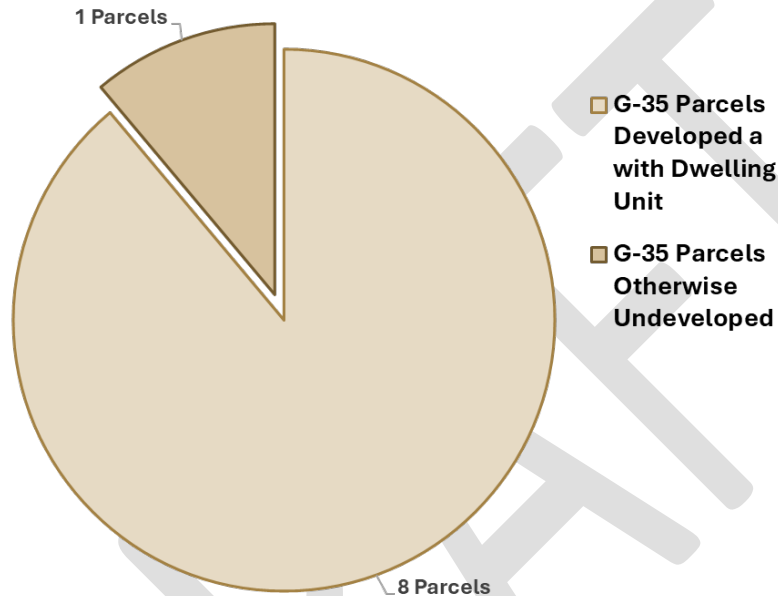
Assuming that only parcels in the F-15 zoning district with enough extra land to be subdivided while still meeting the minimum 15,000 square foot lot size are developed, then the district could support up to 81 total dwelling units. **This includes 21 new units beyond what currently exists.** These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged. This would result in a 35% increase in the number of principal dwelling units within the F-15 district.

South Island Residential (G-35)

The G-35 zoning district permits a maximum residential density of 1 dwelling unit per 1-acre parcel.

A total of 9 parcels are within the G-35 zoning district, with an approximate area of 11 acres. Of the 9 parcels, 8 are currently developed with a principal residential dwelling unit at an average density of 0.76 dwelling units per acre.

Figure 10: G-35 Zoning District by Developed Parcels



Assuming that only parcels in G-35 zoning district with enough extra land to be subdivided while still meeting the minimum 1-acre lot size are developed, then the district could support up to 9 total dwelling units, resulting in 1 more dwelling unit, a 12.5% increase in the principal dwelling units within the G-35 district. These assumptions reflect the most realistic development scenario, assuming all other factors remain unchanged.

As the Town of Jupiter Island considers future development scenarios, it is essential to evaluate the capacity and adequacy of existing public services and infrastructure. This section outlines the current levels of service for transportation, emergency services, sanitary sewer, potable water, and solid waste disposal, and assesses their ability to support the maximum projected development of dwelling units. The analysis draws on recent studies and data sources, including traffic surveys, utility service maps, and population projections, to determine whether additional infrastructure or service upgrades may be necessary to maintain acceptable standards and protect sensitive environmental areas.

Transportation

If the Town were to reach its maximum planned development of 722 homes, and each home generates an average of 9.43 vehicle trips per day, the total daily traffic would be around 6,808 trips. This increase would not negatively impact the Town's roadways, which would continue to operate at Level of Service C—a standard that indicates acceptable traffic flow. The current traffic data already accounts for service workers and visitors to the island.¹⁰

Town of Jupiter Island Existing Traffic Volumes		
Roadway	Segment Length	Average Annual Daily Traffic
Bridge Road	Between Gomez Road and Hobe Sound Bridge	5,800
South Beach Road	Between Bridge Road to Gomez Road	900
	Between Gomez Road and Southern Town Boundary	2,500
Source: FDOT Traffic Study 2024		

Typical Traffic Capacities by Level of Service (Average Annual Daily Traffic)				
Level Of Service/ Class II Arterial	A	B	C	D
2 Lane	*	*	19,600	22,400
4 Lane Divided	*	*	34,300	37,300
6 Lane Divided	*	*	52,900	55,100
Source: FDOT, 2023 Multimodal Quality/Level of Service Handbook Tables.				
*Cannot be achieved using table input value defaults				

Emergency Services

Law enforcement, fire rescue, and emergency medical services are provided by the Town Public Safety Department and in agreement with the Martin County Fire Rescue and the Martin County Sheriff's Office. The currently adopted level of service for all emergency services within the Town is 1 officer or firefighter per 50 residents. At the greatest extent of development, the projected population for the

¹⁰ Institute of Transportation Engineers, Trip Generation Manual, 11th Edition, Volume 3: General Urban/Suburban and Rural

Town is approximately 1,611 residents at 2.23 persons per household¹¹, requiring up to 33 public safety officers to support the future population.

There are no adverse effects on the currently maintained level of service for emergency services are projected based on the Town's current staffing, in addition to the Town's interlocal agreement with Martin County emergency services.

Sanitary Sewer Service

There are two public sanitary sewer systems within the municipal boundaries of the Town. The public systems are located at the Jupiter Island Club, served by the South Martin Regional Utility (SMRU) and the 600 block of South Beach Road, served by Loxahatchee River Environmental Control District. Individual on-site septic tanks serve all residences and other developed properties. These septic tanks vary in size and provide anaerobic treatment of the sewage. Residential septic tanks typically range in capacity from 500 to 1,000 gallons.¹²

Except as stated above, none of the developable parcels are served by SMRU. Only the parcels designated for the G-35 zoning district are within the area served by the Loxahatchee River Environmental Control District. Therefore, any increases in development would be served by Onsite Sewage Treatment and Disposal Systems (commonly referred to as septic systems). **Therefore, no adverse effects on the currently maintained level of service for sanitary sewer are projected.**

The expansion of septic systems may have adverse effects on the Indian River Lagoon water quality, given that the lagoon is currently sees a high rate of nutrient loading from effluent. The Town is between two major state-managed environmentally sensitive areas: the Indian River Lagoon Basin Management Action Plan Area and the Loxahatchee River Environmental Control District. **Major increases in the level of effluent produced by Town septic systems may have adverse effects on these sensitive environments.**

Potable Water

Most of the Town receives its drinking water from the South Martin Regional Utility (SMRU), except for properties in the G-35 zoning district located in the 600 Block of South Beach Road. The parcels receive potable water from the Village of Tequesta.¹³

Although current data on water use per person in the Town isn't available, we can estimate future demand based on past averages. If the Town reaches its maximum development of 722 homes, water demand is expected to increase by about 42%.

¹¹ U.S. Census Bureau Quick Facts, 2024 ACS estimates for Hobe Sound Census Designated Place, Florida.

¹² Town of Jupiter Island Infrastructure Element Supporting Data and Analysis, Potable Water System, accessed May, 2025.

¹³ Town of Jupiter Island Infrastructure Element Supporting Data and Analysis, Potable Water System, accessed May, 2025.

Using the Town's adopted standard for water service is 600 gallons per person per day, including irrigation and assuming 2.23 people per household, the total daily water demand would rise by approximately 284,994 gallons. **The increase in development could put additional pressure on the SMRU water supply and potentially affect service levels.**

Solid Waste Disposal

Martin County owns and operates a 70-acre Solid Waste Transfer and Recycling Facility located west of Palm City. The County receives solid waste and recycles it at the facility and transfers the waste to other receiving sites.¹⁶

The Town's currently adopted solid waste LOS standard is 9 pounds per capita per day.¹⁷ At the greatest extent of development, the per capita demand for solid waste disposal would increase by 4,275 pounds per day, an increase of 42% compared to the currently estimated 10,216 pounds of solid waste per day. **This would constitute a significant increase in the capacity required for solid waste disposal.**

¹⁶ Town of Jupiter Island Infrastructure Element Supporting Data and Analysis, Solid Waste System, accessed May, 2025.

¹⁷ Town of Jupiter Island Comprehensive Plan, Infrastructure Element Policy 04.01.01.01.

Comprehensive Plan Recommendations

Over the course of the density study, several recommendations have arisen regarding the Town Comprehensive Plan. As part of the Evaluation and Appraisal Review process, certain amendments may be included:

- Incorporate maximum density from the Town Zoning Districts into the Residential future land use designation in the Future Land Use Element;
- Consider reexamining parcel bulk standards and maximum density standards to address nonconformities;
- Implement policies that target water conservation and reuse to decrease potable water demand;
- Consider incorporating alternative water sourcing into the Infrastructure Element; and
- Implement policies that look at best practices in regard to septic to sewer conversions throughout the Town, prioritizing those parcels which are adjacent to sensitive habitats.

Senate Bill (SB) 180 Implications

Senate Bill 180 (SB 180), signed into law in July 2025, significantly limits the ability of local governments to regulate development following a hurricane. Under Section 18, for one year after a hurricane makes landfall, any county listed in a federal disaster declaration—and any municipality within 100 miles of the hurricane's track—is prohibited from adopting or proposing any ordinance or resolution that makes development or redevelopment more restrictive or burdensome. This includes changes to comprehensive plans, land development regulations, and procedures for site plan or permit approvals.

Section 28 extends these restrictions retroactively to Aug. 1, 2024 and applies statewide through October 1, 2027, due to federal disaster declarations for Hurricanes Debby, Helene, and Milton. This means that even if a municipality like Jupiter Island was not directly impacted by a storm, it is still subject to these limitations.¹⁹

Exceptions exist only if:

- The amendment is initiated by a private property owner,
- The proposal was submitted before the hurricane made landfall, or
- The change is approved by the state land planning agency.

If a local government violates these provisions, any person may file a lawsuit seeking to overturn the action. Governments must be given 14 days to withdraw or void the ordinance before legal action proceeds, and successful plaintiffs are entitled to attorney's fees.

These restrictions could delay or prevent Jupiter Island from updating its comprehensive plan or land development regulations—especially if those updates aim to limit density, or lot dimension regulations. As a result, the Town may need to carefully evaluate the timing and content of any proposed amendments and coordinate closely with the state land planning agency to ensure compliance.

¹⁹ Chapter 2025-190, Section 18, Laws of Florida.

Appendix A: Density Study Map Series

Appendix B: Density Study Matrix

Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842002124007203	A-80	10.11	1	0.10	1	0	5	4	YES	YES
353842047000000300	A-80	1.21	0	0.00	0	0	0	0	NO	NO
353842002132008802	A-80	0.96	1	1.04	1	0	0	0	NO	NO
353842002139009708	A-80	10.83	1	0.09	1	0	5	4	YES	YES
353842002141009900	A-80	3.89	1	0.26	1	0	1	0	YES	YES
353842047000000200	A-80	1.15	1	0.87	1	0	0	0	NO	NO
353842034000000200	A-80	1.90	1	0.53	1	0	0	0	NO	NO
353842014000000100	A-80	2.20	0	0.00	0	0	1	1	YES	YES
353842001102001509	A-80	2.88	1	0.35	1	0	1	0	YES	YES
353842030000000100	A-80	6.33	1	0.16	1	0	3	2	YES	YES
353842014000000306	A-80	1.99	1	0.50	1	0	0	0	NO	NO
353842001103002301	A-80	6.16	1	0.16	1	0	3	2	YES	YES
353842013000000405	A-80	1.99	0	0.00	0	0	0	0	NO	NO
353842001104002522	A-80	2.04	1	0.49	1	0	1	0	YES	YES
353842001104002531	A-80	2.06	1	0.49	1	0	1	0	YES	YES
353842011000002003	A-80	1.22	1	0.82	1	0	0	0	NO	NO
353842001105002805	A-80	2.74	1	0.37	1	0	0	0	NO	NO
353842001105002814	A-80	2.03	1	0.49	1	0	1	0	YES	YES
353842001105002823	A-80	3.05	1	0.33	1	0	0	0	NO	NO
353842033000000300	A-80	5.43	1	0.18	1	0	0	0	NO	NO
353842002113005100	A-80	2.18	1	0.46	1	0	0	0	NO	NO
353842046000000110	A-80	2.67	1	0.37	1	0	0	0	NO	NO
353842002114005705	A-80	2.87	1	0.35	1	0	1	0	YES	YES
353842002138009504	A-80	4.36	1	0.23	1	0	2	1	YES	YES
353842002115005739	A-80	2.75	1	0.36	1	0	1	0	YES	YES
353842002115005908	A-80	4.48	1	0.22	1	0	2	1	YES	YES
353842002115005917	A-80	2.23	1	0.45	1	0	1	0	YES	YES
353842002116006004	A-80	6.27	1	0.16	1	0	3	2	YES	YES
353842002117006306	A-80	6.88	0	0.00	0	0	3	3	YES	YES
353842002119006507	A-80	3.74	0	0.00	0	0	1	1	YES	YES
353842002119006516	A-80	2.21	1	0.45	1	0	0	0	NO	NO
353842002120006505	A-80	4.05	1	0.25	1	0	2	1	YES	YES
353842002120006603	A-80	4.26	1	0.23	1	0	2	1	YES	YES
353842002121006709	A-80	3.40	1	0.29	1	0	0	0	NO	NO
353842002121006718	A-80	2.03	1	0.49	1	0	0	0	NO	NO
353842002121006727	A-80	3.07	1	0.33	1	0	1	0	YES	YES
353842002122006805	A-80	3.58	1	0.28	1	0	0	0	NO	NO
353842002122006814	A-80	3.32	1	0.30	1	0	1	0	YES	YES
353842002124007007	A-80	3.22	1	0.31	1	0	1	0	YES	YES
353842002124007105	A-80	4.27	1	0.23	1	0	0	0	NO	NO
353842002124007114	A-80	2.06	1	0.49	1	0	1	0	YES	YES
353842002129008103	A-80	8.31	1	0.12	1	0	4	3	YES	YES
353842002130008307	A-80	5.25	1	0.19	1	0	2	1	YES	YES
353842002131008500	A-80	4.36	1	0.23	1	0	2	1	YES	YES
353842012000000111	A-80	2.96	0	0.00	0	0	1	1	YES	YES
353842002132008606	A-80	2.05	1	0.49	1	0	0	0	NO	NO
353842013000000502	A-80	5.36	1	0.19	1	0	0	0	NO	NO
353842025000000200	A-80	3.20	1	0.31	1	0	0	0	NO	NO
353842002133009006	A-80	2.14	1	0.47	1	0	0	0	NO	NO
353842002146010700	A-80	2.86	1	0.35	1	0	0	0	NO	NO
353842002135009476	A-80	2.70	1	0.37	1	0	0	0	NO	NO
353842002136009401	A-80	4.44	0	0.00	0	0	2	2	YES	YES
353842002140009911	A-80	3.64	1	0.27	1	0	0	0	NO	NO
353842002142010004	A-80	5.93	1	0.17	1	0	2	1	YES	YES
353842002144010108	A-80	3.52	1	0.28	1	0	0	0	NO	NO
353842017000000205	A-80	2.15	1	0.47	1	0	0	0	NO	NO
353842015000000207	A-80	2.18	1	0.46	1	0	0	0	NO	NO
353842017000000303	A-80	2.04	1	0.49	1	0	0	0	NO	NO
353842013000000307	A-80	2.15	0	0.00	0	0	0	0	NO	NO
353842012000000200	A-80	2.16	1	0.46	1	0	0	0	NO	NO
353842012000000308	A-80	2.55	1	0.39	1	0	0	0	NO	NO
353842012000000406	A-80	2.62	1	0.38	1	0	1	0	YES	YES
353842013000000101	A-80	4.10	1	0.24	1	0	2	1	YES	YES
353842013000000209	A-80	2.77	1	0.36	1	0	1	0	YES	YES
353842014000000208	A-80	2.29	1	0.44	1	0	1	0	YES	YES
353842014000000404	A-80	2.01	0	0.00	0	0	0	0	NO	NO
353842014000000501	A-80	3.98	1	0.25	1	0	1	0	YES	YES
353842015000000109	A-80	2.62	1	0.38	1	0	1	0	YES	YES

Data obtained in January 2025 from Martin County through
Martin County Property Appraiser Data Downloads.

All listed parcels are designated the Future Land Use of "Residential"

Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842017000000107	A-80	4.04	1	0.25	1	0	2	1	YES	YES
353842002144010117	A-80	1.14	1	0.87	1	0	0	0	NO	NO
353842002136009492	A-80	1.63	1	0.62	1	0	0	0	NO	NO
353842002136009483	A-80	1.87	1	0.53	1	0	0	0	NO	NO
353842025000000100	A-80	2.45	1	0.41	1	0	0	0	NO	NO
353842028000000100	A-80	3.30	1	0.30	1	0	1	0	YES	YES
353842002134009120	A-80	1.07	1	0.93	1	0	0	0	NO	NO
353842002131008430	A-80	1.17	1	0.86	1	0	0	0	NO	NO
353842002131008412	A-80	1.65	0	0.00	0	0	0	0	NO	NO
353842002128008007	A-80	1.13	1	0.88	1	0	0	0	NO	NO
353842002125007219	A-80	1.27	0	0.00	0	0	0	0	NO	NO
353842002113005315	A-80	1.07	1	0.93	1	0	0	0	NO	NO
353842002113005208	A-80	1.36	1	0.73	1	0	0	0	NO	NO
353842002113005002	A-80	1.08	1	0.93	1	0	0	0	NO	NO
353842002112004602	A-80	1.18	0	0.00	0	0	0	0	NO	NO
353842002112004504	A-80	1.03	1	0.97	1	0	0	0	NO	NO
353842002112004201	A-80	1.56	1	0.64	1	0	0	0	NO	NO
353842001106003116	A-80	1.95	1	0.51	1	0	0	0	NO	NO
353842001105002903	A-80	1.02	1	0.98	1	0	0	0	NO	NO
353842001104002559	A-80	1.95	1	0.51	1	0	0	0	NO	NO
353842001104002540	A-80	1.98	1	0.51	1	0	0	0	NO	NO
353842001104002513	A-80	1.90	1	0.53	1	0	0	0	NO	NO
353842001102001000	A-80	1.97	1	0.51	1	0	0	0	NO	NO
353842001102001616	A-80	1.16	0	0.00	0	0	0	0	NO	NO
353842001102001607	A-80	1.66	1	0.60	1	0	0	0	NO	NO
353842047000000100	A-80	8.69	1	0.12	1	0	4	3	YES	YES
353842049000000100	A-80	5.91	1	0.17	1	0	2	1	YES	YES
353842051000000100	A-80	8.54	1	0.12	1	0	4	3	YES	YES
353842051000000200	A-80	4.17	1	0.24	1	0	0	0	NO	NO
353842002113005000	A-80	1.30	1	0.77	1	0	0	0	NO	NO
353842059000000100	A-80	4.85	0	0.00	0	0	2	2	YES	YES
353842059000000200	A-80	4.85	0	0.00	0	0	0	0	NO	NO
353842057000000000	B-40	1.01	0	0.00	0	0	0	0	NO	NO
353842056000000100	B-40	1.96	0	0.00	0	0	0	0	NO	NO
353842055000000100	B-40	1.74	1	0.57	1	0	0	0	NO	NO
353842002116006102	B-40	2.84	1	0.35	1	1	2	1	YES	YES
353842001102001527	B-40	0.68	1	1.48	1	0	0	0	NO	NO
353842052000000200	B-40	1.01	0	0.00	0	0	0	0	NO	NO
353842002133008908	B-40	3.43	1	0.29	1	1	3	2	YES	YES
353842002130008316	B-40	0.87	0	0.00	0	0	0	0	NO	NO
353842002136009456	B-40	0.10	0	0.00	0	0	0	0	NO	NO
353842002144010215	B-40	0.68	1	1.48	1	0	0	0	NO	NO
353842003000009202	B-40	0.83	1	1.21	1	0	0	0	NO	NO
353842043000000200	B-40	1.52	1	0.66	1	0	0	0	NO	NO
353842003000009300	B-40	0.87	1	1.16	1	0	0	0	NO	NO
353842043000000100	B-40	1.34	1	0.74	1	0	0	0	NO	NO
353842040000000200	B-40	1.24	1	0.81	1	0	0	0	NO	NO
353842001103002203	B-40	2.34	1	0.43	1	1	2	1	YES	YES
353842040000000100	B-40	1.24	1	0.81	1	0	0	0	NO	NO
353842034000000100	B-40	1.30	1	0.77	1	0	0	0	NO	NO
353842033000000200	B-40	1.42	0	0.00	0	0	0	0	NO	NO
353842009115003208	B-40	2.65	1	0.38	1	1	2	1	YES	YES
353842001048000514	B-40	2.01	1	0.50	1	0	0	0	NO	NO
353842033000000100	B-40	1.59	1	0.63	1	1	1	0	YES	YES
353842031000000200	B-40	1.04	1	0.96	1	0	0	0	NO	NO
353842031000000100	B-40	1.33	1	0.75	1	0	0	0	NO	NO
353842024000000206	B-40	1.70	0	0.00	0	1	1	1	YES	YES
353842009099001705	B-40	2.66	1	0.38	1	1	2	1	YES	YES
353842024000000108	B-40	1.64	0	0.00	0	1	1	1	YES	YES
353842009102000307	B-40	2.30	1	0.44	1	1	2	1	YES	YES
353842023000000207	B-40	1.39	1	0.72	1	0	0	0	NO	NO
353842023000000109	B-40	1.85	1	0.54	1	0	0	0	NO	NO
353842018000000302	B-40	1.57	1	0.64	1	0	0	0	NO	NO
353842018000000106	B-40	1.08	1	0.92	1	0	0	0	NO	NO
353842016000001107	B-40	1.94	1	0.51	1	0	0	0	NO	NO
353842016000001009	B-40	1.60	1	0.63	1	0	0	0	NO	NO
353842016000000901	B-40	1.55	1	0.64	1	0	0	0	NO	NO

Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842016000000803	B-40	1.72	1	0.58	1	0	0	0	NO	NO
353842016000000705	B-40	1.34	1	0.75	1	1	1	0	YES	YES
353842001102001803	B-40	6.23	0	0.00	0	1	6	6	YES	YES
353842014000000609	B-40	1.15	1	0.87	1	0	0	0	NO	NO
353842001104002407	B-40	6.84	1	0.15	1	1	6	5	YES	YES
353842012000000102	B-40	1.14	0	0.00	0	0	0	0	NO	NO
353842011000001601	B-40	1.16	1	0.86	1	0	0	0	NO	NO
353842001106003107	B-40	2.10	1	0.48	1	0	0	0	NO	NO
353842001106003401	B-40	3.09	1	0.32	1	1	3	2	YES	YES
353842011000001503	B-40	1.32	1	0.76	1	0	0	0	NO	NO
353842002109003707	B-40	5.69	1	0.18	1	1	5	4	YES	YES
353842011000001406	B-40	1.41	0	0.00	0	0	0	0	NO	NO
353842011000001308	B-40	1.47	1	0.68	1	0	0	0	NO	NO
353842002112004309	B-40	2.15	1	0.47	1	1	2	1	YES	YES
353842011000001200	B-40	1.64	1	0.61	1	0	0	0	NO	NO
353842011000001111	B-40	1.50	1	0.67	1	0	0	0	NO	NO
353842009088021919	B-40	2.41	1	0.42	1	1	2	1	YES	YES
353842002112004808	B-40	3.69	1	0.27	1	1	3	2	YES	YES
353842010000002406	B-40	1.38	0	0.00	0	0	0	0	NO	NO
353842002113004904	B-40	3.12	1	0.32	1	1	3	2	YES	YES
353842010000002308	B-40	1.48	0	0.00	0	1	1	1	YES	YES
353842010000002200	B-40	1.66	1	0.60	1	1	1	0	YES	YES
353842010000002102	B-40	1.93	1	0.52	1	1	1	0	YES	YES
353842002114005402	B-40	2.30	1	0.43	1	1	2	1	YES	YES
353842010000002004	B-40	1.46	1	0.69	1	0	0	0	NO	NO
353842010000001906	B-40	1.64	0	0.00	0	0	0	0	NO	NO
353842010000001602	B-40	1.04	1	0.96	1	1	1	0	YES	YES
353842010000001407	B-40	1.21	1	0.83	1	1	1	0	YES	YES
353842002115005711	B-40	2.22	1	0.45	1	1	2	1	YES	YES
353842010000000916	B-40	1.26	1	0.79	1	1	1	0	YES	YES
353842002115005800	B-40	2.90	1	0.34	1	1	2	1	YES	YES
353842009109000204	B-40	2.46	1	0.41	1	1	2	1	YES	YES
353842010000000907	B-40	1.02	1	0.98	1	1	1	0	YES	YES
353842010000000701	B-40	1.33	1	0.75	1	1	1	0	YES	YES
353842010000000612	B-40	1.20	1	0.83	1	0	0	0	NO	NO
353842009114002408	B-40	2.57	1	0.39	1	1	2	1	YES	YES
353842010000000505	B-40	1.55	1	0.65	1	1	1	0	YES	YES
353842009089000306	B-40	2.49	1	0.40	1	1	2	1	YES	YES
353842010000000300	B-40	1.63	1	0.61	1	1	1	0	YES	YES
353842009093000406	B-40	2.96	1	0.34	1	1	2	1	YES	YES
353842010000000202	B-40	1.85	1	0.54	1	1	1	0	YES	YES
353842009131007069	B-40	1.06	1	0.94	1	1	1	0	YES	YES
353842009131007050	B-40	1.05	1	0.96	1	1	1	0	YES	YES
353842009131007041	B-40	1.01	1	0.99	1	1	1	0	YES	YES
353842009131007032	B-40	1.01	1	0.99	1	1	1	0	YES	YES
353842011000000700	B-40	2.54	1	0.39	1	0	0	0	NO	NO
353842009131007023	B-40	1.45	1	0.69	1	1	1	0	YES	YES
353842023000000305	B-40	2.53	1	0.40	1	1	2	1	YES	YES
353842009129013608	B-40	1.15	1	0.87	1	0	0	0	NO	NO
353842009129013403	B-40	1.63	1	0.61	1	0	0	0	NO	NO
353842009128013209	B-40	1.41	1	0.71	1	0	0	0	NO	NO
353842009114002809	B-40	2.35	1	0.43	1	1	2	1	YES	YES
353842009128013003	B-40	1.37	0	0.00	0	0	0	0	NO	NO
353842009127012809	B-40	1.54	1	0.65	1	0	0	0	NO	NO
353842009127012603	B-40	1.41	1	0.71	1	0	0	0	NO	NO
353842009126012106	B-40	1.10	1	0.91	1	0	0	0	NO	NO
353842002141009920	B-40	2.30	1	0.43	1	0	0	0	NO	NO
353842009125011608	B-40	1.45	1	0.69	1	0	0	0	NO	NO
353842009125011403	B-40	1.67	1	0.60	1	0	0	0	NO	NO
3538420030000002502	B-40	2.88	1	0.35	1	1	2	1	YES	YES
353842009124011200	B-40	1.71	1	0.58	1	0	0	0	NO	NO
353842009124011004	B-40	1.56	1	0.64	1	0	0	0	NO	NO
353842009115003100	B-40	2.16	1	0.46	1	1	2	1	YES	YES
3538420030000002904	B-40	2.56	0	0.00	0	1	2	2	YES	YES
3538420030000003208	B-40	3.26	1	0.31	1	1	3	2	YES	YES
353842009124010906	B-40	1.16	1	0.86	1	0	0	0	NO	NO
353842009123010800	B-40	1.15	1	0.87	1	0	0	0	NO	NO

Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842003000003404	B-40	2.18	1	0.46	1	1	2	1	YES	YES
353842009123010604	B-40	1.18	1	0.85	1	0	0	0	NO	NO
353842003000003501	B-40	2.08	1	0.48	1	1	2	1	YES	YES
353842009115003002	B-40	1.86	1	0.54	1	1	1	0	YES	YES
353842009114002603	B-40	1.66	1	0.60	1	1	1	0	YES	YES
353842009113002204	B-40	1.52	1	0.66	1	1	1	0	YES	YES
353842009113002106	B-40	1.26	1	0.79	1	0	0	0	NO	NO
353842009113002008	B-40	1.07	1	0.93	1	0	0	0	NO	NO
353842009113001900	B-40	1.01	1	0.99	1	0	0	0	NO	NO
353842009112001804	B-40	1.04	1	0.96	1	0	0	0	NO	NO
353842009084020401	B-40	2.03	1	0.49	1	0	0	0	NO	NO
353842009112001403	B-40	1.91	1	0.52	1	1	1	0	YES	YES
353842009087021804	B-40	2.48	1	0.40	1	1	2	1	YES	YES
353842009111001209	B-40	1.95	1	0.51	1	1	1	0	YES	YES
353842009109000106	B-40	1.85	1	0.54	1	1	1	0	YES	YES
353842009105010102	B-40	1.96	1	0.51	1	1	1	0	YES	YES
353842009105000505	B-40	1.62	1	0.62	1	0	0	0	NO	NO
353842009103000403	B-40	1.29	1	0.78	1	0	0	0	NO	NO
353842009103000207	B-40	1.06	1	0.94	1	0	0	0	NO	NO
353842009103000109	B-40	1.60	1	0.63	1	1	1	0	YES	YES
353842032000000100	B-40	3.90	1	0.26	1	1	3	2	YES	YES
353842009102000904	B-40	1.13	1	0.88	1	0	0	0	NO	NO
353842009102000502	B-40	1.25	1	0.80	1	0	0	0	NO	NO
353842009099001509	B-40	1.70	1	0.59	1	0	0	0	NO	NO
353842009099001402	B-40	1.45	1	0.69	1	0	0	0	NO	NO
353842009099001304	B-40	1.51	1	0.66	1	0	0	0	NO	NO
353842009093000601	B-40	1.94	1	0.52	1	1	1	0	YES	YES
353842009093000308	B-40	1.80	1	0.56	1	0	0	0	NO	NO
353842009089000609	B-40	1.57	1	0.64	1	0	0	0	NO	NO
353842009089000501	B-40	1.24	1	0.80	1	0	0	0	NO	NO
353842009089000208	B-40	1.86	1	0.54	1	0	0	0	NO	NO
353842009089000100	B-40	1.56	1	0.64	1	0	0	0	NO	NO
353842009088022204	B-40	1.37	1	0.73	1	0	0	0	NO	NO
353842009088022106	B-40	1.36	1	0.74	1	0	0	0	NO	NO
353842009087021911	B-40	1.96	1	0.51	1	1	1	0	YES	YES
353842009085020907	B-40	1.83	1	0.55	1	1	1	0	YES	YES
353842009085020809	B-40	1.82	1	0.55	1	0	0	0	NO	NO
353842009085020603	B-40	1.66	1	0.60	1	0	0	0	NO	NO
353842009084020205	B-40	1.42	1	0.70	1	0	0	0	NO	NO
353842046000000200	B-40	2.14	1	0.47	1	1	2	1	YES	YES
353842009076024109	B-40	1.11	1	0.90	1	1	1	0	YES	YES
353842006089000504	B-40	0.46	1	2.16	1	0	0	0	NO	NO
353842009112001500	B-40	3.14	1	0.32	1	1	3	2	YES	YES
353842009126012311	B-40	2.17	1	0.46	1	1	2	1	YES	YES
353842009093000709	B-40	2.37	1	0.42	1	1	2	1	YES	YES
353842009100001104	B-40	2.00	1	0.50	1	1	2	1	YES	YES
353842009100001505	B-40	2.01	1	0.50	1	1	2	1	YES	YES
353842009130014106	B-40	2.20	1	0.46	1	1	2	1	YES	YES
353842018000000204	B-40	1.00	1	1.00	1	0	0	0	NO	NO
353842010000000319	B-40	2.24	1	0.45	1	1	2	1	YES	YES
353842009105010317	B-40	2.52	1	0.40	1	1	2	1	YES	YES
353842009086021101	B-40	2.42	1	0.41	1	1	2	1	YES	YES
353842009087021608	B-40	2.54	1	0.39	1	1	2	1	YES	YES
353842011000000309	B-40	2.62	1	0.38	1	0	0	0	NO	NO
353842009111000905	B-40	3.60	1	0.28	1	1	3	2	YES	YES
353842011000000808	B-40	2.16	1	0.46	1	0	0	0	NO	NO
353842011000000906	B-40	2.09	1	0.48	1	0	0	0	NO	NO
353842011000001004	B-40	3.22	1	0.31	1	1	3	2	YES	YES
353842003000003814	B-40	1.70	1	0.59	1	1	1	0	YES	YES
353842011000001102	B-40	2.31	1	0.43	1	0	0	0	NO	NO
353842009102000209	B-40	0.69	1	1.45	1	0	0	0	NO	NO
3538420030000003716	B-40	1.23	1	0.82	1	0	0	0	NO	NO
353842003000003609	B-40	1.97	1	0.51	1	1	1	0	YES	YES
353842009102000708	B-40	0.99	1	1.01	1	0	0	0	NO	NO
353842009102000806	B-40	0.97	1	1.03	1	0	0	0	NO	NO
3538420030000003510	B-40	1.28	1	0.78	1	0	0	0	NO	NO
353842009102001609	B-40	0.84	1	1.19	1	0	0	0	NO	NO
353842009103000608	B-40	0.54	1	1.84	1	0	0	0	NO	NO

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All listed parcels are designated the Future Land Use of "Residential"

Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842009105000104	B-40	2.29	1	0.44	1	1	2	1	YES	YES
353842009103000706	B-40	0.68	1	1.46	1	0	0	0	NO	NO
353842003000003413	B-40	1.31	1	0.76	1	0	0	0	NO	NO
353842009093000102	B-40	2.79	1	0.36	1	1	2	1	YES	YES
353842003000003315	B-40	1.00	1	1.00	1	0	0	0	NO	NO
353842003000003217	B-40	1.11	1	0.90	1	0	0	0	NO	NO
353842016000000019	B-40	2.00	0	0.00	0	0	0	0	NO	NO
353842003000002717	B-40	1.01	1	0.99	1	0	0	0	NO	NO
353842016000001205	B-40	2.43	1	0.41	1	0	0	0	NO	NO
353842016000001303	B-40	3.90	1	0.26	1	0	0	0	NO	NO
353842003000002708	B-40	1.51	1	0.66	1	0	0	0	NO	NO
353842019000000301	B-40	2.39	0	0.00	0	1	2	2	YES	YES
353842009105000300	B-40	0.19	0	0.00	0	0	0	0	NO	NO
353842003000002218	B-40	1.53	1	0.65	1	0	0	0	NO	NO
353842002136009438	B-40	1.28	1	0.78	1	0	0	0	NO	NO
353842002135009421	B-40	1.42	1	0.70	1	0	0	0	NO	NO
353842002135009412	B-40	1.51	1	0.66	1	0	0	0	NO	NO
353842002133008917	B-40	1.06	1	0.95	1	0	0	0	NO	NO
353842002132008811	B-40	1.16	1	0.87	1	0	0	0	NO	NO
353842002132008704	B-40	1.28	1	0.78	1	0	0	0	NO	NO
353842009108000108	B-40	2.05	1	0.49	1	1	2	1	YES	YES
353842002117006208	B-40	1.04	1	0.96	1	0	0	0	NO	NO
353842009093000914	B-40	2.19	1	0.46	1	1	2	1	YES	YES
353842009124011219	B-40	0.08	0	0.00	0	0	0	0	NO	NO
353842009124011317	B-40	0.10	0	0.00	0	0	0	0	NO	NO
353842010000000010	B-40	0.29	0	0.00	0	0	0	0	NO	NO
353842002114005723	B-40	1.71	1	0.58	1	1	1	0	YES	YES
353842010000000809	B-40	0.93	1	1.08	1	0	0	0	NO	NO
353842002114005411	B-40	1.26	1	0.79	1	0	0	0	NO	NO
353842010000001005	B-40	0.97	0	0.00	0	0	0	0	NO	NO
353842010000001201	B-40	0.86	1	1.16	1	0	0	0	NO	NO
353842010000001309	B-40	0.95	1	1.05	1	0	0	0	NO	NO
353842010000001318	B-40	0.81	1	1.24	1	0	0	0	NO	NO
353842010000001504	B-40	0.86	1	1.16	1	0	0	0	NO	NO
353842011000000407	B-40	0.36	0	0.00	0	0	0	0	NO	NO
353842011000001807	B-40	0.89	1	1.12	1	0	0	0	NO	NO
353842002111004016	B-40	1.41	1	0.71	1	0	0	0	NO	NO
353842002111004007	B-40	1.43	1	0.70	1	0	0	0	NO	NO
353842001106003508	B-40	1.60	1	0.63	1	0	0	0	NO	NO
353842011000001905	B-40	0.98	1	1.03	1	0	0	0	NO	NO
353842011000002209	B-40	0.93	0	0.00	0	0	0	0	NO	NO
353842002115005917	B-40	2.23	1	0.45	1	1	2	1	YES	YES
353842002115005908	B-40	4.48	1	0.22	1	1	4	3	YES	YES
353842002119006507	B-40	3.74	0	0.00	0	1	3	3	YES	YES
353842012000000308	B-40	2.55	1	0.39	1	0	0	0	NO	NO
353842012000000406	B-40	2.62	1	0.38	1	1	2	1	YES	YES
353842002120006603	B-40	4.26	1	0.23	1	1	4	3	YES	YES
353842002120006505	B-40	4.05	1	0.25	1	1	4	3	YES	YES
353842002121006709	B-40	3.40	1	0.29	1	0	0	0	NO	NO
353842002121006727	B-40	3.07	1	0.33	1	1	3	2	YES	YES
353842002122006814	B-40	3.32	1	0.30	1	1	3	2	YES	YES
353842013000000101	B-40	4.10	1	0.24	1	1	4	3	YES	YES
353842013000000209	B-40	2.77	1	0.36	1	1	2	1	YES	YES
353842002124007105	B-40	4.27	1	0.23	1	0	0	0	NO	NO
353842002124007007	B-40	3.22	1	0.31	1	1	3	2	YES	YES
353842014000000501	B-40	3.98	1	0.25	1	1	3	2	YES	YES
353842001103002105	B-40	1.80	0	0.00	0	1	1	1	YES	YES
353842002112004700	B-40	3.09	1	0.32	1	0	0	0	NO	NO
353842001102001705	B-40	1.90	1	0.53	1	1	1	0	YES	YES
353842015000000118	B-40	0.83	0	0.00	0	0	0	0	NO	NO
353842001048000658	B-40	1.85	1	0.54	1	0	0	0	NO	NO
353842001048000649	B-40	1.50	1	0.67	1	0	0	0	NO	NO
353842001048000569	B-40	1.13	1	0.89	1	1	1	0	YES	YES
353842001048000541	B-40	1.00	1	1.00	1	0	0	0	NO	NO
353842048000000200	B-40	2.96	1	0.34	1	1	2	1	YES	YES

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Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842050000000200	B-40	2.73	1	0.37	1	1	2	1	YES	YES
353842001048000523	B-40	1.03	1	0.97	1	1	1	0	YES	YES
353842057000000000	B-40	1.61	0	0.00	0	0	0	0	NO	NO
353842055000000200	B-40	2.45	1	0.41	1	1	2	1	YES	YES
353842003000002000	B-40	1.55	0	0.00	0	0	0	0	NO	NO
353842056000000200	B-40	6.98	1	0.14	1	0	0	0	NO	NO
353842009083001000	C-35	0.12	0	0.00	0	0	0	0	NO	NO
353842009131001207	C-35	1.86	1	0.54	1	1	2	1	YES	YES
353842008000001704	C-35	1.70	1	0.59	1	1	2	1	YES	YES
353842008000001606	C-35	1.35	1	0.74	1	1	1	0	YES	YES
353842008000000705	C-35	0.92	1	1.09	1	0	0	0	NO	NO
353842008000001508	C-35	1.60	1	0.62	1	1	1	0	YES	YES
353842008000001312	C-35	1.08	0	0.00	0	0	0	0	NO	NO
353842008000001205	C-35	1.52	1	0.66	1	1	1	0	YES	YES
353842008000001009	C-35	1.59	1	0.63	1	1	1	0	YES	YES
353842008000000901	C-35	1.12	1	0.89	1	0	0	0	NO	NO
353842008000000803	C-35	1.07	1	0.94	1	0	0	0	NO	NO
353842008000000509	C-35	1.58	1	0.63	1	1	1	0	YES	YES
353842008000000402	C-35	1.30	0	0.00	0	1	1	1	YES	YES
353842008000000108	C-35	1.72	1	0.58	1	1	2	1	YES	YES
353842004000023203	D-25	0.99	1	1.01	1	0	0	0	NO	NO
353842004000023604	D-25	0.98	1	1.02	1	0	0	0	NO	NO
353842004000023702	D-25	0.96	1	1.04	1	0	0	0	NO	NO
353842004000023800	D-25	0.95	1	1.05	1	0	0	0	NO	NO
353842004000023908	D-25	0.95	1	1.05	1	0	0	0	NO	NO
353842004000024006	D-25	0.94	1	1.06	1	0	0	0	NO	NO
353842029000000100	D-25	1.53	1	0.65	1	1	2	1	YES	YES
353842004000024300	D-25	0.88	1	1.13	1	0	0	0	NO	NO
353842004000024408	D-25	0.87	0	0.00	0	0	0	0	NO	NO
353842004000024500	D-25	0.86	1	1.16	1	0	0	0	NO	NO
353842004000024603	D-25	0.85	1	1.17	1	0	0	0	NO	NO
353842004000024701	D-25	0.84	1	1.19	1	0	0	0	NO	NO
353842004000024907	D-25	0.97	1	1.04	1	0	0	0	NO	NO
353842004000025602	D-25	0.67	0	0.00	0	0	0	0	NO	NO
353842004000025700	D-25	0.65	1	1.55	1	0	0	0	NO	NO
353842004000025808	D-25	0.61	1	1.64	1	0	0	0	NO	NO
353842004002000108	D-25	0.76	1	1.32	1	0	0	0	NO	NO
353842004002000402	D-25	0.82	1	1.22	1	0	0	0	NO	NO
353842004003000106	D-25	0.50	1	2.00	1	1	0	0	YES	YES
353842004005000101	D-25	0.83	1	1.20	1	0	0	0	NO	NO
353842004005000209	D-25	0.87	1	1.15	1	0	0	0	NO	NO
353842004005000307	D-25	0.87	1	1.15	1	0	0	0	NO	NO
353842004006000109	D-25	0.81	1	1.23	1	1	1	0	YES	YES
353842004006000500	D-25	0.30	0	0.00	0	0	0	0	NO	NO
353842004007000107	D-25	0.42	1	2.36	1	0	0	0	NO	NO
353842004007000303	D-25	0.65	1	1.55	1	1	1	0	YES	YES
353842004008000105	D-25	0.71	0	0.00	0	1	1	1	YES	YES
353842009119006305	D-25	2.29	1	0.44	1	1	3	2	YES	YES
353842009117004212	D-25	1.61	1	0.62	1	1	2	1	YES	YES
353842007001000107	D-25	1.00	1	1.00	1	0	0	0	NO	NO
353842009080015415	D-25	0.43	1	2.32	1	0	0	0	NO	NO
353842004008000409	D-25	1.00	1	1.00	1	1	1	0	YES	YES
353842004004000104	D-25	1.07	1	0.93	1	1	1	0	YES	YES
353842004002000206	D-25	1.71	1	0.59	1	1	2	1	YES	YES
353842004000025309	D-25	1.79	1	0.56	1	1	3	2	YES	YES
353842004000025103	D-25	1.95	0	0.00	0	1	3	3	YES	YES
353842004000024809	D-25	1.46	1	0.68	1	1	2	1	YES	YES
353842004000024104	D-25	1.82	0	0.00	0	1	3	3	YES	YES
353842004000023506	D-25	1.00	1	1.00	1	0	0	0	NO	NO
353842004000023409	D-25	1.01	1	0.99	1	0	0	0	NO	NO
353842004000023301	D-25	1.01	1	1.00	1	0	0	0	NO	NO
353842009101000602	D-25	0.69	1	1.45	1	1	1	0	YES	YES
353842009101000808	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009101000900	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009101001004	D-25	0.40	1	2.51	1	0	0	0	NO	NO
353842009101001102	D-25	0.46	1	2.16	1	0	0	0	NO	NO
353842009101001200	D-25	0.52	1	1.94	1	0	0	0	NO	NO

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Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842009104000107	D-25	0.50	1	2.00	1	0	0	0	NO	NO
353842009104000205	D-25	0.50	1	2.00	1	0	0	0	NO	NO
353842009104000401	D-25	0.52	1	1.94	1	0	0	0	NO	NO
353842009104000508	D-25	0.60	1	1.66	1	1	1	0	YES	YES
353842009104000704	D-25	0.77	1	1.29	1	1	1	0	YES	YES
353842009104000900	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009104001008	D-25	0.50	1	2.00	1	0	0	0	NO	NO
353842009104001106	D-25	0.50	1	2.00	1	0	0	0	NO	NO
353842009107000100	D-25	0.77	1	1.29	1	1	1	0	YES	YES
353842009107001902	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009107002000	D-25	0.43	1	2.32	1	0	0	0	NO	NO
353842009116003607	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009116003705	D-25	0.35	1	2.84	1	0	0	0	NO	NO
353842009116003901	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009116004000	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009117004506	D-25	0.92	0	0.00	0	1	1	1	YES	YES
353842009117005006	D-25	0.78	1	1.28	1	1	1	0	YES	YES
353842009118005406	D-25	0.43	1	2.32	1	0	0	0	NO	NO
353842009118005503	D-25	0.44	1	2.30	1	0	0	0	NO	NO
353842009118005601	D-25	0.97	1	1.03	1	1	1	0	YES	YES
353842009118005905	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009118006003	D-25	0.34	1	2.90	1	0	0	0	NO	NO
353842009118006101	D-25	0.78	1	1.29	1	1	1	0	YES	YES
353842009119006608	D-25	0.94	1	1.06	1	1	1	0	YES	YES
353842009120007400	D-25	0.78	1	1.28	1	1	1	0	YES	YES
353842009120007909	D-25	0.69	1	1.45	1	1	1	0	YES	YES
353842009120008105	D-25	0.78	1	1.29	1	1	1	0	YES	YES
353842009121008201	D-25	0.85	1	1.17	1	1	1	0	YES	YES
353842009121008309	D-25	0.74	1	1.35	1	1	1	0	YES	YES
353842009121008504	D-25	0.72	1	1.39	1	1	1	0	YES	YES
353842009121008808	D-25	0.69	0	0.00	0	1	1	1	YES	YES
353842009121009004	D-25	0.69	1	1.45	1	1	1	0	YES	YES
353842009122009404	D-25	0.51	1	1.97	1	0	0	0	NO	NO
353842009122009501	D-25	0.58	1	1.74	1	1	1	0	YES	YES
353842009122009609	D-25	0.47	1	2.13	1	0	0	0	NO	NO
353842009122009707	D-25	0.43	1	2.32	1	0	0	0	NO	NO
353842009122009805	D-25	0.43	1	2.34	1	0	0	0	NO	NO
353842009101000309	D-25	2.07	1	0.48	1	1	3	2	YES	YES
353842020000000102	D-25	0.81	1	1.23	1	1	1	0	YES	YES
353842021000000101	D-25	0.85	1	1.18	1	1	1	0	YES	YES
353842021000000209	D-25	0.69	1	1.45	1	1	1	0	YES	YES
353842026000000100	D-25	0.44	1	2.26	1	0	0	0	NO	NO
353842026000000200	D-25	0.37	1	2.68	1	0	0	0	NO	NO
353842026000000300	D-25	0.45	1	2.23	1	0	0	0	NO	NO
353842026000000400	D-25	0.43	1	2.33	1	0	0	0	NO	NO
353842029000000200	D-25	0.84	1	1.19	1	0	0	0	NO	NO
353842041000000100	D-25	0.48	1	2.07	1	0	0	0	NO	NO
353842041000000200	D-25	0.40	1	2.52	1	0	0	0	NO	NO
353842042000000100	D-25	0.74	1	1.34	1	1	1	0	YES	YES
353842042000000200	D-25	0.75	1	1.34	1	1	1	0	YES	YES
353842058000000000	E-12	0.26	0	0.00	0	0	0	0	NO	NO
353842004000026905	E-12	0.70	1	1.43	1	3	2	1	YES	YES
353842004000027101	E-12	0.49	1	2.03	1	0	0	0	NO	NO
353842004000027502	E-12	0.45	1	2.24	1	0	0	0	NO	NO
353842004000028208	E-12	0.28	0	0.00	0	0	0	0	NO	NO
353842004000028404	E-12	0.65	1	1.55	1	0	0	0	NO	NO
353842004000028805	E-12	0.41	1	2.43	1	0	0	0	NO	NO
353842004000029207	E-12	0.36	1	2.80	1	0	0	0	NO	NO
353842004000029305	E-12	0.38	1	2.61	1	0	0	0	NO	NO
353842004015000100	E-12	0.44	1	2.25	1	3	1	0	YES	YES
353842004016000108	E-12	0.48	1	2.09	1	3	1	0	YES	YES
353842004016000304	E-12	0.59	1	1.71	1	3	2	1	YES	YES
353842004017000106	E-12	0.61	1	1.65	1	3	2	1	YES	YES
353842004017000400	E-12	0.41	1	2.43	1	3	1	0	YES	YES
353842004018000104	E-12	0.45	1	2.25	1	3	1	0	YES	YES
353842004018000300	E-12	0.47	1	2.14	1	3	1	0	YES	YES
353842004019000102	E-12	0.32	0	0.00	0	3	1	1	YES	YES

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Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842004019000308	E-12	0.78	1	1.28	1	3	2	1	YES	YES
353842004020000306	E-12	0.87	1	1.15	1	3	3	2	YES	YES
353842004021000108	E-12	0.18	0	0.00	0	0	0	0	NO	NO
353842004021000206	E-12	0.37	1	2.72	1	3	1	0	YES	YES
353842004021000402	E-12	0.56	1	1.79	1	3	1	0	YES	YES
353842004022000400	E-12	0.39	1	2.56	1	3	1	0	YES	YES
353842004023000104	E-12	0.40	1	2.50	1	3	1	0	YES	YES
353842004023000300	E-12	0.60	1	1.67	1	3	2	1	YES	YES
353842004024000102	E-12	0.37	0	0.00	0	3	1	1	YES	YES
353842004024000308	E-12	0.36	1	2.77	1	3	1	0	YES	YES
353842004025000109	E-12	0.72	1	1.39	1	3	2	1	YES	YES
353842004026000107	E-12	0.46	1	2.18	1	3	1	0	YES	YES
353842004026000401	E-12	0.43	1	2.35	1	3	1	0	YES	YES
353842004027000105	E-12	0.51	1	1.96	1	3	1	0	YES	YES
353842004027000409	E-12	0.47	1	2.15	1	3	1	0	YES	YES
353842004028000103	E-12	0.44	1	2.26	1	3	1	0	YES	YES
353842005059002300	E-12	0.14	0	0.00	0	0	0	0	NO	NO
353842005060000604	E-12	0.86	0	0.00	0	3	2	2	YES	YES
353842005061000602	E-12	0.29	1	3.48	1	3	0	0	YES	YES
353842005061000808	E-12	0.29	1	3.48	1	3	0	0	YES	YES
353842005061001004	E-12	0.14	0	0.00	0	0	0	0	NO	NO
353842005061001102	E-12	0.29	1	3.48	1	3	0	0	YES	YES
353842005061001308	E-12	0.29	0	0.00	0	0	0	0	NO	NO
353842005061002003	E-12	0.57	1	1.74	1	3	1	0	YES	YES
353842005062000600	E-12	0.44	1	2.29	1	3	1	0	YES	YES
353842005062000904	E-12	0.73	1	1.37	1	3	2	1	YES	YES
353842005062002000	E-12	0.71	1	1.42	1	3	2	1	YES	YES
353842005063001600	E-12	0.43	0	0.00	0	3	1	1	YES	YES
353842005063001901	E-12	0.43	1	2.32	1	3	1	0	YES	YES
353842005063002200	E-12	0.29	1	3.48	1	3	0	0	YES	YES
353842005063002400	E-12	0.29	1	3.48	1	0	0	0	NO	NO
353842005064000900	E-12	0.57	1	1.75	1	3	1	0	YES	YES
353842005064001302	E-12	0.43	1	2.33	1	3	1	0	YES	YES
353842005067000609	E-12	0.29	1	3.48	1	0	0	0	NO	NO
353842009090000400	E-12	0.35	0	0.00	0	3	1	1	YES	YES
353842037000000100	E-12	0.71	1	1.40	1	3	2	1	YES	YES
353842037000000200	E-12	0.69	1	1.45	1	0	0	0	NO	NO
353842039000000100	E-12	0.85	1	1.18	1	3	2	1	YES	YES
353842044000000200	E-12	0.72	1	1.39	1	3	2	1	YES	YES
353842058000000100	E-12	0.58	1	0.00	0	3	2	2	YES	YES
353842058000000200	E-12	0.58	0	0.00	0	0	0	0	NO	NO
353842058000000300	E-12	0.58	0	0.00	0	0	0	0	NO	NO
353842058000000400	E-12	0.60	0	0.00	0	0	0	0	NO	NO
353842058000000500	E-12	0.58	0	0.00	0	0	0	0	NO	NO
353842004022000106	F-15	0.573	1	1.74	1	2	1	0	YES	YES
353842009096000105	F-15	1.033	0	0.00	0	2	3	3	YES	YES
353842009092000104	F-15	1.033	1	0.97	1	2	3	2	YES	YES
353842009079014301	F-15	1.773	0	0.00	0	2	5	5	YES	YES
353842009076024118	F-15	0.599	1	1.67	1	2	1	0	YES	YES
353842009077023000	F-15	0.700	1	1.43	1	2	2	1	YES	YES
353842009077023206	F-15	0.607	1	1.65	1	2	1	0	YES	YES
353842009077023402	F-15	0.619	1	1.61	1	2	1	0	YES	YES
353842009077023607	F-15	0.825	1	1.21	1	2	2	1	YES	YES
353842009077023803	F-15	0.393	1	2.55	1	2	1	0	YES	YES
353842009078022606	F-15	0.376	1	2.66	1	2	1	0	YES	YES
353842009078022704	F-15	0.402	1	2.49	1	2	1	0	YES	YES
353842009078022802	F-15	0.387	1	2.59	1	2	1	0	YES	YES
353842009078022900	F-15	0.412	1	2.43	1	2	1	0	YES	YES
353842009079014702	F-15	0.430	1	2.32	1	2	1	0	YES	YES
353842009079015000	F-15	0.29	1	3.48	1	0	0	0	NO	NO
353842009079015104	F-15	0.29	1	3.48	1	0	0	0	NO	NO
353842009080015308	F-15	0.430	1	2.32	1	2	1	0	YES	YES
353842009080015601	F-15	0.574	1	1.74	1	2	1	0	YES	YES
353842009081016207	F-15	0.574	1	1.74	1	2	1	0	YES	YES
353842009081016403	F-15	0.678	1	1.47	1	2	1	0	YES	YES
353842009081016519	F-15	0.502	1	1.99	1	2	1	0	YES	YES
353842009081016706	F-15	0.712	1	1.41	1	2	2	1	YES	YES
353842009081017000	F-15	0.582	0	0.00	0	2	1	1	YES	YES

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All listed parcels are designated the Future Land Use of "Residential"

Town of Jupiter Island Density Study Matrix

Parcel Control Number	Zoning District	Parcel Acreage	Dwelling Units Currently Developed	Current Density in Dwelling Units per Acre	Current Density in Dwelling Units per Parcel	Zoning District Permitted Density in Dwelling Units per Acre	Zoning District Permitted Density in Dwelling Units per Parcel	Parcels Which Meet Minimum Zoning Requirements for Future Development	Minimum Parcel Square Footage Requirements Met?	Minimum Frontage Requirements Met?
353842009090000108	F-15	0.688	1	1.45	1	2	1	0	YES	YES
353842009090000206	F-15	0.689	1	1.45	1	2	2	1	YES	YES
353842009090000607	F-15	0.34	1	2.91	1	0	0	0	NO	NO
353842009090000705	F-15	0.345	1	2.90	1	2	1	0	YES	YES
353842009090000803	F-15	0.551	1	1.81	1	2	1	0	YES	YES
353842009090000901	F-15	0.482	1	2.07	1	2	1	0	YES	YES
353842009091000106	F-15	0.689	1	1.45	1	2	2	1	YES	YES
353842009091000300	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009091000400	F-15	0.689	1	1.45	1	2	2	1	YES	YES
353842009091000500	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009091000605	F-15	0.344	1	2.90	1	2	1	0	YES	YES
353842009091000801	F-15	0.517	1	1.94	1	2	1	0	YES	YES
353842009091000909	F-15	0.517	1	1.94	1	2	1	0	YES	YES
353842009092000408	F-15	0.34	1	2.91	1	0	0	0	NO	NO
353842009092000505	F-15	0.805	1	1.24	1	2	2	1	YES	YES
353842009092000701	F-15	0.745	1	1.34	1	2	2	1	YES	YES
353842009092000907	F-15	0.517	1	1.94	1	2	1	0	YES	YES
353842009094000100	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009094000501	F-15	0.34	1	2.92	1	0	0	0	NO	NO
353842009094000609	F-15	0.34	1	2.92	1	0	0	0	NO	NO
353842009094000707	F-15	0.346	1	2.89	1	2	1	0	YES	YES
353842009094000805	F-15	0.517	1	1.94	1	2	1	0	YES	YES
353842009094000903	F-15	0.517	1	1.94	1	2	1	0	YES	YES
353842009095000107	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009095000205	F-15	0.689	1	1.45	1	2	2	1	YES	YES
353842009095000401	F-15	0.691	1	1.45	1	2	2	1	YES	YES
353842009095000508	F-15	0.687	1	1.46	1	2	1	0	YES	YES
353842009095000802	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009095000900	F-15	0.344	1	2.90	1	2	1	0	YES	YES
353842009095001000	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009096000506	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009096000604	F-15	0.344	1	2.90	1	2	1	0	YES	YES
353842009096000800	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009096000908	F-15	0.34	1	2.90	1	0	0	0	NO	NO
353842009096001006	F-15	0.344	1	2.90	1	2	1	0	YES	YES
353842045000000100	F-15	0.574	1	1.74	1	2	1	0	YES	YES
353842045000000200	F-15	0.461	1	2.17	1	2	1	0	YES	YES
353842053000000100	F-15	0.34	1	2.91	1	0	0	0	NO	NO
353842053000000200	F-15	0.373	1	2.68	1	2	1	0	YES	YES
353842003000009202	G-35	0.83	1	1.21	1	0	0	0	NO	NO
353842003000009300	G-35	0.87	1	1.16	1	0	0	0	NO	NO
353842003000009505	G-35	1.67	1	0.60	1	0	0	0	NO	NO
353842003000009408	G-35	1.09	1	0.91	1	0	0	0	NO	NO
353842003000008908	G-35	1.14	0	0.00	0	0	0	0	NO	NO
353842003000008800	G-35	1.15	1	0.87	1	0	0	0	NO	NO
353842003000008702	G-35	1.19	1	0.84	1	0	0	0	NO	NO
353842003000008604	G-35	1.25	1	0.80	1	0	0	0	NO	NO
353842003000009006	G-35	2.26	1	0.44	1	0	0	0	NO	NO
TOTAL:	585	926.161	509	0.97	0.870	0.632	460	585	585	



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: John Duchock, Asst. Town Manager

RE: Draft Comprehensive Plan Schedule Review

Date: 8/27/2025

Task	Date	Notes
Draft Comp Plan - 1st Draft	September 12, 2025	2 weeks for Town staff to provide their comments back to Kimley Horn
Additional Town Commission Meeting	September 16, 2025	
Comp Plan Focus Group	October 2025	Let's shoot for 10/14 AM (1.5 – 2 hours) if we can.
LPA Workshop	November 18, 2025	
Commission Presentation	November 20, 2025	
Comp Plan - 2nd Draft	November 2025	
LPA Transmittal Hearing	December 2025	
Commission Transmittal Hearing/1st Reading	December 2025	May need to push to January 2026

Recommendation

For information and discussion purposes only.

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.

August 27, 2025

VIA HAND DELIVERY

Mayor Penelope D. Townsend
Vice Mayor Anne Scott
Commissioner Marshall Field, VI
Commissioner Joseph Taddeo
Commissioner Patsy Warner
Jupiter Island Town Commission
P.O. Box 7
Hobe Sound, FL 33455

RE: 251 South Beach Road – Winter Season Construction Waiver
Seawall Replacement
Edward Hersey Hamm, Jr., Trustee of the Edward Hersey Hamm, Jr.,
Revocable Trust, dated November 2, 2011

Mayor, Vice Mayor, and Commissioners:

This office represents Edward H. Hamm, Trustee of the Edward Hersey Hamm, Jr. Revocable Trust, dated November 2, 2011 and the owner of 251 South Beach Road, Hobe Sound, FL 33455. My client purchased this 5.82042-acre property on December 8, 2011. Recently, my client has been planning the redevelopment for this property and other nearby properties owned by him into one cohesive design. Part of this redevelopment requires the removal, replacing, and upgrading this property's seawall.

Determining the date the existing seawall was installed is difficult; however, investigation by Isiminger & Stubbs Engineering, Inc. ("Isiminger & Stubbs") located photographic evidence that the seawall has been in place since at least 1975. Further investigation by Isiminger & Stubbs resulted in photographic evidence detailing the deteriorating state of the existing seawall and revetment structure. The photograph reveals concrete cracks, weathering, and rust stains. This indicates potential concrete spalling and corrosion of the seawall steel support infrastructure. Isiminger & Stubbs recommends replacing the seawall based on this evidence.

Our professionals cannot guarantee the existing wall will not continue to deteriorate or break apart during a catastrophic storm surge event. Failure to replace the seawall

may result in the existing seawall crumbling during a hurricane or other severe weather. This may scatter concrete, steel, and other debris onto nearby properties or the beach. The continued degradation of this seawall presents a potential hazard to life and property. The new seawall's use of modern technology and materials will ensure better protection to the property than exists today – likely lasting for at least 50 years.¹ Replacing the seawall will not only provide better protection to 251 South Beach and abutting neighbors but may also safeguard beachgoers and nearby property from potentially dangerous debris.

Florida Department of Environmental Protection (“FDEP”) regulations restrict the construction of oceanfront seawalls in Martin County, Florida from March 1st to October 31st to prevent disturbing turtle nesting season.² As you may know, this prohibition conflicts with Chapter 9 of the Town Code of Ordinances, Section 62, (“Winter Noise Ordinance”) which prohibits the use of restricted equipment during the Winter Season, absent a waiver granted by the Town Commission. These conflicting regulations necessitate that my client's seawall is constructed during the Town's 2025-2026 Winter Season.³

Fortunately, my client and the project team have gone to great lengths and expense to mitigate impacts on nearby properties. First, my client will use the most advanced technology to install the seawall. Specifically, the Gilken's Silent Piler™ F401 machine will install the sheet wall piles by hydraulically pressing them into the ground. The Silent Piler™ F401's hydraulic method is much less impactful in terms of noise and vibrations when compared to the traditional vibratory or impact techniques.

In fact, while operating in “Power Mode,” this machine is 63 decibels – near the threshold volume for normal conversation.⁴ 63 decibels is nine decibels quieter than the catchall provision in the Winter Noise Ordinance, which states “[a]ny construction equipment, device or activity, which otherwise permitted, produces noise in excess of 72 decibels (dbs) measured: (1) Fifty feet from the construction activity, or (2) From the property line nearest to where the construction activity is taking place, whichever is greater.”⁵ When measured from the greater of fifty feet from the activity or the property line nearest to the construction activity, the Silent Piler™ will certainly be *considerably less* than the Town's requirement of 72

¹ This means that replacing the proposed seawall will not be a common occurrence.

² See enclosed FDEP Permit Number MI000625.

³ Municipalities may regulate matters already regulated by the State, as long as the State has not preempted the area, either expressly or by implication. See *Phantom of Clearwater, Inc. v. Pinellas Cnty.*, 894 So. 2d 1011 (Fla. 2d DCA 2005). Implied preemption is found when the State's regulatory scheme is pervasive and local legislation presents a danger of conflict with State regulations. See *Classy Cycles, Inc. v. Bay Cnty.*, 201 So. 3d 779 (Fla. 1st DCA 2016).

⁴ See enclosed specification sheet. In other modes, such as “Eco Mode” or “Super Eco Mode,” the decibel levels are lower – 60.9 decibels and 59.5 decibels, respectively.

⁵ See TOWN OF JUPITER ISLAND, FLA., Ordinances Ch. 9, Art. III, Sec. 9-62, Construction related activities; lawn maintenance activities (2023).

decibels.⁶ Syd Hobbs of Construction Technology, Inc., the seawall contractor (“Con-Tech”), confirms that the Silent Piler™ machinery is less noisy than the ambient environment, like ocean waves, the breeze, and traffic from South Beach Road. The low volume, combined with the ambient environment and distance, will render the noise from this equipment imperceptible from outside the property.

Additionally, care was taken to develop a construction schedule that avoids impacts to the neighboring community. My client’s general contractor and seawall contractor, Sands Construction and Con-Tech, estimate that with construction staging commencing in October, seawall construction activities will be finalized by February 20, 2026, and demobilization will be completed on or before March 1, 2026. The first half of construction will be the most “intense” phase, consisting of removing the existing seawall and installing sheet wall piles. The sheet wall piles are scheduled to be installed by December 5, 2025. Afterwards, the project resembles home construction – concrete is poured, the seawall cap is installed, grading is adjusted, sand is backfilled around the seawall, and vegetation is replanted. No work will occur during the Thanksgiving Holiday, the Christmas Holiday, and the New Year’s Holiday. The Town’s winter season hours, 8:30 AM to 5:30 PM Monday through Friday, will be observed by the construction crew.

From a public policy standpoint, the Town Commission should review seawall winter waiver requests differently than ordinary construction related winter waivers. Many Island Core homes and the Jupiter Island Beach Club in the stretch from the Hobe Sound Public Beach to near 293 South Beach Road are protected by seawalls.⁷ If the Town Commission were to take the stance that no oceanfront seawalls should be replaced, unless such construction were to occur during the summer months, this would potentially endanger these properties during severe storm surge events and could result in millions of dollars in damages to Town residents. As previously described, Isiminger and Stubbs is concerned that the failure of this seawall could result in potentially dangerous debris scattered across nearby properties and the beach. If this logic was taken to the extreme and no oceanfront seawall replacement was ever permitted, this would all but ensure failure of some seawalls and dispersal of debris across Jupiter Island beaches.

Historically, oceanfront seawall winter waiver requests were granted by either the Town Commission or the Building Department. There have been at least six oceanfront seawall construction projects that began construction during the Town’s Winter Season since 2010.⁸ While Town Staff and Commissioners changed over the

⁶ Due to the inverse square law of physics, decibels are decreased by 6 each time a distance is doubled. Based on this, at fifty feet, the sound will be approximately 39.34 decibels – or about as quiet as a refrigerator or a quiet office.

⁷ There are also seawalls and shore armoring in other locations of the Island, like 382 South Beach Road, but this particular area is heavily protected by seawalls.

⁸ Isiminger & Stubbs performed projects at 275 & 281 South Beach Road, 283 & 285 South Beach Road, 257, 259, & 260 South Beach Road, 291 South Beach Road, 231 South Beach Road, and 185 South Beach Road. It is likely other oceanfront seawalls were approved and constructed during this period of time but approved by other consultants.

years, the regulations have stayed the same.⁹ These various officials understood the conflict between state and local regulations, as well as the need to balance conservation with the impacts of construction on the Island. It is important for the Town to apply these regulations uniformly. My client's proposed construction will be consistent with FDEP regulations and will mitigate impacts to the maximum extent possible. Failure to approve my client's request would likely be arbitrary, discriminatory, and unreasonable based on the proposed construction plan, the Town's prior interpretations for similar seawalls, and the compelling rationale to comply with state environmental regulations.¹⁰

Another issue is that of preemption. State laws are superior to municipal ordinances and, as such, local rules must not conflict with any controlling state provision.¹¹ Local rules must yield to state statutes.¹² A local government's regulation is inconsistent with state law if it directly conflicts with a state statute or if the legislature has preempted a particular subject area.¹³ Preemption may either be explicit or by implication.¹⁴ When analyzing preemption, the test of conflict between a local ordinance and state law is whether one must violate one provision in order to comply with the other,¹⁵ or, put another way, whether the two legislative enactments cannot coexist.¹⁶ Express preemption of a local ordinance by state law requires a specific legislative statement, without implication or inference, with clear language.¹⁷ Implied preemption is a decision by a court to create preemption in the absence of an explicit legislative directive¹⁸ and only occurs where the legislative scheme is so pervasive as to evidence an intent to preempt the particular area, and strong public policy reasons exist for finding preemption.

While it is clear that the legislature has not expressly preempted the construction of oceanfront seawalls during the summer months, the legislature has created a pervasive regulatory scheme for the protection of sea turtles. Florida Statute 379.2431 provides for the protection of marine turtles and empowers the FDEP to "condition the nature, timing, and sequence of construction of permitted activities to provide protecting to nesting marine turtles and hatchlings and their habitat..."¹⁹ This regulatory scheme also extends to the Florida Administrative Code. Rule 62B-41.005

⁹ It is important to note that this seawall replacement project will likely be less impactful than prior installations, due to the use of new, quieter techniques and machinery to install the sheet wall piles.

¹⁰ See Bd. of County Comm'rs v. Snyder, 627 So. 2d 474, 476 (Fla. 1993).

¹¹ See Classy Cycles, Inc. v. Bay County, 201 So. 3d 779 (Fla. 1st DCA 2016).

¹² See Masone v. City of Aventura, 147 So. 3d 492 (Fla. 2014) (holding that a city's use of image capturing technology for enforcing laws related to traffic signals was expressly preempted by state law).

¹³ See Magnolia Florida Tax Certificates, LLC v. Florida Department of Revenue, 266 So. 3d 1190 (Fla. 1st DCA 2018).

¹⁴ See Phantom of Clearwater, Inc. v. Pinellas County, 894 So. 2d 1011 (Fla. 2d DCA 2005).

¹⁵ See Jackson v. Leon County Elections Canvassing Bd., 204 So. 3d 571 (Fla. 1st DCA 2016).

¹⁶ See Sarasota Alliance for Fair Elections, Inc. v. Browning, 28 So. 3d 880 (Fla. 2010).

¹⁷ See D'Agastino v. City of Miami, 220 So. 3d 410 (Fla. 2017).

¹⁸ See Phantom, 894 So. 2d 1011 (Fla. 2d DCA 2005).

¹⁹ See Fla. Stat. § 379.2431(g)(2003).

provides for monitoring programs to ensure that construction does not negatively affect marine turtles.²⁰

The FDEP has exercised this regulatory scheme through their issuance of the permit to construct the seawall at 251 South Beach that contains certain restrictions and requirements, one of which is that construction must occur from November 1st to March 1st. It is clear that this pervasive regulatory scheme is at odds with the Town's Winter Noise Ordinance as it applies to seawall construction. Additionally, the protection of marine turtles, a state and federally protected species, qualifies as a strong public policy reason for preemption, especially when weighed against the competing public policy rationale for the Winter Noise Ordinance.²¹ Based on this, it is likely that the Town's Winter Noise Ordinance, as it relates to oceanfront seawall construction, would not withstand preemption scrutiny.

Furthermore, prohibiting my client from constructing the seawall during the winter months to avoid disturbing sea turtles is at odds with the spirit of the Town's Comprehensive Plan. Policy 05.01.02.02 of the Comprehensive Plan states that "[b]each activities, including recreation, beach cleaning and lighting of beach structures should continue to be regulated in a manner that protects sea turtle nesting areas from unreasonable disturbance in accordance with all applicable Federal and State regulations and Town Ordinances..." Based on prior conversations with the Town's Senior Biologist, Peter Quincy, the best way to accomplish this for the replacement of a seawall is to avoid work from March 2nd to October 31st. According to historic data compiled by Mr. Quincy, sea turtles rarely nest on Island beaches during the winter months. In the spring, this number begins to increase before "exploding" in May. Scheduling construction from November 1st to March 1st will be the best way to comply with the spirit of the Policy 05.01.02.02 of the Town's Comprehensive Plan.

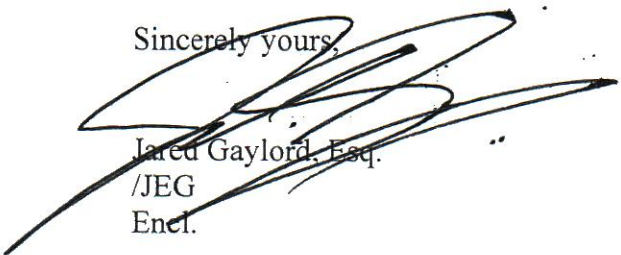
Completion of this seawall replacement during the Winter Season will comply with all relevant FDEP permit requirements and will protect the residence at 251 South Beach Road and adjacent neighbors from potential impacts of storm surge during a catastrophic weather event. Additionally, my client's project team has taken great care to reduce potential construction impacts on neighbors. Any oceanfront seawall construction on Jupiter Island will require a similar "winter construction waiver" due to the conflict between State and local regulations. Other residences have been granted winter waivers for seawall construction. In order to comply with State regulations and the spirit of the Town's Comprehensive Plan, my client respectfully requests that the winter noise ordinance and restrictive equipment prohibitions be waived for this project.

²⁰ Rule § 62B-41.005(16)(2023).

²¹ The protection of critically endangered species is a paramount public policy concern over the potential for temporary disturbance of neighbors due to construction activity.

Thank you for your consideration of this request. If you have any questions or concerns regarding this matter, please do not hesitate to contact the undersigned.

Sincerely yours,



Jared Gaylord, Esq.
/JEG
Encl.

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN by these presents, that I, Edward Hersey Hamm, Jr., individually and as trustee of the Edward Hersey Hamm, Jr. Revocable Trust, dated November 2, 2011, the undersigned hereby authorize, **JARED GAYLORD, ESQUIRE** to serve as my Attorney-in-Fact, to execute any and all documents necessary and to perform any such acts as he deems necessary for the development of the following described property, including but not limited to executing any documentation, contracts, and all other closing documentation, transacting business with local governmental agencies, building officials, contractors, utilities and other service providers on my behalf.

Legal Description

See attached Exhibit "A"

Giving and granting unto, **JARED GAYLORD, ESQUIRE** full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, with regard to the purchase of the above referenced property to all intents and purposes as we might or could do if personally present, hereby ratifying and confirming all that, **JARED GAYLORD, ESQUIRE** my Attorney-in Fact, shall lawfully do or cause to be done by virtue hereof.

This power of attorney shall not be affected by the passage of time or by any subsequent incapacity or disability of the undersigned and shall have the same effect and enure to my benefit and bind myself, my heirs, successors and my personal representatives.

Signed in the presence of:

Edward Hersey Hamm, Jr. Revocable Trust
dated November 2, 2011

WHA
Print Name: Katherine Haskins

EHH
Edward Hersey Hamm, Trustee

Sheryl Bale
Print Name: Sheryl Bale

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of May, 2021, by Edward Hersey Hamm, Jr. individually and as trustee of the Edward Hersey Hamm, Jr. Revocable Trust, dated November 2, 2011, who is ☒ personally known to me or who ☐ produced _____ as identification, who executed the foregoing instrument and executed the same freely and voluntarily for the purposes therein expressed.



Sheryl A. Bale
NOTARY PUBLIC
Printed Name: Sheryl Bale

EXHIBIT "A"

The South 50 of Lot 109 lying East of Beach Road, the North 225 feet of Lot 110 lying East of Beach Road, the North 25 feet of the South 105 feet of Lot 110 lying East of Beach Road, plat of Gomez Grant and Jupiter Island in Plat Book 1, Page 80, Palm Beach (now Martin) County, Florida, Public Records.

a/k/a 251 South Beach Road, Hobe Sound, FL 33455

together with

A tract of land lying partially in Lot 110 and 111, Plat of Gomez Grant and Jupiter Island, plat Book 1, Page 80, Public Records of Palm Beach County, Florida, (now Martin County) all lying East of State Road 707, and more particularly described as follows:

Begin where the North line of the South 80 feet of said Lot 110 intersects the centerline of said State Road 707; thence run South $10^{\circ} 06' 33''$ East, along said centerline a distance of 185.37 feet; thence run East a distance of 138.39 feet; thence run South $76^{\circ} 25' 59''$ East a distance of 117.27 feet; thence run East a distance of 300 feet, more or less, to the waters of the Atlantic Ocean; then meander said waters Northerly to the Point of Intersection with said North line of the South 80 feet of Lot 110; thence run West, along said North line, a distance of 512 feet, more or less, to the Point of Beginning; less right of way of State Road 707.

a/k/a 255 South Beach Road, Hobe Sound, FL 33455

Basic Info

PIN	AIN	Situs Address	Website Updated
35-38-42-002-109-00370-7	57248	251 SOUTH BEACH RD JUPITER ISLAND FL	8/27/25

General Information

[CHANGE MAILING ADDRESS](#)

[SIGN UP FOR PROPERTY FRAUD ALERT](#)

Property Owners

EDWARD HERSEY HAMM JR REVOCABLE TRUST
HAMM EDWARD HERSEY JR (TTEE)

Parcel ID

35-38-42-002-109-00370-7

Use Code/Property Class

0100 - 0100 Single Family

Mailing Address

251 SOUTH BEACH RD
HOBE SOUND FL 33455

Account Number

57248

Neighborhood

135710 Jupiter Island - Ocean

Tax District

JUPITER ISLAND

Property Address

251 SOUTH BEACH RD JUPITER ISLAND FL

Legal Acres

5.3

Legal Description

THE SOUTH 50 FT OF LOT 109 EAST OF ROW (...)

Ag Use Size (Acre\Sq Ft)

N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2025	\$ 33,660,000	\$ 3,673,200	\$ 37,333,200	\$ 17,221,998	\$ 20,111,202	\$ 50,722	\$ 20,060,480

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date

12/6/11

Grantor (Seller)

OFFUTT JANE P (TR) ESTATE

Doc Num

2306025

Sale Price

\$ 11,000,000

Deed Type

Wd Full Covenant and Warranty Deed

Book & Page

2549 2709

Legal Description

THE SOUTH 50 FT OF LOT 109 EAST OF ROW (BEACH RD) AND THE NORTH 225 FT OF LOT 110 LYING EAST OF ROW AND THE NORTH 25 FT OF THE SOUTH 105 FT OF LOT 110 EAST OF ROW (ACCORDING TO GOMEZ AND JUPITER ISLAND PLAT BOOK 1 PAGE 80) TOGETHER WITH A TRACT OF LAND LYING PARTIALLY IN LOT 110 AND 111 (PLAT OF GOMEZ GRANT AND JUPITER ISLAND PLAT BOOK 1 PAGE 80 PUBLIC RECORDS PALM BEACH NOW MARTIN) DESCRIBED AS FOLLOWS; BEGINNING WHERE THE NORTH LINE OF THE SOUTH 80 FT LOT 110 INTERSECTS CENTERLINE OF STATE RD 707 THENCE SE ALONG CENTERLINE 185.37 FT THEN EAST 138.39 FT THEN SE 117.27 FT THEN EAST 300 FT TO THE WATERS OF THE ATLANTIC OCEAN THEN MEANDER NORTH ALONG SAID WATERS TO POINT OF INTERSECTION WITH NORTH LINE OF THE SOUTH 80 FT OF LOT 110 THEN WEST ALONG NORTH LINE 512 FT TO POB (less ROW) (UNITY OF TITLE OR BK 3200 PG 2385)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Prepared by and Return to:
LEE B. SAYLER, P.A.
1662-A North U. S. Highway One
Jupiter, Florida 33469

INSTR # 2306025
OR BK 02549 PG 2709
Pgs 2709 - 2711 (3 pgs)
RECORDED 12/08/2011 12:54:11 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 77,000.00
RECORDED BY S Phoenix

WARRANTY DEED

THIS INDENTURE, made this 6 day of Dec, 2011. Between **MARY JANE OFFUTT LEITCH** formerly known as **MARY JANE OFFUTT MOCHWART**, a single woman, of the County of Montgomery, State of Maryland, individually and as Successor Co-Trustee of the **GEORGE W. OFFUTT, III, DECLARATION OF TRUST DATED MAY 1, 1984**, and **PEGGY O. DILLARD** formerly known as **PEGGY O. LANE** a married woman, of the County of Palm Beach, State of Florida, Individually and as Successor Co-Trustee of the **GEORGE W. OFFUTT, III, DECLARATION OF TRUST DATED MAY 1, 1984**, together having full power and authority to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real property described herein, grantor*, and **EDWARD HERSEY HAMM, JR.**, a single man, as Trustee of the **EDWARD HERSEY HAMM, JR., REVOCABLE TRUST DATED NOVEMBER 2, 2011**, having full power and authority to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 10 Isle Ridge, Hobe Sound, of the County of Martin, State of Florida 33455, grantee*, Witnesseth.

That said grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to-wit:

The South 50 feet of Lot 109 lying East of Beach Road, the North 225 feet of Lot 110 lying East of Beach Road, the North 25 feet of the South 105 feet of Lot 110 lying East of Beach Road, plat of Gomez Gant and Jupiter Island in Plat Book 1, Page 80, Palm Beach (now Martin) County, Florida, Public Records.

PARCEL IDENTIFICATION NUMBER: 35-38-42-002-109-00370.70000

SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF PUBLIC RECORD, ZONING, AND TAXES FOR THE YEAR 2012 AND THEREAFTER.

THE SUBJECT PROPERTY IS NOT THE HOMESTEAD OF EITHER GRANTOR. **MARY JANE OFFUTT LEITCH** formerly known as **MARY JANE OFFUTT MOCHWART** resides at 4411 Chalfont Place, Bethesda, Maryland 20816. **PEGGY O. DILLARD** formerly known as **PEGGY O. LANE** as resides at 210 El Dorado Lane, Palm Beach, Florida 33480.

and said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above

written. Signed, sealed and delivered in our presence:

WITNESSES AS TO MARY JANE OFFUTT LEITCH:
formerly known as MARY JANE OFFUTT MOCHWART

Judith L. Coughlin
, Witness

Mary Jane Offutt Leitch
MARY JANE OFFUTT LEITCH formerly
known as MARY JANE OFFUTT MOCHWART

Printed Name JUDITH L. Coughlin

Lee B Saylor
, Witness

Printed Name Lee B Saylor

WITNESSES AS TO PEGGY O. DILLARD
formerly known as PEGGY O. LANE

Judith L. Coughlin
, Witness

Peggy O. Dillard
PEGGY O. DILLARD formerly known as
PEGGY O. LANE

Printed Name Judith L. Coughlin

Lee B Saylor
, Witness

Printed Name Lee B Saylor

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments and administer oaths, personally appeared **MARY JANE OFFUTT LEITCH** formerly known as **MARY JANE OFFUTT MOCHWART**, personally known to me to be the person described therein or who has produced her Driver Lic as identification and executed the foregoing instrument and she acknowledged before me that she executed the same and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Dec, 2011.



Lee B Saylor
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments and administer oaths, personally appeared **PEGGY O. DILLARD** formerly known as **PEGGY O. LANE**, personally known to me to be the person described therein or who has produced her

FL D/L as identification and executed the foregoing instrument and she acknowledged before me that she executed the same and ~~did~~ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of Dec, 2011.

Lee B Saylor
NOTARY PUBLIC
My Commission Expires:



Copy

Copy

Copy



**HONORABLE
RUTH PIETRUSZEWSKI, CFC**

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

Property Address 251 SOUTH BEACH RD
Legal Description THE SOUTH 50 FT OF LOT 109 EAST OF ROW (BEACH RD) AND
THE NORTH 225 FT OF LOT 110 LYING EAST OF ROW
See Additional Legal on Tax Roll

REAL ESTATE

2024 MARTIN COUNTY
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

EDWARD HERSEY HAMM JR REVOCABLE TRUST
HAMM EDWARD HERSEY JR (TTEE)
251 SOUTH BEACH RD
HOBE SOUND, FL 33455

PARCEL ID: 35-38-42-002-109-00370.70000
ALTERNATE ID: 57248
ESCROW CODE:



SCAN TO VIEW YOUR
BILL ONLINE!

If Paid By Nov 30, 2024
Please Pay \$317,229.47

Paid \$317,229.47 11/21/2024

Ad Valorem Assessments

Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
JUPITER ISLAND-AD VAL-OP	772-545-0100	2.8086	19,544,414	50,000	19,494,414	54,752.01
JUPITER ISLAND-EROSION	772-545-0100	0.9593	19,544,414	50,000	19,494,414	18,700.99
JUPITER ISL-DEBT SERVICE	772-545-0100	0.2273	19,544,414	50,000	19,494,414	4,431.08
SCHOOL-GENERAL FUND	772-219-1200 ext 30273	3.0770	19,544,414	25,000	19,519,414	60,061.24
SCHOOL CAPITAL OUTLAY	772-219-1200 ext 30273	1.5000	19,544,414	25,000	19,519,414	29,279.12
SCHOOL - DISCRETIONARY	772-219-1200 ext 30273	0.7480	19,544,414	25,000	19,519,414	14,600.52
SCHOOL ADDTNL VOTER MIL	772-219-1200 ext 30273	0.4250	19,544,414	25,000	19,519,414	8,295.75
CHILDRENS SERVICES ORDNCs	772-288-5758	0.3618	19,544,414	50,000	19,494,414	7,053.08
FL-INLAND NAVIGATION DIST	561-627-3386	0.0288	19,544,414	50,000	19,494,414	561.44
S. FLA WTR MGMT	561-686-8800	0.2301	19,544,414	50,000	19,494,414	4,485.67
COUNTY-GENERAL FUND-OP	772-463-2868	6.5776	19,544,414	50,000	19,494,414	128,226.46
MILLAGE CODE 4300		TOTAL MILLAGE	16.9435	TOTAL AD VALOREM TAXES		\$330,447.36

Exemptions

ADDL HOMESTEAD
HOMESTEAD

Non Ad Valorem Assessments

Levying Authority	Telephone	Rate (\$ per unit)	Tax Amount
TOTAL NON AD VALOREM TAXES			\$0.00
TOTAL			\$330,447.36

*SEE REVERSE SIDE FOR INSTRUCTIONS PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT
OR PAY CURRENT TAXES ONLINE AT [HTTP://MARTINTAXCOLLECTOR.COM](http://MARTINTAXCOLLECTOR.COM)

2024

Make checks payable to: Ruth Pietruszewski, Tax Collector

Mail payments to: 3485 SE Willoughby Blvd Stuart, FL 34994 (772) 288-5600

CANADIAN CHECKS MUST BE PAYABLE IN U.S. FUNDS & DRAWN ON A U.S. BANK **DO NOT SEND CASH**

PARCEL ID: 35-38-42-002-109-00370.70000

ALTERNATE ID: 57248

ESCROW CODE:

EDWARD HERSEY HAMM JR REVOCABLE TRUST
HAMM EDWARD HERSEY JR (TTEE)
251 SOUTH BEACH RD
HOBE SOUND, FL 33455

Please check one box. Current taxes are processed by the month they are postmarked. Delinquent taxes are processed by the date they are received.

☐	Nov 30, 2024	\$317,229.47
☐		
☐		
☐		
☐	Paid By Edward H Hamm Jr	
☐	Paid \$317,229.47	11/21/2024
TAXES BECOME DELINQUENT APRIL 1 - ADD 3% PLUS FEES		

Notice: If taxes on your property are not paid in full, a tax certificate will be sold for the delinquent taxes.





STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8570

PERMIT NUMBER: MI000625 AR

PERMITTEE

Edward H. Hamm, Jr.,
Revocable Trust Dated November 2, 2011
c/o Mark A. Powell, P.E.,
Isiminger & Stubbs Engineering, Inc.
649 U.S. Highway 1, Suite 9
North Palm Beach, Florida 33408

NOTICE TO PROCEED AND PERMIT FOR CONSTRUCTION OR OTHER ACTIVITIES PURSUANT TO SECTION 161.053, FLORIDA STATUTES

FINDINGS OF FACT: An application for authorization to conduct the activities seaward of the coastal construction control line that are indicated in the project description, was filed by the applicant/permittee named herein on August 24, 2022, and was determined to be complete pursuant to rule on August 25, 2022.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that upon compliance with the permit conditions, the activities indicated in the project description of this permit are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; that the work is expendable in nature and/or is appropriately designed in accordance with Section 62B-33.0051, Florida Administrative Code. Based on the foregoing considerations, the Department approves the application; authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) and the General Permit Conditions which are by this reference incorporated herein, and any additional conditions shown below, pursuant to Section 161.053(4), Florida Statutes.

EXPIRATION DATE: August 16, 2027

LOCATION: Between approximately 116 feet and 626 feet north of the Department of Environmental Protection's reference monument R-103, in Martin County. Project address: 251 South Beach Road, Jupiter Island.

PROJECT DESCRIPTION:

Anchored, Steel Sheet Pile Bulkhead Landward of Existing Bulkhead (Major Reconstruction of Coastal Armoring)

1. Location relative to control line: Varies from a maximum of 226.5 feet to 235.8 feet seaward, on the north and south ends, respectively.
2. Length of bulkhead: 515.5 linear feet.
3. Cap elevation: + 14.5 feet (NAVD).

4. Bottom elevation of sheet piles: - Varies from -14.0 feet to -19.0 feet (NAVD).
5. Length of return wall: 125.7 linear feet.

Excavation/Fill

1. Volume of excavation seaward of the control line:
 - 1.1. Temporary: Approximately 9,531 cubic yards.
 - 1.2. Permanent: Approximately 260 cubic yards.
2. Location of excavation:
 - 2.1. Temporary: To be located a maximum distance of 246.0 feet seaward of the control line.
 - 2.2. Permanent: To be located a maximum distance of 236.0 feet seaward of the control line.
3. Volume of fill to be placed:
 - 3.1. Temporary: Approximately 9,531 cubic yards.
 - 3.2. Permanent: Approximately 260 cubic yards.
4. Location of fill to be placed:
 - 4.1. Temporary: To be located a maximum distance of 253.0 feet seaward of the control line.
 - 4.2. Permanent: To be located a maximum distance of 232.0 feet seaward of the control line.

Other Activities

1. Demolition of existing structures as required for new construction activities. **See Special Permit Condition 2.**
2. Dune Replacement of dune vegetation as identified in the approved plans. **See Special Permit Condition 5.**

SPECIAL PERMIT CONDITIONS:

1. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the owner or authorized agent, and a staff representative of the Department to establish an understanding among the parties as to the items specified in the special and general conditions of the permit. The proposed locations of the structures shall be staked out for the conference. **Contact Jason Spanier at (850) 510-5619 or email Jason.Spanier@FloridaDEP.gov to schedule a preconstruction conference.**
2. All rubble and debris existing on the lot or resulting from new construction shall be removed and disposed of in a location landward of the coastal construction control line.
3. All excavated material shall be maintained on site seaward of the coastal construction control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This material shall be free of construction debris, rocks, or other foreign matter.

4. All fill material shall be obtained from a source landward of the control line and shall be consistent with the criteria specified in Rule 62B-33.005(7), Florida Administrative Code, and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative during the preconstruction conference.
5. Plantings shall conform to the approved planting plan. Removal of invasive plant species and landscape and dune enhancement plant installation shall not cause the removal of existing salt-tolerant native vegetation.
6. No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat or on any part of the sandy beach, or seaward of rigid coastal armoring during marine turtle nesting season, March 1 through October 31.
7. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.
8. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.
9. Permittee shall submit compliance reports as specified in Special and General Permit Conditions of this permit. General Permit Condition 1(r) pertain to a written report which must be submitted to the Department of Environmental Protection at specified times. The form for the report: 1(r) Final Certification (DEP Form 73-115B) is available by clicking on the following link <http://www.dep.state.fl.us/beaches/forms.htm#CCCL>. The form may be submitted electronically.

GENERAL PERMIT CONDITIONS:

(1) The following general permit conditions shall apply, unless waived by the Department or modified by the permit:

(a) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by the Department as part of the permit. Deviations therefrom, without written approval from the Department, shall be grounds for suspension of the work and revocation of the permit pursuant to section 120.60(7), F.S., and shall result in assessment of civil fines or issuance of an order to alter or remove the unauthorized work, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized without prior written approval from the Department. A copy of the notice to proceed shall be conspicuously displayed at the project site. Approved plans shall be made available for inspection by a Department representative.

(b) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles, their nests and habitat, or adjacent property and structures.

(c) The permittee shall allow any duly identified and authorized member of the Department to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department until all construction or activities authorized or required in the permit have been completed and all project performance reports, certifications, or other documents are received by the Department and determined to be consistent with the permit and approved plans.

(d) The permittee shall hold and save the State of Florida, the Department, and its officers and employees harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

(e) The permittee shall allow the Department to use all records, notes, monitoring data, and other information relating to construction or any activity under the permit, which are submitted, for any purpose necessary except where such use is otherwise specifically forbidden by law.

(f) Construction traffic shall not occur and building materials shall not be stored on vegetated areas seaward of the control line unless specifically authorized by the permit. If the Department determines that this requirement is not being met, positive control measures, such as temporary fencing, designated access roads, adjustment of construction sequence, or other requirements, shall be provided by the permittee at the direction of the Department. Temporary construction fencing shall not be sited within marine turtle nesting habitats.

(g) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored as prescribed in the permit with suitable fill material or revegetated with appropriate beach and dune vegetation. When required for mitigation, dune vegetation will be considered successfully established if within 180 days of planting, a minimum of 80 percent of the planting units survive, a minimum of 80 percent of the planted area is covered with native species and the vegetation is continuous without gaps along the shoreline.

(h) All fill material placed seaward of the CCCL shall meet the requirements of subsection 62B-33.005(7), F.A.C. All such fill material shall be free of construction debris, rocks, clay, or other foreign matter; and shall be obtained from a source landward of the CCCL.

(i) If surplus sand fill results from any approved excavation seaward of the control line, such material shall be distributed seaward of the control line on the site, as directed by the Department, unless otherwise specifically authorized by the permit. Sand fill placed seaward of the frontal dune, bluff or coastal armoring in marine turtle nesting habitat shall be configured such that it does not interfere with marine turtle nesting.

(j) Any native salt-tolerant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of the Department, with other native salt-tolerant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the Department, all plants installed in beach and coastal areas – whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise – shall be of species indigenous to Florida beaches and dunes, such as sea oats, sea grape, saw palmetto, panic grass, saltmeadow hay cordgrass, seashore saltgrass, and railroad vine, and grown from stock indigenous to the region in which the project is located.

(k) All topographic restoration and revegetation work is subject to approval by the Department, and the status of restoration shall be reported as part of the final certification of the actual work performed.

(l) If not specifically authorized elsewhere in the permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle nesting season. The marine turtle nesting season is May 1 through October 31 in all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties where leatherback turtle nesting occurs during the period of March 1 through October 31.

(m) If not specifically authorized elsewhere in the permit, no temporary lighting of the construction area is authorized at any time during the marine turtle nesting season and no additional permanent exterior lighting is authorized.

(n) All non-opaque walls, balcony railings, deck railings, windows and doors visible from any point on the beach must be tinted to a transmittance value (light transmission from inside to outside) of 45 percent or less through the use of tinted glass or window film.

(o) The permit has been issued to a specified property owner and is not valid for any other person unless formally transferred. An applicant requesting transfer of the permit shall sign the permit transfer agreement form, agreeing to comply with all terms and conditions of the permit, and return it to the Department. The transfer request shall be provided on the form entitled "Permit Transfer Agreement" – DEP Form 73-103 (Revised 1/04), which is hereby adopted and incorporated by reference. No work shall proceed under the permit until the new owner has received a copy of the transfer agreement approved by the Department. A copy of the transfer agreement shall be displayed on the construction site along with the permit. An expired permit shall not be transferred. Copies of the "Permit Transfer Agreement" form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(p) The permittee shall immediately inform the Department of any change of mailing address of the permittee and any authorized agent until all requirements of the permit are met.

(q) For permits involving habitable major structures, all construction on the permitted structure shall stop when the foundation pilings have been installed. At that time the foundation location form shall be submitted to and accepted by the Department prior to proceeding with further vertical construction above the foundation. The form shall be signed by a professional surveyor, licensed pursuant to chapter 472, F.S., and shall be based upon such surveys performed in accordance with chapter 472, F.S., as are necessary to determine the actual configuration and dimensioned relationship of the installed pilings to the control line. The information shall be provided to the Department using the form entitled "Foundation Location Certification" – DEP Form 73-114B (Revised 9/05), which is hereby adopted and incorporated by reference. Phasing of foundation certifications is acceptable. The Department shall notify the permittee of approval or rejection of the form within seven (7) working days after staff receipt of the form. All survey information upon which the form is based shall be made available to the Department upon request. Permits for repairs or additions to existing structures with nonconforming foundations are exempt from this condition.

(r) For permits involving major structures and exterior lighting on major structures, the permittee shall provide the Department with a report by a registered professional within 30 days following completion of the work. For permits involving armoring or other rigid coastal structures, the permittee shall provide the Department with a report by an engineer licensed in the State of Florida within 30 days following completion of the work. The report shall state that all locations specified by the permit have been verified and that other construction and activities authorized by the permit, including exterior lighting, have been performed in compliance with the plans and project description approved as a part of the permit and all conditions of the permit; or shall describe any deviations from the approved plans, project description, or permit conditions, and any work not performed. Such report shall not relieve the permittee of the provisions of paragraph 62B-33.0155(1)(a), F.A.C. If none of the permitted work is performed, the permittee shall inform the Department in writing no later than 30 days following expiration of the permit. The report shall be provided on the form entitled "Final Certification" DEP Form 73-115B (Revised 9/05), which is hereby adopted and incorporated by reference. Copies of the "Final Certification" form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(s) Authorization for construction of armoring or other rigid coastal structures is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department is not authorized and shall result in the assessment of an administrative fine and the issuance of an order to remove the partially constructed structure. Modifications to the project size, location, or structural design shall be authorized by the Department in accordance with rule 62B-33.013, F.A.C.

(2) The permittee shall not commence any excavation, construction, or other physical activity on or encroaching on the sovereignty land of Florida seaward of the mean high water line or, if established, the erosion control line until the permittee has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.

(3) The permittee shall obtain any applicable licenses or permits required by Federal, state, county, or municipal law.

(4) This permit does not authorize trespass onto other property.

(5) In the event of a conflict between a general permit condition and a special permit condition, the special permit condition shall prevail.

(6) Copies of any forms referenced above can be obtained by contacting the Department of Environmental Protection, 2600 Blair Stone Road, MS 3522, Tallahassee, Florida 32399-2400, at <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms> or by telephoning (850) 245-8570.

Approved plans are incorporated into this permit by reference.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

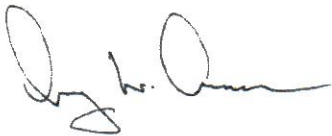
Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Doug W. Aarons, P.E., Program Administrator
Coastal Construction Control Line Program
Office of Resilience and Coastal Protection

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Mark Powell, P.E., Agent, mpowell@coastal-engineers.com
Ruben Cruz, Town of Jupiter Island, rcruz@tji.martin.fl.us
Jason Spanier, Field Inspector, Jason.Spanier@FloridaDEP.gov

PERMITTEE: Edward H. Hamm, Jr., Revocable Trust Dated November 2, 2011

PERMIT NUMBER: MI000625 AR

PAGE 9

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Derek Reed

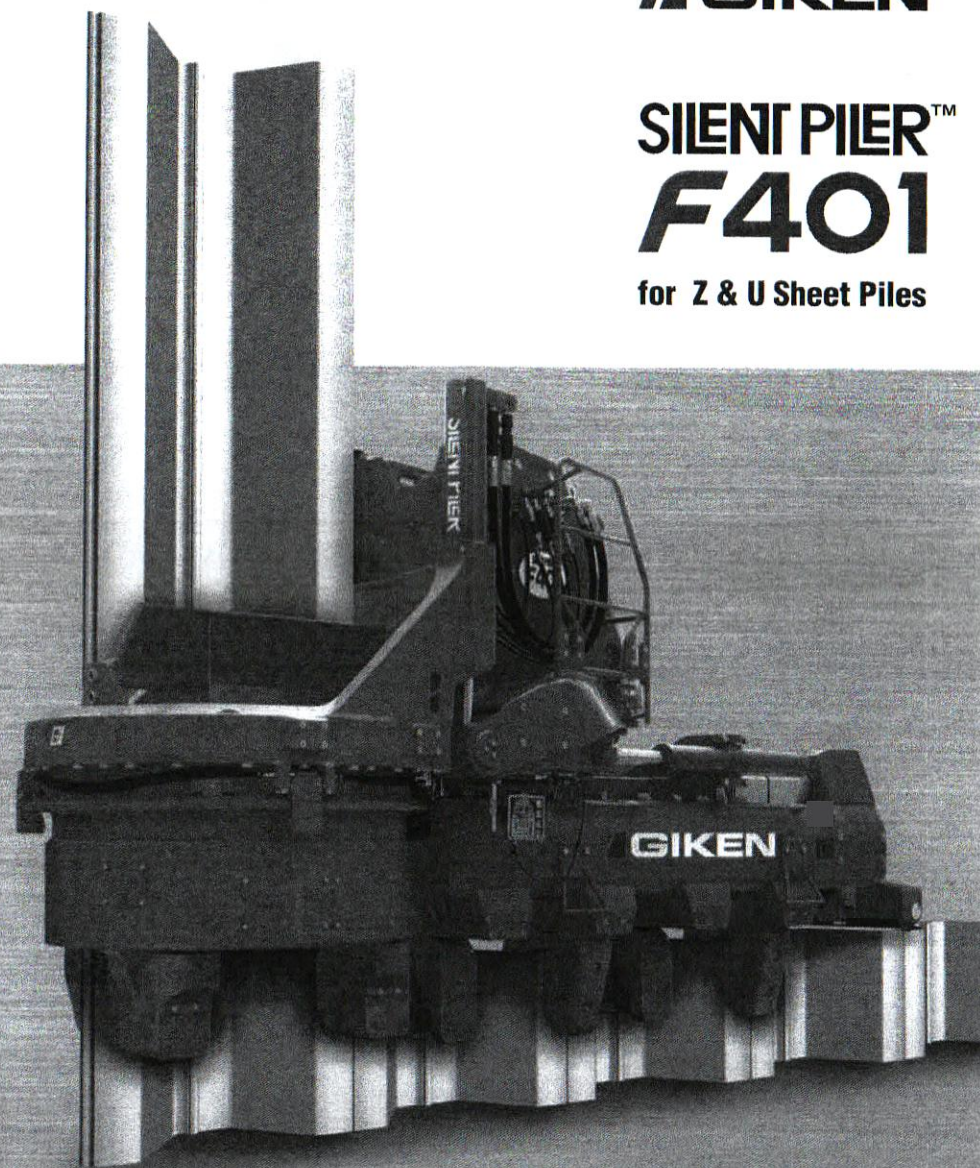
Clerk

8/16/2024

Date

GIKEN

SILENT PILER™
F401
for Z & U Sheet Piles



GIKEN

Construction Solutions Company

www.giken.com

CONTACT US



"SILENT PILER" is a registered trademark or trademark of GIKEN LTD. in the United States and other countries.

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T4_Ver 1.2ENua05 / 07 Jun 2023

Highly versatile modular model applicable to Z & U Sheet Piles

SILENT PILER™ F401

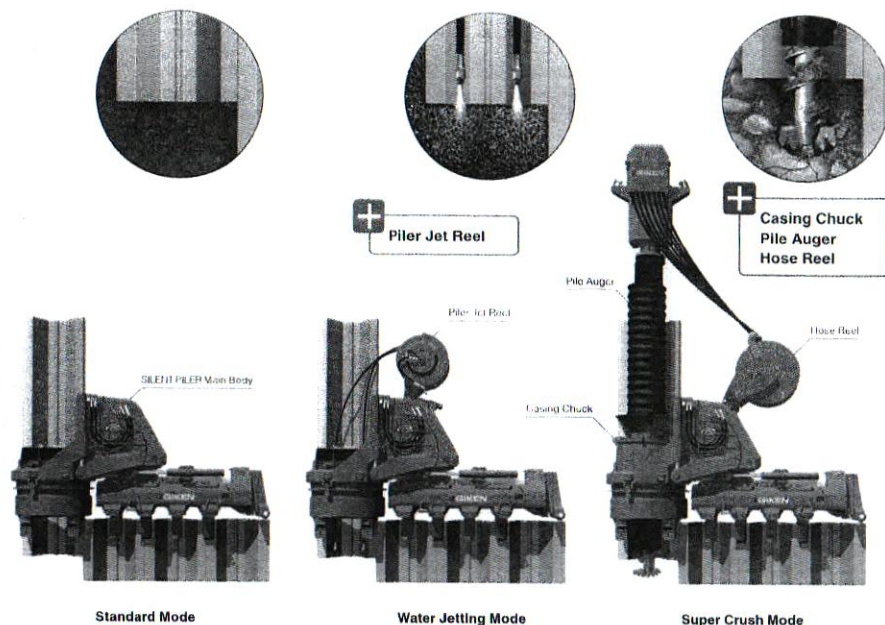
SILENT PILER F401

Flexible and Functional Formula

The F401 features a new modular design developed by optimizing all its parts while drastically modifying its structure, shape, and material. Not only are its main component parts more versatile; the F401 is also equipped with a cutting-edge control system that recognizes high functionality with a longer operation life.

1 Optimizing Work Efficiency with Modular Design

The SILENT PILER F401 is applicable to Standard, Water Jetting, and Super Crush press-in work by changing the chuck, chuck frame, and adaptable attachments. The machine can be utilized more efficiently since it adapts to various soil and working conditions.



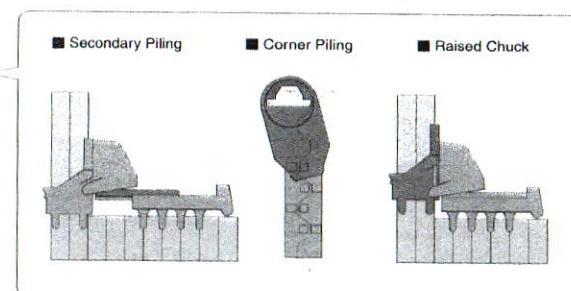
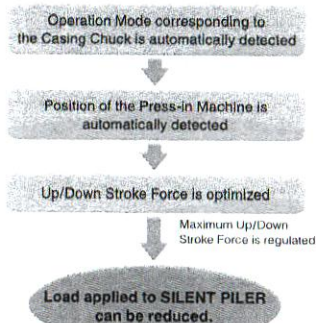
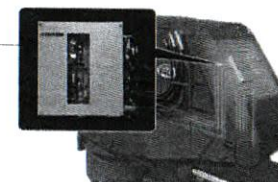
Standard Mode

Water Jetting Mode

Super Crush Mode

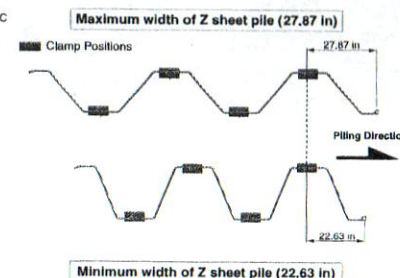
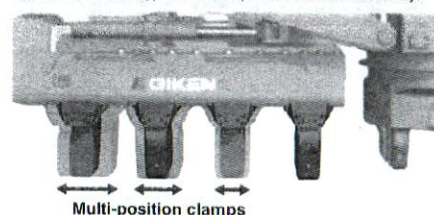
2 New Control System

The new control system manages the position of the press-in machine and controls load generation from press-in work during operation; maximizing the durability of each part. Also, control of the machine is remarkably improved by the Press-in Force Control System and the Phaseless Linear Auger Torque Control System.



3 Multi-position Clamps

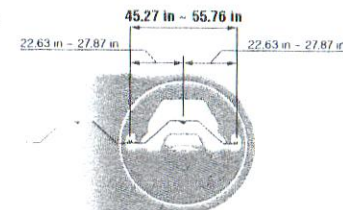
The clamp pitch is adjustable to multiple positions by using a hydraulic system for over 40 types of sheet piles without disassembly.



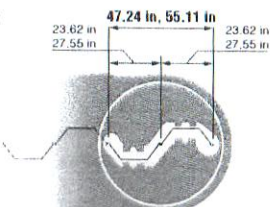
4 For Wider Z & U Sheet Piles

The F401 has been designed to press-in 2 sheet piles simultaneously up to a total width of 55.75 in.

Z Sheet Piles



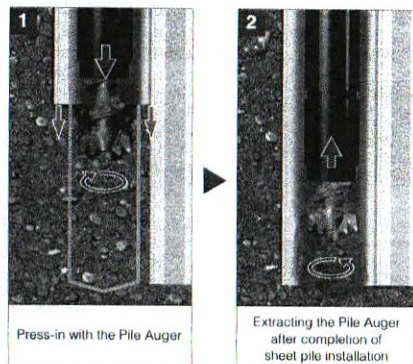
U Sheet Piles*



* F401 is designed to Press-in a pair of 23.62 in and 27.55 in U sheet piles in pairs by using Double U chuck attachment.

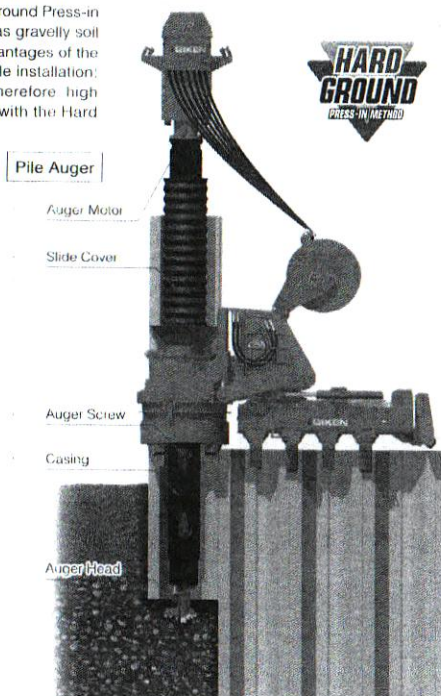
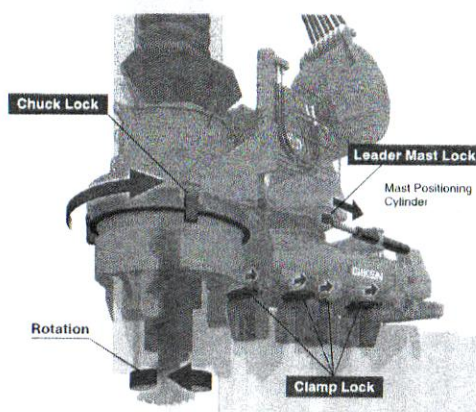
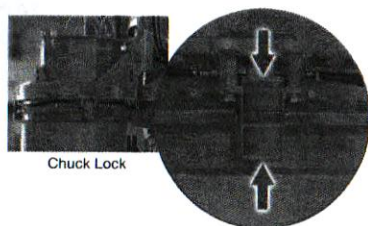
5 Pile Installation into Hard Ground

The "Pilot Coring Theory", GIKEN original theory, allows the Hard Ground Press-in Method to install sheet piles into difficult ground conditions such as gravelly soil and soils mixed with cobbles and boulders without losing the advantages of the Press-in Method. The augering area can be reduced to assist pile installation; minimizing volume of spoil and disturbance to the soil strata. Therefore, high bearing capacity is possible with sheet piles that are installed with the Hard Ground Press-in Method.



Locking Function

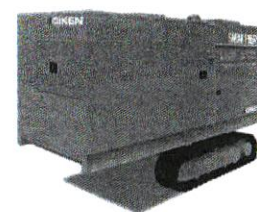
Lock functions in the leader mast, chuck, and clamps secure the SILENT PILER against drilling torque and increase drilling efficiency and accuracy of pile installation.



6 New Generation Power Unit EU300K4

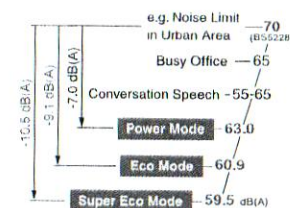
Low Emission Engine

The Power Unit for the F401 is a new generation model with environmentally friendly specifications. It is designed with strict concepts for clean emissions with high combustion efficiency and with GIKEN original hydraulic control technologies.



Ultra Low Noise Level

It clears allowable construction noise levels in many industrialized countries.



Standard Application of Biodegradable Oil

The F401 uses biodegradable PILER ECO OIL and PILER ECO Grease. Therefore, if hydraulic oil or grease is spilled into soil or water, there will be no environmental damage to the surrounding ecosystem. In addition, the machines are painted with TX-Free non-leaded paint*.

* Environmentally friendly paint which does not contain solvents, xylene, and lead based pigment.



7 Scientific Execution of Press-in Work & Advanced IT Functions

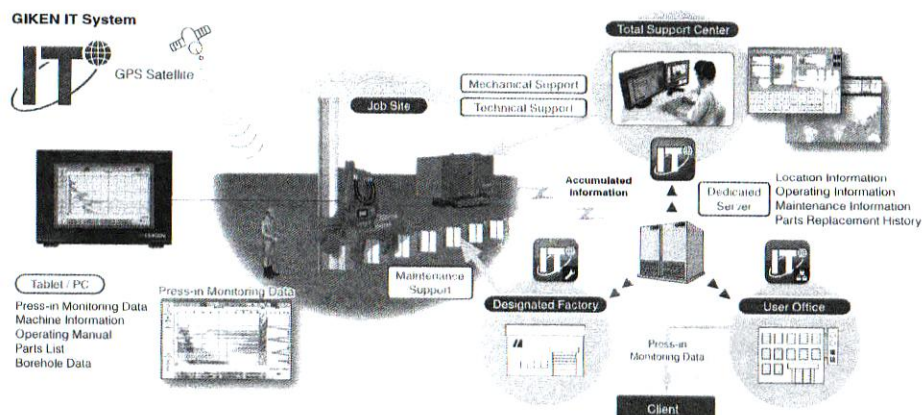
GIKEN IT System

GIKEN engineers can monitor individual SILENT PILER operating condition, maintenance records, and location. Quick advice for any technical difficulties is available promptly. Appropriate information can also be provided to prevent additional issues.

* The system is not available in the countries where authorization for usage cannot be acquired.

Press-in Monitoring and Data Logging System

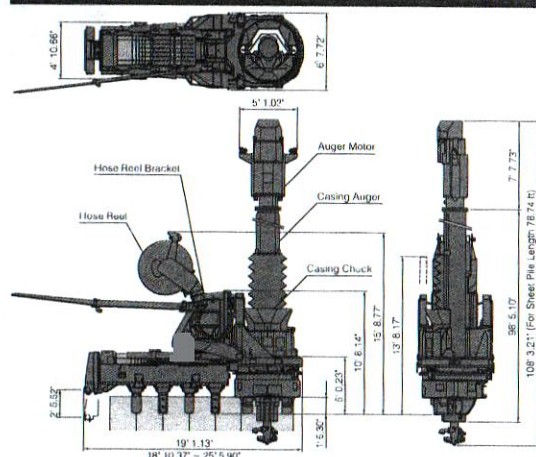
Press-in monitoring data can be used for quality control and for supporting information for foundations. Operators are able to keep working while checking data such as press-in force, auger torque, and working hours of press-in work on a tablet or PC (both devices optional).



Dimensions & Specifications

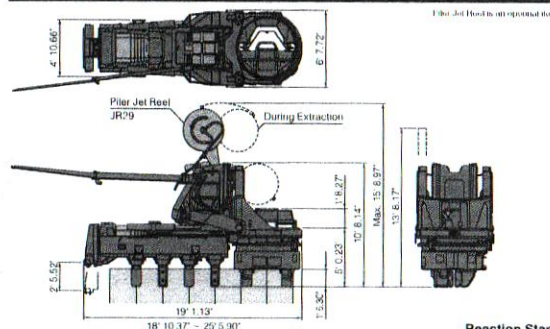
Super Crush Mode

F401-C1400

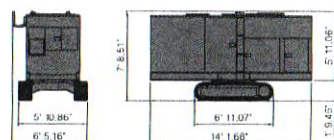


Standard / Water Jetting Mode

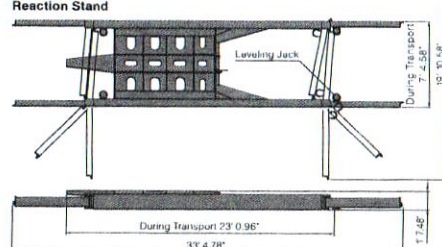
F401-1400



Power Unit



Reaction Stand



SILENT PIER	F401
Applicable Sheet Piles	Z Sheet Piles 22.63 ~ 27.87 in U Sheet Piles 23.62 ~ 27.55 in with Double U-Channel Attachment
Max. Press-in Force	134.8 ton(US) (Super Crush Mode)
Max. Extraction Force	168.6 ton(US) (Standard / RU Mode)
Stroke	39.37 in
Press-in Speed	4.2 ~ 88.5 ft/min (Standard Mode)
Extraction Speed	3.2 ~ 66.2 ft/min (Standard Mode)
Control System	Radio Control
Movement	Self-Moving

Super Crush Mode (Main Body, Hose Reel, Casting Chuck)	67615 lb
Water Jetting Mode (Main Body, Piler Jet Reel)	59194 lb
Standard Mode (Main Body)	56438 lb

Piler Jet Reel	JR29
Applicable Pile Length	Standard 52.49 ft (Max 88.58 ft*)
Mass	2756 lb

Hose Reel	HR17E
Mass (Standard)	6106 lb (including Hose Reel Bracket)

Pile Auger	PA20
Applicable Pile Length (Standard)	Max 78.74 ft*
Mass	Auger Motor 5599 lb Casing Auger 40256 lb Total Mass 45856 lb

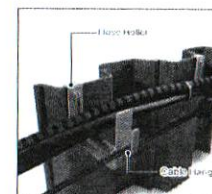
Power Unit	EU300K4
Power Source	Diesel Engine
Power Mode	355 HP / 1800 rpm
Rated Output	Eco Mode 316 HP / 1600 rpm
Super Eco Mode	276 HP / 1400 rpm
Fuel Tank Capacity	159 US gal
Hydraulic Reservoir	PILER ECO OIL 166 US gal
Urea Additive Tank Capacity	10 US gal
Moving Speed	0.87 mph
Mass	15983 lb (with 65.61 ft Hose)

Reaction Stand (with Leveling Jack)	
Mass	8708 lb

*The above specifications are subject to alteration without prior notice.

Accessories

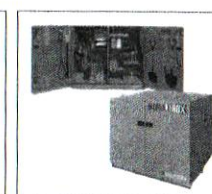
Basic



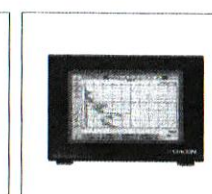
Hose Roller



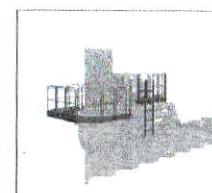
Pile Laser



Module Box



Tablet PC (encased)



Chuck Stage

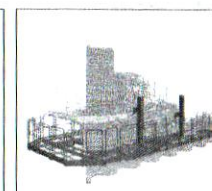
Optional



Double U Chuck Attachment

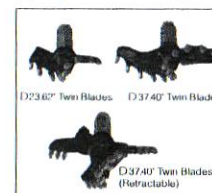


Piler Jet Reel (JR29)



Piler Stage

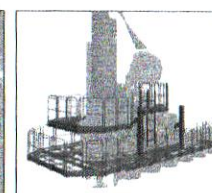
Super Crush Mode



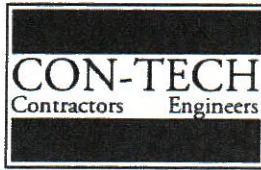
Auger Head



Auger Head Replacement
Attachment



Piler Stage with Chuck Stage



CONSTRUCTION TECHNOLOGY, INC.

August 19, 2025

Re: Hamm Seawall
251 S Beach Road

10/8/25-10/22/25	Precast Concrete Anchors
10/20/25-10/27/25	Take Delivery of Steel Sheet Piles
10/27/25-10/31/25	Mobilize Equipment to Site
11/3/25-12/5/25	Install Sheet Pile
11/10/25-12/10/25	Install Anchors
11/17/25-1/23/26	Form & Pour Concrete Cap
1/25/26-2/20/26	Backfill & Landscape Restoration



BOUNDARY SURVEY

FOR:

EDWARD H. HAMM, JR.

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE TRUE BASED ON PLAT OF COASTAL CONSTRUCTION CONTROL LINE, RECORDED JULY 9, 1985, IN PLAT BOOK 9, PAGE 99, LYING BETWEEN DNR RANGE MONUMENTS "R-102" AND "R-103".
3. ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) AND ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. BENCHMARK USED: '89-84-A05' (FLDNR), ELEVATION = 19.66' (NAVD88).
4. BEARINGS, ANGLES, AND DIMENSIONS SHOWN HEREON ARE FIELD MEASURED QUANTITIES UNLESS NOTED OTHERWISE AS: (D) DEED MEASUREMENT; (C) CALCULATED MEASUREMENT; (M) FIELD MEASUREMENT.
5. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE AND IS SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND OTHER ENCUMBRANCES WHICH MAY BE REVEALED IN A SEARCH OF TITLE TO THE SUBJECT LAND.
6. THE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITY NAMED IN CERTIFICATION HEREON. SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON, WITHOUT THE EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
7. THERE HAS BEEN NO ATTEMPT TO LOCATE ANY SUBSURFACE IMPROVEMENTS, FOOTERS, FOOTINGS AND/OR UTILITIES ON THIS PROPERTY OR ADJACENT RIGHTS-OF-WAY.
8. SUBJECT PROPERTY LIES IN FLOOD ZONES "X" (MINIMAL FLOOD HAZARD) AND "VE" (BFE 7). FLOODPLAIN BOUNDARIES SHOWN HEREON WERE SCALED FROM DIGITAL FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE MAP #12095C0338H, DATED FEBRUARY 19, 2020. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
9. LOT AREA = 253,537 SQUARE FEET (5.82042 ACRES) MORE OR LESS.

MEAN HIGH WATER LINE NOTE:

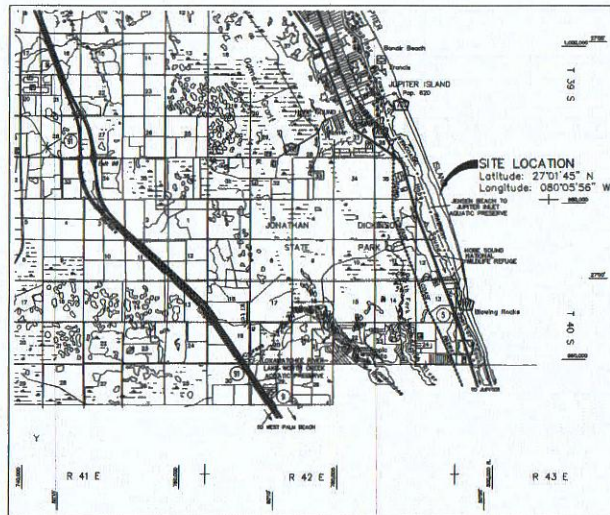
MEAN HIGH WATER ELEVATION = 0.55'

ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), PER DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, BASED ON TIDAL WATER SURVEY PROCEDURAL APPROVAL.

THE TIDAL WATER SURVEY DEPICTED HEREIN COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES AND IS RECORDED IN THE PUBLIC REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING AS MEAN HIGH WATER SURVEY FILE NO. 8574.

THE MEAN HIGH WATER LINE SHOWN HEREON DOES NOT NECESSARILY REFLECT ALL OF THE SINUOSITIES OF SAID LINE, AND ONLY THOSE POINTS MARKED BY CIRCLES ARE IN FACT ON SAID LINE. THE TANGENTS WHICH CONNECT THESE POINTS BY BEARING AND DISTANCE AREA SHOWN TO PROVIDE A CLOSED GEOMETRIC FIGURE. THE HORIZONTAL LOCATION OF SAID POINTS ON THE MEAN HIGH WATER LINE WERE ESTABLISHED UTILIZING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS).

MONUMENTATION WAS NOT SET AS A SAFETY PRECAUTION. TIES TO TWO UPLAND MONUMENTS WERE ESTABLISHED.



LOCATION MAP

FLOOR AREA CALCULATIONS

B-40 DISTRICT: 1-ACRE ESTATE RESIDENTIAL DISTRICT

LOT AREA = 5.82042 AC +/- = 253,537 SF

MAXIMUM PERMITTED FLOOR AREA = 19,437.1 SF

43,560 SF x 17.25% = 7,514.1 SF

130,680 SF x 7% = 9,147.6 SF

79,297 SF x 3.5% = 2,775.4 SF

BASED ON ARTICLE III, SECTION 3.02(F)

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

THE SOUTH 50 FEET OF LOT 109 AND THE NORTH 250 FEET OF LOT 110, GOMEZ GRANT AND JUPITER ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL LYING EAST OF STATE ROAD NO. 707 (S. BEACH ROAD).

TOGETHER WITH

A TRACT OF LAND LYING PARTIALLY IN LOT 110 AND 111, PLAT OF GOMEZ GRANT AND JUPITER ISLAND, PLAT BOOK 1, PAGE 80, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL LYING EAST OF STATE ROAD 707, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN WHERE THE NORTH LINE OF THE SOUTH 80 FEET OF SAID LOT 110 INTERSECTS THE CENTERLINE OF SAID STATE ROAD 707; THENCE RUN SOUTH 10°06'33" EAST, ALONG SAID CENTERLINE A DISTANCE OF 185.37 FEET, THENCE RUN EAST A DISTANCE OF 138.39 FEET; THENCE RUN SOUTH 76°25'59" EAST A DISTANCE OF 117.27 FEET; THENCE RUN EAST A DISTANCE OF 300 FEET, MORE OR LESS, TO THE WATERS OF THE ATLANTIC OCEAN; THENCE MEANDER SAID WATERS NORTHERLY TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF THE SOUTH 80 FEET OF LOT 110; THENCE RUN WEST, ALONG SAID NORTH LINE, A DISTANCE OF 512 FEET, MORE OR LESS, TO THE POINT OF BEGINNING: LESS RIGHT-OF-WAY OF STATE ROAD 707.

CERTIFICATION VALID TO:

1. EDWARD H. HAMM, JR.
2. MARC R. GAYLORD, P.A.
3. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

R. L. VAUGHT & ASSOCIATES, INC.
LICENSED BUSINESS NO. 5879

DATE OF LAST
FIELD WORK:

July 22, 2025

By: 
P. Michael Zarrella
Professional Surveyor and Mapper No. 6736
State of Florida

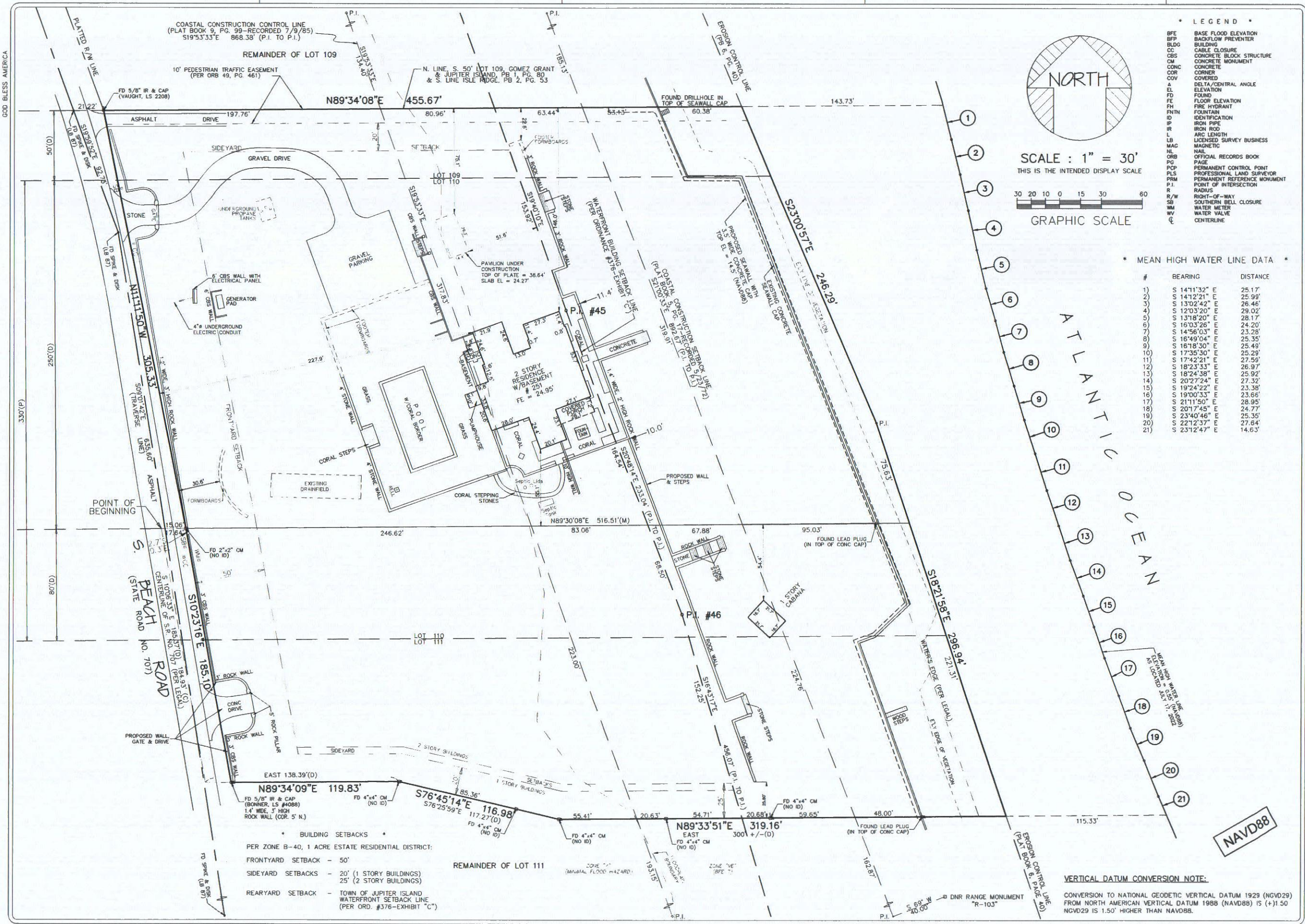
REVISIONS	BY
11/13/00 * FINAL SURVEY (ADDITION) * FB: 128/3 NO. 8 80657	RLV
11/09/05 * FINAL SURVEY (SUN-ROOM ADDN) FB:159/23 * NO. 8 808636	RLV
11/09/20 * UPDATE SURVEY * FB: SKETCH NO. 8 816469	PMZ
04/07/25 * FOOTER FB: FB: DC NO. 8 820687	PMZ
04/08/25 * TOP OF PLATE FB: FB: DC NO. 8 820701	PMZ
06/25/25 * FOOTER FB: FB: DC NO. 8 820881	RLV II
07/16/25 * ADD PROPOSED SEAWALL NO. 8 821117	PMZ
07/22/25 * FORMBOARD FB: FB: DC NO. 8 821035	RLV II

BOUNDARY SURVEY
251 S. BEACH ROAD
HOBE SOUND, FLORIDA 33455
TOWN OF JUPITER ISLAND

RL VAUGHT & ASSOCIATES, INC.
SURVEYORS, MAPPERS & PLANNERS
LICENSED SURVEY BUSINESS NUMBER 5879
9075 SE BRIDGE ROAD: HOBE SOUND 33455
MAIL: P.O. BOX 160 HOBE SOUND, FL 33475
PHONE: 772-546-8086 FAX: 772-546-8087
EMAIL: vaught@bellsouth.net

DRAWN	RLV
CHECKED	RLV, SR.
SCALE	AS SHOWN
DATE	DEC. 8, 1998
FIELD BOOK	126/9
ORDER NO.	805679
SHEET OF SHEETS	1 2
FILE NUMBER	PB5679-25J

PCK: 35-38-42-002-109-00370-7



- LEGEND**
- BFE BASE FLOOD ELEVATION
 - BFP BACKFLOW PREVENTER
 - BLDG BUILDING
 - CC CABLE CLOSURE
 - CBS CONCRETE BLOCK STRUCTURE
 - CM CONCRETE MONUMENT
 - CONC CONCRETE
 - COV COVERED
 - DEL DELTA/CENTRAL ANGLE
 - EL ELEVATION
 - FD FOUND
 - FE FLOOR ELEVATION
 - FI FIRE HYDRANT
 - FIN FOUNTAIN
 - ID IDENTIFICATION
 - IP IRON PIPE
 - IR IRON ROD
 - L ARC LENGTH
 - LS LICENSED SURVEY BUSINESS
 - MAG MAGNETIC
 - NL NAIL
 - ORB OFFICIAL RECORDS BOOK
 - PG PAGE
 - PCP PERMANENT CONTROL POINT
 - PLS PROFESSIONAL LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - P.I. POINT OF INTERSECTION
 - R RADIUS
 - R/W RIGHT-OF-WAY
 - SB SOUTHERN BELL CLOSURE
 - WM WATER METER
 - WV WATER VALVE
 - CL CENTERLINE

*** MEAN HIGH WATER LINE DATA ***

#	BEARING	DISTANCE
1)	S 14°11'32" E	25.17'
2)	S 14°12'21" E	25.99'
3)	S 13°02'42" E	26.44'
4)	S 12°03'20" E	29.02'
5)	S 13°18'20" E	28.17'
6)	S 16°03'26" E	24.20'
7)	S 14°56'03" E	23.28'
8)	S 16°49'04" E	25.35'
9)	S 16°18'30" E	25.49'
10)	S 17°35'30" E	25.29'
11)	S 17°42'21" E	27.59'
12)	S 18°23'33" E	26.97'
13)	S 18°24'38" E	25.92'
14)	S 20°27'24" E	27.32'
15)	S 19°24'22" E	23.38'
16)	S 19°00'33" E	23.66'
17)	S 21°11'50" E	28.95'
18)	S 20°17'45" E	24.77'
19)	S 23°40'46" E	25.35'
20)	S 22°12'37" E	27.64'
21)	S 23°12'47" E	14.63'

VERTICAL DATUM CONVERSION NOTE:
CONVERSION TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD29) FROM NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) IS (+)1.50'. NGVD29 IS 1.50' HIGHER THAN NAVD88.

REVISIONS

BY	REVISIONS
RLV	11/13/00 * FINAL SURVEY (ADDITION) * FB 126/9
RLV	11/09/05 * FINAL SURVEY (SUN-ROOM ADDN) * FB 126/9
PMZ	04/07/25 * UPDATE SURVEY * FB SKETCH
PMZ	04/07/25 * FOOTER
PMZ	04/08/25 * TOP OF PLATE
RLV III	08/25/25 * FOOTER
PMZ	07/16/25 * ADD
PMZ	07/22/25 * FORMBOARD
RLV III	NO # 821035

BOUNDARY SURVEY
251 S. BEACH ROAD
HOBE SOUND, FLORIDA 33455
TOWN OF JUPITER ISLAND

RL VAUGHT & ASSOCIATES, INC.
SURVEYORS, MAPPERS & PLANNERS
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9075 SE BRIDGE ROAD; HOBE SOUND 33455
MAIL: P.O. BOX 160 HOBE SOUND, FL 33475
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DRAWN
RLV
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RLV, SR.
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AS SHOWN
DATE
DEC. 8, 1998
FIELD BOOK
126/9
ORDER NO.
805679
SHEET OF SHEETS
2 2
FILE NUMBER
PB5679-21J

PCN: 35-38-42-002-109-00370-7

SEAWALL REPLACEMENT

ATLANTIC OCEAN FRONTAGE
251 SOUTH BEACH ROAD
TOWN OF JUPITER ISLAND
MARTIN COUNTY, FLORIDA

FOR:

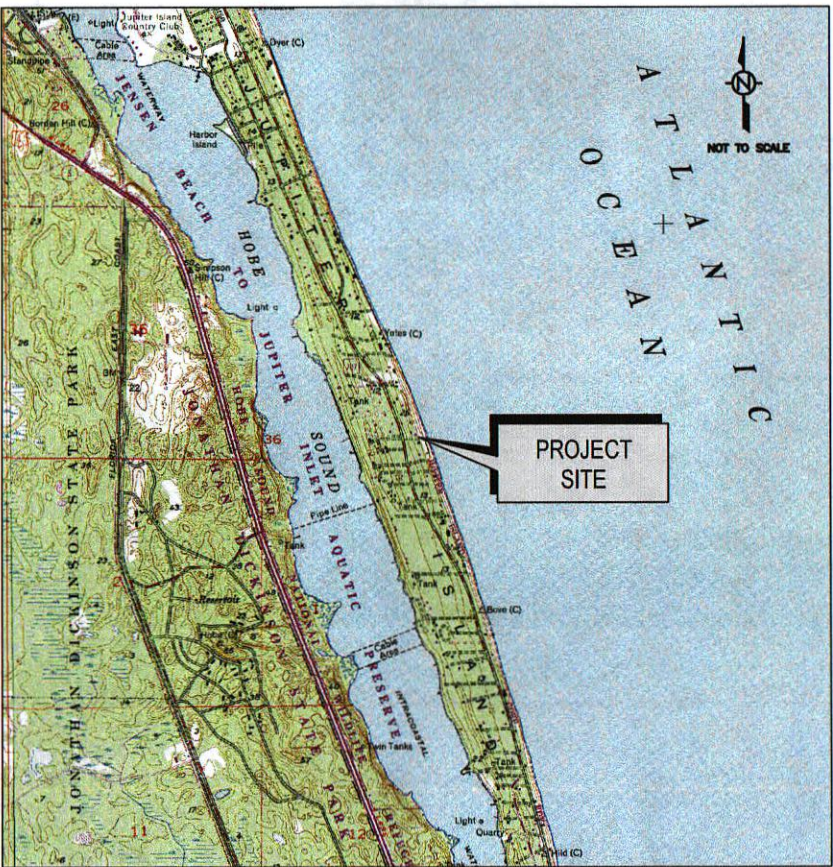
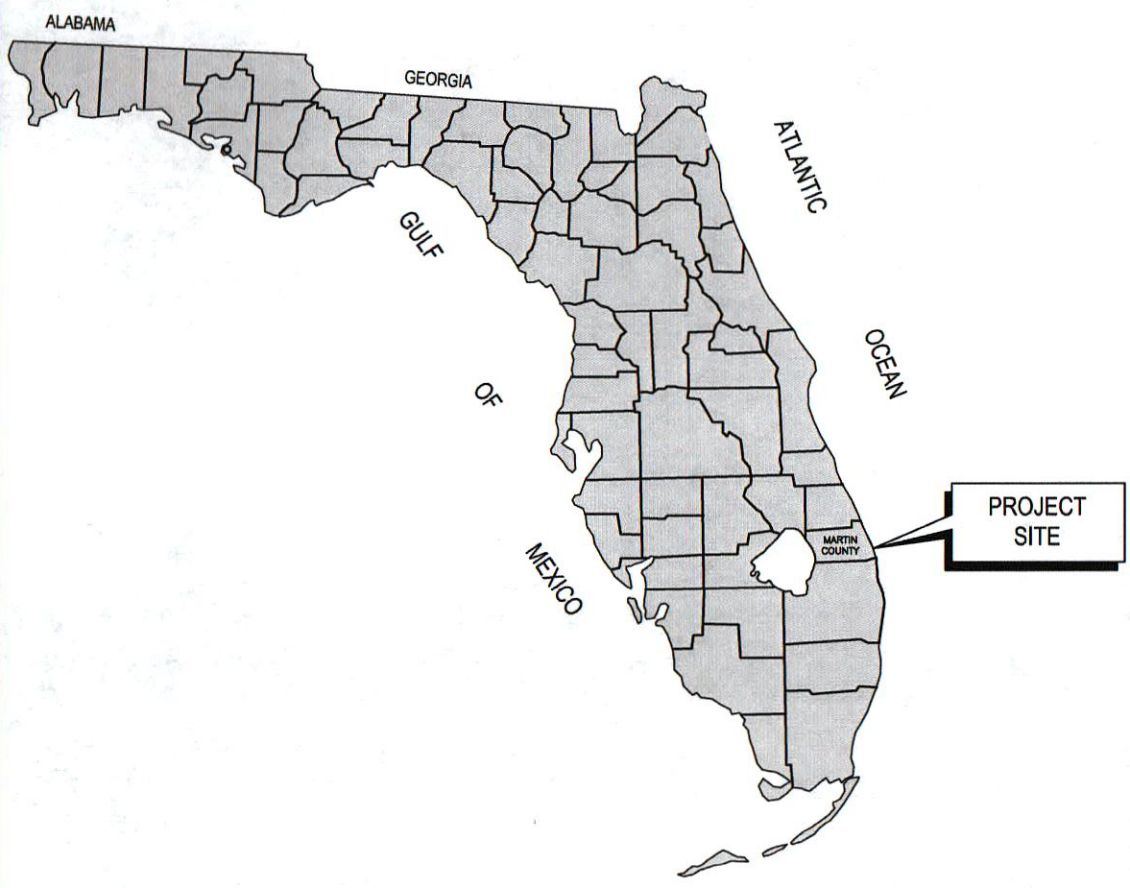
EDWARD HERSEY HAMM JR REVOCABLE TRUST

JULY 2025



ENGINEER IS NOT RESPONSIBLE FOR ON-SITE OR OFF-SITE DAMAGES DUE TO VIBRATIONS.

CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING CONSTRUCTION ACCESS. ENGINEER IS NOT RESPONSIBLE FOR DAMAGES (INCLUDING FROM SURCHARGE LOADS AND VIBRATIONS) TO EXISTING STRUCTURES FROM ACCESS PREPARATION OR VEHICLES USING THE ACCESS.

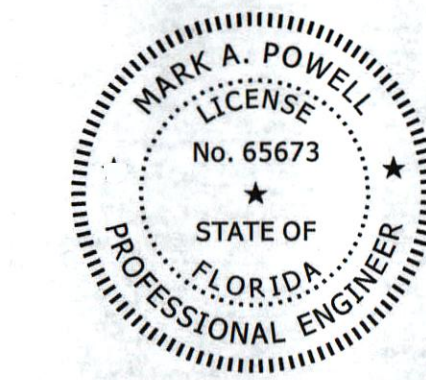


PLAN SUBMITTED FOR TOWN WINTER WAIVER REQUEST.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

INDEX TO DRAWINGS

SHEET NUMBER	TITLE
1	VICINITY MAP AND TITLE SHEET
2	OVERALL SITE PLAN
3	PLAN VIEW
4	SITE SECTION & WALL CONNECTION DETAILS
5	SECTION B-B
6	SECTION C-C

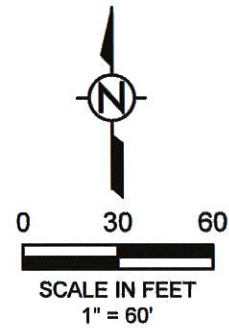
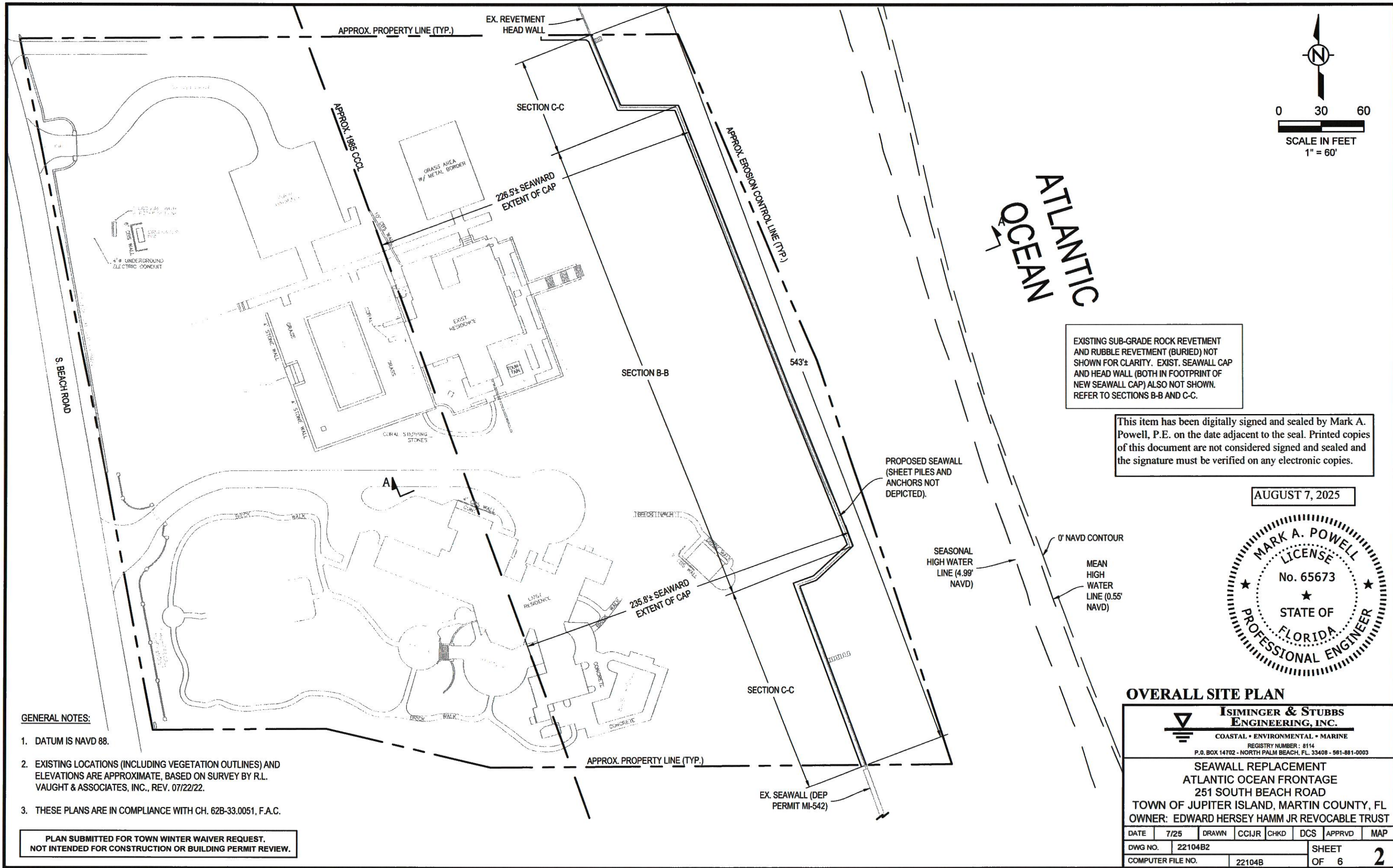
2025.08.07
16:34:29
-04'00'



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VICINITY MAP AND TITLE SHEET

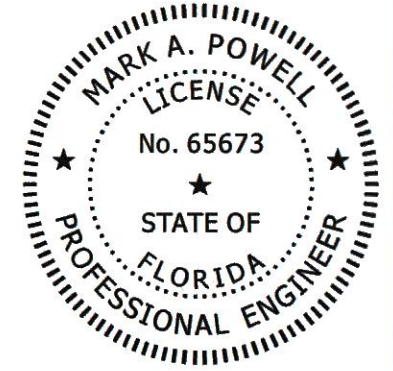
ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER: 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003							
SEAWALL REPLACEMENT ATLANTIC OCEAN FRONTAGE 251 SOUTH BEACH ROAD TOWN OF JUPITER ISLAND, MARTIN COUNTY, FL OWNER: EDWARD HERSEY HAMM JR REVOCABLE TRUST							
DATE	7/25	DRAWN	CCIJR	CHKD	DCS	APPRVD	MAP
DWG NO.	22104B1				SHEET		1
COMPUTER FILE NO.	22104B				OF		6



EXISTING SUB-GRADE ROCK REVETMENT AND RUBBLE REVETMENT (BURIED) NOT SHOWN FOR CLARITY. EXIST. SEAWALL CAP AND HEAD WALL (BOTH IN FOOTPRINT OF NEW SEAWALL CAP) ALSO NOT SHOWN. REFER TO SECTIONS B-B AND C-C.

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AUGUST 7, 2025



- GENERAL NOTES:**
1. DATUM IS NAVD 88.
 2. EXISTING LOCATIONS (INCLUDING VEGETATION OUTLINES) AND ELEVATIONS ARE APPROXIMATE, BASED ON SURVEY BY R.L. VAUGHT & ASSOCIATES, INC., REV. 07/22/22.
 3. THESE PLANS ARE IN COMPLIANCE WITH CH. 62B-33.0051, F.A.C.

PLAN SUBMITTED FOR TOWN WINTER WAIVER REQUEST.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

OVERALL SITE PLAN

ISIMINGER & STUBBS
ENGINEERING, INC.
COASTAL • ENVIRONMENTAL • MARINE
REGISTRY NUMBER : 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

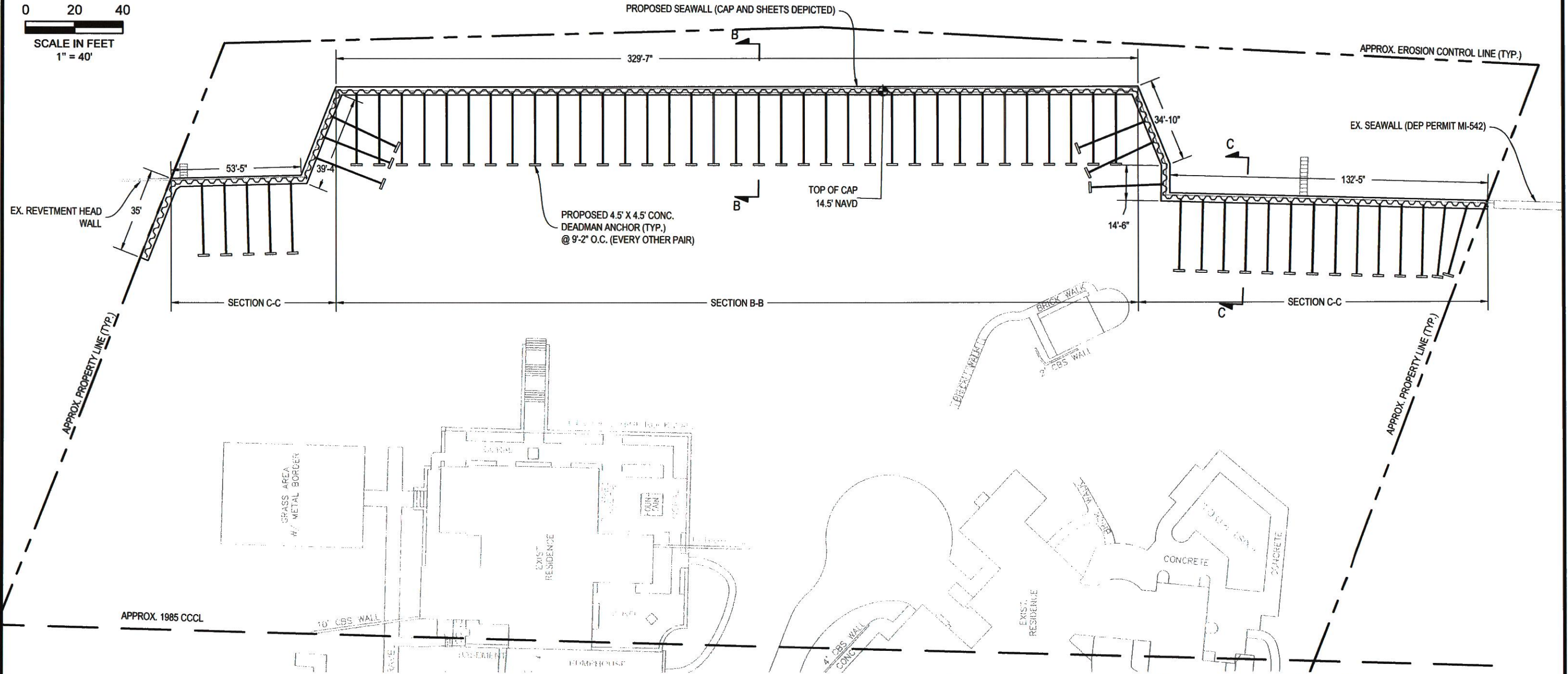
SEAWALL REPLACEMENT
ATLANTIC OCEAN FRONTAGE
251 SOUTH BEACH ROAD
TOWN OF JUPITER ISLAND, MARTIN COUNTY, FL
OWNER: EDWARD HERSEY HAMM JR REVOCABLE TRUST

DATE	7/25	DRAWN	CCIJR	CHKD	DCS	APPRVD	MAP
DWG NO.	22104B2						SHEET
COMPUTER FILE NO.	22104B						OF 6

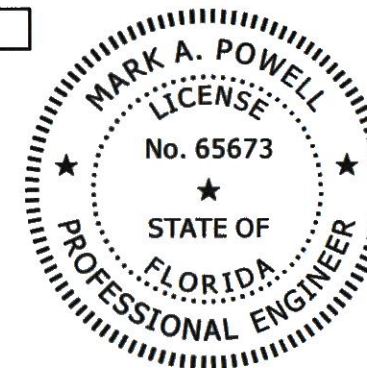
2



0 20 40
SCALE IN FEET
1" = 40'



AUGUST 7, 2025



PLAN VIEW

**ISMINGER & STUBBS
ENGINEERING, INC.**
COASTAL • ENVIRONMENTAL • MARINE
REGISTRY NUMBER : 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

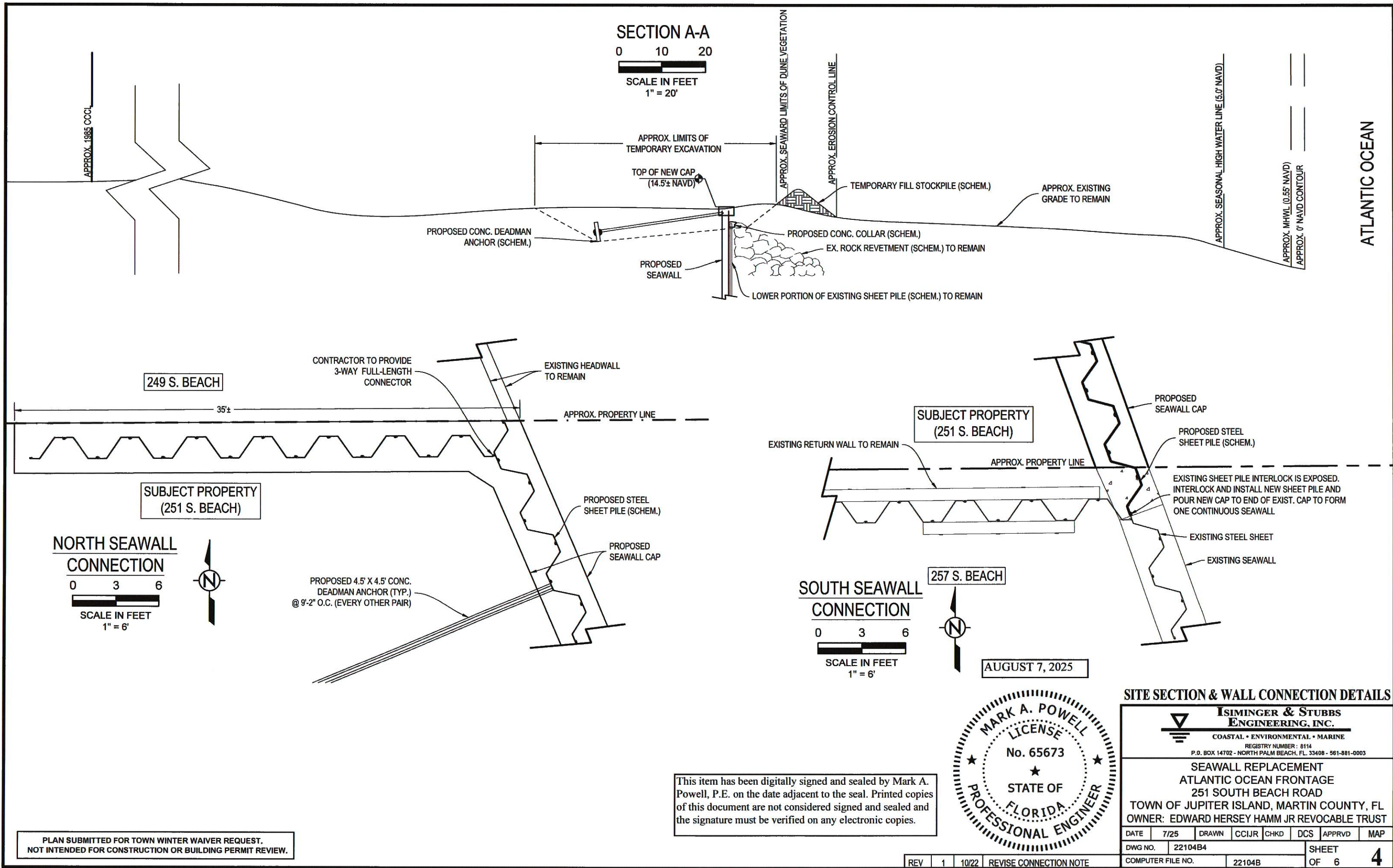
SEAWALL REPLACEMENT
ATLANTIC OCEAN FRONTAGE
251 SOUTH BEACH ROAD
TOWN OF JUPITER ISLAND, MARTIN COUNTY, FL
OWNER: EDWARD HERSEY HAMM JR REVOCABLE TRUST

DATE	7/25	DRAWN	CCIJR	CHKD	DCS	APPRVD	MAP
DWG NO.	22104B3						SHEET
COMPUTER FILE NO.	22104B						OF 6

3

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PLAN SUBMITTED FOR TOWN WINTER WAIVER REQUEST.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.



SECTION A-A
0 10 20
SCALE IN FEET
1" = 20'

ATLANTIC OCEAN

249 S. BEACH

SUBJECT PROPERTY
(251 S. BEACH)

NORTH SEAWALL
CONNECTION

0 3 6
SCALE IN FEET
1" = 6'



PROPOSED 4.5' X 4.5' CONC.
DEADMAN ANCHOR (TYP.)
@ 9'-2" O.C. (EVERY OTHER PAIR)

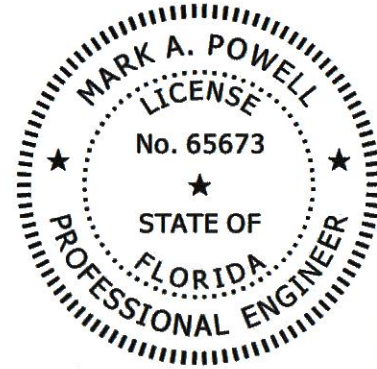
SUBJECT PROPERTY
(251 S. BEACH)

SOUTH SEAWALL
CONNECTION

0 3 6
SCALE IN FEET
1" = 6'



AUGUST 7, 2025



SITE SECTION & WALL CONNECTION DETAILS

**ISIMINGER & STUBBS
ENGINEERING, INC.**
COASTAL • ENVIRONMENTAL • MARINE
REGISTRY NUMBER: 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

**SEAWALL REPLACEMENT
ATLANTIC OCEAN FRONTAGE
251 SOUTH BEACH ROAD
TOWN OF JUPITER ISLAND, MARTIN COUNTY, FL
OWNER: EDWARD HERSEY HAMM JR REVOCABLE TRUST**

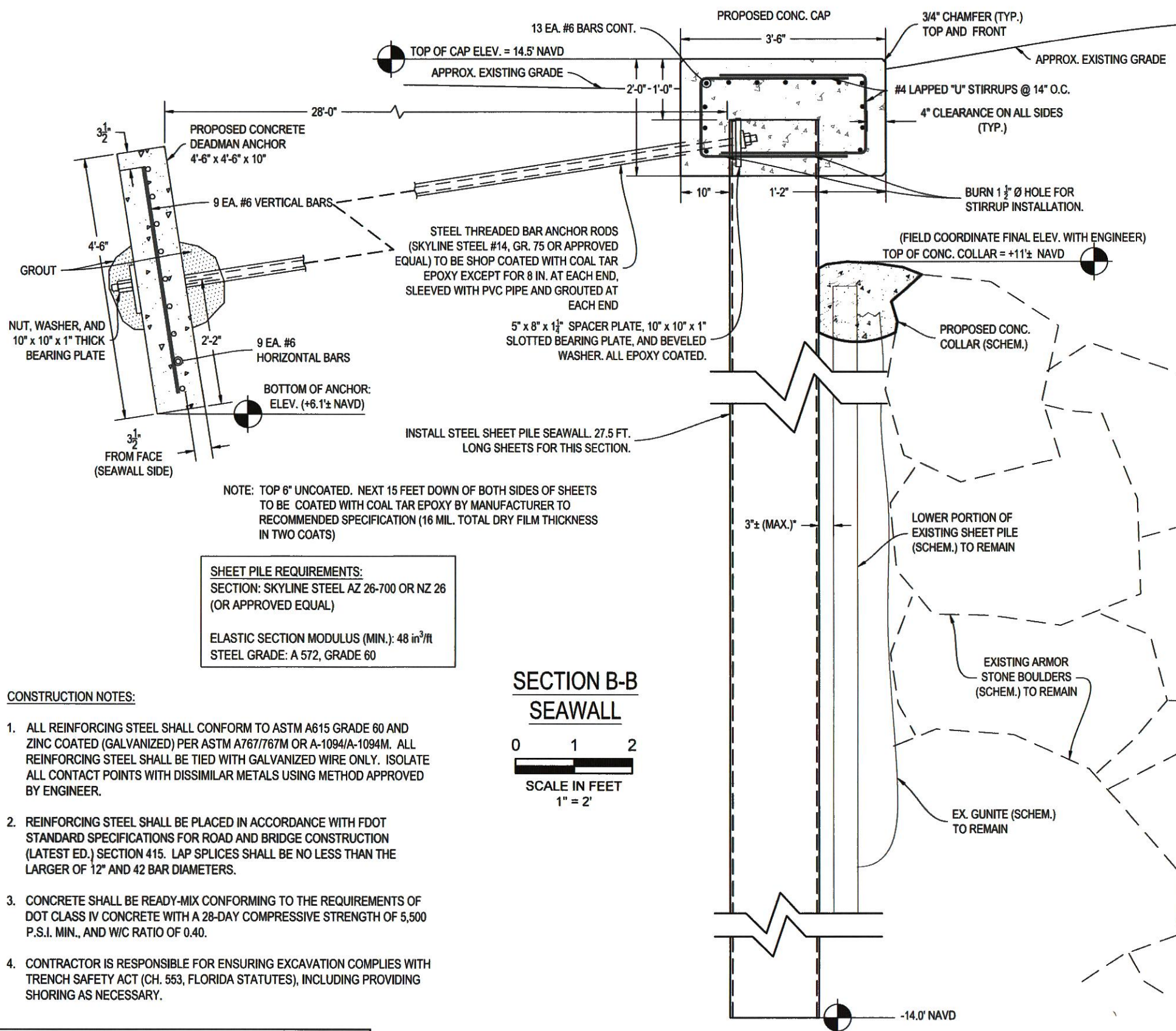
DATE	7/25	DRAWN	CCIJR	CHKD	DCS	APPRVD	MAP
DWG NO.	22104B4						SHEET
COMPUTER FILE NO.	22104B						OF 6

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PLAN SUBMITTED FOR TOWN WINTER WAIVER REQUEST.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

REV	1	10/22	REVISE CONNECTION NOTE
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* SHEET PILING SHALL BE INSTALLED PLUMB AS CLOSE AS PRACTICAL TO EXISTING SEAWALL.

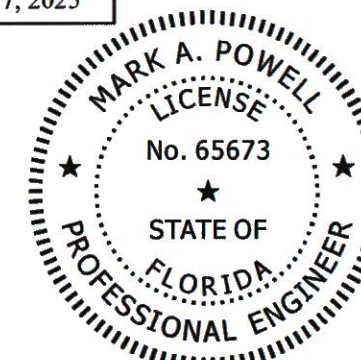
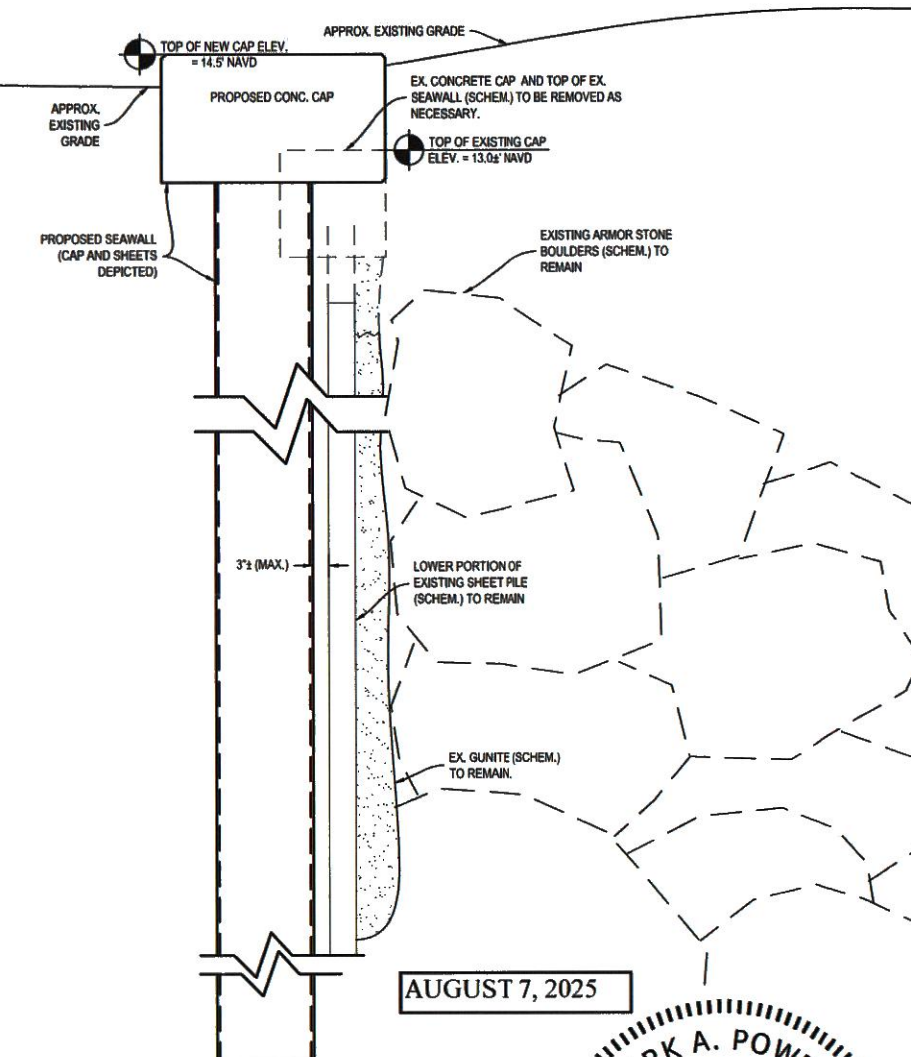


SHEET PILE REQUIREMENTS:
SECTION: SKYLINE STEEL AZ 26-700 OR NZ 26 (OR APPROVED EQUAL)
ELASTIC SECTION MODULUS (MIN.): 48 in³/ft
STEEL GRADE: A 572, GRADE 60

CONSTRUCTION NOTES:

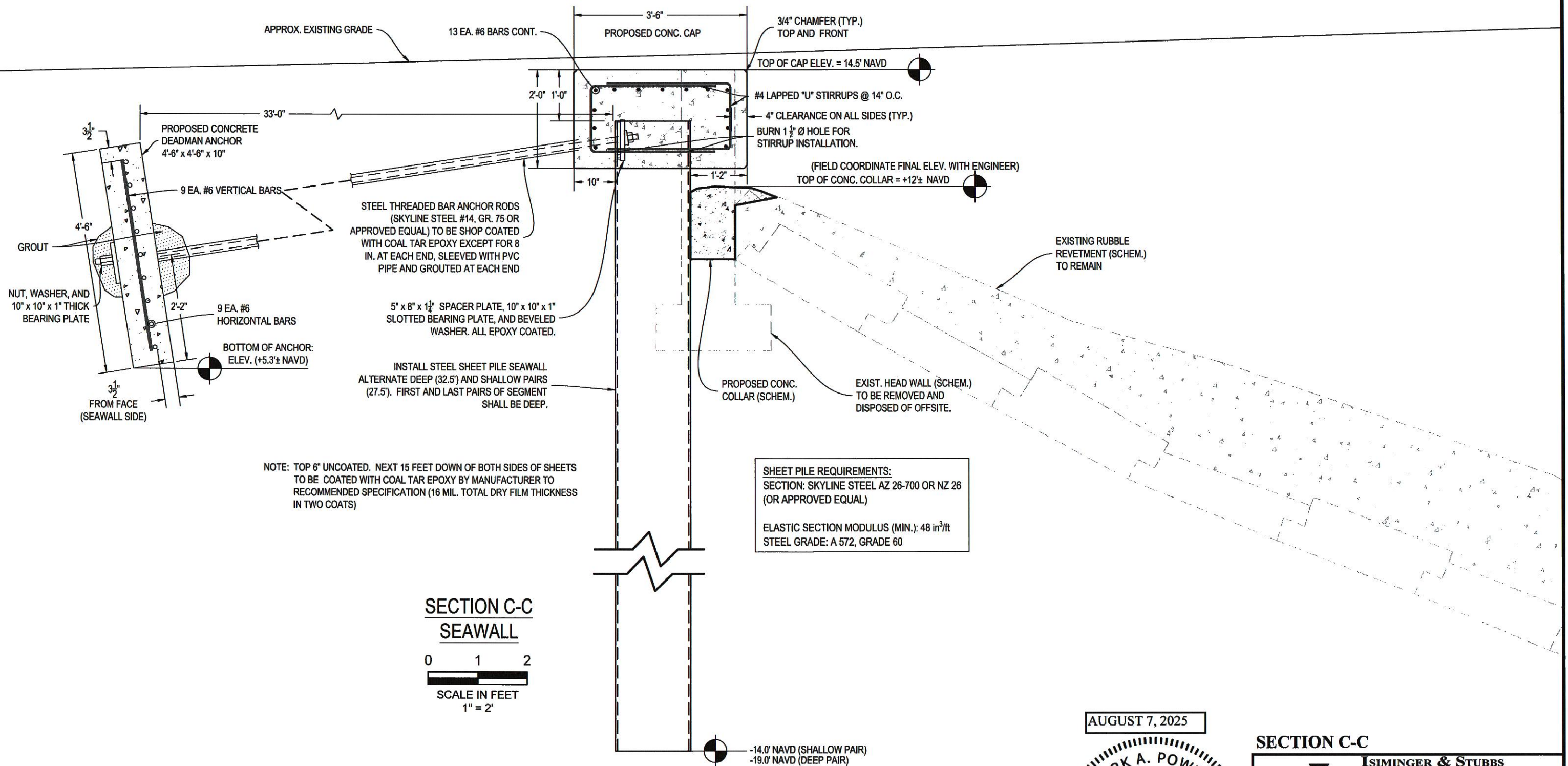
1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 AND ZINC COATED (GALVANIZED) PER ASTM A767/767M OR A-1094/A-1094M. ALL REINFORCING STEEL SHALL BE TIED WITH GALVANIZED WIRE ONLY. ISOLATE ALL CONTACT POINTS WITH DISSIMILAR METALS USING METHOD APPROVED BY ENGINEER.
2. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST ED.) SECTION 415. LAP SPLICES SHALL BE NO LESS THAN THE LARGER OF 12" AND 42 BAR DIAMETERS.
3. CONCRETE SHALL BE READY-MIX CONFORMING TO THE REQUIREMENTS OF DOT CLASS IV CONCRETE WITH A 28-DAY COMPRESSIVE STRENGTH OF 5,500 P.S.I. MIN., AND W/C RATIO OF 0.40.
4. CONTRACTOR IS RESPONSIBLE FOR ENSURING EXCAVATION COMPLIES WITH TRENCH SAFETY ACT (CH. 553, FLORIDA STATUTES), INCLUDING PROVIDING SHORING AS NECESSARY.

PLAN SUBMITTED FOR TOWN WINTER WAIVER REQUEST.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.



This item has been digitally signed and sealed by Mark A. Powell, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

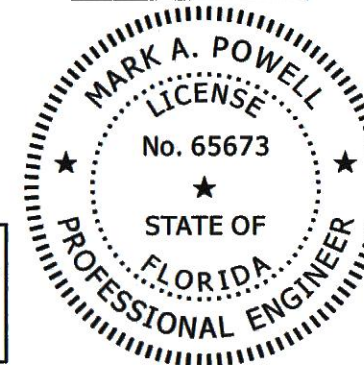
SECTION B-B ISMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER: 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003						
SEAWALL REPLACEMENT ATLANTIC OCEAN FRONTAGE 251 SOUTH BEACH ROAD TOWN OF JUPITER ISLAND, MARTIN COUNTY, FL OWNER: EDWARD HERSEY HAMM JR REVOCABLE TRUST						
DATE	7/25	DRAWN	CCUJR	CHKD	DCS	APPRVD
DWG NO.	22104B5				SHEET	5
COMPUTER FILE NO.	22104B				OF	6



PLAN SUBMITTED FOR TOWN WINTER WAIVER REQUEST.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

This item has been digitally signed and sealed by Mark A. Powell, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

AUGUST 7, 2025



SECTION C-C

**ISMINGER & STUBBS
ENGINEERING, INC.**
COASTAL • ENVIRONMENTAL • MARINE
REGISTRY NUMBER: 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

SEAWALL REPLACEMENT
ATLANTIC OCEAN FRONTAGE
251 SOUTH BEACH ROAD
TOWN OF JUPITER ISLAND, MARTIN COUNTY, FL
OWNER: EDWARD HERSEY HAMM JR REVOCABLE TRUST

DATE	7/25	DRAWN	CCIJR	CHKD	DCS	APPRVD	MAP
DWG NO.	22104B6						SHEET
COMPUTER FILE NO.	22104B						OF 6

6

RESOLUTION NO. 940

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, DESIGNATING THE TOWN MANAGER AS THE ADMINISTRATIVE OFFICIAL AUTHORIZED TO APPROVE PLATS AND REPLATS PURSUANT TO SECTION 177.071, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has amended Section 177.071, Florida Statutes, to require that plats and replats be subject only to an administrative review and approval by a designated local government official, and

WHEREAS, the recently adopted legislation provides that a plat shall be approved provided it complies with the statutory requirements for plats in the statute; and

WHEREAS, the amended statute requires that each local government designate, by ordinance or resolution, the administrative official responsible for the administrative approval of plats and replats; and

WHEREAS the Town Commission of the Town of Jupiter Island adopts this resolution to comply with the requirements of Section 177.071, Florida Statutes, and facilitate the efficient review and approval of plats and replats.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, FLORIDA, THAT:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Designation of Administrative Authority and Official. Pursuant to Section 177.071, Florida Statutes, the Town Commission hereby designates the Building Department as the administrative authority for receiving, reviewing, and processing plat and replat submittals. The Town Commission further designates the Town Manager as the administrative official authorized to approve, approve with conditions, or deny plat and replat submittals in accordance with Section 177.071 and based on compliance with the requirements of Section 177.091, Florida Statutes.

Section 3. Delegation of Duties. The Town Manager is authorized to delegate review and processing duties to appropriate staff within the Building Department or other relevant departments, or town consultants consistent with the provisions of Section 177.071, Florida Statutes.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of September, 2025, by the Town Commission of the Town of Jupiter Island, Florida.

(SEAL)

TOWN OF JUPITER ISLAND

Mayor

Vice Mayor

Commissioner

Attest:

Town Clerk

Commissioner

Commissioner

RESOLUTION NO. 941

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, DECLARING THE TOWN COMMISSION'S INTENT TO VACATE AND ABANDON A PORTION OF DEVONSHIRE LANE, AS DESCRIBED IN THE PLAT OF ISLAND BEACH REVISED PLAT NO. 2, RECORDED IN PLAT BOOK 2, PAGE 44, IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

WHEREAS, the Commission of the Town of Jupiter Island ("Town") has determined that it is appropriate to vacate a portion of a the right-of-way known as Devonshire Lane, as described on Exhibits "A" and "B", as recorded in Plat Book 2, Page 44, in the Public Records of Martin Beach County, Florida; and

WHEREAS, the Town Commission has determined that the portion of Devonshire Lane to be vacated does not serve a public purpose and specifically does not need to be maintained for public transportation purposes; and

WHEREAS, the Town Commission hereby declares its intent to vacate and abandon said right-of-way subject to there being no objections to same; and

WHEREAS, absent objection, the Town Commission of the Town does hereby find and determine that the right-of-way located on the property described on Exhibit "A", attached hereto is no longer necessary, does not serve any public purpose, nor is it necessary for public use.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Jupiter Island, Florida, as follows:

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

Section 2. A first public hearing on the ordinance to abandon the shall take place on October 29, 2025 at the Town of Jupiter Island, Town Hall, located at 2 Bridge Road.

Section 3. A second public hearing on this petition for abandonment shall take place on November 20, 2025, at the Town of Jupiter Island, Town Hall, located at 2 Bridge Road.

Section 4. It is the intention of the Town Commission to abandon, vacate, and close the public right-of-way, as described on Exhibit "A" and attached hereto, at the October 29, 2025 Town Commission meeting.

Section 5. The Town Clerk is hereby authorized to advertise the public hearing relating to this resolution and upon adoption record the resolution pursuant to law.

THIS RESOLUTION WAS PASSED AND ADOPTED at a public meeting of the Town Commission of the Town of Jupiter Island on this 16 day of September 2025.

TOWN OF JUPITER ISLAND

MAYOR

VICE MAYOR

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST:

TOWN CLERK

EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTH ONE-HALF OF THE DEVONSHIRE LANE RIGHT-OF-WAY LYING ADJACENT TO LOT 8, BLOCK 110, THE ISLAND BEACH REVISED PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 44, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 8; THENCE SOUTH 20°08'42" EAST (BEING AN ASSUMED BEARING AND ALL OTHERS HEREIN RELATIVE THERETO) ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF GOMEZ ROAD (BEING A 60 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 12.53 FEET TO A POINT ON THE CENTERLINE OF SAID DEVONSHIRE LANE; THENCE SOUTH 66°13'57" WEST, ALONG SAID CENTERLINE OF DEVONSHIRE LANE, A DISTANCE OF 574 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF HOBE SOUND; THENCE MEANDER NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 27 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 8 AND NORTHERLY RIGHT-OF-WAY LINE OF DEVONSHIRE LANE; THENCE NORTH 66°13'57" EAST ALONG SAID SOUTH LINE OF LOT 8 AND NORTHERLY RIGHT-OF-WAY LINE OF DEVONSHIRE LANE, A DISTANCE OF 552 FEET, MORE OR LESS TO THE POINT OF BEGINNING

CONTAINING 7,002 SQUARE FEET (0.16075 ACRES) MORE OR LESS.

SURVEYOR'S NOTES

1. NOT VALID WITHOUT ALL SHEETS AND THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PAGE 1 OF 2
(NOT VALID WITHOUT ALL PAGES)

SKETCH NO.: N HALF DEVONSHIRE.dwg

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH UNDER CHAPTER 5J-17 F.A.C. BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

RL VAUGHT & ASSOCIATES, INC.

SURVEYORS, MAPPERS & PLANNERS

LICENSED SURVEY BUSINESS NUMBER 5879
9075 SE BRIDGE ROAD; HOBE SOUND 33455

MAIL: P.O. BOX 160 HOBE SOUND, FL 33475

PHONE: 772-546-8086 FAX: 772-546-8087

EMAIL: survey@rlvaught.com

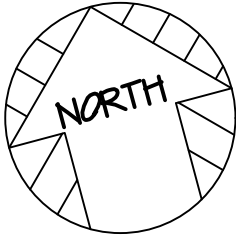
DATE OF SKETCH: 09/04/2025

SCALE: N/A W.O. #: 821235

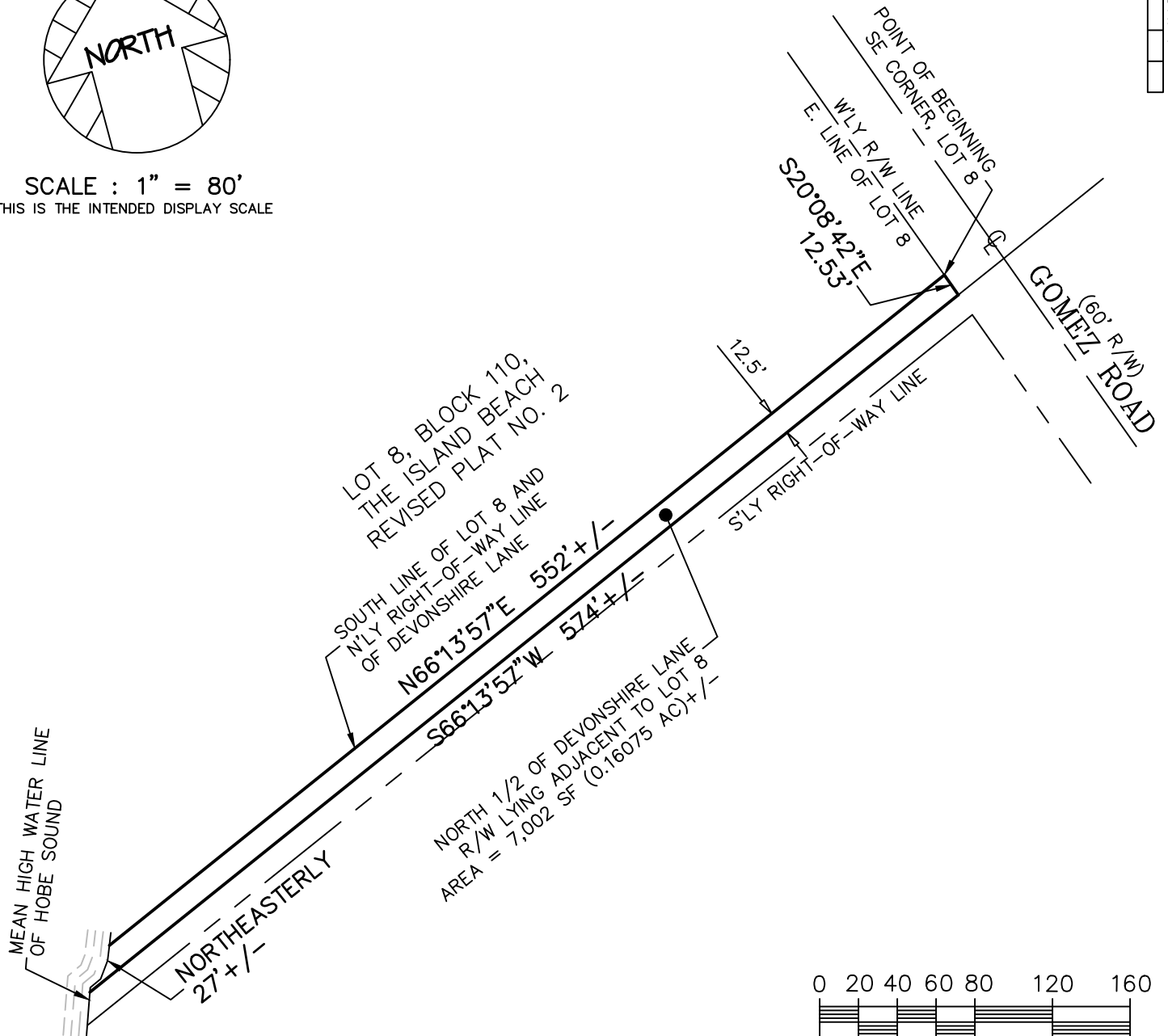
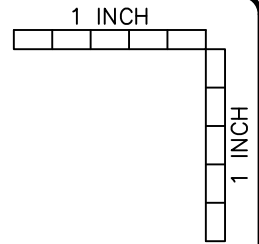
REVISIONS:

STATE OF
FLORIDA
P. Michael Zarrella
FLORIDA REGISTRATION #6736
P. Michael Zarrella PSM

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)



SCALE : 1" = 80'
THIS IS THE INTENDED DISPLAY SCALE



GRAPHIC SCALE

LEGEND:

AC	ACRES
CL	CENTERLINE
PG	PAGE
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
+/-	MORE OR LESS

R.L. VAUGHT & ASSOCIATES, INC.

SURVEYORS, MAPPERS & PLANNERS

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PHONE: 772-546-8086 FAX: 772-546-8087
EMAIL: survey@rlvaught.com

DATE OF SKETCH:
09/04/2025

SHEET:
2 OF 2

W.O. #:
821235

SKETCH NO.
N HALF DEVONSHIRE

EXHIBIT "B"

LEGAL DESCRIPTION

THE SOUTH ONE-HALF OF THE DEVONSHIRE LANE RIGHT-OF-WAY LYING ADJACENT TO LOT 9, BLOCK 111, THE ISLAND BEACH REVISED PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 44, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 9; THENCE SOUTH 66°13'57" WEST ALONG THE NORTH LINE OF SAID LOT 9 AND SOUTHERLY RIGHT-OF-WAY LINE OF DEVONSHIRE LANE, A DISTANCE OF 585 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF HOBE SOUND; THENCE MEANDER NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 17 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID DEVONSHIRE LANE; THENCE NORTH 66°13'57" EAST ALONG SAID CENTERLINE OF DEVONSHIRE LANE, A DISTANCE OF 574 FEET, MORE OR LESS TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF GOMEZ ROAD (BEING A 60 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 20°08'42" EAST (BEING AN ASSUMED BEARING AND ALL OTHERS HEREIN RELATIVE THERETO) ALONG SAID NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF GOMEZ ROAD, A DISTANCE OF 12.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,245 SQUARE FEET (0.16633 ACRES) MORE OR LESS.

SURVEYOR'S NOTES

1. NOT VALID WITHOUT ALL SHEETS AND THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PAGE 1 OF 2
(NOT VALID WITHOUT ALL PAGES)

SKETCH NO.: S HALF DEVONSHIRE.dwg

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH UNDER CHAPTER 5J-17 F.A.C. BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

RL VAUGHT & ASSOCIATES, INC.

SURVEYORS, MAPPERS & PLANNERS

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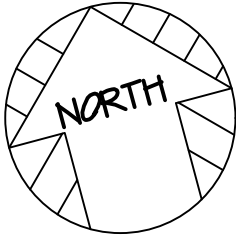
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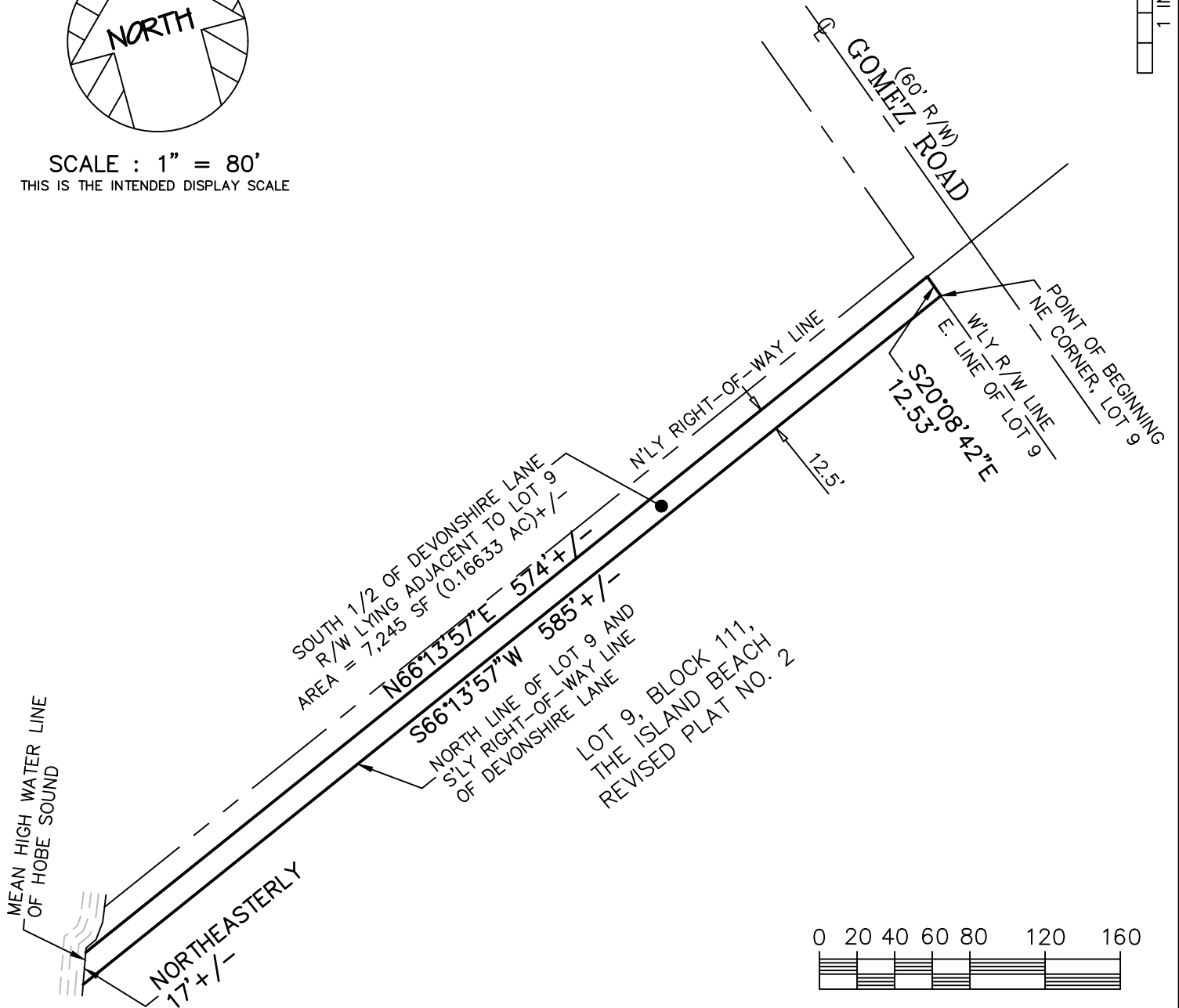
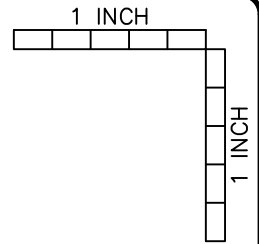
REVISIONS:

STATE OF
FLORIDA
P. Michael Zarrella
FLORIDA REGISTRATION #6736
P. Michael Zarrella PSM

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LEGEND:

AC	ACRES
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R/W	RIGHT-OF-WAY
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EMAIL: survey@rlvaught.com

DATE OF SKETCH:
09/04/2025

SHEET:
2 OF 2

W.O. #:
821235

SKETCH NO.
S HALF DEVONSHIRE

RESOLUTION NO. 942

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF MUNICIPAL HOME RULE AUTHORITY PERTAINING TO COMPREHENSIVE PLAN AMENDMENTS, ZONING AND LAND DEVELOPMENT REGULATIONS IS UNCONSTITUTIONAL; AUTHORIZING THE TOWN MANAGER TO RETAIN THE LAW FIRM OF WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT ON BEHALF OF THE TOWN AND OTHER MUNICIPALITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2(b) of Article VIII of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including, but not limited to providing for orderly growth, environmental protection, disaster recovery, and community resiliency in the Town of Jupiter (Town); and

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits the Town and all local governments from lawfully enacting ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning the review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and regardless of whether such amendments, regulations, or procedures were duly enacted prior to or after the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also prohibits the Town and all local governments regardless of circumstances that may be unique to their communities from enacting zoning in progress resolutions or ordinances imposing a moratorium on the construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Comprehensive Plan Land Use Objectives and Policies and Land Development Regulations, zoning in progress, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after a storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it: (a) embraces more than one subject and matter properly connected therewith in

violation of Article III, Section 6 of the Florida Constitution; (b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution; (c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution; (d) constitutes a sweeping intrusion on home-rule authority, threatening local self-government to act in the best interests of citizens in the enactment of land use objectives and policies, zoning, land development regulations, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and (e) contains provisions that classify municipal corporations and political subdivisions throughout the state of Florida, on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11 (b) of the Florida Constitution; and

WHEREAS, although SB 180 is titled "Emergencies," and its intent is to assist properties owners whose properties have been actually affected by a hurricane or other severe weather resulting in an emergency declaration, SB 180 adversely affects local governments who were not adversely impacted by a hurricane or other severe weather and contains various matters that are not connected to and/or are unrelated to any actual emergency declaration, including Section 18 and 28's total ban on any "more restrictive or burdensome" Comprehensive Plan Land Use Objectives and Policies, Zoning or Land Development Regulations, or the necessity of enacting zoning in progress, or moratoria on construction, reconstruction, and redevelopment of properties which were not damaged by a hurricane or other severe weather emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB 180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 unlawfully divests municipalities of their municipal home rule authority by prohibiting them from enacting Comprehensive Plan Land Use Objectives and Policies, Zoning and Land Development Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane or other emergency declaration on the municipality, whether a proposed amendment to a Comprehensive Plan, Zoning Ordinance, or Land Development Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Comprehensive Plan Objectives and Policies, Zoning and Land Development Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed to Florida municipalities for the benefit of their citizens as set forth in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane, severe weather or other event which results in a declared emergency falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the Town Council of the Town of Jupiter Island, Florida (the Town) desires to authorize its participation in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, because of its blanket statewide prohibition on the exercise of municipal home rule authority relating to Comprehensive Plan amendments, Land Development and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to participate in the Lawsuit and to urge other local governments to join as plaintiffs.

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

Section 1. The above-stated recitals are hereby adopted and confirmed.

Res. # 942
Page **5** of **7**

Section 2. Authorization to Participate in Lawsuit. The Town Commission hereby authorizes the participation of the Town in the Lawsuit, subject to the participation of at least ten other municipalities or counties.

Section 3. Legal Representation and Fee Structure. Weiss Serota Helfman Cole Bierman, PL (the "Firm") is hereby retained to represent the Town in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of \$10,000 to represent the Town in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Town also agrees to pay \$5,000 to the Firm to represent it in any appeal filed at the District Court of Appeal within 30 days of the filing of such appeal, and an additional \$5,000 should there be an appeal filed at the Florida Supreme Court within 30 days of the filing of such appeal. The Town acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The Town also acknowledges that the Firm may represent other entities, private or public, at the Town and that the representation of the Town in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. Urge Participation. The Town invites and urges other municipalities, local governments to join with it as plaintiffs in the Lawsuit and to coordinate their efforts with the Town.

Section 5. Transmittal. The Town Clerk is directed to distribute this Resolution to all local governments in Palm Beach County. The Clerk is further directed to distribute this Resolution to the Firm.

Section 6. Implementation. The appropriate Town Manager is authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 7. Effective Date. This resolution shall take effect immediately upon execution.

PASSED AND ADOPTED by the Town Commission of the Town of Jupiter Island this 16th day of September 2025.

Attest:

TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

Penelope Townsend, Mayor

**Approved as to form and
Legal Sufficiency:**

Anne Scott, Vice-Mayor

Thomas J. Baird, Town Attorney

Marshall Field VI, Commissioner

Joseph Taddeo, Commissioner

Patricia Warner, Commissioner

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 Development Review Board in accordance with the procedure established in 9., below.
2. Hear appeals from decisions of the Development Review Board ~~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 Development Review Board upon a request made by a member of the Town Commission in accordance with the following:

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

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

(c) Following the Town Commission's hearing, then by a vote of four members of the Town Commission, the development order rendered by Development Review Board may be denied, or affirmed with amendments to the development order. If the development order rendered by the Development Review Board is denied, or affirmed with amendments, 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 22nd DAY OF JULY, 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 v3 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

Kimberly Kogos

From: Nancy Auth <nxauth@gmail.com>
Sent: Monday, July 21, 2025 1:24 PM
To: Kimberly Kogos
Cc: Kimberly Kogos
Subject: Re: One Board Draft Ordinance - 1st Hearing at July 22, 2025 Town Commission Meeting

External Email - Use Caution

Hi Kimberly,

It's still before noon here on the west coast so I hope you can include my thoughts for the meeting tomorrow.

TO: Robert Garbo, Catherine Harding

My biggest concern with the proposed combined Development Board is the size, or rather the ability to have enough members to meet the required quorum during "summer" months, especially between June - October. With applications being combined into one process, it will be all the more critical for those applicants to be able to have their project presented in a timely manner and not have to wait additional months to seek approval. If they are faced with a situation such as next month's BOA meeting, where there were not enough members or alternates to make a quorum, they would be facing an unknown delay depending on when a quorum could again be met.

I'd suggest that either a larger number of members/alternates make up the combined board, or that all are required to commit to being able to attend at least two meetings between the May-November timeframe.

I'm also not so sure we need to reduce the application fee just because the boards will be combined.

Thank you much-
Nancy Auth, BOA Member

Nancy L. Auth 
nxauth@gmail.com
206.618.2492
AUTHored on my iPad

On Jul 14, 2025, at 10:39, Kimberly Kogos <kkogos@tji.martin.fl.us> wrote:

Good afternoon, Board of Adjustment and Impact Review Committee members. Please note that an ordinance to combine the BOA and IRC will be considered by the Commissioners at their upcoming July 22, 2025 Town Commission meeting. If passed on this first reading, it will be presented for second hearing and potential adoption during the

September Commission meeting. The ordinance and memo are attached for your reference.

If you have comments and/or questions that you would like presented to the Commission on July 22, please send via email to the Town Clerk at kkogos@tji.martin.fl.us or simply reply to this email no later than 12pm (noon) on July 21, 2025. All comments will be read aloud during the meeting, and questions will be addressed at that time. Everyone is encouraged to attend the meeting in person or view the meeting via the link below:
[Town Commission Meeting July 22, 2025 • Agendas & Minutes • CivicClerk](#)

Best regards,

Kimberly Rogos, CMC
Town Clerk / Executive Assistant
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455
772-545-0105
kkogos@tji.martin.fl.us
www.townofjupiterisland.com

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

<Agenda Item 6 - ORD 411 Development Review Board - BOA and IRC Merger.pdf>
<Agenda Item 6 - Combining BOA and IRC - Memo.pdf>

This email was scanned by Bitdefender

ORDINANCE NO. 411

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A, OF THE JUPITER ISLAND 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 IN A NEW SECTION 3.01 A DEVELOPMENT REVIEW BOARD TO ASSUME THE AUTHORITY, FUNCTIONS, POWERS AND DUTIES OF THE BOARD OF ADJUSTMENT AND THE IMPACT REVIEW COMMITTEE; 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; PROVIDING FOR THE AMENDMENT OF 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 set forth in Article X, Division 2, Sections 2.02, 2.03 and 2.04.
 4. The development review board shall have the authority and duty to decide applications for review and make decisions on a Unity of Title or its removal thereof .
- C. Composition. The development review board shall consist of five members each of whom shall be appointed by the mayor with the consent of the town commission. Each member of the development review board must have a place of residence within the incorporated limits of the town. Members of the development review board shall not hold any elected public office.

D. Alternate members. The development review board shall also have three alternate members each of whom shall be 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 development review board shall be three years.
2. The members of the development review board shall hold office for the term of office indicated above until the term expires. The term of a development review board member which expires may be renewed upon the appointment by the mayor with the consent of the town commission
3. Each member shall hold office until his or her successor is duly appointed.
4. Any member appointed to serve in lieu of any member on account of death, resignation, removal or disability, shall serve only for the unexpired term of the member.
5. A regular or alternate board member shall be removed whenever the member does not maintain his or her residence within the incorporated municipal limits of the town.

A regular or alternate board member may be removed whenever he or she fails to attend more than four meetings during a calendar year.

Each board member shall attend at least two meetings between the months of June and September.

F. Vacancies. Any vacancy on the development review board shall be filled within 60 days or as soon thereafter as practicable.

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

Meetings and rules of procedure.

1. The development review board shall meet monthly unless there are no applications to be considered.
2. Each January, the development review board shall elect a chairperson who shall serve for the calendar year. The chairperson shall be rotated from year to year.
3. The development review board may adopt rules for the transaction of its business.

4. The administrative official or his or her designee shall attend all meetings and present a report on the applications to be considered by the development review board, provide such testimony and evidence as necessary to inform the board about an application and make such recommendations as appropriate regarding the application.
5. 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
6. The development review board or any of its members may inspect the premises, site or area which is the subject of an application.
7. All decisions of the development review board shall be reflected in a rendered written development order.
8. All meetings of the development review board shall be open to the public, as provided by law.

Section 4. 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~~ development review 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~~ development review 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~~ development review 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 development review 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 determines 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 development review 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 the 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 development review 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 development review 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 6. 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~~, development review 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. Upon the approval of the town manager, the administrative official may engage outside counsel, or such other licensed or certified professionals as may be necessary to review an application.
- ~~C.B. Impact review committee~~, Development review board of adjustment, or town commission review. If ~~impact review committee~~, review by the development review 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 with conditions, or denial.

Sec. 7.04. Notice of public hearing.

- C. Notice of ~~impact review committee~~ development review 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~~.

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 development review 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~~ such testimony, evidence and/or argument and a written report and recommendations on each application.
- C. The applicant shall have the opportunity to present testimony, evidence, reports, and/or argument in support of the application.
- D. Any substantially affected person shall have the opportunity to present testimony, evidence, reports, and/or argument in support of or in opposition to the application.

- E. Any other person in attendance shall have the opportunity to present such testimony, 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 development review 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 7. 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~~ development review 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 development review 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 development order, ~~requirement, decision,~~ or determination from which such appeal is taken, or the right to appeal shall be barred. ~~An~~ development order shall be considered rendered for purposes of an appeal from the administrative official on the date of the administrative official's written ~~makes a determination in writing relating to the matter under appeal and,~~ in the case of an appeal from the ~~impact review committee or~~ development review board of adjustment; the development order shall be considered rendered on the date of the ~~impact review committee or board of adjustment's~~ written development order.

Section 8. 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) ~~Development review 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 development review board of adjustment will shall be made to the town commission.

Section 9. 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 10. 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 11. Codification.

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

Section 12. Effective Date.

This ordinance shall become effective immediately upon execution.

(Continued next page)

**PASSED UPON FIRST READING ON THE 22nd DAY OF JULY 2025. PASSED
AND ADOPTED UPON SECOND READING ON THE 16th DAY OF SEPTEMBER 2025.**

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk

#6911216 v1 18270-00002

Development Review Board

Membership:	7 Members / 3 Alternates
Quorum:	4
Attendance Requirement:	Miss no more than 2 meetings per year as a general rule, or must commit to attend 2 meetings during the summer.
Remote Participation:	May attend remotely or must view after the fact if unable to attend inperson or remotely.
No Quorum:	Applications will be heard by the Town Commission if a quorum is not reached by the Development Review Board.

Candidate		Mayor Townsend	VM Scott	Com Field	Com Warner	Com Taddeo
Eleanor Seaman (IRC)		X		X		
Truman Hobbs (BOA)		X		X		
Jennifer Madden (IRC)		X		X	X	
Deanne Blazie (BOA)		X		X		
Maria Byazid (IRC)		X		X	X	
Judy Holden (IRC)		X		X	X	X
Nancy Auth (BOA)		X		X		X
Walter McCormick (BOA)		X		X		
Christina Whitney (IRC)		X		X	X	
Bonnie Schiralli (IRC)		X		X		X
Mark Newman (BOA)						X
Val McNeely (BOA)						X
Marshall Field V (IRC)				X		
Hugh O'Kane (BOA)					X	

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 grant a variance from the terms of these land development regulations if the applicant demonstrates 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.

Sec. 2.02. - Standards for impact review.

The decision-maker shall approve an application for impact review approval if the applicant demonstrates that:

- A. The proposed development will not adversely affect the public interest; and
- B. The proposed development is consistent with the surrounding neighborhood character; and
- C. The visibility of the proposed development from public rights-of-way, adjacent properties, the beach, the ocean and the intracoastal waterway is minimized in a manner that is consistent with the surrounding neighborhood character; and
- D. The landscape treatment along the front lot line is comparable to the character and quantity of the streetscape along lot frontage on the same public road for a distance of 1,000 feet in both directions; and
- E. The proposed ingress and egress is functionally adequate with regard to vehicular and pedestrian safety, separation of automotive traffic, traffic flow and control, provision of services, servicing of utilities, refuse collection, and access in case of fire, catastrophe or emergency; and
- F. Proposed screens and buffers are sufficient to ensure compatibility of uses and buildings with adjacent properties; and
- G. The location, design and character of lighting and sound will not adversely affect adjacent properties; and
- H. The proposed stormwater management system is sufficient to prevent runoff from adversely affecting adjacent properties; and
- I. The proposed development is designed and located so that all buildings are screened from view from adjacent properties and public roads such that the visual character of the proposed development from adjacent properties and public roads is predominantly natural, landscape plant material, and land forms.

(Ord. No. 368, § 3, 7-17-18)

Sec. 2.03. - Standards for impact review of demolition applications.

The decision-maker shall approve an application for approval of the demolition of an existing structure or building if the applicant demonstrates that:

- A. The proposed demolition will not adversely affect the public interest; and
- B. The proposed demolition will result in the complete removal of all evidence of the former structure or building; and
- C.

If the demolition affects all of the buildings on the lot, all impermeable surfaces that were accessory to the demolished structures or buildings, including but not limited to driveways, terraces, courts, slabs, and foundations, will also be removed; and

- D. The landscape treatment along the front lot line will remain comparable to the character and quantity of the streetscape along lot frontage on the same public road for a distance of 1,000 feet in both directions, or will be planted such that it is comparable to the character and quantity of said streetscape if its existing condition is that it is not comparable in character or quantity; and
- E. The building or structure proposed for demolition does not meet the standards for landmark designation set out in article VIII, section 1.02; and
- F. The demolition will not unnecessarily affect existing landscape buffers, and landscape buffers that are affected will be restored upon completion of the demolition.
- G. The demolition will be staged such that:
 - 1. Noise will be minimized in terms of duration and volume; and
 - 2. Demolition equipment will be screened from view from neighboring properties and public rights-of-way to the maximum feasible extent; and
 - 3. No traffic on public streets in the town will be stopped during the period from November 1 to April 15; and
 - 4. Debris will be removed from the site in a manner that minimizes the number and length of additional trips on the public streets in the town; and
 - 5. Dust will be contained to the maximum practicable extent; and
 - 6. Demolition activities will have a minimal impact on adjacent infrastructure.
 - 7. Buildings proposed for demolition will receive pest control services to control rodents before and after the demolition.
- H. All exposed soil will be stabilized with plant material within ten days of completion of the demolition.

(Ord. No. 347, § 3, 9-16-14)

Sec. 2.04. - Standards for impact review of hoisted boats in excess of 31 feet in length or in excess of eight feet in height above mean high water.

The decision-maker shall approve an application for a hoisted boat that exceeds the maximum length and/or height if the applicant demonstrates that:

- A. The proposed hoisted boat will not adversely affect the public interest; and
- B. The proposed hoisted boat is consistent with the surrounding neighborhood character; and
- C.

The visibility of the proposed hoisted boat from public rights-of-way and adjacent properties is minimized in a manner that is consistent with the surrounding neighborhood character; and

- D. The landscape buffer along the side property lines minimizes the visibility of the proposed hoisted boat; and
- E. The proposed hoisted boat will not cause substantial injury to the value of any other property in the neighborhood where it is to be located; and
- F. The proposed hoisted boat will be compatible with adjoining properties and the intended purpose of the district in which it is to be located; and
- G. The proposed hoisted boat will not result in an obvious departure from the aesthetic character of the neighborhood; and
- H. The proposed hoisted boat is situated in a manner that does not materially obstruct the waterfront views from neighboring property; and
- I. The proposed hoisted boat will be associated with a dock which is conforming to all town regulations; and
- J. The proposed hoisted boat does not exceed 41 feet in length or contain more than two levels.

(Ord. No. 342, § 2, 9-17-13)

Sec. 2.02. Standards for impact review.

The decision-maker shall approve an application for impact review approval if the applicant demonstrates that:

- A. The proposed development will not adversely affect the public interest; and
- B. The proposed development is consistent with the surrounding neighborhood character; and
- C. The visibility of the proposed development from public rights-of-way, adjacent properties, the beach, the ocean and the intracoastal waterway is minimized in a manner that is consistent with the surrounding neighborhood character; and
- D. The landscape treatment along the front lot line is comparable to the character and quantity of the streetscape along lot frontage on the same public road for a distance of 1,000 feet in both directions; and
- E. The proposed ingress and egress is functionally adequate with regard to vehicular and pedestrian safety, separation of automotive traffic, traffic flow and control, provision of services, servicing of utilities, refuse collection, and access in case of fire, catastrophe or emergency; and
- F. Proposed screens and buffers are sufficient to ensure compatibility of uses and buildings with adjacent properties; and
- G. The location, design and character of lighting and sound will not adversely affect adjacent properties; and
- H. The proposed stormwater management system is sufficient to prevent runoff from adversely affecting adjacent properties; and
- I. The proposed development is designed and located so that all buildings are screened from view from adjacent properties and public roads such that the visual character of the proposed development from adjacent properties and public roads is predominantly natural, landscape plant material, and land forms.

(Ord. No. 368, § 3, 7-17-18)

Suggestions from Commissioner Taddeo:

1. **Specify language to mitigate noise from A/C units near property lines or other sources of noise**
2. **Clarify section C regarding the ocean and intracoastal waterways – the language is unclear**
3. **NOTE: the language “SHALL” is used instead of “MAY”...this is confusing in reference to previous LDR changes from Shall to May.**

Comp Plan Vision: to preserve the character of the Island

IRC

- Purpose – avoid negative impacts on neighboring properties or the Town as a whole.
(*Note the negative impacts?*)

Article X 1.00 Admin review if under 70% of allowable floor area

.02 Additions < than 600 sq. ft. as long as <hang 100% permitted

.03 Perimeter walls or fences with neighbors' consent

.04 Ground level terraces

Article X 1.01 Can demo garage or other outbuildings without permits

Article X 1.02 Change distance from 1,000 to 1,320

IRC criteria X 2.02 D Change distance

X 2.02

- A.** public interest and is located, designed, configured, landscaped and developed to avoid negative impacts on neighboring properties to avoid negative impacts on neighboring properties and the Town as a whole; and
- B.** including scale, massing, screening, setbacks and is consistent with the Comprehensive Plan vision for the Town; and
- C.** is minimized – is equal to or > than what exists in the surrounding neighborhood (smaller, fewer, hidden)
- D.** compatibility of uses? and provide for tranquility, seclusion minimizing visual light and sound trespass

(get notice of when properties are divided)

X2.03 change distance from 1,000 to 1,350

X2.04 view impacts > it for applicants rather than neighbors

BOA

Old Alternative Development Plan (page 1325)

- Replacement for non-conforming
- Conversion of use for non-conforming
- Approval of access use

Diversion 5 Variance (page 1328.1)

(180 S Beach probably can't make)

- A.** Special circumstances particular to land
- B.** These conditions not caused by owner
- C.** No special privileges
- D.** Without variance, owner(s) have hardship
- E.** Minimum action to make reasonable use of land, building or structure
- F.** Variance is consistent with general intent of LDRs
- G.** Doesn't authorize prohibited use.

Are these in the FL statute?

What does FL law say about variances?

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

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: John Duchock, Asst. Town Manager
RE: Agenda Item 11a. – Road Resurfacing Contract (Martin County/Sunshine Land Design)
Date: 8/26/2025

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. Pricing adjustments may be requested for future year(s), but must be requested in writing and approved by 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. 15. 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

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Vice President
Sunshine Land Design, Inc.
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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

TABLE OF CONTENTS

Article 1:	Definitions
Article 2:	Work / Preliminary Requirements
Article 3:	Contract Price
Article 4:	Contractor Responsibilities
Article 5:	Payment
Article 6:	Time of Performance
Article 7:	Liquidated Damages
Article 8:	Claims for Additional Time
Article 9:	Site Conditions
Article 10:	Indemnification
Article 11:	Termination
Article 12:	Suspension of the Work
Article 13:	Changes in the Work
Article 14:	Materials, Equipment, and the Workmanship; Substitutions
Article 15:	Compliance
Article 16:	Non-Discrimination
Article 17:	Defective Work
Article 18:	Bonds and Insurance
Article 19:	Performance Guarantee and Warranty
Article 20:	Shop Drawings, Product Data and Samples
Article 21:	Safety
Article 22:	Protection of the Work and Property
Article 23:	Tests and Inspections
Article 24:	Utility Coordination
Article 25:	Hazardous Materials
Article 26:	Audit
Article 27:	Public Records
Article 28:	Assignment
Article 29:	Attorney's Fees and Court Costs
Article 30:	Notices
Article 31:	Resolution of Claims and Disputes; Certified Claims
Article 32:	Miscellaneous
Exhibit A:	Scope of Services
Exhibit B:	Sample Work Order
Exhibit C:	Contractor's Unit Price Bid

- 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

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

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

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.

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

(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.

- 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.

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.

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

- 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.

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

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.

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

(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

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,

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.

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

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

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.

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).

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.

**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-Built/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.



TOWN OF JUPITER ISLAND

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
 Stuart Trent PE, Town Engineer
From: John Duchock, Asst. Town Manager
RE: Agenda Item 11b. – Isle Ridge Road Resurfacing
Date: 9/3/2025

Background:

Isle Ridge Road consists of approximately 2,600 linear feet of paved road with an average width of 10 feet (single travel lane). The road was last paved in 1999 and is in need of resurfacing. Town staff has met in the field with Sunshine Land Design (Contractor) to inspect the existing road and review the proposed project. Based on the current road surface condition and unknown, but aged, condition of the road base, the Town Engineer and Contractor agree that a full-depth reclamation approach is preferred to ensure a consistent and adequate base for the new asphalt surface. Further, the approach will provide a longer lifespan for the road compared to an alternative asphalt overlay.

Additionally, a standby lane will be added to the south side connection to South Beach Road to widen a 100-ft section of the road, improving access by both residents and commercial vehicles. Based on this information and utilizing the Town's contract pricing schedule, Sunshine Land Design has prepared the attached work proposal at a cost of \$122,623.76. Town staff has confirmed the quantity estimates are accurate and priced in accordance with the contract unit costs.

Recommendation:

Town staff recommends approval of the work proposal by Sunshine Land Design to resurface Isle Ridge Road at a cost of \$122,623.76.



**SUNSHINE
LAND DESIGN**
COMPLETE PROPERTY MAINTENANCE
RESTORATION & CONSTRUCTION SERVICES

3291 SE Lionel Terrace, Stuart, FL 34994

Phone: 772 283 2648 / Fax: 772 283 8944

www.SunshineLandDesign.com

PROPOSAL

TO: John Duchock
Asst. Town Manager/Beach District Dir.
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455
p: (772) 545-0187

PROPOSAL DATE: 9/3/2025

SUBMITTED BY: Tim Taylor
Ttaylor@sunshinelanddesign.com

ENGINEER: n/a

PLAN DATE: n/a

PROPERTY OWNER: _____

Isle Ridge

Resurfacing

Tasks:

Include 2 East Cul-de-sacs
Exclude 2 West Cul-de-sacs
Add 100ft x 10ft Base and asphalt by pass area
Remove and replace side walk on beach road as needed

ROADWAY RESURFACING CONTRACT -RFB2023-347

<u>Contract #</u>	<u>JOB AS OUTLINED BELOW</u>	<u>QTY</u>	<u>UNITS</u>	<u>ITEM \$</u>	<u>ITEM COST</u>
45	Rework Existing base, MIX AND COMPACT	4,500	SY	\$ 4.00	\$ 18,000.00
6	Type SP-12.5 (1.5" compacted)	330	TONS	\$ 205.00	\$ 67,650.00
33	12" Stabilized Subgrade	130	SY	\$ 35.00	\$ 4,550.00
35	Base group 6 with excavation	120	SY	\$ 80.00	\$ 9,600.00
6	Type SP-12.5 (1.5" compacted) - by-pass put down with road asphalt	15	TONS	\$ 205.00	\$ 3,075.00
72	Remove side walk as needed at Beach Rd - Concrete Removal	10	TONS	\$ 80.00	\$ 800.00
66	Concrete Sidewalk 4'	34	SY	\$ 66.14	\$ 2,248.76
SPECIAL	ADA Sidewalk Mats	20	SF	\$ 35.00	\$ 700.00
SPECIAL	Special Handwork required at driveway tire-ins (STAMPED CONCRETE AND PAVERS)	9	EA	\$ 800.00	\$ 7,200.00
SPECIAL	Third Party Geotechnical Engineering Services	1	LS	\$ 8,800.00	\$ 8,800.00

Net Due On Completion

TOTAL:	\$	122,623.76
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QUALIFICATIONS:

Sunshine Land Design shall white line all areas, contact all facility owners or required locaters and use due care. Under ground utilities not located or identified may not be covered in the above costs.

This Proposal is good for thirty days.

Payments not made per the above will be subject to all conditions of the Florida lien Law

In the event it is necessary for either party to file any legal action to enforce the terms of this contract the parties agree that venue of such action shall only be in State Court in Martin County Florida.

In the event it is necessary for either party to file legal action to enforce the terms of this contract then the prevailing party shall be entitled to recover reasonable attorney's fees and costs of such action including any appellate or bankruptcy proceedings associated therewith.

OWNER OR OWNER'S REP. ONLY:

ACCEPTANCE SIGNATURE: _____ DATE: _____

PRINT NAME: _____

SUNSHINE LAND DESIGN INC: *Timothy Taylor* / President

Date: 9/3/2025

**Town of Jupiter Island
Town Manager Evaluation**

Objective		1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent	Comments
1	Supervise and participate in investigations or studies necessary to securing facts upon which important determinations can be made.					X	His Depth of knowledge amazes me!
2	Attend all meetings of the Town Commission, unless excused by the Commission, with the right to take part in the discussion but without having a vote on all matters coming before the Commission.					X	
3	With the assistance of the Finance Officer, prepare the budget annually and submit it to the Commission together with a message of describing the important features and be responsible for its administration after adoption.				X		The budget overwhelms me and I often feel we could get a bit more of information.
4	Prepare and submit to the Commission, at the end of the fiscal year, a complete report on the finance and administration activities of the Town for the preceding year.				X		I don't know how much he prepares for the report.

W. Warner

5	Keep the Commission advised of the financial condition and future needs of the Town and make such recommendations as the Manager may deem desirable.							X	Assume he does.
6	Recommend to the Commission, from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services.								This he does well.
7	Negotiate on behalf of the Town, and markets the community throughout the state, local and private agencies who can provide financial resources to greatly improve local social-economic conditions.								Not sure how this applies.
8	Visits with Congressional or Legislative delegation to bring additional financial resources to the community through appropriations for social and economic development purposes.						X		Not sure about this either.
9	Implement policy established and directed by the Town Commission.							X	Oh yes.
10	Scout and engage suitable legal representation for specific matters as directed by the Town Commission.							X	Did a great job on that.

4

This section pertains to the specific presentation of Manager achievements and organization accomplishments. After reviewing the Manager's submission, score the achievements and accomplishments as a whole, providing remarks and observations as appropriate.	1	2	3	4	5
	Poor	Below Avg	Avg	Above Avg	Excellent
Overall score:					Not Applicable

Comments:

Have not seen a presentation of manager's achievements.

[illegible]

Section 2 - Town Manager Evaluation

Town Manager Objectives and Accomplishments Fiscal Year 2024/2025

Having completed my second year as Town Manager I established the following very important priority objectives for this past year, in the hopes of advancing the Town's interests.

1. Objective

Bring the numerous and never-ending legal battles and property rights disputes to a successful ending.

Accomplishments

- Sought out the very best external legal counsel to achieve this end.
- Worked to achieve a Global Settlement, successfully concluding 4.5 years of litigation in the "Notice Case".
- Prevailed in multiple lawsuits against the Town over the issuance of building permits "Mandamus Cases".
- Worked to adopt an ordinance relocating the Waterfront Setback Line based on the science and the Town's vision for future development.
- Successfully ended a Whistle Blower Suit brought against the former Town Manager.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					5 ++

Comments:

Finally hired the best attorney and he negotiated a settlement.

2. Objective

Conduct a complete assessment of SMRU.

Accomplishments

- Conducted a complete assessment of SMRU.

Section 2 - Town Manager Evaluation

- Addressed the burgeoning issues facing SMRU by recognizing the need to provide expert oversight on the significant capital projects and expenses coming in the next five to ten years.
- Currently working on an interlocal agreement between the Town and the Florida Government Utility Authority to provide those needed services, and to provide the Commission with the information needed to make very important decisions.
- Eliminated the Public Services Department by uncoupling the Utility from the Public Works Department and placing Public Works under the direction of the Assistant Town Manager

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
				X	

Comments:

Not aware of all of the above.

3. Objective

Improve the working relationship with Martin County on matters of mutual interest.

Accomplishments

- Participating on the Government Management Panel of Martin County.
- Met with the Martin County Administrator on multiple occasions to finalize a design of the proposed Ocean Rescue Facility at the Hobe Sound Public Beach that is acceptable to all the parties involved.
- Worked with Martin County Administrator to achieve \$9.292 million from the County for cost sharing in sand replacement.
- Settled the long-term dispute regarding utility service territories, agreed on mutually beneficial utility service territories, and established protocol to avoid any future disputes.

Section 2 - Town Manager Evaluation

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

Very aware of this.

4. Objective

Increase community outreach and create opportunities for resident participation in Town governance.

Accomplishments

- Conducted multiple Town Workshops with resident participation on matters of community importance to include Septic to Sewer Conversion, Waterfront Setback Line, and Town's Comprehensive Plan.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

We try but its difficult to get people engaged – but it has gotten better.

Section 2 - Town Manager Evaluation

5. Objective

Maintain a heavy involvement at the state and federal levels on matters of significant importance to the Town.

Accomplishments

- Extended and expanded our External Relations Consultant's contract and have been working very closely on some serious legislative matters of concern in an effort to keep the Commission informed on the matters.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
				X	

In addition to the objectives and accomplishments listed, I'm also providing a list that each individual department has accomplished under my direction:

Comments:

Very good decision to engage an External Relations representative plus a crisis management team to ensure our public relations are performed at the highest level.

Finance Department

- Participated in strategic support for SMRU by participating in multiple meetings evaluating service level needs of the SMRU Administration Department, and by contributing to the development of a near-term solution involving contracted capital project administration support.
- Presented a comprehensive analysis of SMRU's three outstanding debt obligations, outlining timelines and implications for long-term financing. Positioned this debt analysis and associated capital needs as a priority area for the coming years.

Section 2 - Town Manager Evaluation

- Ensured statutory compliance by recommending formalizing the Building Department's reserve fund to align with Florida Statutes, approved by the Town Commission in March 2025, and supported a reduction in building permit fees.
- Supported records and data management by leading efforts to purge outdated finance records, disposing of ~200 banker boxes per public records retention guidelines, with ongoing efforts planned.
- Collaborated with all departments to produce the FY25/26 draft and final budgets.
- Delivered presentations to the Town Commission; achieved full TRIM compliance and State-DOR approval.
- Prepared and executed budget amendments as needed.
- Completed and presented the FY2024 audit and financial statements.
- Actively monitored cash flows and implemented investment strategies for the General Fund, SMRU, and Beach District—maximizing revenue potential.

Human Resources

- Through effective recruitment and selection, the Human Resources (HR) department has successfully filled multiple vacancies in numerous departments. HR will have assisted in the recruitment, advertising, interviews, completed backgrounds, negotiated offers and on-boarding of thirteen (13) employees by July 9, 2025. This is down from 27 in the previous year. HR has also processed twenty-one (21) terminations during this timeframe, five (5) of those were performance related, the rest were retirements, relocations, and reorganizations of departments such as the Beach District and only 3 terminations were new hires during the past year, demonstrating a reasonably successful recruitment and vetting effort.
- Continued to participate in Collective Bargaining negotiations, meeting with the Town's Labor and General Attorney's along with the Town Commission to review and discuss options for the new contract, providing detailed cost estimates for different wage and benefit proposals.

Building Department

Section 2 - Town Manager Evaluation

- Initiated a comprehensive review and revision of the Town's Ordinances to better ensure alignment with current priorities and long-term strategic goals of the Town.
- Led an active Code Enforcement program, fostering regular engagement with contractors to strengthen compliance with the Town's ordinances and standards.
- Streamlined operations within the Building Department, enhancing the department's webpage and increasing accessibility to forms and applications, processes, and procedures for the public and staff.

Public Safety Department

- Initiated testing of a new Video Management System (VMS) within our operating platform to enhance the way video feeds are monitored and managed in our Communications Center.
- Acquired portable speed display signs for deployment in high-complaint traffic areas to increase driver awareness and promote safer driving behavior. Additionally, a portable message board was purchased to serve as a public communication tool during periods of high visitor activity, particularly at beach access points.
- Implemented Drone Program which includes the purchase of a Skydio Drone for surveillance, licensed and certified drone operators and created Drone Operation Policies.
- Added full-time position to Administrative Support as a Support Services Technician to manage all video evidence related to body cam and in-car video files, assist with records management, accreditation requirements and policy updates.
- Participated in ICE Delegated Immigration Officer Training and 10 officers were credentialed as Immigration Task Force Officers as part of the Homeland Security 287g Task Force.

Public Works Department

- **Organizational Leadership:** Conducted comprehensive assessment of departmental staffing; implemented strategic improvements that enhanced team efficiency, morale, and cohesion.
- **Facility Improvements:** Directed all aspects of Town Hall repairs, including roof restoration, interior painting, flooring and upholstery maintenance, generator servicing, and HVAC system upgrades—ensuring operational reliability and an improved public environment.
- **Resiliency and Infrastructure Projects:** Oversaw planning and execution of critical resiliency initiatives addressing road drainage and flooding, SB Road evacuation preparedness, and dune reinforcement in the 600 block.

Section 2 - Town Manager Evaluation

- Community Engagement & Environmental Planning: Appointed Town Liaison to the Beautification Committee and Ficus Allée; launched procurement of replacement trees for Town Hall grounds and initiated a long-term succession plan for the Allée. Engaged King Tree Service as a specialist consultant to ensure the preservation and continuity of this landmark feature.

Administration/Clerk's Office

- Public Records - Processed extensive Public Records Requests resulting in the production of well over 100,000 public records, including documents, emails, texts, audio, body cam and video.
- Clerk Module Software - Continued implementation of new software program, adding enhancements that improve access to agendas, materials, and meetings while expanding searchability.
- Assistant Town Clerk - Created a new Assistant Town Clerk position with a comprehensive training program to elevate overall efficiency of the Clerk's Office.
- Municipal Supervisor of Elections - Conducted all aspects of the election process, ensuring compliance with electoral laws and regulations while maintaining transparency. Utilized new website to leverage election communication and accessibility.
- Ethics Training - Organized in-house Ethics training for elected Commissioners and non-elected officials, ensuring adherence to state mandates while remaining within the allocated budget.
- Records Management Liaison Officer (RMLO) - Led effort to reduce costly off-site storage by initiating multi-departmental purge of outdated records, maintaining reports and ensuring compliance with state mandates.
- Records Management Program - Procured and began implementation of a Records Management software program. Formed a cross-departmental team to lead program training in each department.
- Executive Administration - Proactively anticipated executive needs and effectively prioritized tasks to exhibit high precision and attention to detail.
- Community Relationships - Proactively engaged with County and neighboring elected officials, strengthening community ties and promoting shared learning opportunities.

Information Technology Department

Section 2 - Town Manager Evaluation

- During Fiscal year 2025, the Department of Information Technology has continued to manage and implement Town-wide projects, maintaining > 99% uptime.
- Installed and configured dedicated hardware to allow live streaming of Town meetings to our website. This provides a much more stable, clearer stream and allows the indexing of all meetings to the accompanying agenda while centrally locating all meeting materials for ease of access.
- Put in place a new Video Management system for our security cameras that includes cloud-based storage including built-in AI and Analytics.
- Reduced expenses by tens of thousands of dollars by moving old telephone lines at Townhall and Public Safety to mobile services that are forwarded to our in-house phone systems.
- Upgraded the Town Wi-Fi at multiple locations to an enterprise grade system, providing a more stable and secure connection.
- Replaced all primary ingress/egress switches at every town and SMRU owned location with newer, more reliable hardware. The previous switches were approaching 15 years old.
- Continued to work on configuration of our new firewalls at the county CAT 5 data center.

Beach Protection District

- Conducted major project oversight managing \$33.9M expanded construction contract for the 2025 Beach Restoration Project, ensuring compliance, fiscal stewardship and timeline integrity.
- Preserved enhanced cost-sharing level for LGFR program at 19.0% (up from original 13.14%)
- Converted turtle and shorebird monitoring to contractual services, aligning with regulatory mandates
- Coordinated planning responses to potential loss of FEMA Category G Funding and monitored related legislative proposals impacting coastal resilience.
- Administered Beach Cleaning Services Contract, enhancing the level of service for Public Works
- Advanced design and permitting for the feeder beach south fill template modification

Section 2 - Town Manager Evaluation

- Developed FY25/26 Beach Protection District budget and updated the 12-Year Financial Plan to guide long-term coastal management efforts, refining long-term goals and aligning with evolving regulatory and environmental demands.

South Martin Regional Utility

- Oversaw elemental analysis of PFAS conditions at the North and South Plant production systems, and initiated design and planning responses. Continued progress toward defining final improvements for implementation.
- Conducted a cost and feasibility study for transitioning Jupiter Island residents from septic to sewer, rescuing a ~\$1M stranded investment from 2009.
- Strengthened collaborative relationships with Martin County and adjacent municipalities, fostering greater regional support and awareness for the Town and SMRU.
- Initiated and negotiated future well site development within new developments to support long-term water supply; adopted as standard for all new developments during site review.

Town of Jupiter Island
Town Manager Evaluation

Objective		1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent	Comments
1	Supervise and participate in investigations or studies necessary to securing facts upon which important determinations can be made.					X	
2	Attend all meetings of the Town Commission, unless excused by the Commission, with the right to take part in the discussion but without having a vote on all matters coming before the Commission.					X	
3	With the assistance of the Finance Officer, prepare the budget annually and submit it to the Commission together with a message of describing the important features and be responsible for its administration after adoption.					X	

4	Prepare and submit to the Commission, at the end of the fiscal year, a complete report on the finance and administration activities of the Town for the preceding year.							X		
5	Keep the Commission advised of the financial condition and future needs of the Town and make such recommendations as the Manager may deem desirable.							X		
6	Recommend to the Commission, from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services.							X		
7	Negotiate on behalf of the Town, and markets the community throughout the state, local and private agencies who can provide financial resources to greatly improve local social-economic conditions.							X		
8	Visits with Congressional or Legislative delegation to bring additional financial resources to the community through appropriations for social and economic development purposes.									I am unaware of these interactions

9	Implement policy established and directed by the Town Commission.								X	
10	Scout and engage suitable legal representation for specific matters as directed by the Town Commission.								X	
11	To be responsible for the supervision of all departments and employees of the Town and to see that laws and ordinances are enforced.								X	
12	To appoint or terminate or to delegate the appointment and termination of all Town employees.								X	
13	To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed.								X	
14	To be the purchasing agent for the Town, by whom all purchases of supplies shall be made, and to approve all vouchers for the payment of same. All purchases and sales shall conform to such regulations as the Town Commission may from time to time prescribe. The duties as prescribed in this subparagraph may be amended by ordinance.								X	

15	To perform other such duties as the Town Commission may prescribe.						X	
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Section 2

This section pertains to the specific presentation of Manager achievements and organization accomplishments. After reviewing the Manager's submission, score the achievements and accomplishments as a whole, providing remarks and observations as appropriate.	1	2	3	4	5
	Poor	Below Avg	Avg	Above Avg	Excellent
Overall score:					

Comments:

[illegible]

Section 2 - Town Manager Evaluation

Town Manager Objectives and Accomplishments Fiscal Year 2024/2025

Having completed my second year as Town Manager I established the following very important priority objectives for this past year, in the hopes of advancing the Town's interests.

1. Objective

Bring the numerous and never-ending legal battles and property rights disputes to a successful ending.

Accomplishments

- Sought out the very best external legal counsel to achieve this end.
- Worked to achieve a Global Settlement, successfully concluding 4.5 years of litigation in the "Notice Case".
- Prevailed in multiple lawsuits against the Town over the issuance of building permits "Mandamus Cases".
- Worked to adopt an ordinance relocating the Waterfront Setback Line based on the science and the Town's vision for future development.
- Successfully ended a Whistle Blower Suit brought against the former Town Manager.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

Bob did a fantastic job quarterbacking this complicated process.

2. Objective

Conduct a complete assessment of SMRU.

Accomplishments

- Conducted a complete assessment of SMRU.

Section 2 - Town Manager Evaluation

- Addressed the burgeoning issues facing SMRU by recognizing the need to provide expert oversight on the significant capital projects and expenses coming in the next five to ten years.
- Currently working on an interlocal agreement between the Town and the Florida Government Utility Authority to provide those needed services, and to provide the Commission with the information needed to make very important decisions.
- Eliminated the Public Services Department by uncoupling the Utility from the Public Works Department and placing Public Works under the direction of the Assistant Town Manager

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

There is still much work to be done on SMRU. I have shared my deep reservations concerning the operations of SMRU.

3. Objective

Improve the working relationship with Martin County on matters of mutual interest.

Accomplishments

- Participating on the Government Management Panel of Martin County.
- Met with the Martin County Administrator on multiple occasions to finalize a design of the proposed Ocean Rescue Facility at the Hobe Sound Public Beach that is acceptable to all the parties involved.
- Worked with Martin County Administrator to achieve \$9.292 million from the County for cost sharing in sand replacement.
- Settled the long-term dispute regarding utility service territories, agreed on mutually beneficial utility service territories, and established protocol to avoid any future disputes.

Section 2 - Town Manager Evaluation

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

Bob has done a great job with the County despite challenges created by one of the Commissioners who is perennially
~~At odds with the County~~

4. Objective

Increase community outreach and create opportunities for resident participation in Town governance.

Accomplishments

- Conducted multiple Town Workshops with resident participation on matters of community importance to include Septic to Sewer Conversion, Waterfront Setback Line, and Town's Comprehensive Plan.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

Sadly, the workshops are poorly attended. That is no fault of Bob's.

Section 2 - Town Manager Evaluation

5. Objective

Maintain a heavy involvement at the state and federal levels on matters of significant importance to the Town.

Accomplishments

- Extended and expanded our External Relations Consultant's contract and have been working very closely on some serious legislative matters of concern in an effort to keep the Commission informed on the matters.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

We have just scratched the surface of this.

In addition to the objectives and accomplishments listed, I'm also providing a list that each individual department has accomplished under my direction:

Finance Department

- Participated in strategic support for SMRU by participating in multiple meetings evaluating service level needs of the SMRU Administration Department, and by contributing to the development of a near-term solution involving contracted capital project administration support.

Section 2 - Town Manager Evaluation

- Presented a comprehensive analysis of SMRU's three outstanding debt obligations, outlining timelines and implications for long-term financing. Positioned this debt analysis and associated capital needs as a priority area for the coming years.
- Ensured statutory compliance by recommending formalizing the Building Department's reserve fund to align with Florida Statutes, approved by the Town Commission in March 2025, and supported a reduction in building permit fees.
- Supported records and data management by leading efforts to purge outdated finance records, disposing of ~200 banker boxes per public records retention guidelines, with ongoing efforts planned.
- Collaborated with all departments to produce the FY25/26 draft and final budgets.
- Delivered presentations to the Town Commission; achieved full TRIM compliance and State-DOR approval.
- Prepared and executed budget amendments as needed.
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- Actively monitored cash flows and implemented investment strategies for the General Fund, SMRU, and Beach District—maximizing revenue potential.

Human Resources

- Through effective recruitment and selection, the Human Resources (HR) department has successfully filled multiple vacancies in numerous departments. HR will have assisted in the recruitment, advertising, interviews, completed backgrounds, negotiated offers and on-boarding of thirteen (13) employees by July 9, 2025. This is down from 27 in the previous year. HR has also processed twenty-one (21) terminations during this timeframe, five (5) of those were performance related, the rest were retirements, relocations, and reorganizations of departments such as the Beach District and only 3 terminations were new hires during the past year, demonstrating a reasonably successful recruitment and vetting effort.
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Section 2 - Town Manager Evaluation

Building Department

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Public Works Department

- **Organizational Leadership:** Conducted comprehensive assessment of departmental staffing; implemented strategic improvements that enhanced team efficiency, morale, and cohesion.
- **Facility Improvements:** Directed all aspects of Town Hall repairs, including roof restoration, interior painting, flooring and upholstery maintenance, generator servicing, and HVAC system upgrades—ensuring operational reliability and an improved public environment.

Section 2 - Town Manager Evaluation

- **Resiliency and Infrastructure Projects:** Oversaw planning and execution of critical resiliency initiatives addressing road drainage and flooding, SB Road evacuation preparedness, and dune reinforcement in the 600 block.
- **Community Engagement & Environmental Planning:** Appointed Town Liaison to the Beautification Committee and Ficus Allée; launched procurement of replacement trees for Town Hall grounds and initiated a long-term succession plan for the Allée. Engaged King Tree Service as a specialist consultant to ensure the preservation and continuity of this landmark feature.

Administration/Clerk's Office

- **Public Records -** Processed extensive Public Records Requests resulting in the production of well over 100,000 public records, including documents, emails, texts, audio, body cam and video.
- **Clerk Module Software -** Continued implementation of new software program, adding enhancements that improve access to agendas, materials, and meetings while expanding searchability.
- **Assistant Town Clerk -** Created a new Assistant Town Clerk position with a comprehensive training program to elevate overall efficiency of the Clerk's Office.
- **Municipal Supervisor of Elections -** Conducted all aspects of the election process, ensuring compliance with electoral laws and regulations while maintaining transparency. Utilized new website to leverage election communication and accessibility.
- **Ethics Training -** Organized in-house Ethics training for elected Commissioners and non-elected officials, ensuring adherence to state mandates while remaining within the allocated budget.
- **Records Management Liaison Officer (RMLO) -** Led effort to reduce costly off-site storage by initiating multi-departmental purge of outdated records, maintaining reports and ensuring compliance with state mandates.
- **Records Management Program -** Procured and began implementation of a Records Management software program. Formed a cross-departmental team to lead program training in each department.
- **Executive Administration -** Proactively anticipated executive needs and effectively prioritized tasks to exhibit high precision and attention to detail.
- **Community Relationships -** Proactively engaged with County and neighboring elected officials, strengthening community ties and promoting shared learning opportunities.

Section 2 - Town Manager Evaluation

Information Technology Department

- During Fiscal year 2025, the Department of Information Technology has continued to manage and implement Town-wide projects, maintaining > 99% uptime.
- Installed and configured dedicated hardware to allow live streaming of Town meetings to our website. This provides a much more stable, clearer stream and allows the indexing of all meetings to the accompanying agenda while centrally locating all meeting materials for ease of access.
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- Upgraded the Town Wi-Fi at multiple locations to an enterprise grade system, providing a more stable and secure connection.
- Replaced all primary ingress/egress switches at every town and SMRU owned location with newer, more reliable hardware. The previous switches were approaching 15 years old.
- Continued to work on configuration of our new firewalls at the county CAT 5 data center.

Beach Protection District

- Conducted major project oversight managing \$33.9M expanded construction contract for the 2025 Beach Restoration Project, ensuring compliance, fiscal stewardship and timeline integrity.
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- Administered Beach Cleaning Services Contract, enhancing the level of service for Public Works
- Advanced design and permitting for the feeder beach south fill template modification

Section 2 - Town Manager Evaluation

- Developed FY25/26 Beach Protection District budget and updated the 12-Year Financial Plan to guide long-term coastal management efforts, refining long-term goals and aligning with evolving regulatory and environmental demands.

South Martin Regional Utility

- Oversaw elemental analysis of PFAS conditions at the North and South Plant production systems, and initiated design and planning responses. Continued progress toward defining final improvements for implementation.
- Conducted a cost and feasibility study for transitioning Jupiter Island residents from septic to sewer, rescuing a ~\$1M stranded investment from 2009.
- Strengthened collaborative relationships with Martin County and adjacent municipalities, fostering greater regional support and awareness for the Town and SMRU.
- Initiated and negotiated future well site development within new developments to support long-term water supply; adopted as standard for all new developments during site review.

**Town of Jupiter Island
Town Manager Evaluation**

Taddo
Agenda Item 12a

	Objective	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent	Comments
1	Supervise and participate in investigations or studies necessary to securing facts upon which important determinations can be made.					X	
2	Attend all meetings of the Town Commission, unless excused by the Commission, with the right to take part in the discussion but without having a vote on all matters coming before the Commission.					X	
3	With the assistance of the Finance Officer, prepare the budget annually and submit it to the Commission together with a message of describing the important features and be responsible for its administration after adoption.					X	
4	Prepare and submit to the Commission, at the end of the fiscal year, a complete report on the finance and administration activities of the Town for the preceding year.					X	

5	Keep the Commission advised of the financial condition and future needs of the Town and make such recommendations as the Manager may deem desirable.								X	
6	Recommend to the Commission, from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services.								X	
7	Negotiate on behalf of the Town, and markets the community throughout the state, local and private agencies who can provide financial resources to greatly improve local social-economic conditions.								X	
8	Visits with Congressional or Legislative delegation to bring additional financial resources to the community through appropriations for social and economic development purposes.								X	
9	Implement policy established and directed by the Town Commission.								X	

10	Scout and engage suitable legal representation for specific matters as directed by the Town Commission.								XX	
11	To be responsible for the supervision of all departments and employees of the Town and to see that laws and ordinances are enforced.								X	
12	To appoint or terminate or to delegate the appointment and termination of all Town employees.							X		
13	To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed.							X		
14	To be the purchasing agent for the Town, by whom all purchases of supplies shall be made, and to approve all vouchers for the payment of same. All purchases and sales shall conform to such regulations as the Town Commission may from time to time prescribe. The duties as prescribed in this subparagraph may be amended by ordinance.								X	
15	To perform other such duties as the Town Commission may prescribe.								X	

Section 2

This section pertains to the specific presentation of Manager achievements and organization accomplishments. After reviewing the Manager's submission, score the achievements and accomplishments as a whole, providing remarks and observations as appropriate.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
Overall score:					X

Comments:

[illegible]

Section 2 - Town Manager Evaluation

Town Manager Objectives and Accomplishments Fiscal Year 2024/2025

Having completed my second year as Town Manager I established the following very important priority objectives for this past year, in the hopes of advancing the Town's interests.

1. Objective

Bring the numerous and never-ending legal battles and property rights disputes to a successful ending.

Accomplishments

- Sought out the very best external legal counsel to achieve this end.
- Worked to achieve a Global Settlement, successfully concluding 4.5 years of litigation in the "Notice Case".
- Prevailed in multiple lawsuits against the Town over the issuance of building permits "Mandamus Cases".
- Worked to adopt an ordinance relocating the Waterfront Setback Line based on the science and the Town's vision for future development.
- Successfully ended a Whistle Blower Suit brought against the former Town Manager.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

This was an outstanding accomplishment, changing the legal team was a brilliant move/decision. He kept the Commission fully up to date throughout the whole process and ensured nothing slipped through the cracks. This accomplishment alone merits a 15% bonus.

2. Objective

Conduct a complete assessment of SMRU.

Accomplishments

- Conducted a complete assessment of SMRU.

Section 2 - Town Manager Evaluation

- Addressed the burgeoning issues facing SMRU by recognizing the need to provide expert oversight on the significant capital projects and expenses coming in the next five to ten years.
- Currently working on an interlocal agreement between the Town and the Florida Government Utility Authority to provide those needed services, and to provide the Commission with the information needed to make very important decisions.
- Eliminated the Public Services Department by uncoupling the Utility from the Public Works Department and placing Public Works under the direction of the Assistant Town Manager

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
				X	

Comments:

This was a needed accomplishment to ensure the future of SMRU was fully capable of meeting all future needs of customers at the highest level of quality.

3. Objective

Improve the working relationship with Martin County on matters of mutual interest.

Accomplishments

- Participating on the Government Management Panel of Martin County.
- Met with the Martin County Administrator on multiple occasions to finalize a design of the proposed Ocean Rescue Facility at the Hobe Sound Public Beach that is acceptable to all the parties involved.
- Worked with Martin County Administrator to achieve \$9.292 million from the County for cost sharing in sand replacement.
- Settled the long-term dispute regarding utility service territories, agreed on mutually beneficial utility service territories, and established protocol to avoid any future disputes.

Section 2 - Town Manager Evaluation

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

This improved working conditions with Martin County has already paid excellent dividends.

This accomplishment is worth a bonus.

4. Objective

Increase community outreach and create opportunities for resident participation in Town governance.

Accomplishments

- Conducted multiple Town Workshops with resident participation on matters of community importance to include Septic to Sewer Conversion, Waterfront Setback Line, and Town's Comprehensive Plan.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
				X	

Comments:

It is not an easy task to get large attendance at Town meetings. But all the meetings were prepared and

Section 2 - Town Manager Evaluation

conducted at the highest level.

5. Objective

Maintain a heavy involvement at the state and federal levels on matters of significant importance to the Town.

Accomplishments

- Extended and expanded our External Relations Consultant's contract and have been working very closely on some serious legislative matters of concern in an effort to keep the Commission informed on the matters.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

Very good decision to engage an External Relations representative plus a crisis management team to ensure our public relations are performed at the highest level.

In addition to the objectives and accomplishments listed, I'm also providing a list that each individual department has accomplished under my direction:

Finance Department

- Participated in strategic support for SMRU by participating in multiple meetings evaluating service level needs of the SMRU Administration Department, and by contributing to the development of a near-term solution involving contracted capital project administration support.

**Town of Jupiter Island
Town Manager Evaluation**

Objective		1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent	Comments
1	Supervise and participate in investigations or studies necessary to securing facts upon which important determinations can be made.					X	Efforts have been made to review departments, projects and challenges ahead, to provide information and analyses. The relevant facts are clearly presented.
2	Attend all meetings of the Town Commission, unless excused by the Commission, with the right to take part in the discussion but without having a vote on all matters coming before the Commission.					X	Attends Town Commission meetings as well as other Boards & Commissions - IRC, BOA & LPA, Finance, Pension.
3	With the assistance of the Finance Officer, prepare the budget annually and submit it to the Commission together with a message of describing the important features and be responsible for its administration after adoption.					X	Budget process is clear and transparent. Notable components are highlighted. The budget is diligent about managing expenditures and receivables exercising fiscal restraint.
4	Prepare and submit to the Commission, at the end of the fiscal year, a complete report on the finance and administration activities of the Town for the preceding year.					X	The yearly audit and monthly finance reports provide clear information. Budget amendments when needed are clearly explained. In addition to the end of the year, written report on objectives and accomplishments there are monthly updates.

5	Keep the Commission advised of the financial condition and future needs of the Town and make such recommendations as the Manager may deem desirable.								X	See above.
6	Recommend to the Commission, from time to time, adoption of such measures as may be deemed necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services.								X	Hiring outside counsel for litigation brought resolution to contentious issues. Consultant's review of departments has provided useful information helping reach decisions or make preparations.
7	Negotiate on behalf of the Town, and markets the community throughout the state, local and private agencies who can provide financial resources to greatly improve local social-economic conditions.								X	Created a cost share memorandum with the County for beach projects. Staff has prepared grant applications for SMRU projects.
8	Visits with Congressional or Legislative delegation to bring additional financial resources to the community through appropriations for social and economic development purposes.								X	Working to ensure continual funding for Beach restoration projects.
9	Implement policy established and directed by the Town Commission.								X	Directions from Town Commission thoughtfully implemented.

10	Scout and engage suitable legal representation for specific matters as directed by the Town Commission.							X	<i>Engaged and utilized Town counsel and outside counsel as appropriate.</i>
11	To be responsible for the supervision of all departments and employees of the Town and to see that laws and ordinances are enforced.							X	<i>Code enforcement has improved with current staff in building department. Public safety officers are encouraged to address all ordinance violations when observed.</i>
12	To appoint or terminate or to delegate the appointment and termination of all Town employees.							X	<i>Has worked through some more involved situations with thoughtfulness and in best interest of Town.</i>
13	To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed.							X	<i>SMRU is being carefully reviewed and capital needs being planned for septic to sewer project being evaluated and reviewed.</i>
14	To be the purchasing agent for the Town, by whom all purchases of supplies shall be made, and to approve all vouchers for the payment of same. All purchases and sales shall conform to such regulations as the Town Commission may from time to time prescribe. The duties as prescribed in this subparagraph may be amended by ordinance.							X	<i>Town expenditures are carefully monitored. Excess spending has been the result of requests for additional work or consultants by the Town Commission or legal expenses for the Town to effectively defend its interests.</i>
15	To perform other such duties as the Town Commission may prescribe.							X	<i>Is thoughtful in bringing timely matters to the Commission's attention.</i>

Section 2

This section pertains to the specific presentation of Manager achievements and organization accomplishments. After reviewing the Manager's submission, score the achievements and accomplishments as a whole, providing remarks and observations as appropriate.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
Overall score:					X

Comments:

The Town has worked through significant long term issues. One litigation remains that the Town is working to resolve as well as the associated matters. The review of LDRs and Comprehensive Plan is proceeding. Recent state legislation has created additional factors to consider in this regard. Incorporating all new state mandates will need to be addressed. As areas of concern of improvement are noted staff and the Commission work to make necessary changes. The process to merge the BOA & IRC into a new BRD is underway.

Town Manager Objectives and Accomplishments Fiscal Year 2024/2025

Having completed my second year as Town Manager I established the following very important priority objectives for this past year, in the hopes of advancing the Town's interests.

1. Objective

Bring the numerous and never-ending legal battles and property rights disputes to a successful ending.

Accomplishments

- Sought out the very best external legal counsel to achieve this end.
- Worked to achieve a Global Settlement, successfully concluding 4.5 years of litigation in the "Notice Case".
- Prevailed in multiple lawsuits against the Town over the issuance of building permits "Mandamus Cases".
- Worked to adopt an ordinance relocating the Waterfront Setback Line based on the science and the Town's vision for future development.
- Successfully ended a Whistle Blower Suit brought against the former Town Manager.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

The contentious issues surrounding the WFSBL, notice suit and multiple related issues were resolved with a Global settlement. Reaching a complex compromise (not an easy feat) appears to have mostly restored civility to the community and set an example of collaboration. The 2025 WFSBL protects property rights and dune structure is essential for the long-term health of the Island. I am hopeful that the learning the Community takes from this experience is the importance of finding common ground rather than litigation.

2. Objective

Conduct a complete assessment of SMRU.

Accomplishments

- Conducted a complete assessment of SMRU.

Section 2 - Town Manager Evaluation

- Addressed the burgeoning issues facing SMRU by recognizing the need to provide expert oversight on the significant capital projects and expenses coming in the next five to ten years.
- Currently working on an interlocal agreement between the Town and the Florida Government Utility Authority to provide those needed services, and to provide the Commission with the information needed to make very important decisions.
- Eliminated the Public Services Department by uncoupling the Utility from the Public Works Department and placing Public Works under the direction of the Assistant Town Manager

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

SMRU clearly has expansion/capacity issues with increasing development and septic to sewer issues with increasing development and septic to sewer initiatives. For several years it has been operating without an assistant utility director despite attempts to fill the position. Combine this with preparing for the future projects that will cost millions, one person could not handle both SMRU & Public Works. Assigning Public Works to the Beach Director/Assistant Town Manager is working for now with a review of Public Works as has been done with other departments seems prudent going forward.

3. Objective

Improve the working relationship with Martin County on matters of mutual interest.

Accomplishments

- Participating on the Government Management Panel of Martin County.
- Met with the Martin County Administrator on multiple occasions to finalize a design of the proposed Ocean Rescue Facility at the Hobe Sound Public Beach that is acceptable to all the parties involved.
- Worked with Martin County Administrator to achieve \$9.292 million from the County for cost sharing in sand replacement.
- Settled the long-term dispute regarding utility service territories, agreed on mutually beneficial utility service territories, and established protocol to avoid any future disputes.

Section 2 - Town Manager Evaluation

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

The Town and County have worked well together to find beneficial solutions to issues of mutual interest.

Town staff and elected officials are more involved with County and State issues and staff. Martin County Commissioners and staff have attended Town Commission meetings as have our state legislative

Representatives. As the actions of both the state and the county can have significant impacts on the Town, It is important to have good working relationships.

4. Objective

Increase community outreach and create opportunities for resident participation in Town governance.

Accomplishments

- Conducted multiple Town Workshops with resident participation on matters of community importance to include Septic to Sewer Conversion, Waterfront Setback Line, and Town's Comprehensive Plan.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

The Town has held workshops for residents on topics of importance. These opportunities had not been available before. The Town continues to have monthly coffee hours and has improved its website and ability

Section 2 - Town Manager Evaluation

for residents to view topics of interest online. All meeting materials are available online.

5. Objective

Maintain a heavy involvement at the state and federal levels on matters of significant importance to the Town.

Accomplishments

- Extended and expanded our External Relations Consultant's contract and have been working very closely on some serious legislative matters of concern in an effort to keep the Commission informed on the matters.

Score the accomplishments associated with each objective and provide comments related to each.	1 Poor	2 Below Avg	3 Avg	4 Above Avg	5 Excellent
					X

Comments:

The Town has been much more engaged and attentive to actions at the county, state and federal levels. We have looked for the most effective lobbyists to have the Town's concerns and interests be heard. Direct contact with elected representatives has been made when appropriate. Every year we learn more about how to be more effective in these efforts.

In addition to the objectives and accomplishments listed, I'm also providing a list that each individual department has accomplished under my direction:

Finance Department

- Participated in strategic support for SMRU by participating in multiple meetings evaluating service level needs of the SMRU Administration Department, and by contributing to the development of a near-term solution involving contracted capital project administration support.

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

John Duchock

- Assistant Town Manager
- Beach Protection District Director
 - Public Works Director

Assistant Town Manager

General:

Continue role as Assistant Town Manager, supporting Town Manager as directed.
Assist with review of documents prepared for global settlement agreement.
Act as Town lead on future resiliency and mitigation planning activities.
Town rep. in discussions with Martin County (inlet/beach, vulnerability, long range planning).
Serve as Chair of Local Mitigation Strategy Taskforce (Martin County).
Track and report on active and proposed state and federal legislation of Town interest.
Attend SMRU all-hands meetings and finance department meetings.
Assist with human resource decision-making (hiring, performance monitoring, termination).
Serve as Safety Committee Chair
Serve on Defined Benefit and Defined Contribution Plan Committees
Review and approve requests for distributions from retirement plans.
Approve/sign Town checks for vendor payments
Track/monitor County issues (western development, comp plan changes, etc.)
Assist Town Manager with other special projects as needed.

Special Projects:

Coordinate resiliency projects: road drainage/flooding, SB Road evacuation, 600 block dune
North Beach Road rights-of-way abandonment alternatives and resident coordination
Future beach parking planning.
Town facilities maintenance planning.
Lead public workshops concerning Waterfront Setback Line Study, etc.
Complete Waterfront Setback Line Study and finalize new maps for adoption.
Assist with Town Comp Plan EAR and LDR revisions.
Continue Town-wide Vulnerability Assessment Study (100% funded by FDEP).
Continue management of 45-ac conservation land, including add'l contractor support.
Serve as liaison/contact with USFWS Refuge Manager on shared issues.
Respond to resident inquiries on general Town issues.
Administer Emergency Food Service Contract.

Beach District Director

General:

Oversee expanded construction contract for 2025 Beach Restoration Project (\$33.9M).
Prepare and submit reimbursement requests for FEMA/FDEM (Hurricane Nicole).
Maintain increased LGFR cost-share @19.0% (originally 13.14%).
Convert turtle/shorebird monitoring program to contract in response to regulatory (through ITB).
Submit LGFR application for FY25/26 requesting reimbursement for regulatory monitoring.
Develop Beach Protection District budget (25/26) and 12-Year Financial Plan update.
Coordinate on potential loss of FEMA, Category G Funding and proposed legislation.
Administer Beach Cleaning Services Contract (improving Public Works LOS).
Execute permit-required monitoring programs (biological, physical, turtle and shorebird).
Maintain long-range planning for beach program, including updates of goals and objectives.
Complete additional field work in support of permit application to modify Federal JCP.
Advance south fill template design change (feeder beach) permit modifications.
Award contract for Annual Beach & Dune Restoration Services (through ITB)
Award contract for turbidity monitoring services during construction (through ITB)

Other:

Coordinate with lobbyists and PR firms to advance Town beach objectives.
CCCL checklist review for Town DRC applications working with Building Dept.
Review and coordinate on mangrove trimming violations and new seawalls along lagoon.
Maintain/Monitor and collect tide gage data - summary report in coordination with Kriebel.
Continue to engage FDEP and County on inlet bypass issues and sediment budget.
Continue island-wide sediment budget for future planning and engineering.
Coordinate with commissioners, residents, etc. on sea level rise issues.
Attend various resiliency workshops (Silver Jackets, Resilient Florida, MC Resiliency Team)
Track and assess update of Interlocal agreement with MC on inlet bypass.
Serve as member of Martin County Coastal Working Group
Administrative Hearing/ALJ decision re: CCCL permit denial (including deposition).

Public Work Director (March 2025)

General:

New role as Public Works Director
Address staffing issues with three new hires and one termination within first 30 days
Assume lead staff role for Beautification Committee and ficus allée
Address all timecard and time off request issues for department
Solicit quotes/cost proposals and prepare all PO requests with assistance from Asst. Director
Attend morning tail gate safety meetings led by Asst. Director
Prepare draft FY25/26 budget (see attached summary)
Prepare draft capital projects plan (see attached).
Secure contractor to paint Town Hall common areas
Secure contractor to deep clean floor and upholstery at Town Hall
Assist with oversight on Town Hall roof repair/leak
Coordinate on Public Works WOW tickets, and call backs (including weekend responses)
Coordinate with sub (Islieb) on Town Hall HVAC issues
Prepare and advertise new debris removal and disposal contracts (RFP)
Review list of contracts, extend grounds contract with Brightview
Work with Asst. Director to schedule seasonal work – ROW cutbacks, grounds projects, etc.
Validate all department invoices prior to payment

Other:

Initiate procurement of replacement trees for Town Hall and ficus allée succession plan
Engage with King Tree service as consultant for ficus allée
Meet with residents concerning River Road flooding and mangrove trimming
Initiate engineering services to develop concepts for River Road king tide flooding
Engage with Town mangrove contractor on River Road trimming
Inspect failing strip drains on North Beach Road and solicit proposed fixes
Solicit quotes to restore plantings and install new irrigation on Isle Ridge (north)
Work with Town Engineer for plans/performance specs for Isle Ridge resurfacing/widening

PUBLIC WORKS

FY25/26 BUDGET SUMMARY (SEE SOLID WASTE, ROADS, AND GROUNDS TABS)

Date: 5/14/2025

DIVISION	FY24/25	FY25/26	% CHANGE	\$ CHANGE	
SOLID WASTE					
Operations	\$1,005,490	\$1,036,480	3.1%	\$30,990	
Programs	\$222,975	\$218,325	-2.1%	-\$4,650	
Capital	\$97,400	\$193,000	98.2%	\$95,600	TWO NEW SANITATION TRUCKS + BUILDING MAINT/REPAIR
TOTALS	\$1,325,865	\$1,447,805		\$121,940	
ROADS					
Operations	\$0	\$0	0.0%	\$0	
Programs	\$73,000	\$151,500	107.5%	\$78,500	
Capital	\$100,000	\$350,000	250.0%	\$250,000	RIVER ROAD PH.1 CONSTRUCTION + RESURFACING SINKING FUND
TOTALS	\$173,000	\$501,500		\$328,500	
GROUNDS					
Operations	\$248,342	\$270,017	8.7%	\$21,675	
Programs	\$163,814	\$97,000	-40.8%	-\$66,814	
Capital	\$241,875	\$560,000	131.5%	\$318,125	NEW FRONT END LOADER + FIGUS ALLEE SUCCESSION PROGRAM
TOTALS	\$654,031	\$927,017		\$272,986	
DEPT. TOTAL					
Operations Total	\$2,152,896	\$2,876,322	33.6%	\$723,426	
Programs Total	\$1,253,832	\$1,306,497	4.2%	\$52,665	
Capital Total	\$459,789	\$466,825	1.5%	\$7,036	
	\$439,275	\$1,103,000	151.1%	\$663,725	SEE NOTES ABOVE

PUBLIC WORKS DEPARTMENT

CAPITAL PROJECTS LIST

<u>ROADS DIVISION</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>
River Road Phase I	\$200,000				
North Beach Road Traffic Calming	\$100,000				
North Beach Road Drainage	\$50,000				
Isle Ridge Reclamation/Resurfacing (FY25)					
Gomez Road Resurfacing (sinking fund)	\$150,000	\$150,000	\$300,000		
Side Street Resurfacing		\$50,000	\$175,000		
Street Light Replacement		\$25,000	\$25,000		
Ramble/Sidewalk Repair & Replacement	\$25,000	\$25,000	\$25,000	\$25,000	
TOTALS	\$525,000	\$250,000	\$525,000	\$25,000	\$0
<u>SANITATION DIVISION</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>
Vehicles	\$125,000				
Compactor					\$200,000
Route Tracking Hardware/Software	\$25,000				
Vehicle Backup Camera System	\$5,000				
TOTALS	\$155,000	\$0	\$0	\$0	\$200,000
<u>GROUNDS DIVISION</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>
Town Hall / Bridge Road Irrigation System		\$50,000			
Front End Loader	\$120,000				
River Road - Mangrove Trimming	\$25,000				
TOTALS	\$145,000	\$50,000	\$0	\$0	\$0
<u>FACILITIES</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>
Town Hall - Roof			\$500,000		
Town Hall - HVAC			\$200,000		
Town Hall - Doors					
Town Hall - Solar				\$250,000	
Suzanne Drive - Butler Building		\$500,000			
Pitou Trail - Pole Barn				\$300,000	
TOTALS	\$0	\$500,000	\$700,000	\$550,000	\$0
<u>FIGS ALLEE</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>	<u>FY30</u>
Contract Grow 140 Strangler Fig Trees	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Fertilizer/Pesticide Applications	\$50,000	\$50,000	\$50,000	\$75,000	\$75,000
Pruning/Crown Reduction	\$150,000			\$250,000	
Tree Planting				\$600,000	\$650,000
Tree Removal		\$50,000	\$50,000		
Arborist/Consulting Services	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
TOTALS	\$275,000	\$175,000	\$175,000	\$1,000,000	\$800,000

Town of Jupiter Island – Beach Protection District
District Goals and Objectives (FY2025/26)
UPDATED: June 24, 2025

The following serves as the annual update of the strategic goals and objectives of the Beach Protection District to be implemented and periodically updated by the District Director. This document lists the goals and objectives of the Beach Protection District for **Fiscal Year 2026**. Where appropriate milestones and timelines are included to help with planning and tracking progress. The Beach Protection District program can be broken up into the following Program Elements, several of which are outside of the direct purview of the district but are included as key issues influencing the district’s needs and necessary actions:

- 1) Beach Renourishment
- 2) District Funding
- 3) Other District Activities
- 4) St. Lucie Inlet

Goals and Objectives Table

Beach Renourishment Goal: Maintain healthy beaches to protect and enhance natural resources and to protect residents and property from erosion.		
Program Element	FY2025/26 Objectives	Milestone Action(s)/Date(s)
Permitting	Complete Federal JCP modification to match State-issued permit modification.	State JCP issued Existing Federal permit <u>expires October 2025</u> . Application submitted July 2023 RAI 1 submitted Sept 2023 RAI 2 submitted April 2024 SARBO survey completed and submitted for Federal permit application Federal consultation period summer 2025 <u>Requested extension of permit May 2025</u> Expected completion of permit modification October 2025
Engineering Design	Evaluate North Fill widener performance. Evaluate widener for South Fill between R-86 and R-100.	Consultant review of template volume changes since 2020 project for north fill performance (following Summer 2025 survey) Implement south fill design change after permit modification and completion of FEMA recovery project (TBD)

Bird Monitoring	Continue bird monitoring surveys per modified permit requirements.	Continue shorebird monitoring year-round under turtle monitoring contract (twice per month).
Turtle Monitoring	Maintain regulatory compliance through contracted monitoring with qualified / experienced firm. Continue coordination with FWC on nest marking scheme and survey protocols.	Awarded multi-year contract to Ecological Associates (January 2025). Coordination calls held with FWC regarding construction monitoring during pre-con meeting (January 2025). Ongoing discussions with EAI and FWC regarding nest marking scheme and survey protocols for future seasons.
Physical Monitoring	Continue physical monitoring program and update island-wide sediment budget. Utilize historical shoreline data to assess beach project design and performance.	Engage consultant to run comparison of baseline survey results as part of island-wide sediment budget (ongoing year to year). Conduct feeder beach performance review using annual survey data (following Summer 2025 survey).
Biological Monitoring	Continue with biological monitoring plan adopted with FDEP permit. Evaluate new contractor performance (APTIM multi-year monitoring).	Track field work progress for timely completion. Review reports for completeness. Coordinate with FDEP on contractor submittals (following submission deadline October 2025).
FEMA Recovery Beach Renourishment Construction	Document construction of 1,200,000 cy recover project and complete reimbursement requests for obligated funds. Request additional funds for cost overrun.	All reimbursement requests submitted in FloridaPA by July 2025. Initiate project closeout (required before cost overrun is approved) by December 2025.
Dune Project Maintenance & Construction	Dune project in Blowing Rocks. Easements through PBC Owner easements	Restoration efforts as needed. Evaluate alternatives to Town-sponsored dune project (TBD following Vulnerability Assessment).
Sand Supply	Monitor Borrow Site B and inlet disposal area	Post-construction survey and volume update (summer 2025)

	Evaluate adjacent areas for future offshore borrow site permitting and leasing from State/BOEM	Engage consultant for exploratory planning (summer 2026). Conduct geotechnical investigations and secure permits for new site (2027/2028)
District Funding		
Goal: Promote sound decision making through financial planning.		
Program Element	FY2025/26 Objectives	Milestone Action(s)/Date(s)
State LGFR Funds	Submit application for FY26/27 for construction costs, staff time turtle monitoring and construction inspections, post-construction monitoring. Complete reimbursements of all active funding agreements.	Application to be submitted August 1, 2025. Assessment due October 1, 2025. Rankings then legislative funding in March-April 2026. Active agreements to be completed: • 19MI3/21MI4 (Oct 2025) • 20MI4 (Nov 2025) • 22MI1 (Dec 2025) • 23MI2 (Jan 2026) • 24MI1 (Feb 2026) • 25MI2 (Mar 2026)
FEMA Engineered Beach	Maintain engineered beach designation and eligibility for funding under Category G. Lobby to retain engineered beaches as critical infrastructure with continued eligibility for FEMA funds.	Continue monitoring program (ongoing). Finalize FEMA Maintenance Plan (February 2026). Monitor Federal legislation and engage with lobbyist (if required).
Budgeting	Evaluate millage collection and 12-yr financial plan for rate adjustments Evaluate current FY25 budget and draft district budget for FY26	Evaluate prior FY budget and draft new FY(27) budget (May 2026) Update and expand 12-year financial plan for long range funding needs and millage/ reserves discussion (May 2026) Provide draft budget to finance (June 2026) Evaluate current FY budget for amendments (July 2026) Amend current FY budget if needed and adopted new FY27 budget (Sept 2026).

Other District Activities Goal: Plan for the future.		
Program Element	FY2025/26 Objectives	Milestone Action(s)/Date(s)
Sea Level Rise/Climate Change	Archive data and analyze water level changes for tidal and flooding components. Continue maintenance of Bridge Road tide gage. Assess flood/SLR vulnerability.	Update tide data analysis report through consultant (summer 2026). Maintain tide gage at Bridge Road and contact FDEP about transfer to State (summer 2026). Complete Town-wide vulnerability assessment (March 2026). Quarterly reporting for grant (ongoing).
Residential Property Protection	Assist homeowners with guidance on rehabilitation or reconstruction of seawalls, etc. to protect property.	As needed.
Comprehensive Beach Management Plan	Continue developing a comprehensive beach management plan.	Ongoing
Town-Wide Planning	Evaluate goals, objectives, and policies of the Coastal Element within the Town's Comprehensive Plan	As part of Comp Plan/LDR revision process (projected to be completed by December 2025).
12-Year Financial Budget	Update and approve the 12-yr financial budget	September 2026
Jupiter Island Sediment Budget	Establish a working inlet to inlet sediment budget for Jupiter Island.	Continue working with consultants to update sediment budget.
Beach Protection District Transparency	Maintain transparency through statutory requirement to post District information on Town's website.	Post beach district data (agent, budget, millage, revenue, etc.) this is ongoing. Post district goals, objectives, and performance metrics (new requirement due October 1, 2025).
Contracting	Maintain coastal engineering services, dune construction, physical monitoring, biological monitoring, turtle/shorebird monitoring, and general support contracts.	Coastal RFQ (summer 2025) with new contracts (exp. Aug 2030) Eastman Dune Construction (exp. Oct 2029) APTIM Biological (exp. Jan 2029) EAI turtle/bird (exp. Dec 2029)

St. Lucie Inlet		
Goal: Maintain positive regional stakeholder engagement on beach and inlet issues.		
Program Element	FY2025/26 Objectives	Milestone Action(s)/Date(s)
Inlet Sediment Budget Update	Coordinate with MC on updated surveys and natural bypassing effectiveness over hardbottom ridge.	Request updated surveys from MC for inlet system to be reviewed by Town consultants (summer 2026)
Interlocal Agreement	Review agreement conditions/ methodology and evaluate new agreement following updated permit SC#2 (bypass start date Sept 2014).	Engage with County staff on new ILA draft (ongoing). Advance draft agreement to higher administrative level with legal review (TBD pending MC permit modification).
Inlet Management Plan Update	Maintain bypass records. Update IMP based on new sediment budget.	Next IMP update anticipated in 2026.
Combined Project Agreement	Future project agreement must be made to remove remaining inlet sand from borrow site with additional cost of screening to be covered by Martin County.	Future shared project agreement addressing inlet bypass and inlet sand in Town borrow site to be discussed. Date TBD.
Annual Inlet Report	Review and offer comment to FDEP regarding report.	Offer comments after draft issued (May/June each year).



Town of Jupiter Island

Public Works Department

12912 S.E. Suzanne Dr.

2 Bridge Rd

Hobe Sound Fl.

33475-0007

(772) 545-0170

Fax (772) 546-7918

Updated September 3, 2025

Mission Statement:

The Public Works Department endeavors to provide high-quality, efficient, reliable, and sustainable public works services that enhance the quality of life for all residents by maintaining clean, safe, and well-functioning public infrastructure, open spaces, and facilities.

Overview:

The following represents the general duties and responsibilities of the Public Works Department, the focus of which is to achieve the goals and objectives set for each division of the department. It is considered a living document periodically reviewed and updated by the Director and Assistant Director to accommodate changes in levels of service offered (in-house and through contracted work) to the Town residents.

The Public Works Department has three budgeted divisions: Sanitation, Roads and Grounds Maintenance. For department organizational purposes, only Sanitation and Grounds are “staffed” with a foreman and crew. The roads division has historically been staffed by sanitation and grounds maintenance personnel on an as-needed basis. An updated level of services study may be conducted to determine if aging roads and drainage structures require more attention and staffing moving forward. Currently, Public Works has 10 full-time employees (FTEs) consisting of a director, assistance director, two foremen (sanitation/grounds maintenance), and six equipment operators/groundsmen. Public Works employees are required to hold a valid Class B – CDL Drivers’ License as a requirement to advance from Sanitation Driver/Groundsman to Equipment Operator. All Public Works employees are cross-trained within the department meaning that any employee can do any task required by any division.

Beyond the core services for sanitation, roads, and grounds, Public Works is responsible for the oversight of the beach cleanup program, mosquito control (located within the Martin County Mosquito Control district), nuisance animal Control and dead animal removal. Public Works utilizes a local mechanic for fleet maintenance and major repairs on equipment, however limited service and maintenance are conducted by staff. All Public Works employees hold positions in the Town’s First In Team that is responsible

for securing and assessing damage after a hurricane or any other disaster. The Public Works Department is also responsible for securing and preparing all town buildings in the event of a hurricane or other disaster and is responsible for managing the cleanup of storm debris after a hurricane or other disaster. While facilities maintenance is not a core element of Public Works, the Town's buildings require increased needs and support due to aging and Public Works plays a supporting role in identifying and engaging with qualified companies for maintenance, repair, and replacement services for Town-owned buildings. This aspect should be more closely evaluated and assessed for needs moving forward through an updated level of service study.

Sanitation:

Goal: Ensure a clean and healthy environment through timely and effective waste collection and disposal.

Objectives:

- Maintain concierge-level residential waste and recycling pickup with 98% on-time performance.
- Implement waste reduction initiatives, including public education and expanded recycling programs.
- Respond to sanitation service requests and complaints within 24 hours.

Duties and Responsibilities:

The sanitation crew removes household waste in the form of Class 1 landfill refuse, Recycling refuse and special pickups as well as removing yard waste for recycling. Sanitation has seven FTEs that are assigned to specific duties depending on the day of the week. Four employees are permanently assigned to refuse and recycling collection and three are assigned to Yard Waste Recycling. As in all of Public Works divisions the work load is directly related to time of year. The heaviest time of year for household waste and recycling is during the winter months when as most Jupiter Island residents travel north for the summer. Household waste is collected on Monday, Tuesday, Thursday, and Friday. Recycling is collected on Monday, Wednesday, and Friday.

The number of pickup points is 550, the number of refuse cans emptied is 1100, the number of recycling bins emptied is 1277 and the year-round average number of miles traveled each pickup day is 200. During the winter months four sanitation workers are needed to cover the four planned routes for trash and recycling, however during peak resident occupation, between December and April, one additional man is used on demand for special pickups.

The Town offers back door household refuse and recycling service to all Town residents. Employees collect household refuse and recycling from wherever the homeowner stores the refuse between pickup days. Sanitation employees drive regular duty (Ford F150/Chevrolet 1500) pickup truck with a custom-built dump bed that holds three cubic

yards. Smaller trucks can better maneuver the long and winding driveways that Jupiter Island is known for. The employees collect the refuse or recycling until full and then drive to a designated collection point on island in order to offload into a Public Works' solid waste compactor truck. Concierge-level service requires offering on call return service if a resident does not get the refuse out in time.

On the chance that an animal gets into and scatters household refuse, the employee collecting at that time will clean the area so that no waste is left behind. Special pickups are anything that a resident wants to discard that is not household refuse or recycling. Special pickups are done on Tuesdays and Thursdays the household refuse and recycling collection employees do this and other tasks including helping other divisions on non collection days.

Yard Waste Recycling:

Goal: Provide on demand yard waste recycling to support both small and large-scale landscaping maintenance debris removal services.

Objectives:

- Maintain concierge-level yard waste removal on demand.
- Maintain a safe, clean, and clear working space on resident property.
- Respond to yard waste removal service requests and complaints within 48 hours.

Duties and Responsibilities:

Yard waste recycling is also managed under sanitation. This division has three permanently assigned employees. Employees of this division collect yard waste from resident's property that has accumulated in what is known on Jupiter Island as a brush bin. Employees remove the yard waste with a tractor and load it into town dump trucks to be hauled to a local vegetative recycling company. Assessments of yard waste volumes should be made by a foreman to determine the location, amount of time, and traffic maintenance needs. If necessary, up to four employees may be required in the form of two equipment operators (loader and brush truck) and two Maintenance of Traffic (MOT) controllers.

Employees are not allowed to leave even a small mess so the pickup and loading areas must be raked up and blown off before the job is considered complete. The time of year with the heaviest workload for yard waste recycling is during the summer months when shrubbery and trees are being pruned so employees from refuse and recycling collection can be used to take up the extra workload.

Roads:

Goal: Maintain a safe and efficient transportation network through proactive and reactive road maintenance.

Objectives:

- Complete pothole repairs within 48 hours of notification.
- Conduct an annual road inspection program to assess pavement conditions and prioritize resurfacing projects.
- Conduct annual inspections of roadside drainage structures and performance during heavy precipitation.
- Conduct annual maintenance of roadside stormwater drainage structures.

Duties and Responsibilities:

The roads division is not permanently staffed. Major road projects are conducted through a contract construction process in coordination with the Town Engineer. When needed, employees from sanitation and grounds maintenance are pulled to complete any minor repair or maintenance work needed for roads. This division includes but is not limited to pothole repair, roadside drop-off repair, drain cleaning, sidewalk repair, crosswalk installation and maintenance, sign cleaning and replacement, litter patrol, debris removal, mowing along various town roads, and maintenance of town street lights. The Town contracts all paving and major road construction with oversight by the Town Engineer and Public Works Department.

Daily:

Litter Patrol

Every two weeks:

Check all signs for foliage blocking signs.
Clean all signs as needed.

Monthly:

Inspect all roads for damage.
Check all street markers and recondition or replace as necessary.

Every Three Months:

Inspect all drainage structures for damage and debris.

Yearly:

Clean all drainage structures at the beginning of hurricane season.
Resurface roads as needed during summer months.

Special Projects:

Special projects are any job deemed necessary by the Director or town management that is not part of the regularly scheduled duties. Special projects include but not limited to cleaning up derelict properties, painting town buildings, burying dead ocean animals that wash ashore to name a few.

Grounds Maintenance:

Goal: Preserve the aesthetic and functional quality of public green spaces and landscaped areas.

Objectives:

- Mow, trim, and maintain all Town-owned green spaces on a rotating 7–14 day schedule during the growing season, with contract support.
- Perform seasonal planting and tree maintenance to enhance visual appeal.
- Inspect and address grounds maintenance issues reported by the public within 72 hours.

Duties and Responsibilities:

Grounds Maintenance is responsible for maintaining the grounds of Town-owned facilities, road rights-of-way, and green spaces. This division has two FTEs. The heaviest work load for this division is during the warmer months when the grass and plants are growing and to cover this workload we pull employees from sanitation during that division's lighter workload time of year. Grounds duties are but not limited to mowing grass, trimming trees, trimming shrubs, fertilizing, weed control and irrigation repairs. The best way to show what this division does is to show the schedule of operation.

Daily:

Police Town roads for litter, debris and road kill.
Repair irrigation leaks and broken sprinklers as they occur.
Inspect flower pots on River Road to make sure they are in place.
Check rain gage and record rain fall amounts.

Weekly:

Mow all turf, string trim, edge and blow off sidewalks along Bridge Road from the bridge to Beach Road, both sides of the road.
Mow all turf, string trim and edge along Gomez Road from Bridge Road to Pitou Trail on the west side of the road.
Mow all turf, string trim and edge along Gomez Road from Bridge Road to Alan Trail on the east side of the road.

Mow all turf, string trim along South Beach Road to Alan Trail on the west side of the road
Mow all turf, string trim along North Beach Road one block north from Bridge Road on the west side of the road
Mow all turf, string trim, edge and blow off sidewalks and driveways at Town Hall.
Mow all turf, string trim, edge and blow off sidewalks and driveways at Public Safety.
Mow all turf, string trim and blow off road along River Road on the west side of the road.
Mow all turf, string trim, edge and blow off driveways at Public Works compound.
Mow all turf, string trim and blow off road along North Bassett Creek Road on the north and east side of the road.
Mow Hobe Sound Beach entrance

Every Two Weeks:

Inspect all Ficus trees on Town property for Ficus Whitefly and treat accordingly.
Weed all beds at Town Hall and Public Safety.
Inspect all irrigation systems and repair if needed.
Trim all hedges every two weeks or as needed.
School House Beds edge and weed
Weed Bassett – new planting
Edge and weed beds at south county line.
Maintain Town Hall Garden.
Locate and remove Exotics in all Town owned areas.
Weed and remove exotics from new plantings on the west side of North Beach Road.

Monthly:

Mow road side at the north east corner of Devonshire and Gomez Roads.
Inspect sea wall area.
Inspect undeveloped areas along the ramble and mow as needed.
Maintain small area near Bassett Creek pond.
Weed Isle Ridge four Cul-de-sac's

Every Three Months:

Fertilize all turf areas.
Inspect undergrowth along Gomez Road and Pitou Trail corridors and trim as needed.
Mow and trim Pistol Range Road and road shoulders of North Beach Road.

Every Four Months:

Fertilize Ficus Trees along Bridge Road.
Inspect all road signs, clean, straighten and trim as needed.

Twice Yearly:

Fertilize Shrubs and small plants.
Inspect sea wall area from Normans to Tully's and trim as needed.

Yearly:

Trim all coconut Tree's.
Trim Oak Tree's at Public Works Compound.
Trim Tree's at Public Safety Department.
Trim all Sable Palms.
Paint all cross walks and stop bars.
Mulch all beds.
Cut back all shrubs.
Plant all annual flowers.

When Needed:

Service All Equipment
Put up and take down hurricane shutters.
All other hurricane prep as needed.
Aid all other Town Departments and Public Works crews if needed.
Help in other divisions as needed.

Miscellaneous Public Works Duties and Responsibilities:

Daily:

Dispatch and check nuisance animal traps as needed.
Spray for Mosquitoes as needed

Weekly:

Check all town generator fluid levels.

Every Two Weeks:

Bait rodent stations at various locations on Town property
Check Town Hall and Public Safety for burned out lights and replace as needed.

General Performance Goals:

Performance and Accountability

- Monitor key performance indicators (KPIs) for each service area and publish annual performance reports.

- Foster a culture of continuous improvement through staff training, public feedback, and technology integration.
- Maintain transparent communication with residents and stakeholders regarding public works operations, schedules, and plans.

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

Matthew Pazanski

- Finance Director
- Human Resources Director



MEMORANDUM

TO: ROBERT GARLO, TOWN MANAGER

FROM: MATTHEW PAZANSKI, FINANCE/HR DIRECTOR 

DATE: JUNE 25, 2025

SUBJECT: 2024-2025 Accomplishments and 2025-2026 Objectives

As requested, I have summarized some of the accomplishments of mine and of the finance and human resource departments over the past year. In addition, I have provided some objectives for the coming year.

I would like to comment on the overall year as a whole and say that my contributions are sometimes hard to quantify in that I am extremely accessible and spend a lot of time catering to the needs of every department and every employee with my utmost attention. I hope that you agree with that assessment. I think that you have come to rely on my professionalism and judgement, and I hope that I have and continue to meet your expectations in that regard.

My shortcomings are in delegating more of my workload, but I will continue to make better use of my time and staff where it is appropriate. The staff are eager and willing, and I will continue to assess and assign work where they can make the most impact and insure they are successful in their endeavors and contributions. As I have told them many times, they need to be the subject matter experts with their duties, they need to have all the answers or know where to find them. We are making progress.

Accomplishments-Human Resources:

- During the past year, HR has assisted every department (except Finance/HR) with filling at least one vacancy. During this process, we have discussed the needs of the individual department and Town and tried to identify the best candidates to meet our needs. HR will have assisted in the recruitment, advertising, interviews, completed backgrounds, negotiated offers and on-boarding of thirteen (13) employees by July 9, 2025. This is down from 27 in the previous year. HR has also processed twenty-one (21) terminations during this timeframe, five (5) of those were performance related, the rest were retirements, relocations, and reorganizations of departments such as the Beach District and only 3 terminations were new hires during the past year, demonstrating a reasonably successful recruitment and vetting effort.

- Continue to participate in CBA negotiations with the Palm Beach County Police Benevolent Association. In doing so, I have conferences with the Town's Labor and General Attorney's and met with the Town Commission to review and discuss options for the new contract. I have also provided detailed cost estimates for different wage and benefit proposals.

Accomplishments-Finance:

- This past year we have spent quite a bit of time seeking options and solutions for the SMRU administration department. I have participated in several meetings regarding a service level study of the department and assisted with proposing a solution to the near-term assistance of contracting out for the department's capital projects administration.
- I presented a review of the SMRU debt service cash flow to the SMRU Board (Town Commission) providing them with an analysis of the three (3) outstanding debt obligations and their time horizons. This debt analysis along with the capital needs of the department and future financing needs will be on the forefront of our to do list for the next few years.
- Made a presentation and recommendation to formalize the building department's reserve fund to better comply with Florida Statutes. The Town Commission approved it in March 2025. We also reduced the building permit fee.
- Reviewed the Town's fund balance reserve policy with the Town Commission, no changes were recommended.
- The finance staff has made a concerted effort to purge and dispose of records (paper documents) that can be disposed of in accordance with public records retention schedule. We have disposed of approximately 200 banker boxes, with more to come.
- Worked with all departments and completed draft and final budgets, made presentations to the Town Commission for approval. Completed all TRIM requirements and received compliance approval from State-DOR. Completed budget amendments as needed.
- Staff completed the Fiscal Year 2024 audit and financial statements and participated in the Finance Committee meeting review and acceptance of the report.
- Consistently review cash flow and positions and initiated investment recommendations for General Fund, SMRU and Beach District to better capture investment income.
- Present monthly financial reports to the Town Commission.
- Participate in pension board meetings and process employee pension service requests.
- Work with our insurance agent to solidify employee benefit coverages and continue to work through securing P&C lines of insurance. Worked with FMIT to survey all Town and SMRU asset classes to ensure proper coverage and limits on insured items.

- Review purchase orders and accompanying documentation to ensure compliance with policies and approve as needed. Make suggestions on how to expedite purchases and services to create better efficiencies for department responsibilities.

Financial Objectives:

1. Budget Management: Oversee the coming year's budget and make appropriate recommendations to conservatively meet our goals and priorities.
2. Financial Reporting: Continue to provide timely and detailed reports to the Commission and departments.
3. Cost Efficiency: Identify opportunities for cost savings and efficiency improvements.
4. Internal Controls: The town staff appears to have a strong hold on internal controls, I will continue to monitor and make suggestions where needed.
5. Debt Management: Review and understand our current debt management structure and make recommendations as appropriate. Work with staff and consultants on the SMRU needs to finance future capital projects.
6. Financial Policies: The Town has a good handle on financial policies, I will work with staff to make any necessary suggested changes.
7. Risk Management: Assess any financial or operational risks and help to develop strategies to eliminate or mitigate potential adverse impacts to the town.

Human Resources Objectives

1. Recruitment Strategy: Think outside the box to recruit and develop talent.
2. Employee Development: Encourage training, certifications, and cross-training so staff are comfortable in their roles and departments run smoothly.
3. Performance Management: Review the current performance appraisal process and make suggestions if appropriate.
4. Employee Engagement: Improve employee engagement by being accessible and visiting work sites.
5. Succession Planning: Identify internal candidates or hire talent that can fill leadership positions in the future.
6. Policy Review: Review and update HR policies and procedures if necessary.

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

Kimberly Kogos

- Town Clerk
- Executive Assistant

Memorandum



To: Robert Garlo, Town Manager
From: Kimberly Kogos, Town Clerk/Executive Assistant
Date: August 1, 2025
Re: Accomplishments, Goals and Objectives

Accomplishments FY 2024-2025

Public Records Requests

- a) Processed hundreds of Public Records Requests since August 1, 2024, which represents over 50,000 produced records, including documents, email, information, body cam and video.

Assistant Town Clerk Position

- a) Created and implemented a new Assistant Town Clerk position to improve timeliness and efficiency, thus escalating the professionalism of the Office.
- b) Successfully hired and trained an Assistant Town Clerk (twice), demonstrating strong leadership and organizational skills.
- c) Designed and implemented a comprehensive training program encompassing critical aspects of town clerical duties, ensuring the new hire become proficient in administrative tasks, local government regulations, and public interaction (implemented twice).
- d) Fostered a collaborative work environment to support the Assistant Town Clerk's professional growth and integration into the team.

New Website and Clerk Module Software

- a) Improved website content and access to important information, replacing outdated or incorrect information with updated and correct information, policy and procedure.
- b) Updated new Town Clerk page on the website, providing access to pertinent information, notices, and helpful resources while maintaining compliance with state mandates.
- c) Continued implementation of new Clerk Module Software, adding enhancements that improve public access to agendas and materials, and expanding searchability.
- d) Completed ADA Compliance course regarding converting documents for online ADA compliance and accessibility.

2025 Municipal Election

- a) Organized, coordinated and conducted all facets of the election process, including required preparatory work and post-election reporting, despite no election being held this year. All statutory obligations were fulfilled in accordance with established procedures.
- b) Ensured compliance with electoral laws and regulations and maintained transparency.
- c) Coordinated with candidates and County Supervisor to streamline operations and ensure accuracy for seamless qualifying.

- d) Utilized new website to leverage election communication and accessibility, updating the website to include comprehensive election-related content, such as candidate guidelines, deadlines, public registration information, affidavits and absentee voting, etc.
- e) Successfully prepared and delivered election results through Town notification system and Town Resolution.
- f) Finalized election process with County office, demonstrating attention to detail and expertise in managing electoral documentation.

Ethics and Board/Committee Training

- a) Organized in-house training session for both elected and non-elected officials, ensuring adherence to state mandates and ethical guidelines.
- b) Successfully sourced qualified and engaging speakers within the allocated budget.
- c) Proactively engaged with elected officials from neighboring jurisdictions, strengthening community ties and promoting shared learning opportunities.
- d) Coordinated and assisted with on-boarding for newly appointed Board and Committee members.
- e) Maintain detailed records of all newly appointed, resigning and retiring Board and Committee members, noting terms of office and position changes for 10 Boards and Committees which includes 63+ members.

Records Management Program

- a) Selected and acquired a Records Management software program tailored to organizational needs.
- b) Initiated the implementation process amidst unforeseen staffing transitions in three critical departments.
- c) Educated and trained staff on departmental records retention, providing retention schedules and clarifying department-specific requirements.
- d) Implemented deadlines for timeliness and scheduled shred truck for multiple/on-going visits.
- e) Attended Records Management Certification courses and began process of CRA and CRM certifications.

Bid Process Implementation

- a) Assisted Department Directors with 13 bids, including legal advertisements, bid openings, contract management and state mandated retention of submitted records.
- b) Served as liaison between the Town and interested vendors during each bid process, providing clear efficient communication and notification, distribution of bid packages and addendums, consolidation of inquiries and responses, sealed bid opening and final bid tabulation, and contract execution.

Ordinances and Resolutions

- a) Ensured proper procedure and compliance pertaining to 17 new ordinances and 27 new resolutions including required legal advertisement, noticing of public hearings and adoptions, compliance with statutes and Town Code, recordation and codification.

Meeting Attendance and Recordation

- a) Attended 72 public meetings, administered oaths for quasi-judicial hearings, and recorded/published official minutes for each.

- b) Consolidated materials and produced meeting agendas and packets, overseeing duplication and distribution to appropriate elected and appointed officials in a timely fashion.
- c) Created and disseminated multiple public notices for each meeting and published legal advertisements as mandated for public and special meetings/hearings.

Executive Assistant and General Office Management

- a) Maintained and coordinated Executive Schedule, correspondence, files and documents for the Town Manager and Town Commission.
- b) Conducted research and created reports as needed for Executive Office.
- c) Served as Town Liaison for internal and external organizations and stakeholders, scheduling and coordinating meetings or events with group leaders.
- d) Managed title, registration and insurance for Town owned fleet vehicles, equipment, and buildings.
- e) Managed and supervised the general operations of the overall administrative offices including reception, public notices, supply inventory, etc.
- f) Coordinated and supervised annual employee bonus program.

Goals and Objectives FY 2025-2026

Records Management System

- a) Implementation of the Laserfiche software program as part of the Records Management System will be a major goal.
 - 1) Continue implementation of Laserfiche software
 - 2) Administrative system training
 - 3) Staff system training
 - 4) Oversee regular maintenance of the management/retention program
- b) Conduct education and training sessions for department staff to ensure proper document archiving, including scanning older records and maintaining organized electronic filing systems.
- c) Continue Records Management certification process.

Streamline Town Clerk Office

- a) Assistant Town Clerk Position
 - 1) Train the newly hired Assistant Town Clerk to ensure proficiency in essential tasks and responsibilities.
 - 2) Facilitate professional certification training for Assistant Town Clerk including Certified Municipal Clerk (CMC) and Notary Public, to enhance qualifications.
- b) Internal Adjustments to Administrative Assistant position, aligning resources with organizational needs and budgetary goals.
- c) Address Contracted Services, improving production timeliness and adherence to budgetary constraints.

Expand Implementation of the Clerk Module Software (Civic Plus)

- a) Implement underutilized portions of the new automated clerk system.
- b) Train additional staff to successfully and efficiently use the automated system.

ADA Compliance

Convert online documents to meet ADA compliance standards, ensuring accessibility for all users.

Town Manager Support

Provide enhanced and sustained support for the Town Manager, providing consistent assistance and strategic collaboration to achieve organizational goals.

Town Commission, Board and Committee Support

Strengthen and expand support for the Town Commission, Boards, and Committees, ensuring efficient operations and effective communication channels.

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

Catherine Harding

- Building, Planning and Zoning Director

Building, Planning and Zoning Department Goals and Objectives. 2024/2025

Goals:

Our goal for the Building, Planning and Zoning Department is for the public to view us as a friendly, efficient and cooperative source for their development needs.

Objectives:

Revise the LDR's to make review and compliance clear and simplified.

Develop a web presence to reach out to the public with notices about construction activities.

Maintain inter-office timelines for approvals.

Set up internet ability to transmit large plans for Plan Review.

Respectfully submitted,
Catherine Harding
Building, Planning and Zoning Director
August 13, 2024

To: Robert Garlo, Town of Jupiter Island Manager

From: Catherine Harding, Director of Planning, Building and Zoning

Date: June 24, 2025

Ref: Goals and Accomplishments

During the past year we have kept the Building Department whole and functioning at a high level. We worked with the loss of our Planner in late 2024; the supervisor of our office staff in April of 2025; and the loss of our Code Compliance Officer in June 2025. Leading up to these vacancies were many issues that made maintaining the standards of our office a challenging task. I believe we met that challenge.

I have revised the Town Ordinances to represent the current and long-term needs. In some cases, text changes and in others new Ordinances to fit our new reality. The Town is changing its character in subtle ways. As originally formed, the town was a Resort Community with little summer traffic and safe roads to travel either by bike or walking your dog. Presently, with the effects of Covid on all Florida real estate, the growing interest in waterfront properties and the natural progression of an old community with homes that have become obsolete, we are seeing an increase in tear downs and major renovations. With that growth comes an increase in construction traffic on our narrow roads. The need for Code Compliance is more obvious than ever.

The Building Director's office has been relocated to provide a Conference Room and a plan review area for a Planning Consultant. We have made all the arrangements, and a new Planning Consultant will start in July.

The Building Department has kept up with the growing demands and has updated our forms and applications to include more information to meet state standards and upgraded expectations of the Town. We turn a permit around within days or a week if it requires a full building plan review. We are responsive to the builder's needs and the needs of the residents. Our forms are uncomplicated, and we give immediate assistance with any problems.

With the assistance of Commissioner Field, we held a Builder's Meeting to discuss Saturday work hours and the requirements for approval. The Meeting was successful and created better communication between our office and the Builders.

The annual CRS recertification is complete, and we were able to preserve our standing with FEMA. We are planning to certify one of our staff with CRS credentials to keep the annual certification in-house and control the process.

The Code Compliance Office was set up to preserve the values of the Town while not intruding on the privacy of our residents. We make every effort to gain compliance through education and understanding. Our staff were trained to use the available BS&A Code Compliance programming that was up until then not utilized. The public understands to call our office in the event of a zoning issue and expects to get results.

We will hire a new Code Compliance Officer and in addition; we plan to have one of our staff secure a level of Code Compliance Certification that will help with receiving Zoning complaints and manage the necessary paperwork.

The Planning Department has been upgraded with additional information and forms for the applicant. We have developed a new procedure to get an interpretation and direction for Development without a fee. We held meetings with applicants and residents to better inform them of the Ordinances and how they may apply to them. Our goal is to allow residents to move forward with development plans efficiently and to the best of our ability in compliance with the Zoning Ordinances and at times gaining conforming situations through compromise. The BOA and the IRC have been provided with approval procedures and new tools to help them make decisions. An example is the voluntary staking of properties by the developers with colored stakes to designate a building location and use on a vacant lot. Our goal is to provide the BOA and the IRC with adequate information to make a valid and well thought out decision without any undue influence.

A recommendation for One Planning and Zoning Board was proposed to the Town Commission in June of 2024. That proposal involved many presentations to the Commission and is now under consideration again. This proposal will reduce the workload for the Town Clerk and the Planning Department by merging the BOA and the IRC into one comprehensive Board.

Respectfully submitted,

Catherine Harding

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

Bill Sutton

- Director of Information Technology



MEMORANDUM

TO: Robert Garlo, Town Manager

FROM: Bill Sutton, Director of Information Technology

DATE: 06-24-25

SUBJECT: Goals, Objectives, and Accomplishments

Goals and Objectives

- **Goal 1: Maintain and Increase the Town's security posture.**

- Physical Security - Continue to expand and improve the security camera network as needed to cover the Island.

- Objectives

- Install and configure a new Camera on the ICW.
- Continue to replace and upgrade current cameras with higher quality devices as they degrade.
- Continue to replace wiring and connections at current camera locations with higher quality materials and connectors to minimize downtime.

- Cyber Security –Maintain, harden, and improve the Town's Cyber Security.

- Objectives

- Continue to ensure all patches and updates are applied.
- Control and monitor the flow of traffic between our environment and County agencies. The upgrade and redesign of the town Network will be complete before the end of this Fiscal. This will give us complete control over network traffic between us and county agencies. Greatly enhancing our cyber security.
- Continue to Upgrade the Town Wi-Fi with Endpoints that integrate into our firewall. We have put in the new Wi-Fi access points at all locations except for Town Hall. This will be completed in the next 2 months.

- **Goal 2: Ensure network access remains robust**
 - Objectives
 - Transition our current SSL VPN to the main firewall upon project completion.
 - Monitor network traffic and devices.
- **Goal 3: Upgrade all Town Desktops and laptops to Windows 11**
 - Objectives
 - Windows 10 will be End of life on October 14th, 2025, and will no longer receive updates from Microsoft.
 - Upgrade all devices to Windows 11 to ensure the continued security of our environment.
- **Goal 4: Maintain 99.9% Uptime of critical services.**
 - Objectives
 - Through continued monitoring and use of systems that have been put in place over the last 7 years.
- **Goal 6: Ensure a skilled, responsive, and innovative IT department.**
 - Objectives
 - Promote training and development.

Service Efforts and Accomplishments

- During Fiscal year 2025, the Department of Information Technology has continued to manage and implement Town-wide projects, maintaining > 99% uptime.
- Installed and configured dedicated hardware to allow live streaming of Town meetings to our website. This provides a much more stable, clearer stream and allows the indexing of all meetings to the accompanying agenda while centrally locating all meeting materials for ease of access.
- Put in place a new Video Management system for our security cameras that includes cloud-based storage including built-in AI and Analytics.
- Reduced expenses by tens of thousands of dollars by moving old telephone lines at Townhall and Public Safety to mobile services that are forwarded to our in-house phone systems.
- Upgraded the Town Wi-Fi at multiple locations to an enterprise grade system, providing a more stable and secure connection.
- Replaced all primary ingress/egress switches at every town and SMRU owned location with newer, more reliable hardware. The previous switches were approaching 15 years old.
- Continued to work on configuration of our new firewalls at the county CAT 5 data center.
- Attended multiple training courses through Cyber Florida and UWF
 - UWF ISCS Certified Information Systems Security Professional
 - FCTP Implementing the Risk Management Framework
 - FCTP Governance and Risk Management in AI
 - FCTP UWF CompTIA Advanced Security Practitioner+
- Maintained a Secure, accessible, and responsive environment for employees.
- The IT department continues to respond to and resolve service tickets for the PD, Town, and SMRU in a timely manner.

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

Stuart Trent

- South Martin Regional Utility Director
 - Director of Engineering

2024/2025 Accomplishments

- Oversaw elemental analysis of PFAS conditions at the North and South Plant production systems, and initiated design and planning responses. Continued progress toward defining final improvements for implementation.
- Developed a preliminary federal grant application for water capacity enhancements at the RO Facility. This grant could fund the full expansion of the RO plant from 2 MGD to 4 MGD, including new raw water wells and equipment (~\$40M).
- Developed the scope and oversaw the Wastewater Master Plan, with delivery scheduled for September 2025, to guide SMRU's long-term wastewater investment strategy.
- Conducted a cost and feasibility study for transitioning Jupiter Island residents from septic to sewer, rescuing a ~\$1M stranded investment from 2009.
- Provided engineering review and oversight of numerous capital and development projects for SMRU and Public Works.
- Partnered with the Assistant Town Manager to plan for vulnerability initiatives and position identified projects for future grant opportunities.
- Strengthened collaborative relationships with Martin County and adjacent municipalities, fostering greater regional support and awareness for the Town and SMRU.
- Supported the transition and handoff of TJI Public Works to other TJI staff; continue to provide consulting and advisory services.
- Implemented succession planning across departments to cultivate leadership capacity and ensure advancement opportunities for qualified internal candidates. Continued recruiting top talent to bolster department capacity and responsiveness.
- Encouraged SMRU staff to broaden expertise beyond SMRU's immediate operational environment.
- Provided ongoing staff training and professional development, fostering personal and career growth while enhancing overall organizational efficiency, leadership, and technical capacity.
- Supported the Town Manager by monitoring local and regional concerns to inform decision-making.
- Collaborated with a legislative advisor to align with evolving state and federal initiatives.
- Initiated and negotiated future well site development within new developments to support long-term water supply; adopted as standard for all new developments during site review.
- Developed and presented a 100-year landscape succession plan for Bridge Road, approved by the JI Beautification Committee; supported its continuation under new Public Works leadership.
- Supported a \$950K legislative appropriation to Martin County for water service line extensions to future SMRU customers.
- Oversaw engineering, planning, and construction of \$45M in assets at the Discovery Project, which upon completion will be transferred to SMRU, increasing book value and serving over 1100 new equivalent customer connections with existing, available capacity.

2025/2026 Goals and Objectives

- Finalize PFAS removal strategy to meet federal guidelines and initiate planning, funding, and design of required improvements.
- Begin water master plan in support of future treatment and delivery capacity expansion.
- Integrate consultant services from FGUA to support long-range capital planning and development goals.
- Assess Jupiter Island resident interest in septic-to-sewer conversions and identify capital investment needs; pursue grant funding for implementation.
- Oversee water line extension construction funded by the \$950K Martin County legislative appropriation; collaborate with County partners to ensure successful completion.
 - Support Town leadership in pursuing funding for resident water service connections.
- Guide final site approvals and oversee improvements to H₂S removal and clearwell enhancements, supporting capacity expansion of the North Water Plant.
- Support consultants, Finance Director, and Town Finance Committee to determine borrowing, bonding, and grant funding of long-range capital initiatives.

Agenda Item 12b

Director Accomplishments and Objectives

FY 2025

Michael Ewing

- Director of Public Safety



MEMORANDUM



TO: ROBERT GARLO, TOWN MANAGER

FROM: MICHAEL S. EWING, DIRECTOR OF PUBLIC SAFETY *MSE*

DATE: JUNE 12, 2025

SUBJECT: 2025 ACCOMPLISHMENTS

Goals and Objectives for 2025

- *Implement 5 Year Strategic Plan to:*
 - *Improve Video Surveillance Security throughout the Town*
 - *Improve Traffic issues in the town*
 - *Improve Emergency Management Preparedness*
 - *Full Renovation to Public Safety Complex*
- *Implement Drone Program for improved refugee/landing surveillance, marine surveillance, and storm damage assessments*
- *Continuous evaluation of staffing needs based on pending crime trends and technological advancements.*
- *Improve Training Opportunities based on Crime Trends and increased technologies*
- *Increased Participation in Task Force opportunities and Intelligence gathering.*
- *Improve Emergency Management, readiness and preparation*
- *Improvements to the Fire Training Program with increased hands-on training through the IRSC Fire Training facility contract*

2025 Accomplishments

- **5 Year Strategic Plan**
 - We have initiated testing of a new Video Management System (VMS) within our operating platform to enhance the way video feeds are monitored and managed in our Communications Center. The Flock VMS is recognized as one of the industry's leading platforms, offering advanced AI-driven search and identification analytics, along with significantly improved playback capabilities. This system is expected to streamline video operations, increase efficiency, and strengthen our overall situational awareness.
 - Acquired portable speed display signs for deployment in high-complaint traffic areas to increase driver awareness and promote safer driving behavior. Additionally, a portable message board was purchased to serve as a public communication tool during periods of high visitor activity, particularly at beach access points.
 - Installed in-car video systems in all patrol vehicles, each equipped with integrated license plate recognition (LPR) technology. This enhancement

significantly improves situational awareness and supports both routine patrol operations and targeted traffic enforcement efforts.

- *Implement Drone Program*
 - Purchased Skydio Drone for improved surveillance in immigration enforcement, marine surveillance, and storm damage assessments and overall improved tactical response capabilities.
 - We licensed and certified multiple drone operators within the agency to provide sufficient users for complete coverage.
 - Created Drone Operation policies to regulate use, provide for continuing training procedures, and establish reporting and evidentiary practices.
- *Evaluation of Staffing Needs*
 - Added a Full-time position to Admin Support as a Support Services Technician to manage all video evidence related to Body cam and In-car video files, assist with records management, accreditation requirements, and Policy updates.
 - Assessing Marine Patrol needs for improved coverage and enforcement with a future goal of adding an additional full-time position to the marine unit.
 - Continually assessing future staffing requirements related to attrition. Focusing on identifying potential candidates and recruiting.
 - We added additional part-time staff to assist with shortages in coverage due to officers attending academies, vacation, and injury/illness.
- *Training Opportunities*
 - Provided drone pilot training and certification to 6 officers to provide full coverage of operators.
 - Command Staff members attended the FBI LEEDA trilogy academy.
 - The Operations Support Administrator attended the Florida Accreditation Conf.
 - The Support Services Tech. attended records management training seminar and Public Records training
 - Two members attended the Florida Crime Prevention Training Seminar
 - One member attended the Advanced Executive and Dignitary Protection Training Seminar Online
 - With the addition of the Vertra virtual training simulator, we have implemented virtual training exercises into our ongoing development training program.
- *Task Force Participation*
 - 10 Officers received ICE Delegated Immigration Officer Training and were credentialed as Immigration Task Force Officers as part of the Homeland Security 287g Task Force.
 - We are members of the South Florida Burglary and Auto Theft Task Force with one designated task force officer.
 - We currently participate in the CBP Maritime Task Force with a focus on maritime smuggling and immigration.
- *Emergency Management Readiness*

- Continually assessing our emergency management practices with a focus on hurricane preparedness.
- Hosted an executive tabletop hurricane exercise in preparation of hurricane season.
- *Fire Training Program*
 - Conducted multiple fire training breaching exercises:
 - Door Breaching
 - Hurricane Window Breaching
 - Pump Training
 - SCBA Air Pack testing and training



MEMORANDUM



TO: ROBERT GARLO, TOWN MANAGER

FROM: MICHAEL S. EWING, DIRECTOR OF PUBLIC SAFETY 

DATE: JUNE 25, 2025

SUBJECT: PUBLIC SAFETY DEPARTMENT – 2026 GOALS & OBJECTIVES AND 5-YEAR STRATEGIC PLAN

Implementation of 5-Year Strategic Plan (2026–2030)

The department's strategic focus will be guided by the following four key priorities:

1. **Town-Wide Video Surveillance and Security Improvements**
 - Upgrade and expand surveillance infrastructure in critical areas using advanced video management systems (VMS) with AI-enhanced analytics to improve monitoring, deterrence, and post-incident investigations.
2. **Traffic Safety and Management Enhancements**
 - Improve traffic conditions through targeted enforcement, data-driven deployment of speed display signs, mobile message boards, and public awareness initiatives to reduce violations and improve roadway safety.
3. **Emergency Management Preparedness**
 - Strengthen community resilience by enhancing emergency planning, increasing staff training, and conducting multi-agency exercises focused on hurricanes, mass casualty incidents, and disaster response.
4. **Technology Enhancements and Operational Systems Evaluation**
 - Conduct ongoing assessments of current technologies, operating systems, and equipment to ensure continued effectiveness and reliability. This objective includes implementing a structured review process to identify emerging technologies and best practices that enhance departmental efficiency, improve workflow, and support data-driven public safety operations. Emphasis will be placed on adopting innovative solutions that streamline communication, improve information sharing, and support the integrated delivery of police, fire, and emergency medical services.
5. **Public Safety Complex Renovation**
 - Initiate design and planning efforts for a full renovation of the Public Safety Complex to meet current and future needs of our 24/7 operations and to ensure a safe, efficient, and modernized facility.

6. Agency Accreditation and Standards Compliance

- Maintain the department's current accreditation status through continuous adherence to established professional standards, policies, and best practices. Over the next five years, the department will pursue the goal of achieving Excelsior status by 2028, demonstrating sustained compliance and commitment to excellence across all areas of public safety operations. In addition, the department will conduct a feasibility study to evaluate the potential for accrediting the Communications Center under applicable state or national standards. This includes assessing operational readiness, resource requirements, and alignment with accreditation benchmarks specific to emergency communications.

Priority Departmental Objectives for 2026

In addition to the long-range goals outlined above, the department will prioritize the following operational objectives over the next year:

- **Maritime Enforcement and Immigration Operations:**
Expand collaboration with federal and state agencies to address unlawful maritime activity, including illegal immigration, human trafficking, and smuggling activities with increased participation in coordinated maritime patrols.
- **Joint Coastal Radar Surveillance Tower Completion**
Finalize the installation and activation of a regional coastal radar surveillance tower in partnership with the Martin County Sheriff's Office, Palm Beach County Sheriff's Office, and Customs and Border Patrol. This includes establishing a dedicated live monitoring station within the Public Safety Communications Center to enhance coastal situational awareness and interdiction capabilities.
- **Municipal Code Enforcement Expansion**
Increase proactive enforcement of municipal code violations related to property standards, environmental protection, and quality-of-life issues. This includes a renewed emphasis on visibility, consistency, and community education.
- **Technology Enhancements and Operational System Evaluation**
Establish a continuous evaluation process to assess the performance, functionality, and relevance of all department technologies, including the Computer-Aided Dispatch (CAD) system, Records Management System (RMS), communications infrastructure, video surveillance platforms, and mobile data systems. This initiative will focus on:
 - Identifying opportunities to upgrade or replace outdated equipment or software.
 - Researching and integrating emerging technologies that increase operational efficiency and data accuracy.
 - Improving workflow, interoperability, and information sharing across police, fire, EMS, and communications functions.
 - Supporting long-term planning and budget forecasting for future technology investments.

- **Enhanced Public Messaging Capabilities**
Utilize newly acquired portable message boards and radar speed signs to support community outreach and driver awareness during peak traffic periods, events, and emergencies.
- **Integration of Mission-Critical Drone Operations**
Expand our drone (UAS) program to support mission-critical functions such as search and rescue, post-disaster assessments, traffic monitoring, and tactical support. The department will formalize operational protocols, pilot certification, and deployment strategies for safe and effective integration into daily operations.
- **Professional Development and Staff Engagement**
Invest in the department's most valuable resource—its personnel—through leadership development, employee wellness initiatives, and performance-based growth opportunities aligned with departmental and Town objectives.

These initiatives are designed to position the Jupiter Island Public Safety Department to meet the evolving needs of the community with professionalism, efficiency, and accountability. We look forward to working closely with the Town Commission and Administration in 2026 as we implement these goals and advance the safety and well-being of Jupiter Island.



MEMORANDUM

TO: The Mayor and Town Commissioners
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director
DATE: August 14, 2025
SUBJECT: Approval of 2025-2026 Property, Liability, Workers' Compensation, Automobile and Ancillary Insurance Coverage

Background

Each year the Town solicits renewal proposals for the Town's and SMRU's property, liability, workers' compensation, automobile (P&C/WC) and ancillary insurances and with the Florida Municipal Insurance Trust (FMIT) and other carriers. The Gehring Group annually assists with various ancillary insurance coverages.

Our current provider of P&C/WC, FMIT, is administered by the Florida League of Cities (FLC). The FLC exists solely to serve cities, they insure over 60% of Florida cities. The FMIT has consistently provided the Town with excellent value for insurance coverage over the many years of continued service. During 2024 we completed a comprehensive asset survey of all property to ensure proper coverage and valuation limits. This year the commercial insurance carriers are again facing the challenges of high inflation and the rising risk of catastrophic events; on a positive note property insurance premiums have eased a bit.

Insurance renewal quotes (attached) from FMIT reflect an approximate 27.3% increase over last year, the lines of coverage are summarized below and FMIT is attached for your review.

	<u>Proposed Renewal</u>	<u>Prior Year Premium</u>	<u>Difference</u>	<u>% Change</u>
Property	\$305,645	\$343,896	(\$38,251)	-11.2%
General Liability	189,937	176,351	13,586	7.7%
Workers Compensation	117,551	129,177	(11,626)	-9.0%
Auto Liab./Physical Damage	66,431	48,967	17,464	35.7%
<u>Ancillary Lines of Coverage</u>	<u>30,500</u>	<u>29,776</u>	<u>724</u>	<u>2.4%</u>
Total	<u>\$710,064</u>	<u>\$728,167</u>	<u>(\$18,103)</u>	<u>-2.5%</u>

Staff continues to recommend a 10% wind deductible on property-wind coverage for named storms.

Deductible/Limit options are as follows:				<u>Deductible</u>	<u>Annual Premium</u>	<u>Savings from Option 1</u>
Option 1				10%	\$305,645	\$0
Option 2				5%	\$347,168	\$41,523

Recommendation

Staff recommends the Town Commission consider a motion to approve the property, liability, workers' compensation and auto insurance coverage with the Florida Municipal Insurance Trust and, authorize a 10% deductible/limit on property-wind coverage for named storms, and, approve the ancillary insurance policies with Chubb, Crum & Forester, and Travelers for statutory accidental death and dismemberment, pollution liability, storage tank, and fiduciary liability.



RENEWAL QUOTE FOR 2025-2026

Town of Jupiter Island
FMIT 0296

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$5,000	\$5,000,000	\$189,937
Cyber Liability	\$25,000	\$1,000,000	\$2,664
Automobile Liability	\$2,500	\$5,000,000	\$46,435
Automobile Physical Damage	Per Schedule		\$19,996
Property Named Storm Deductible	\$25,000 10%	\$31,849,464	\$305,645
Workers' Compensation Experience Modification	\$0 0.70 10/1/25	Total Payroll \$7,943,088	\$117,551
TOTAL NET PREMIUM			\$682,228

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

*Please see next page for options if applicable.



RENEWAL QUOTE FOR 2025-2026

Town of Jupiter Island
FMIT 0296

DEDUCTIBLE / LIMIT OPTIONS

	<i>Named Storm Deductible</i>	<i>Annual Premium</i>	<i>Check Option Accepted Rejected</i>
<i>Property - Wind Coverage</i>			
Option 1	10%	\$305,645	☐ ☐
Option 2	5%	\$347,168	☐ ☐

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

Special Note: The Named Storm Deductible option will default to the expiring selection unless FMIT is notified otherwise by completing and returning this form to your Account Executive.



MEMORANDUM

TO: TOWN OF JUPITER ISLAND, COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER
FROM: MATTHEW PAZANSKI, FINANCE/HR DIRECTOR
DATE: AUGUST 22, 2025
SUBJECT: APPROVAL OF 2025-2026 EMPLOYEE HEALTH BENEFIT PACKAGE

Background

Each year, the Town works with our agent of record, Gehring Group, to obtain bids for the Employee's Health and Wellness benefit package for the Town/SMRU employees. The Gehring Group negotiates the annual rates with the providers on the Town's behalf. Over the past several weeks, Town staff has worked with Gehring Group representatives on these benefit renewals.

Florida Blue, our current medical provider, was the only company to provide a quote for our group. For the medical insurance coverage, Gehring was successful in negotiating a 9.4% increase down from the initial 13.7% for our Florida Blue-Blue Options 05770 PPO Plan. Gehring said that the federal legislative changes that have occurred over the past few years have continued to sideline many health insurance companies from being competitive.

In addition to the above medical quote, staff is proposing to enhance the short-term (ST) and long-term (LT) disability insurance program. The proposed change will increase the benefit percentage from 60% to 66.67% in both plans and increase the maximum benefit for the ST plan from \$1,100 to \$2,100 per week and from \$5,000 to \$6,500 per month for the LT plan. These proposed changes would increase annual premiums approximately \$8,200 (ST) and \$3,542 (LT).

No increase in premium will be incurred for dental, basic life and AD&D, and New Directions (Employee assistance program). Vision did have a slight increase, but these premiums are totally covered by the employee.

With these proposed changes, the total estimated annual increase for all lines of coverage including medical, dental, vision, EAP, life, STD and LTD amounts to 9.3% or \$175,417. The Town covers approximately 60% of employee premiums and the SMRU covers the remaining 40%.

The employees will see a percentage increase in monthly premiums similar to the employer increase in premium costs. Staff also recommends that employees continue to receive the Town funded \$152.08 per month in Cafeteria Plan in-kind dollars for each benefit eligible employee.

Recommendation

Staff recommends the Town Commission consider a motion to approve the following employee benefit providers for fiscal year 2025-2026: Florida Blue – Medical, Dental; The Standard – Vision, Short- and Long-Term Disability enhanced coverage, Basic Life AD&D, Voluntary Supplemental Life and New Directions – EAP and, the Cafeteria Plan contribution.

Attachments: Employee/Employer Contribution Scenarios
 Medical Evaluation – Current and Renewal
 ST and LT Disability Evaluation – Current and Alternate

Town of Jupiter Island
Employee/Employer Contribution Scenarios
Effective Date: October 1, 2025

		CURRENT Employees Pay 12.5% of Plan 05770 Cost			RENEWAL Employees Pay 12.5% of Plan 05770 Cost			
		ER/Month	EE/Month	Total/ Month	ER/Month	EE/Month	EE \$ Inc/Month	Total/ Month
Medical Insurance		Florida Blue Plan 05770			Florida Blue Plan 05770			
Employee	27	\$872.88	\$124.70	\$997.58	\$955.07	\$136.44	\$11.74	\$1,091.51
Employee + Spouse	12	\$1,990.18	\$284.31	\$2,274.49	\$2,177.57	\$311.08	\$26.77	\$2,488.65
Employee + Children	11	\$1,745.77	\$249.40	\$1,995.17	\$1,910.14	\$272.88	\$23.48	\$2,183.02
Employee + Family	28	\$2,793.24	\$399.03	\$3,192.27	\$3,056.23	\$436.61	\$37.58	\$3,492.84
Annual Total	78	\$1,738,369	\$248,338	\$1,986,708	\$1,902,045	\$271,723		\$2,173,768
\$ Increase/(Decrease)		N/A	N/A	N/A	\$163,675	\$23,385		\$187,060
% Increase/(Decrease)		N/A	N/A	N/A	9.4%	9.4%		9.4%
Dental Insurance		Florida Blue			Florida Blue			
Employee	32	\$32.88	\$0.00	\$32.88	\$32.88	\$0.00	\$0.00	\$32.88
Employee + 1	27	\$32.88	\$34.87	\$67.75	\$32.88	\$34.87	\$0.00	\$67.75
Employee + Family	24	\$32.88	\$87.63	\$120.51	\$32.88	\$87.63	\$0.00	\$120.51
Annual Total	83	\$32,748	\$36,535	\$69,284	\$32,748	\$36,535		\$69,284
\$ Increase/(Decrease)		N/A	N/A	N/A	\$0	\$0		\$0
% Increase/(Decrease)		N/A	N/A	N/A	0.0%	0.0%		0.0%
Vision Insurance		The Standard			The Standard			
Employee	23	\$0.00	\$5.68	\$5.68	\$0.00	\$6.08	\$0.40	\$6.08
Employee + Spouse	19	\$0.00	\$11.30	\$11.30	\$0.00	\$12.08	\$0.78	\$12.08
Employee + Children	7	\$0.00	\$10.39	\$10.39	\$0.00	\$11.12	\$0.73	\$11.12
Employee + Family	17	\$0.00	\$16.01	\$16.01	\$0.00	\$17.12	\$1.11	\$17.12
Annual Total	66	\$0	\$8,283	\$8,283	\$0	\$8,859		\$8,859
\$ Increase/(Decrease)		N/A	N/A	N/A	\$0	\$576		\$576
% Increase/(Decrease)		N/A	N/A	N/A	0.0%	7.0%		7.0%
Basic Life & AD&D		The Standard			The Standard			
Estimated Volume:		\$16,748,050	\$0	\$16,748,050	\$16,748,050	\$0	N/A	\$16,748,050
Rate/\$1,000		\$0.165	\$0.000	\$0.165	\$0.165	\$0.000	N/A	\$0.165
Annual Total		\$33,161	\$0	\$33,161	\$33,161	\$0		\$33,161
\$ Increase/(Decrease)		N/A	N/A	N/A	\$0	\$0		\$0
% Increase/(Decrease)		N/A	N/A	N/A	0.0%	0.0%		0.0%
Short Term Disability		The Standard			The Standard			
Estimated Volume:		\$63,451	\$0	\$63,451	\$63,451	\$0	N/A	\$63,451
Rate/\$10		\$0.235	\$0.000	\$0.235	\$0.235	\$0.000	N/A	\$0.235
Annual Total		\$17,893	\$0	\$17,893	\$17,893	\$0		\$17,893
\$ Increase/(Decrease)		N/A	N/A	N/A	\$0	\$0		\$0
% Increase/(Decrease)		N/A	N/A	N/A	0.0%	0.0%		0.0%
Long Term Disability		The Standard			The Standard			
Estimated Volume:		\$520,535	\$0	\$520,535	\$520,535	\$0	N/A	\$520,535
Rate/\$100		\$0.390	\$0.000	\$0.390	\$0.390	\$0.000	N/A	\$0.390
Annual Total		\$24,361	\$0	\$24,361	\$24,361	\$0		\$24,361
\$ Increase/(Decrease)		N/A	N/A	N/A	\$0	\$0		\$0
% Increase/(Decrease)		N/A	N/A	N/A	0.0%	0%		0.0%
EAP		New Directions (Lucet)			New Directions (Lucet)			
EAP Rate	97	\$3.09	\$0.00	\$3.09	\$3.09	\$0.00	N/A	\$3.09
Annual Total		\$3,597	\$0	\$3,597	\$3,597	\$0		\$3,597
\$ Increase/(Decrease)		N/A	N/A	N/A	\$0	\$0		\$0
% Increase/(Decrease)		N/A	N/A	N/A	0.0%	0%		0.0%
Combined ANNUAL TOTAL		\$1,850,130	\$293,157	\$2,143,286	\$2,013,805	\$317,117		\$2,330,923
\$ Increase/(Decrease)		N/A	N/A	N/A	\$163,675	\$23,961		\$187,636
% Increase/(Decrease)		N/A	N/A	N/A	8.8%	8.2%		8.8%

CURRENT

NEGOTIATED RENEWAL

Schedule of Benefits		Florida Blue - BlueOptions 05770		Florida Blue - BlueOptions 05770	
Plan Year Deductible (PYD)		In Network	Out of Network	In Network	Out of Network
Individual Deductible		\$1,000	\$3,000	\$1,000	\$3,000
Family Deductible		\$1,000/\$3,000	\$3,000/\$6,000	\$1,000/\$3,000	\$3,000/\$6,000
Out of Pocket Maximum					
Single		\$3,500	\$7,000	\$3,500	\$7,000
Family		\$3,500/\$7,000	\$7,000/\$14,000	\$3,500/\$7,000	\$7,000/\$14,000
Member Coinsurance		20%	50%	20%	50%
Non-Hospital Services					
Physician Office Visit Copay		\$25 Copay	50% after PYD	\$25 Copay	50% after PYD
Specialist Office Visit Copay		\$45 Copay	50% after PYD	\$45 Copay	50% after PYD
Virtual Visit Copay (PCP/Specialist)		No Charge/\$45	Not Covered	No Charge/\$45	Not Covered
Preventive Services		No Charge	50%	No Charge	50%
Laboratory Services		No Charge	50% after PYD	No Charge	50% after PYD
Advanced Imaging (MRI, PET, CT)		\$200 Copay	50% after PYD	\$200 Copay	50% after PYD
Urgent Care Center		\$50 Copay	\$50 Copay + PYD	\$50 Copay	\$50 Copay + PYD
Hospital Services					
Inpatient Hospital Services		20% after PYD	\$3,500 Copay	20% after PYD	\$3,500 Copay
Outpatient Hospital Services		20% after PYD	50% after PYD	20% after PYD	50% after PYD
Physician Services at Hospital		\$100 Copay	\$100 Copay	\$100 Copay	\$100 Copay
Emergency Room (Per Visit)		\$200 Copay	\$200 Copay	\$200 Copay	\$200 Copay
Mental Health/Substance Abuse					
Inpatient Hospital		No Charge	\$500 Copay	No Charge	\$500 Copay
Outpatient Services (OV/Other)		No Charge	50%	No Charge	50%
Prescription Drugs					
Generic Drugs		\$10	50%	\$10	50%
Formulary Drugs		\$50		\$50	
Non-Formulary Drugs		\$80		\$80	
Specialty Drugs		20%		20%	
Mail Order - 90 Day Supply		2.5x Retail		2.5x Retail	
Rates					
Employee Only	27	\$997.58		\$1,091.51	
Employee + Spouse	12	\$2,274.49		\$2,488.65	
Employee + Child(ren)	11	\$1,995.17		\$2,183.02	
Employee + Family	28	\$3,192.27		\$3,492.84	
Monthly Premium	78	\$165,559		\$181,147	
Annual Premium		\$1,986,708		\$2,173,768	
\$ Increase/(Decrease)		N/A		\$187,060	
% Increase/(Decrease)		N/A		9.4%	

Town of Jupiter Island
Disability Evaluation

Effective Date: October 1, 2025

CURRENT/RENEWAL		ALTERNATE
Short-Term Disability Insurance		
Eligibility	The Standard	The Standard
Eligible Employees	All Active Employees working 30 or more hours per week	All Active Employees working 30 or more hours per week
Benefits		
Benefit Percent	60%	66.67%
Maximum per Week	\$1,100	\$2,100
Elimination Period		
Accident Waiting Period	14 Days	14 Days
Illness Waiting Period	14 Days	14 Days
Benefit Duration	90 Days	90 Days
Rate Guarantee		Expires 9/30/2026
Volume	\$63,451	\$92,530
Rate per \$10	\$0.24	\$0.24
Monthly Premium	\$1,491	\$2,174
Annual Premium	\$17,893	\$26,093
\$ Increase/(Decrease)	N/A	\$8,200
% Increase/(Decrease)	N/A	45.8%

CURRENT/RENEWAL		ALTERNATE
Long-Term Disability Insurance		
Eligibility	The Standard	The Standard
Eligible Employees	All Active Employees working 30 or more hours per week	All Active Employees working 30 or more hours per week
Benefits		
Benefit Percent	60% of monthly earnings	66.67% of monthly earnings
Maximum Monthly Benefit	\$5,000	\$6,500
Elimination Period		
Elimination Period	90 days	90 days
Own Occupation Period	24 months	24 months
Duration of Benefit	To age 65, ADEA	To age 65, ADEA
Rate Guarantee		Expires 9/30/2026
Volume	\$520,535	\$567,136
LTD Rate / \$100	\$0.39	\$0.41
Monthly Premium	\$2,030	\$2,325
Annual Premium	\$24,361	\$27,903
\$ Increase/(Decrease)	N/A	\$3,542
% Increase/(Decrease)	N/A	14.5%



August 2025 General Fund FY 2024-2025 Interim Financial Report

Town Commission Meeting
September 16, 2025

Town of Jupiter Island FY 2024/2025 Budget Summary			
Account Description	Amended Budget 2024-2025	YTD Actual 8/31/2025	Target 92%
Total General Fund Revenues	\$13,023,593	\$12,893,298	99%
Transfers from Reserves	\$2,012,154	\$0	0%
Total Revenues	\$15,035,747	\$12,893,298	86%
Total Administration	\$3,776,432	\$3,065,262	81%
Total Public Safety	\$6,302,721	\$5,070,862	80%
Total Building Department	\$2,707,617	\$1,841,004	68%
Total Public Works	\$2,248,977	\$1,579,352	70%
Total General Fund Expenditures	\$15,035,747	\$11,556,480	77%
Year to Date Net Income		\$1,336,818	

FY 2024-2025 Revenues

Account Description	Amended Budget 2024-2025	PYTD Actual 8/31/2024 2023-2024	YTD Actual 8/31/2025 2024-2025	Actual % of Budget (Target 92%) 2024-2025
Ad Valorem	\$9,927,402	\$9,056,011	\$9,921,902	100%
Total Other Taxes and Fees	\$333,000	\$278,235	\$295,550	89%
Total Licenses and Permits	\$850,500	\$1,636,623	\$1,166,866	137%
Total Intergovernmental Revenue	\$325,100	\$163,976	\$231,398	71%
Total Charges for Services	\$131,000	\$118,445	\$96,697	74%
Total Fines and Forfeits	\$2,000	\$2,544	\$3,598	180%
Total Miscellaneous Revenues	\$750,512	\$838,208	\$608,787	81%
Transfers from Interfunds	\$704,079	\$624,722	\$568,499	81%
Subtotal Revenues	\$13,023,593	\$12,718,764	\$12,893,298	99%

FY 2024-2025 Expenses by Department

Account Description	Amended Budget 2024-2025	PYTD Actual 8/31/2024	YTD Actual 8/31/2025	Actual % of Budget (Target 92%)
Total Administration - Payroll	\$1,431,739	\$1,009,001	\$1,200,880	84%
Total Administration - Benefits	\$892,571	\$583,442	\$606,563	68%
Total Administration - Operating	\$1,395,122	\$1,250,346	\$1,232,682	88%
Subtotal	\$3,719,432	\$2,842,789	\$3,040,125	82%
Total Administration - Capital	\$57,000	\$15,109	\$25,137	44%
Total Administration	\$3,776,432	\$2,857,898	\$3,065,262	81%
Total Public Safety - Payroll	\$3,193,099	\$2,500,967	\$2,749,731	86%
Total Public Safety - Benefits	\$1,031,813	\$620,321	\$694,216	67%
Total Public Safety - Operating	\$1,446,890	\$1,116,193	\$1,153,745	80%
Subtotal	\$5,671,802	\$4,237,480	\$4,597,692	81%
Total Public Safety - Capital	\$630,919	\$491,576	\$473,169	75%
Total Public Safety	\$6,302,721	\$4,729,056	\$5,070,862	80%
Total Building - Payroll	\$546,510	\$416,582	\$421,765	77%
Total Building - Benefits	\$171,337	\$115,899	\$95,831	56%
Total Building - Operating	\$1,979,770	\$988,491	\$1,323,409	67%
Subtotal	\$2,697,617	\$1,520,972	\$1,841,004	68%
Total Building - Capital	\$10,000	\$27,825	\$0	0%
Total Building Department	\$2,707,617	\$1,548,797	\$1,841,004	68%
Total Public Works - Payroll	\$758,952	\$549,052	\$575,949	76%
Total Public Works-Benefits	\$457,028	\$255,490	\$255,826	56%
Total Public Works - Operating	\$831,697	\$536,310	\$629,065	76%
Subtotal	\$2,047,677	\$1,340,852	\$1,460,840	71%
Total Public Works - Capital	\$201,300	\$332,487	\$118,512	59%
Total Public Works	\$2,248,977	\$1,673,339	\$1,579,352	70%
Total General Fund Expenditures	\$15,035,747	\$10,809,090	\$11,556,480	77%

Interim Balance Sheet as of 8/31/2025

Assets

CASH GENERAL ACCOUNT - SEACOAST	\$	595,605
MONEY MARKET-SEACOAST	\$	1,069,342
CASH PAYROLL - SEACOAST	\$	50,000
CASH FLEX SPENDING - SEACOAST	\$	22,899
INVESTMENT POOL	\$	2,326,735
INVESTMENT- FL PALM	\$	100,000
INVESTMENT - SBA	\$	3,614,834
PETTY CASH	\$	550
ACCOUNTS RECEIVABLE	\$	5,580
ACCOUNTS REC. - RETIREE BENEFITS	\$	1,135
DUE FROM BEACH PROTECTION	\$	8,896,007
DUE FROM UTILITIES	\$	269,823
PREPAID ITEMS	\$	29,798
Total Assets	\$	16,982,309

Liabilities

ACCOUNTS PAYABLE	\$	3
DUE TO BEACH PROTECTION	\$	3,048,906
DUE TO SPECIAL LAW ENFORCEMENT	\$	14
DUE TO O&M	\$	731
DUE TO OTHER GOV. UNITS	\$	19,630
ACCRUED PAYROLL/BENEFITS	\$	(9,095)
OVERPAYMENTS-RETIREES	\$	269
DONATIONS	\$	5,024
Total Liabilities	\$	3,065,481

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	\$	1,325,905
Total Reserves/Fund Balances	\$	13,916,827

Total Liabilities and Fund Balance

\$	16,982,309
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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: TOWN OF JUPITER ISLAND, COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER
FROM: MATTHEW PAZANSKI, FINANCE/HR DIRECTOR
DATE: AUGUST 27, 2025
SUBJECT: FY 2025-2026 BUDGET DISCUSSION-9/16/2025 COMMISSION MEETING

Background

At the July 22, 2025, Town Commission Meetings, the Commission approved setting the proposed (maximum) ad valorem millage tax rates for FY 2025-2026 at:

- 2.8259 mills for the General Fund, this millage rate represents an 8.29% increase over the rolled back rate of 2.6096.
- .9593 mills for the Beach Protection District, this millage rate represents a 7.63% increase over the rolled back rate of .8913 and is the same millage rate as the current year's rate.
- .2100 mills for the Electric Underground Debt Service, this millage rate is 7.61% less than the current year's rate of .2273.
- The total aggregate of the millage rates is 3.9952, which is the same as last year's.

Discussion

The goal of the September 16 Town Commission meeting agenda item is to review the FY 2025-2026 Proposed Annual Budget to provide updates on projected revenue and expenditure lines and to discuss outstanding and pending items. Some of the outstanding/discussion items are as follows:

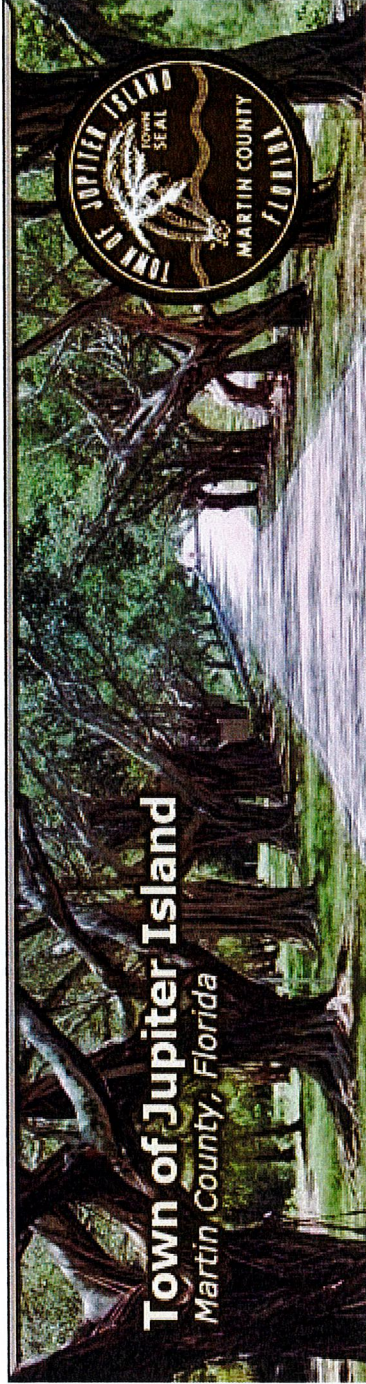
- Insurance Renewals - Property, Liability, Auto, Work Comp, Ancillary
- Insurance Renewals - Employee Health and Wellness Benefit program
- Operating Costs - Rollover items and projections
- Capital Expenditures and Projects

Remaining Budget Meeting Schedule

1. The first public hearing is scheduled 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.
2. The final public hearing is scheduled 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

Review and discuss the FY 2025-2026 Annual Budget and obtain input and consensus for outstanding items to prepare for the public hearings.



Fiscal Year 2026 Proposed Annual Budget

Town Commission Meeting
September 16, 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*					N/A		
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



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	\$ 13,487,227	7.63%
Transfers from Reserves	\$ 510,000	\$ 100,000	-80.39%
Total Revenues	\$ 13,040,781	\$ 13,587,227	4.19%
Total Administration	\$ 3,480,425	\$ 3,827,878	9.98%
Total Public Safety	\$ 6,055,175	\$ 6,319,911	4.37%
Total Building Department	\$ 1,352,285	\$ 950,057	-29.74%
Total Public Works	\$ 2,152,895	\$ 2,489,381	15.63%
Total General Fund Expenditures	\$ 13,040,781	\$ 13,587,227	4.19%
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	\$ 10,800,744	\$ 873,342	8.80%
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	\$ 240,700	\$ (84,400)	-25.96%
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	\$ 13,487,227	\$ 956,446	7.63%
Transfers from Reserves (Donations)	\$ 115,000	\$ -	\$ (115,000)	0.00%
Transfers from Prior Year (Rollover)	\$ 395,000	\$ 100,000	\$ (295,000)	-74.68%
Total	\$ 13,040,781	\$ 13,587,227	\$ 546,446	4.19%

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 2.8259 millage rate, the increase over rollback is 8.29%
- FY 2026 Estimated Ad Valorem Revenue from New Construction \$101,959
- FY 2026 Estimated Total Ad Valorem Increase \$873,342 – 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

9/3/2025

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 8% Increase – Overall 1.5%
- Operating Cost – Estimates are related to the completion of some services with offset increases to others as following:
 - Completion/Reduction of Professional Services (i.e.: Waterfront Set Back, Resiliency Study, Comprehensive Plan)
 - Increases in Information Technology and Software costs
 - Increases in Repair and Maintenance costs for buildings and equipment
 - Property, Liability, Auto, Work Comp and Ancillary Insurances – 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	3.10%	2025/2026	5.00%
	25.80%		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	\$937,556	\$44,985	5.04%
Total Administration - Operating	\$1,160,175	\$1,411,940	\$251,765	21.70%
Subtotal	\$3,448,425	\$3,817,878	\$369,453	10.71%
Total Administration - Capital	\$32,000	\$10,000	(\$22,000)	-68.75%
Total Administration	\$3,480,425	\$3,827,878	\$347,453	9.98%
Total Public Safety - Payroll	\$3,033,324	\$3,234,696	\$201,372	6.64%
Total Public Safety - Benefits	\$1,031,813	\$1,109,035	\$77,222	7.48%
Total Public Safety - Operating	\$1,433,908	\$1,511,380	\$77,472	5.40%
Subtotal	\$5,499,045	\$5,855,111	\$356,067	6.48%
Total Public Safety - Capital	\$556,131	\$464,800	(\$91,331)	-16.42%
Total Public Safety	\$6,055,175	\$6,319,911	\$264,736	4.37%
Total Building - Payroll	\$524,794	\$408,640	(\$116,154)	-22.13%
Total Building - Benefits	\$171,337	\$150,540	(\$20,797)	-12.14%
Total Building - Operating	\$646,154	\$380,877	(\$265,277)	-41.05%
Subtotal	\$1,342,285	\$940,057	(\$402,228)	-29.97%
Total Building - Capital	\$10,000	\$10,000	\$0	0.00%
Total Building Department	\$1,352,285	\$950,057	(\$402,228)	-29.74%
Total Public Works - Payroll	\$729,867	\$771,251	\$41,384	5.67%
Total Public Works-Benefits	\$457,029	\$427,080	(\$29,948)	-6.55%
Total Public Works - Operating	\$779,999	\$770,050	(\$9,949)	-1.28%
Subtotal	\$1,966,895	\$1,968,381	\$1,486	0.08%
Total Public Works - Capital	\$186,000	\$521,000	\$335,000	180.11%
Total Public Works	\$2,152,895	\$2,489,381	\$336,486	15.63%
Total General Fund Expenditures	\$13,040,781	\$13,587,227	\$546,447	4.19%

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	\$3,234,696	\$ 201,372	6.64%
Total Building - Payroll	\$524,794	\$408,640	\$ (116,154)	-22.13%
Total Public Works - Payroll	\$729,867	\$771,251	\$ 41,384	5.67%
Total	\$5,683,664	\$5,882,969	\$ 199,305	3.51%
Total Administration - Benefits	\$892,571	\$937,556	\$ 44,985	5.04%
Total Public Safety - Benefits	\$1,031,813	\$1,109,035	\$ 77,222	7.48%
Total Building - Benefits	\$171,337	\$150,540	\$ (20,797)	-12.14%
Total Public Works - Benefits	\$457,029	\$427,080	\$ (29,948)	-6.55%
Total	\$ 2,552,750	\$2,624,211	\$ 71,461	2.80%
Total Administration - Operating	\$1,160,175	\$1,411,940	\$ 251,765	21.70%
Total Public Safety - Operating	\$1,433,908	\$1,511,380	\$ 77,472	5.40%
Total Building - Operating	\$646,154	\$380,877	\$ (265,277)	-41.05%
Total Public Works - Operating	\$779,999	\$770,050	\$ (9,949)	-1.28%
Total	\$4,020,236	\$4,074,247	\$ 54,011	1.34%
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	\$521,000	\$ 335,000	180.11%
Total	\$ 784,131	\$1,005,800	\$ 221,669	28.27%
Total General Fund Expenditures	\$ 13,040,781	\$ 13,587,227	\$ 546,447	4.19%

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>		
(3) Vehicles	Patrol + Up-Fit	\$ 195,000.00
Building Improvements	Public 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	\$ 70,000.00
Roads-Isle Ridge	Reclamation/Resurface	\$ 150,000.00
Building Improvements	Town Hall Building Improvements	\$ 50,000.00
Equipment	Grounds	\$ 5,000.00
Department Total		\$ 521,000.00
Grand Total		\$ 1,005,800.00
Prior Year Rollover		\$ 100,000.00
Current Year CIP		\$ 905,800.00

Jupiter Island 5 Year Capital Plan

	2026	2027	2028	2029	2030
Building Maintenance / Capital Repair Initiatives					
Town Hall Building Improvements					
HVAC			\$200,000		
Roof Replacement			\$500,000		
Doors/Windows				\$100,000	\$100,000
General - Renovations/Repairs (Bathrooms, Carpet, Office)	\$50,000	\$25,000		\$25,000	
Emergency Generator Replacement				\$100,000	
Irrigation/Grounds		\$50,000			
Public Safety Department/Bunker Hill					
Security		\$25,000		\$25,000	
Building Improvements/Renovation	\$90,000				\$10,000
Public Works/Suzanne Drive					
Butler Building			\$500,000		
Pitou Trail Pole Barn					\$300,000
Equipment / Software					
Public Safety Department					
Axon In-Car Cameras	\$42,000	\$42,000	\$43,550		
Tactical Night Vision Goggles (2)	\$27,000				
Axon Body Cameras	\$22,000	\$22,200	\$23,100	\$15,000	\$15,000
Axon Tasers	\$13,800			\$10,000	
Public Safety EMS Equipment		\$5,000			
Public Safety Marine Equipment	\$9,000	\$5,000	\$5,000	\$5,000	\$5,000
Portable Radio Replacement 3-Year Plan	\$10,000	\$75,000	\$75,000	\$75,000	
Firearms Weapon/Optics/Holster		\$30,000			
CAD/RMS/JMS Replacement 5-Year Cost/Maintenance		\$15,576	\$36,456	\$36,456	\$36,456
Town Wide Camera Management			\$25,000		
Administration-Software/IT/Equipment	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000
Public Safety-Software/IT/Equipment	\$16,000	\$5,000	\$5,000	\$5,000	\$5,000
Building Department-Software/IT/Equipment	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000
Public Works-Software/IT/Equipment	\$5,000	\$30,000	\$10,000	\$10,000	\$10,000
Vehicle & Heavy Equipment Replacements					
Public Safety Department					
Marine Unit Boat					\$150,000
Marine Unit Boat Motors	\$40,000				
Police Vehicles	\$195,000	\$130,000	\$135,000	\$140,000	\$145,000
ATV			\$10,000		
Public Works Department					
Sanitation Truck(s) / Dump Beds	\$125,000	\$125,000			\$150,000
Brush Truck				\$250,000	
Sanitation Compactor Truck					\$300,000
Heavy Equipment	\$121,000		\$120,000		\$25,000
I.T. Vehicle					
Public Works Drainage & Paving Initiatives					
River Road Phase I	\$30,000	\$350,000			
North Beach Road Traffic Calming		\$100,000			
Drainage Improvements	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000
Isle Ridge Reclamation/Resurfacing	\$150,000				
Gomez Road Resurfacing (sinking fund)		\$150,000	\$150,000	\$300,000	\$175,000
Side Street Resurfacing				\$75,000	
Street Light Replacement		\$25,000	\$25,000		
Ramble/Sidewalk Repair & Replacement	\$25,000	\$25,000	\$25,000	\$25,000	
Total	\$1,005,800	\$1,269,776	\$1,923,106	\$1,231,456	\$1,461,456

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 0.9593 Mills)	\$ 3,380,769	\$ 3,655,318	\$ 274,549	8.1%
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-Design for Beach Renourishment	\$ 807,539	\$ -	\$ (807,539)	0.0%
Total Revenues	\$ 31,435,963	\$ 3,880,318	\$ (27,555,645)	-87.7%

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	\$ -	\$ 1,905,928	\$ 1,905,928	0.0%
Total Reserves and Expenditures	\$ 31,435,963	\$ 3,880,318	\$ (27,555,645)	-87.7%

Millage Rates

2025 General Fund Millage - 2.8086 mills

2026 GF Proposed Millage - 2.8259

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 = 3.9952



**TOWN OF JUPITER ISLAND
Town Commission Meeting
July 30,2025**

STAFF REPORT

To: Town Commission, Town of Jupiter Island and Robert Garlo, Town Manager

From: Catherine Harding, Building, Planning, and Zoning Director

RE: Hardship Variances

The following sections of the Land Development Regulations now require a variance from the Board of Adjustment. The variance referred to in our LDR's is a Hardship Variance. In consideration is whether they should remain a Hardship Variance.

Note: The text below is the exact current text in our LDR's and will be revised for any reference to the Board of Adjustment. No grammar changes have been made yet and references for Alternate Development Standards will be deleted. The current text of the LDR's is under review.

Article IX. Nonconformities. Division 2. Nonconforming Structures.

Section 2.02. Nonconforming buildings. C. Replacement.

In the event part or all of a nonconforming building is destroyed or made structurally unsound by fire, casualty, or other Act of God (which shall include, but not be limited to, wood eating organisms, degraded concrete, or similar factor not within the control of the property owner) to a point where repair is impracticable, the building may be reconstructed or replaced if approved by the board of adjustment using alternative development standards.

Article IX. Nonconformities. Division 4. Nonconforming Uses. Section 4.00. Nonconforming uses. C. Conversion.

The board of adjustment may approve the conversion of a nonconforming use to another nonconforming use with fewer external impacts using alternative development standards.

Permitted Uses in all Residential Zoning Districts state "*accessory uses not listed herein, are prohibited, unless approved as an alternate accessory use by the board of adjustment*". The recommendation is to add Section E to Nonconforming Uses as follows:

Article IX. Nonconformities. Division 4. Nonconforming Uses. Section 4.00. Nonconforming uses. E. Alternate Accessory uses. Accessory Uses not specifically permitted in Residential Zoning Districts may be approved by the Development Review Board.

To: Town Commission, Town of Jupiter Island

Rober Garlo, Town Manager

From: Catherine Harding, Building, Planning and Zoning Director

Date: August 19, 2025

Ref: Additional Hardship Variances

The following additional sections of the Land Development Regulations now require a variance from the Board of Adjustment. The variance referred to in our LDR's is a Hardship Variance. In consideration is whether they should remain a Hardship Variance. These sections were selected because they have a direct impact on the public and require a closer review.

Ordinance No. 411 establishing a Development Review Board refers to variances. This will clarify what regulations should be considered for a Hardship Variance.

Article IV. Supplemental regulations.

Section 3.07 A. Variance for docks and dune crossovers.

Section 3.10 B. Variance for reduction of the requirement for off-street parking.

Section 3.12 B. Variance for wireless communication towers and antennas.

Article Vi. Signs.

Section 2.02 C. Variance for increase in sign area.

Section 2.02 E. Variance for illuminated signage.

Note: The text is the exact current text in our LDR's and will be revised for any reference to the Board of Adjustment. No grammar changes have been made yet and references for Alternate Development Standards will be deleted. The current text of the LDR's is under review.

Cah/8-19-25



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

CC: Kimberly Kogos, Town Clerk

From: Robert Garlo, Town Manager

RE: Elected Official Legal Expenses

Date: 9/2/2025

Background:

In accordance with established practice and pursuant to Ordinance No. 387, Vice Mayor Scott has submitted documentation detailing legal expenses incurred in connection with Town litigation matters. The itemized expenses are attached.

Recommendation

Vice Mayor Scott has formally requested that the Town Commission review and consider reimbursement for legal expenses she has personally incurred in connection with Town-related litigation matters. This request is submitted for discussion and potential action in accordance with Ordinance No. 387.

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	11/17/2023	Robert Hartsell	T/C with AS regarding deposition by Ethan Loeb. Instruct her to tell Baird to coordinate any depositions with us.	0.4	\$ 450.00	\$ 180.00	1364	Paid
Anne Scott	Townsend Litigation	11/20/2023	Shai Ozery	Receive / review emails from AS and preservation letter from EL.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	11/20/2023	Shai Ozery	receive / review of email chain between Town Atty and EL re depo of AS.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	11/21/2023	Shai Ozery	Receive / review email from AS re revocation of DEP permit and review emails and preservation letter in order to assess effect of same.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	11/21/2023	Shai Ozery	Review docket for JIC v. Townsend in order to assess claims and determine whether deposition of AS would be consistent with rules governing discovery. Reviewed complaint and recent motion for sanctions as well as confer with RH re same.	1.2	\$ 450.00	\$ 540.00	1364	Paid
Anne Scott	Townsend Litigation	11/21/2023	Shai Ozery	Case status conference with RNH - confer re updates on motion for sanctions by Townsend counsel and depo basis for AS.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	11/28/2023	Shai Ozery	Confer with RNH re apex doct. / contact T. Baird and lvm.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	11/29/2023	Shai Ozery	T/c with RNH and AS re 1. responses to media, 2. DOAH briefing re DEP case, 3. deposition strategy.	0.8	\$ 450.00	\$ 360.00	1364	Paid
Anne Scott	Townsend Litigation	11/29/2023	Shai Ozery	T/c with TB re depo sought by OC and request for basis of same.	0.3	\$ 450.00	\$ 135.00	1364	Paid
Anne Scott	Townsend Litigation	11/30/2023	Robert Hartsell	Review and respond to Tom Baird email regarding depositions. Draft approval of email to E Loeb.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	11/30/2023	Shai Ozery	Receive / review co-counsel email to OC and OC response re basis of deposition in order to assess basis for MPO.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	12/4/2023	Shai Ozery	Receive / respond to OC re deposition basis inquiry and transcript referred to, in order to determine basis for seeking Ms. Scott's deposition.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	12/4/2023	Shai Ozery	Receive / review email from OC re refusal to confer on deposition of AS, confer with RH on same in order to draft MPO.	0.1	\$ 450.00	\$ 45.00	1364	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	12/4/2023	Shai Ozery	Perform legal research on APEX doctrine, applicability to current issue, based upon response from OC new 2021 Rule of Civil Procedure, 1.280(h). Confer with RNH re same and next step in drafting motion re same.	0.7	\$ 450.00	\$ 315.00	1364	Paid
Anne Scott	Townsend Litigation	12/12/2023	Shai Ozery	T/c with AS re subpoena and upcoming meeting.	0.3	\$ 450.00	\$ 135.00	1364	Paid
Anne Scott	Townsend Litigation	12/12/2023	Shai Ozery	review court docket in order to prepare outline of procedural history in anticipation of MPO. T/c with defense counsel re procedural history of case and strategy.	1	\$ 450.00	\$ 450.00	1364	Paid
Anne Scott	Townsend Litigation	12/13/2023	Shai Ozery	Conduct legal research on MPO v. APEX and begin drafting initial draft of APEX Mot and MPO in response to subpoena for depo.	1.8	\$ 450.00	\$ 810.00	1364	Paid
Anne Scott	Townsend Litigation	12/14/2023	Shai Ozery	Receive / review case summary in order to assess issues for possible use in MPO and advising AS re same.	0.3	\$ 450.00	\$ 135.00	1364	Paid
Anne Scott	Townsend Litigation	12/18/2023	Shai Ozery	Reviewed case docket from Townsend matter in response to subpoena for depo / duces tecum. Received / reviewed case materials including hearing transcript and petitions for writ of cert and acquittal documents in order to obtain evidence or lack thereof to cite in support of MPO/Apex Mot.	1.4	\$ 450.00	\$ 630.00	1364	Paid
Anne Scott	Townsend Litigation	12/22/2023	Shai Ozery	Legal research as to procedure and timing for MPO and Apex motion/objection to Subpoena DT and confer with RNH re same.	0.5	\$ 450.00	\$ 225.00	1364	Paid
Anne Scott	Townsend Litigation	12/22/2023	Shai Ozery	T/c with RNH and AS re MPO, grounds, and strategy for same.	0.5	\$ 450.00	\$ 225.00	1364	Paid
Anne Scott	Townsend Litigation	12/27/2023	Shai Ozery	Receive / review email from TB re subpoena, confer with RNH, and t/c with TB re responding to the subpoena.	0.2	\$ 450.00	\$ 90.00	1364	Paid
Anne Scott	Townsend Litigation	1/9/2024	Shai Ozery	Outline requirements of affidavit for AS based upon case law and review motion in support of same.	0.5	\$ 450.00	\$ 225.00	1364	Paid
Anne Scott	Townsend Litigation	1/10/2024	Shai Ozery	Review record for new case developments and motions to compel depositions, prepare APEX Mot. Affidavit and edit draft of Apex mot.	1.3	\$ 450.00	\$ 585.00	1364	Paid
Anne Scott	Townsend Litigation	1/11/2024	Shai Ozery	Receive / respond to AS re status of motion and affidavit.	0.1	\$ 450.00	\$ 45.00	1364	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	1/11/2024	Shai Ozery	Finish initial draft of affidavit and prepare email to AS with draft for review.	1.1	\$ 450.00	\$ 495.00	1364	Paid
Anne Scott	Townsend Litigation	1/12/2024	Shai Ozery	T/c with AS re facts to add to affidavit.	0.8	\$ 450.00	\$ 360.00	1364	Paid
Anne Scott	Townsend Litigation	1/12/2024	Shai Ozery	Receive / review email from AS re scheduling matter to other commissioners.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	1/12/2024	Shai Ozery	Review notes from t/c discussion with AS and incorporate into affidavit as well as timeline of PRRs. Finalize for RNH review prior to submission to AS.	1	\$ 450.00	\$ 450.00	1364	Paid
Anne Scott	Townsend Litigation	1/12/2024	Shai Ozery	Incorporate facts from affidavit into APEX motion and draft analysis, prepare for final edits.	1.2	\$ 450.00	\$ 540.00	1364	Paid
Anne Scott	Townsend Litigation	1/12/2024	Jordan Snyder	Tertiary draft of the public records to the Town of Jupiter Island for all documents held by Whit Pidot regarding the water setback line pursuant to additional edits from Robert Hartsell after speaking to the Client.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	1/15/2024	Shai Ozery	Finalize initial draft of APEX motion, add objections to duces tecum and prepare for RNH review.	1.6	\$ 450.00	\$ 720.00	1364	Paid
Anne Scott	Townsend Litigation	1/16/2024	Shai Ozery	Finalize initial draft for RNH and submit for review. Review transcript for any contradictory or helpful testimony prior to filing Mot.	2.2	\$ 450.00	\$ 990.00	1364	Paid
Anne Scott	Townsend Litigation	1/16/2024	Shai Ozery	Draft notice of appearance and notice of filing transcript for RNH review.	0.2	\$ 450.00	\$ 90.00	1364	Paid
Anne Scott	Townsend Litigation	1/16/2024	Shai Ozery	Review Judge McNicolas's court instruction/procedures and review hearing times for motion.	0.2	\$ 450.00	\$ 90.00	1364	Paid
Anne Scott	Townsend Litigation	1/16/2024	Shai Ozery	Prepare email with all draft documents for AS review and affidavit for execution. T/c with AS re duces tecum inquiry and any responsive documents.	0.9	\$ 450.00	\$ 405.00	1364	Paid
Anne Scott	Townsend Litigation	1/17/2024	Shai Ozery	T/c with AS re edits/modifications to APEX Mot. and Affidavit and conform drafts based upon discussion. Finalize all supporting materials and drafts and prepare for filing.	2	\$ 450.00	\$ 900.00	1364	Paid
Anne Scott	Townsend Litigation	1/17/2024	Shai Ozery	Review of 5/9/23 Special Meeting and confer with RH re same, based upon allegations and argument raised by EL.	1.5	\$ 450.00	\$ 675.00	1364	Paid
Anne Scott	Townsend Litigation	1/17/2024	Shai Ozery	T/c with TB re apex motion and status.	0.1	\$ 450.00	\$ 45.00	1364	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	1/17/2024	Shai Ozery	T/c with AS re motion, affidavit, and objections to duces tecum.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	1/18/2024	Shai Ozery	T/c with AS re emails sent in PDF format and last modifications to affidavit.	0.2	\$ 450.00	\$ 90.00	1364	Paid
Anne Scott	Townsend Litigation	1/18/2024	Shai Ozery	prepare all documents related to apex motion for RNH final review prior to filing.	0.3	\$ 450.00	\$ 135.00	1364	Paid
Anne Scott	Townsend Litigation	1/18/2024	Shai Ozery	File all documents and prepare service email to OC re dates.	0.4	\$ 450.00	\$ 180.00	1364	Paid
Anne Scott	Townsend Litigation	1/18/2024	Shai Ozery	t/c with AS re formatting so send responsive emails.	0.1	\$ 450.00	\$ 45.00	1364	Paid
Anne Scott	Townsend Litigation	1/19/2024	Shai Ozery	Review hearing times for Judge McNicholas, confer with RNH re same, and prepare email to OC re coordinating hearing time and requesting new depo dates.	0.3	\$ 450.00	\$ 135.00	1374	Paid
Anne Scott	Townsend Litigation	1/22/2024	Shai Ozery	T/c with counsel for Townsend re OC's office lack of response and prior history.	0.3	\$ 450.00	\$ 135.00	1374	Paid
Anne Scott	Townsend Litigation	1/23/2024	Shai Ozery	Receive / respond to OC re scheduling hearing on APEX motion.	0.2	\$ 450.00	\$ 90.00	1374	Paid
Anne Scott	Townsend Litigation	1/23/2024	Shai Ozery	Schedule time for hearing with CMS and draft Notice of Hearing on APEX Motion.	0.5	\$ 450.00	\$ 225.00	1374	Paid
Anne Scott	Townsend Litigation	1/23/2024	Shai Ozery	T/c with RNH and AS re status of hearing date/time, new NPNP to WP, and TB status. File/serve NOH on OC and all parties.	0.4	\$ 450.00	\$ 180.00	1374	Paid
Anne Scott	Townsend Litigation	1/23/2024	Shai Ozery	Modify NOH filing in response to clerk correction queue notice.	0.1	\$ 450.00	\$ 45.00	1374	Paid
Anne Scott	Townsend Litigation	1/24/2024	Shai Ozery	Receive/ review notices of postponement of depositions and prepare email to AS re same and Duces tecum production.	0.2	\$ 450.00	\$ 90.00	1374	Paid
Anne Scott	Townsend Litigation	1/25/2024	Shai Ozery	Review division instructions regarding hearing package in advance of hearing. Draft proposed order and cover letter accordingly, and prepare all items for service on judicial assistant, per court instructions, in advance of hearing.	1.1	\$ 450.00	\$ 495.00	1374	Paid
Anne Scott	Townsend Litigation	1/25/2024	Shai Ozery	Incorporate RNH edits, and prepare all documents, per court instructions for submission to Court. Prepare / send email to court with all materials.	0.3	\$ 450.00	\$ 135.00	1374	Paid
Anne Scott	Townsend Litigation	1/25/2024	Shai Ozery	Request court reporter for hearing on AS APEX mot.	0.1	\$ 450.00	\$ 45.00	1374	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	1/25/2024	Shai Ozery	Review docket/NOD/ and subpoena for duces tecum instructions as they relate to the deposition and production.	0.1	\$ 450.00	\$ 45.00	1374	Paid
Anne Scott	Townsend Litigation	1/29/2024	Shai Ozery	T/c with HH re apex doct. and common litigation interest, discuss Townsend litigation, and prepare email to HH re same.	0.2	\$ 450.00	\$ 90.00	1374	Paid
Anne Scott	Townsend Litigation	1/29/2024	Shai Ozery	receive / review confirmation of court reporter for APEX mot. hearing and verify all details with scheduled time on Martin County case management system.	0.1	\$ 450.00	\$ 45.00	1374	Paid
Anne Scott	Townsend Litigation	1/30/2024	Shai Ozery	T/c and email to VS re coordinating defense of depos at one hearing rather than 2.	0.2	\$ 450.00	\$ 90.00	1374	Paid
Anne Scott	Townsend Litigation	1/30/2024	Shai Ozery	Receive / review emails form VS re coordinating single hearing re APEX motions for Tim Smith / Anne Scott	0.1	\$ 450.00	\$ 45.00	1374	Paid
Anne Scott	Townsend Litigation	2/8/2024	Shai Ozery	Prepare email to HH/VS re hearing time consolidation and t/c with AS re same and status of duces tecum.	0.2	\$ 450.00	\$ 90.00	1379	Paid
Anne Scott	Townsend Litigation	2/13/2024	Shai Ozery	Begin review of applicable case law, highlight and prepare all case law for service upon Court, consistent with judicial procedures.	0.6	\$ 450.00	\$ 270.00	1379	Paid
Anne Scott	Townsend Litigation	2/14/2024	Shai Ozery	Research additional cases and authorities In support of APEX Mot., organize all cases, highlight, and prepare / submit to judge in accordance with procedures.	1.4	\$ 450.00	\$ 630.00	1379	Paid
Anne Scott	Townsend Litigation	2/14/2024	Shai Ozery	Receive / respond to email from OC re court reporter.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	2/14/2024	Shai Ozery	Receive/ respond to email from OC re court reporter for hearing and job number / office.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	2/15/2024	Shai Ozery	t/c with HH re strategy for upcoming hearing on APEX motions.	0.2	\$ 450.00	\$ 90.00	1379	Paid
Anne Scott	Townsend Litigation	2/15/2024	Shai Ozery	Receive / review OC case law arguing the same position as AS, and outline arguments in preparation of hearing on 2/22.	0.4	\$ 450.00	\$ 180.00	1379	Paid
Anne Scott	Townsend Litigation	2/15/2024	Shai Ozery	Receive / respond / confer with HH re strategy for hearings next week.	0.1	\$ 450.00	\$ 45.00	1379	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
				Confer with HPC re attending tomorrow's hearing in order to prepare for AS APEX Mot. Hearing on 2/22.					
Anne Scott	Townsend Litigation	2/19/2024	Shai Ozery	T/c with VS re hearing, strategy, and obtaining zoom link in order to avoid traveling for same.	0.5	\$ 450.00	\$ 225.00	1379	Paid
Anne Scott	Townsend Litigation	2/20/2024	Shai Ozery	review materials and attend hearing on Comm. Smith's APEX Mot.	1	\$ 450.00	\$ 450.00	1379	Paid
Anne Scott	Townsend Litigation	2/20/2024	Shai Ozery	t/c with RNH, VS, and HH re hearing on APEX mot. and strategy moving forward.	0.2	\$ 450.00	\$ 90.00	1379	Paid
				Receive / review proposed order from VS and respond to email re same. Status call with AS re hearing yesterday and status of ruling / current strategy.	0.3	\$ 450.00	\$ 135.00	1379	Paid
Anne Scott	Townsend Litigation	2/21/2024	Shai Ozery	Prepare email to court and court reporter re cancellation of hearing for tomorrow.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	2/21/2024	Shai Ozery	Receive / respond to email from Court re confirmation of cancellation of hearing for tomorrow on AS APEX mot.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	2/21/2024	Shai Ozery	Receive / review proposed orders from HH/VS and OC final copies submitted.	0.2	\$ 450.00	\$ 90.00	1379	Paid
Anne Scott	Townsend Litigation	2/29/2024	Shai Ozery	Receive / respond to email from TB re status of apex defense.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	2/29/2024	Shai Ozery	Prepare email to VS re status of order on APEX mot.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	2/29/2024	Shai Ozery	Receive / respond to TB re filing APEX now v. later.	0.1	\$ 450.00	\$ 45.00	1379	Paid
Anne Scott	Townsend Litigation	3/1/2024	Shai Ozery	T/c re VS re order denying APEX mot. and status of case / conclusions therein.	0.2	\$ 450.00	\$ 90.00	1404	Paid
				Receive / review order denying Smith APEX mot., outline errors in ruling and conduct legal research / draft brief memo as to conclusions of law and argument in opposition in order to prepare for hearing on same.	2.1	\$ 450.00	\$ 945.00	1404	Paid
Anne Scott	Townsend Litigation	3/4/2024	Shai Ozery	Receive / review email from OC and prepare email re same to AS requesting authority to move forward.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/4/2024	Shai Ozery	Receive / review AS confirmation of authority and t/c lvm with counsel for Defendants.	0.1	\$ 450.00	\$ 45.00	1404	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	3/4/2024	Shai Ozery	T/c with counsel for PT re CMC today.	0.2	\$ 450.00	\$ 90.00	1404	Paid
Anne Scott	Townsend Litigation	3/4/2024	Shai Ozery	Draft email response to OC re hearing time/date for APEX motion.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/5/2024	Shai Ozery	Receive / review motion to set hearing by Pl's counsel.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/7/2024	Shai Ozery	Receive / respond to email from Court / OC re hearing tomorrow.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/7/2024	Shai Ozery	T/c with court reporting company re zoom hearing appearance tomorrow.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/7/2024	Shai Ozery	receive / respond to email from court re hearing time for tomorrow and submit same to court reporter.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/7/2024	Shai Ozery	telephone call with AS re hearing for tomorrow and case status.	0.3	\$ 450.00	\$ 135.00	1404	Paid
Anne Scott	Townsend Litigation	3/7/2024	Shai Ozery	t/c with VS re hearing tomorrow and strategy moving forward.	0.2	\$ 450.00	\$ 90.00	1404	Paid
Anne Scott	Townsend Litigation	3/7/2024	Shai Ozery	review materials and prepare outline of argument in support of APEX motion.	0.9	\$ 450.00	\$ 405.00	1404	Paid
Anne Scott	Townsend Litigation	3/8/2024	Shai Ozery	Prepare for and attend hearing on AS MPO/APEX Mot. - t/c with VS and prepare email re next steps and status to AS.	1.5	\$ 450.00	\$ 675.00	1404	Paid
Anne Scott	Townsend Litigation	3/8/2024	Shai Ozery	Conduct legal research as to petition for writ of cert and existing case law providing a template for such petition.	0.4	\$ 450.00	\$ 180.00	1404	Paid
Anne Scott	Townsend Litigation	3/8/2024	Shai Ozery	Receive / review of order denying APEX doctrine.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/15/2024	Shai Ozery	Receive / respond to VS re hearing transcript.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/18/2024	Shai Ozery	Confer with RNH re writ of cert and next steps on appeal.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/18/2024	Shai Ozery	Begin outlining issues for writ of cert and conduct legal research re same.	0.5	\$ 450.00	\$ 225.00	1404	Paid
Anne Scott	Townsend Litigation	3/21/2024	Shai Ozery	Receive / review case management order for discovery deadlines relevant to AS.	0.1	\$ 450.00	\$ 45.00	1404	Paid
Anne Scott	Townsend Litigation	3/22/2024	Shai Ozery	Begin drafting petition for writ of cert.	2.2	\$ 450.00	\$ 990.00	1404	Paid
Anne Scott	Townsend Litigation	3/22/2024	Howard Clark	Research Town Charter in order to assist SO in drafting the appeal	0.2	\$ 450.00	\$ 90.00	1404	Paid
Anne Scott	Townsend Litigation	3/25/2024	Shai Ozery	Continue drafting petition for writ of cert.	0.6	\$ 450.00	\$ 270.00	1404	Paid
Anne Scott	Townsend Litigation	3/26/2024	Shai Ozery	Draft petition for writ of cert.	3.5	\$ 450.00	\$ 1,575.00	1404	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	3/27/2024	Shai Ozery	Finish initial draft of petition for writ of cert and organize exhibits for appendix.	2.6	\$ 450.00	\$ 1,170.00	1404	Paid
Anne Scott	Townsend Litigation	3/28/2024	Jordan Snyder	Initial draft the Writ of Certiorari Appendix.	0.9	\$ 450.00	\$ 405.00	1404	Paid
Anne Scott	Townsend Litigation	3/28/2024	Jordan Snyder	Review of the drafted Petition for Writ of Certiorari in preparation to draft the table of contents, table of authorities, and Appendix.	0.6	\$ 450.00	\$ 270.00	1404	Paid
Anne Scott	Townsend Litigation	3/30/2024	Jordan Snyder	Initial compilation and draft of the table of authorities.	1.6	\$ 450.00	\$ 720.00	1404	Paid
Anne Scott	Townsend Litigation	4/1/2024	Shai Ozery	Review petition from co-counsel and arguments therein to determine if can bolster our petition, prepare status email to AS re deposition dates and respond to OC re same. Draft add'l argument for petition.	1.1	\$ 450.00	\$ 495.00	1404	Paid
Anne Scott	Townsend Litigation	4/1/2024	Shai Ozery	Edit initial draft and prepare petition for citations.	2.6	\$ 450.00	\$ 1,170.00	1423	Paid
Anne Scott	Townsend Litigation	4/2/2024	Robert Hartsell	Review, revise, and edit appeal/writ of certiorari against deposition of Anne Scott.	0.7	\$ 450.00	\$ 315.00	1423	Paid
Anne Scott	Townsend Litigation	4/3/2024	Shai Ozery	Incorporate all RNH edits and prepare for integration of citations from appendix. Prepare fee cover letter and status email with latest draft to AS.	2.3	\$ 450.00	\$ 1,035.00	1423	Paid
Anne Scott	Townsend Litigation	4/3/2024	Jordan Snyder	Discussion with Shai Ozery on additional documents to include into the Writ of Cert. Appendix and a timeline for finalizing.	0.2	\$ 450.00	\$ 90.00	1423	Paid
Anne Scott	Townsend Litigation	4/3/2024	Jordan Snyder	Finalizing the Index to Appendix.	2.7	\$ 450.00	\$ 1,215.00	1423	Paid
Anne Scott	Townsend Litigation	4/4/2024	Shai Ozery	Receive / review and edit index to Appx.	0.3	\$ 450.00	\$ 135.00	1423	Paid
Anne Scott	Townsend Litigation	4/4/2024	Shai Ozery	Review case released yesterday by the 4th DCA, incorporate into petition and review index for finalization.	0.9	\$ 450.00	\$ 405.00	1423	Paid
Anne Scott	Townsend Litigation	4/4/2024	Shai Ozery	Review Appx. and insert citations into Pet.	0.4	\$ 450.00	\$ 180.00	1423	Paid
Anne Scott	Townsend Litigation	4/4/2024	Jordan Snyder	Edits to the Index to Appendix pursuant to direction by Shai Ozery.	1.3	\$ 450.00	\$ 585.00	1423	Paid
Anne Scott	Townsend Litigation	4/5/2024	Shai Ozery	Finalize petition for writ of cert, incorporate all edits, citations from appx, and prepare with appx. for filing, file, serve, and submit via email to LT judge.	3	\$ 450.00	\$ 1,350.00	1423	Paid
Anne Scott	Townsend Litigation	4/5/2024	Shai Ozery	Prepare email to AS w. filed petition and correspond with VS re motion to consolidate or other notice re related cases.	0.1	\$ 450.00	\$ 45.00	1423	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	4/5/2024	Shai Ozery	Prepare notice of related case in order to consolidate petitions with Emmet Carter Smith's.	0.4	\$ 450.00	\$ 180.00	1423	Paid
Anne Scott	Townsend Litigation	4/5/2024	Jordan Snyder	Inclusion of Additional Documents to the Writ of Cert Appendix and Index.	0.3	\$ 450.00	\$ 135.00	1423	Paid
Anne Scott	Townsend Litigation	4/5/2024	Jordan Snyder	Research and review of the Florida Rules of Appellate Procedure for the filing requirements of a Writ of Certiorari for finalization of the petition.	0.4	\$ 450.00	\$ 180.00	1423	Paid
Anne Scott	Townsend Litigation	4/5/2024	Jordan Snyder	Converting the Index of Appendix to different font to be compatible with the Writ of Cert.	0.2	\$ 450.00	\$ 90.00	1423	Paid
Anne Scott	Townsend Litigation	4/5/2024	Jordan Snyder	Assist in inputting and reviewing the Table of Authority pages numbers into the Writ of Certiorari.	0.6	\$ 450.00	\$ 270.00	1423	Paid
Anne Scott	Townsend Litigation	4/8/2024	Shai Ozery	Receive / review notice of related case from co counsel and respond re timing of filing.	0.2	\$ 450.00	\$ 90.00	1423	Paid
Anne Scott	Townsend Litigation	4/9/2024	Shai Ozery	finalize, file, and serve notice of related case.	0.3	\$ 450.00	\$ 135.00	1423	Paid
Anne Scott	Townsend Litigation	4/24/2024	Howard Clark	Confer with SO RNH and JKS regarding status of the case and how it is being moved forward	0.1	\$ 450.00	\$ 45.00	1423	Paid
Anne Scott	Townsend Litigation	4/24/2024	Shai Ozery	Meet and confer with RNH re status of case, motion for stay, and petition for writ of cert / depo strategy.	0.2	\$ 450.00	\$ 90.00	1423	Paid
Anne Scott	Townsend Litigation	4/25/2024	Shai Ozery	T/c with co-counsel VS re joint motion for stay in the event 4th DCA does not issue an order to show cause.	0.2	\$ 450.00	\$ 90.00	1423	Paid
Anne Scott	Townsend Litigation	4/25/2024	Shai Ozery	Confer with RNH re strategy for 5/13 depo of AS and filing joint motion to stay.	0.1	\$ 450.00	\$ 45.00	1423	Paid
Anne Scott	Townsend Litigation	4/25/2024	Shai Ozery	Prepare email to AS re t/c for tomorrow to discuss petition, 5/13 depo, and DT.	0.1	\$ 450.00	\$ 45.00	1423	Paid
Anne Scott	Townsend Litigation	5/1/2024	Shai Ozery	receive / review joint motion for stay and respond to VS re approval of same.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/1/2024	Shai Ozery	Receive/ review/ respond to emails from GS and OC re scheduling hearing on Mot. to Stay.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/1/2024	Shai Ozery	Receive / review emails from the court setting hearing on 5/8 at 9am.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/1/2024	Shai Ozery	Prepare email to AS re hearing date and Mot. to Stay.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/2/2024	Shai Ozery	Receive / review response in opposition to Joint motion for stay in anticipation of hearing next week.	0.2	\$ 450.00	\$ 90.00	1432	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	5/2/2024	Shai Ozery	Receive/review of email and cover letter from OC to the court re hearing next week on motions to stay.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/7/2024	Shai Ozery	Receive / respond to email from VS re hearing tomorrow and requesting to appear via zoom.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/7/2024	Shai Ozery	Review case management deadlines and outline argument re lack of harm and novel issue in preparation of hearing tomorrow on Mot. to Stay.	0.4	\$ 450.00	\$ 180.00	1432	Paid
Anne Scott	Townsend Litigation	5/7/2024	Shai Ozery	Prepare request to attend via zoom to court for tomorrow's hearing on Joint Mot. to Stay.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/7/2024	Shai Ozery	T/c to co-counsel and AS re hearing tomorrow and status update to AS re duces tecum production.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/7/2024	Shai Ozery	Confer with VS / HH re hearing tomorrow and strategy in approaching same.	0.3	\$ 450.00	\$ 135.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Shai Ozery	Prepare for and attend hearing on Joint Motion to Stay.	1.1	\$ 450.00	\$ 495.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Shai Ozery	T/c with HH/VS, RNH, and AS debriefing from hearing and analyzing a motion to expedite in order to ensure ruling as soon as possible from 4th DCA.	0.5	\$ 450.00	\$ 225.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Shai Ozery	Perform legal research re motions to expedite in order to timely file same at the appellate court.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Howard Clark	4thDCA in Palm Beach to pick-up copies of Motion to Expedite.	1.4	\$ 450.00	\$ 630.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Shai Ozery	t/c with VS re modification of motion to file with 4th per rules of appellate procedure.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Shai Ozery	Receive / respond to email from OC re new depo dates and prepare email to AS re same.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/8/2024	Shai Ozery	Receive / respond to email from AS re depo availability.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/9/2024	Shai Ozery	Receive / review motion to stay to be filed at 4dca by Comm. Smith and respond to VS/HH re same. Receive / respond to AS re depo dates as well after receiving amended NOD.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/9/2024	Shai Ozery	Respond to email from VS re nature of motion to stay, transcript, and written order.	0.1	\$ 450.00	\$ 45.00	1432	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	5/10/2024	Shai Ozery	Receive / review of email from OC re proposed order and review order to ensure conforms to ruling from 5/8.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/10/2024	Shai Ozery	Receive / respond to email from VS re review of proposed order and motion to stay.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/10/2024	Shai Ozery	Draft motion to stay, file, and serve. Prepare email to AS re same, with copy of motion.	1.1	\$ 450.00	\$ 495.00	1432	Paid
Anne Scott	Townsend Litigation	5/13/2024	Shai Ozery	Receive / review of emails from co-counsel and AS re depo dates and motion for stay, respond to AS re same. Prepare email to OC re deposition on 6/6 or 6/10 in person.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/14/2024	Shai Ozery	Receive / prelim review of response in opposition to Motion to Stay at 4th DCA.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/14/2024	Shai Ozery	Receive / respond to email from VS re excerpt transcripts from Marshall Field deposition.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/14/2024	Shai Ozery	Receive / respond to email from VS re depo of Marshal Fields and conflict with TB.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/15/2024	Shai Ozery	t/c with AS re OC response in opposition to Mot. to Stay.	0.3	\$ 450.00	\$ 135.00	1432	Paid
Anne Scott	Townsend Litigation	5/15/2024	Shai Ozery	Receive / review proposed order on Mot to Stay submitted to the court by OC.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/17/2024	Shai Ozery	T/c with VS re debrief of depo of ECSmith and insights going forward.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/20/2024	Shai Ozery	Receive / review correspondence from VS to TB re capacity as counsel.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/21/2024	Shai Ozery	t/c with AS re status of case, ltr to TB, deposition of MF, and potential emergency motion.	0.4	\$ 450.00	\$ 180.00	1432	Paid
Anne Scott	Townsend Litigation	5/21/2024	Shai Ozery	Receive / review order from 4th DCA denying petition for writ of cert.	0.4	\$ 450.00	\$ 180.00	1432	Paid
Anne Scott	Townsend Litigation	5/21/2024	Shai Ozery	T/c with AS re denial of petition for writ of cert.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/21/2024	Shai Ozery	t/c with CS re denial of petition and requesting case documents.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/22/2024	Shai Ozery	Review transcript of MF's deposition and VS notes from deposition of ECS in order to assess OC's intent and strategy.	1.4	\$ 450.00	\$ 630.00	1432	Paid
Anne Scott	Townsend Litigation	5/22/2024	Shai Ozery	Receive / review email production from AS.	0.1	\$ 450.00	\$ 45.00	1432	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	5/22/2024	Shai Ozery	Confer with RNH re denial of petition, deposition prep, and status of DT production.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	5/23/2024	Shai Ozery	Receive / review transcript of deposition of Emmet Smith, and prepare email to AS with same.	0.7	\$ 450.00	\$ 315.00	1432	Paid
Anne Scott	Townsend Litigation	5/23/2024	Shai Ozery	Receive / review objections to subpoena DT from Adena Testa.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/29/2024	Shai Ozery	Review all emails produced and prepare email to AS re t/c tomorrow re production of documents in response to subpoena.	0.3	\$ 450.00	\$ 135.00	1432	Paid
Anne Scott	Townsend Litigation	5/30/2024	Shai Ozery	Review duces tecum, prepare production, and modify response/objection to DT, prepare for meeting with AS re production of documents.	0.7	\$ 450.00	\$ 315.00	1432	Paid
Anne Scott	Townsend Litigation	5/30/2024	Shai Ozery	t/c with AS re depo production in response to subpoena DT.	1.2	\$ 450.00	\$ 540.00	1432	Paid
Anne Scott	Townsend Litigation	5/30/2024	Shai Ozery	Prepare email to OC re depo via zoom or in person.	0.1	\$ 450.00	\$ 45.00	1432	Paid
Anne Scott	Townsend Litigation	5/31/2024	Shai Ozery	Receive / review emails from OC and notice of depo and prepare email to AS re same and change to 6/10 at 1pm, in person.	0.2	\$ 450.00	\$ 90.00	1432	Paid
Anne Scott	Townsend Litigation	6/4/2024	Shai Ozery	Prepare for and meet with AS re deposition next week, discuss areas of inquiry and what to expect.	2.4	\$ 450.00	\$ 1,080.00	1452	Paid
Anne Scott	Townsend Litigation	6/4/2024	Shai Ozery	Prepare email to AS with documents for review prior to production in response to SDT.	0.1	\$ 450.00	\$ 45.00	1452	Paid
Anne Scott	Townsend Litigation	6/6/2024	Shai Ozery	Confer with IT expert re production of emails and access to same in order to ensure production is appropriate, prepare all documents for filing/service on 6/7, and prepare email to AS with same for review prior to 6/7. Confer with RNH Re privilege objections.	1.4	\$ 450.00	\$ 630.00	1452	Paid
Anne Scott	Townsend Litigation	6/7/2024	Shai Ozery	File / serve production and response/obj. to subpoena.	0.1	\$ 450.00	\$ 45.00	1452	Paid
Anne Scott	Townsend Litigation	6/9/2024	Shai Ozery	Review subject meeting video in order to prepare for deposition of AS and develop brief cross questions.	1.4	\$ 450.00	\$ 630.00	1452	Paid
Anne Scott	Townsend Litigation	6/10/2024	Shai Ozery	Review materials in prep of deposition and outline brief cross exam questions if necessary.	0.4	\$ 450.00	\$ 180.00	1452	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	6/10/2024	Shai Ozery	Prepare, travel to, and attend deposition of AS at Loeb's office.	7.8	\$ 450.00	\$ 3,510.00	1452	Paid
Anne Scott	Townsend Litigation	6/12/2024	Shai Ozery	confer with HH/VS re debrief of depositions and anticipated next steps.	0.1	\$ 450.00	\$ 45.00	1452	Paid
Anne Scott	Townsend Litigation	7/5/2024	Shai Ozery	Prepare email to TownsendCounsel, update in litigation and status of transcript of AS Depo	0.1	\$ 450.00	\$ 45.00	1479	Paid
Anne Scott	Townsend Litigation	7/15/2024	Shai Ozery	Receipt and review of documents: Review RTP from Townsend attorney and review docket for updates / information related to AS. Review MSJ and evidence in support, prepare email and submit same to AS.	0.3	\$ 450.00	\$ 135.00	1479	Paid
Anne Scott	Townsend Litigation	7/17/2024	Shai Ozery	Receipt and review of email: Receive / respond to email from AS re basis for MSJ.	0.1	\$ 450.00	\$ 45.00	1479	Paid
Anne Scott	Townsend Litigation	7/26/2024	Shai Ozery	Receipt and review of documents: Receive / review objections to subpoena DT for depo to Adena Testa and draft email re same and general update to AS.	0.2	\$ 450.00	\$ 90.00	1479	Paid
Anne Scott	Townsend Litigation	7/31/2024	Shai Ozery	Receipt and review of documents: Receive / review MPO filed by Adena Testa and declaration in order to ascertain the status of the Townsend lawsuit for AS discussion.	0.3	\$ 450.00	\$ 135.00	1479	Paid
Anne Scott	Townsend Litigation	8/1/2024	Shai Ozery	Receipt and review of documents: Receive / review of 4th DCA opinion reversing denial of AT's intervention into EL mandamus suit in order to ascertain EL intentions and strategy across all related litigation, including Townsend matter.	0.1	\$ 450.00	\$ 45.00	1479	Paid
Anne Scott	Townsend Litigation	8/1/2024	Shai Ozery	Receipt and review of documents: Receive / review response to MSJ by Def. Townsend for position / dispute as to allegations and assertions related to AS.	0.2	\$ 450.00	\$ 90.00	1479	Paid
Anne Scott	Townsend Litigation	8/27/2024	Shai Ozery	Receipt and review of documents: Receive / review order granting leave to amend and deeming complaint amended, adding Town Commission as defendant.	0.1	\$ 450.00	\$ 45.00	1510	Paid
Anne Scott	Townsend Litigation	8/27/2024	Shai Ozery	Prepare email : Prepare status update email to Anne Scott re amended complaint adding town commission.	0.1	\$ 450.00	\$ 45.00	1510	Paid

**Commissioner Anne Scott
Townsend Litigation Expenses**



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
Anne Scott	Townsend Litigation	8/28/2024	Robert Hartsell	Email to Shai regarding reimbursement descriptions for the deposition and issues regarding attorney client privilege and work product.	0.1	\$ 450.00	\$ 45.00	1510	Paid
Anne Scott	Townsend Litigation	8/28/2024	Shai Ozery	Receipt and review of email: Receive / review emails from AS, confer with RH re summary of billing and prepare email response re possibility of MTS/MTD the amended complaint in the Townsend matter.	0.3	\$ 450.00	\$ 135.00	1510	Paid
Anne Scott	Townsend Litigation	8/30/2024	Robert Hartsell	Transfer law practice management data export and begin deciphering into user friendly summary of charges related to the EL case against PT and excluding non case related tasks. Redact any ACP.	1	\$ 450.00	\$ 450.00	1510	Paid
Anne Scott	Townsend Litigation	9/3/2024	Robert Hartsell	Review of billing removing all atty client privilege and non-Townsend related charges. Prepare excel spreadsheet regarding the same for reimbursements.	1.7	\$ 450.00	\$ 765.00	1510	Paid
Anne Scott	Townsend Litigation	9/4/2024	Shai Ozery	Receipt and review of documents: Receive / review email from AS and VS re 4th DCA reversal in related case.	0.1	\$ 450.00	\$ 45.00	1510	Paid
Anne Scott	Townsend Litigation	9/6/2024	Shai Ozery	Telephone Call: T/c with AS re Sept. 9th comments and potential for fee reimbursement.	0.6	\$ 450.00	\$ 270.00	1510	Paid
Anne Scott	Townsend Litigation	9/6/2024	Robert Hartsell	Review all billing related to defense against Plaintiffs' counsel's over broad discovery and litigation efforts and draft summary of fees along with basis for retaining our firm as outside counsel.	0.6	\$ 450.00	\$ 270.00	1510	Paid
Anne Scott	Townsend Litigation	9/12/2024	Shai Ozery	Receipt and review of documents: Receive / review proposed statement drafted by AS re meeting on 9/9 and provide feed back re legal analysis of same.	0.1	\$ 450.00	\$ 45.00	1510	Paid
Anne Scott	Townsend Litigation	10/1/2024	Shai Ozery	Receipt and review of email: Receive / review notice of appearance by TB for Town and prepare email to AS re town commission meeting.	0.1	\$ 450.00	\$ 45.00	1510	Paid

Commissioner Anne Scott
Townsend Litigation Expenses



Client	Matter Description	Date	User	Description	Qty	Price	Total	Inv. No.	Inv. Status
				Total Representation Regarding Townsend Litigation - Fees	109		\$ 49,005.00		
Anne Scott	Townsend Litigation	3/8/2024	Shai Ozery	Court Reporter Appearance Fee for APEX Mot.	1	\$ 95.00	\$ 95.00	1404	Paid
Anne Scott	Townsend Litigation	3/26/2024	Shai Ozery	Transcript fee for hearing on APEX motion.	1	\$ 163.85	\$ 163.85	1404	Paid
Anne Scott	Townsend Litigation	4/5/2024	Shai Ozery	Filing fee for petition for writ of cert.	1	\$ 305.00	\$ 305.00	1423	Paid
				Total Representation Regarding Townsend Litigation - Costs			\$ 563.85		
				Total Representation Regarding Townsend Litigation - Fees + Costs			\$ 49,568.85		

ORDINANCE NO. 387

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, TO INCLUDE A NEW ARTICLE VII ENTITLED "RIGHT TO INDEMNIFICATION"; CREATING A NEW SECTION 2-146 ENTITLED "INDEMNIFICATION"; CREATING A NEW SECTION 2-147 ENTITLED "PROVIDING INDEMNIFICATION NOT EXCLUSIVE RIGHT"; CREATING A NEW SECTION 2-148 ENTITLED "CRIMINAL CASES"; CREATING A NEW SECTION 2-149 ENTITLED "ETHICS VIOLATIONS, SUNSHINE LAW, PUBLIC RECORDS ACT" LAWS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town Commission) recognizes its responsibility to the elected and appointed officials serving the Town; and

WHEREAS, pursuant to Section 768.28, Florida Statutes, to afford the Town's elected and appointed officials, employees and those individuals appointed to the Town's committees and boards, sovereign immunity from injury or damage suffered as a result of any act, event or omission arising out of and in the scope of their respective offices authority and functions; and

WHEREAS, the Town Commission recognizes its responsibility to assure elected and appointed officials, employees and those individuals appointed to the Town's committees and boards of the Town of their rights to indemnification by the Town for acts taken by said officials while serving the Town and to provide a legal defense to said elected or appointed officials for such actions.

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. Chapter 2, Article VII, Sections 2-146-2-150 of the Code, entitled "Indemnification" is hereby created and shall read as follows:

"ARTICLE VII. RIGHT TO INDEMNIFICATION

Sec. 2-146. Indemnification.

(a) To the fullest extent permitted by law, the town shall indemnify any town elected or appointed official, any appointed member of a board or committee, or employee (hereinafter "Public Official") who has been made, or is threatened to be made, a party to any threatened, pending or completed civil action, lawsuit, administrative law action, or investigative proceeding (hereinafter "Proceeding"), provided the Public Official was or is acting in the Public Official's official capacity, or where a Proceeding was brought against the Public Official individually provided the Proceeding involves some action or activity within the scope of the Public Official's performance of his or her official public duties.

(b) A Public Official who is threatened with a Proceeding, or where a Proceeding has been brought against the Public Official, shall, as soon as practicable under the circumstances provide written notice of the Proceeding to the town manager and town attorney, whether the Proceeding is threatened or brought against the Public Official in an individual or official capacity. Upon receipt of the notice from the Public Official, and following the confirmation or denial of coverage, from the town's insurance provider, the town manager shall notify the Public Official whether or not the town, or its insurance provider, will assume the costs of the defense of the Proceeding, or whether the town's attorneys will represent the Public Official in the Proceeding. Upon the assumption of the defense of the Public Official by the town's attorneys, at the town's expense, and the Public Official's acceptance of the same, or by an attorney assigned by the town's insurance provider, the town shall not be responsible for the reimbursement or payment of the attorney fees incurred by such Public Official for an attorney that he or she has independently retained in connection with the Proceeding. The terms of this provision may apply to any Proceeding brought against more than one Public Official.

(c) Other than a Proceeding where an attorney has been assigned by the town's insurance provider to provide a defense for the Public Official, a Public Official may retain an attorney of his or her choice to defend himself or herself in a Proceeding in lieu of the town's attorneys providing representation for the individual Public Official. Subject to the approval of the Town Commission, the Public Official shall be entitled to the reimbursement of his or her expenses, attorneys' fees, judgments, and amounts paid in a settlement in connection with the Proceeding, provided the Town Commission approves the

reimbursement of the Public Official. The Town Commission must approve any settlement of a Proceeding. Where the Public Official elects to retain an attorney of his or her choice, but the town's insurance provider has made an attorney available to defend the Public Official, the town shall have no obligation to reimburse the Public Official's chosen attorney.

(d) A Public Official shall not be entitled to the reimbursement of the costs and attorney fees incurred in the defense of any Proceeding, where it is determined by the final decision maker in a Proceeding that the Public Official has (i) derived an improper personal benefit, either directly or indirectly; (ii) is liable for failure to exercise reasonable care, skill, diligence, caution, and/or prudence, whether under the prudent investor or prudent man standard or otherwise; (iii) acted outside the scope of the Public Official's authority or function; or (iv) acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

(e) The termination of any Proceeding by judgment, order, or settlement, shall not, of itself, create a presumption that the Public Official acted contrary to the standards in subsection (d), above unless in connection therewith the final decision maker shall have made a specific finding in a final order that such Public Official acted contrary to any of the standards in subsection (d), above.

(f) The Town shall have the right to recover any costs, expenses or attorneys' fees paid on behalf of any Public Official who is found to have acted contrary to any of the standards set forth in subsection (d), above.

(g) The Town's liability for expenses, including court costs, attorneys' fees, judgments and amounts paid in settlement of a claim by one person shall not exceed \$200,000, or \$300,000 for any claim or a judgment when totaled with all other claims or judgements arising out of the same incident or occurrence.

Sec. 2-147. Indemnification Not Exclusive Right.

The right of indemnification provided in this ordinance shall not be exclusive of any other rights to which an Indemnatee may otherwise be entitled, and the provisions of this ordinance shall inure to the benefit of the heirs and personal representatives of any Public Official under this ordinance and shall be applicable to Proceedings commenced or continuing after the adoption of this ordinance, whether arising from acts, events, or omissions occurring before or after such adoption.

Sec. 2-148. Criminal Cases.

If any Public Official is threatened with or named in any criminal action based upon or arising out of the performance of his/her duties for or on behalf of the Town, such person shall be responsible for his/her own defense; provided, however, if such person is found not guilty in such criminal action, all reasonable expenses (including court costs and

attorneys' fees) incurred by or on behalf of such person in such criminal action shall thereupon be reimbursed by the Town.

Sec. 2-149. Ethics Violations/Sunshine Law/Public Records Act

The right to indemnification and legal representation described herein shall apply to or be made available to Public Officials in regard to alleged ethics violations under the laws of the state of Florida, or to alleged violations of the Sunshine Law; or Public Records Act provided, however, if a Public Official who is alleged to be in violation of the statutes governing ethics, Sunshine Law or the Public Records Act is found to be in violation of said law, then the Public Official shall reimburse to the town all costs and attorneys' fees incurred by the town on behalf of the defense of such Public Official.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. 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 5. Codification.

This Ordinance shall 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 take effect immediately upon its passage and approval, as provided by law.

**PASSED UPON FIRST READING ON THE 13th DAY OF JUNE 2023. PASSED AND
ADOPTED UPON SECOND READING ON THE 21st DAY OF AUGUST 2023.**

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

CC: Kimberly Kogos, Town Clerk

From: Catherine Harding, Building Department Director

RE: Private Road Construction

Date: 8/27/2025

Background:

The Building Department investigated work being performed at Harbor Way, a private road. Big D Pavers was in the process of milling and re-paving the road without a permit. The job was stopped, and they have been ordered to obtain a permit. No work will continue until they are granted a permit. The Department's Code Compliance Officer, John, is monitoring the situation. The Town has no criteria for private road construction.

Recommendation

Staff recommends that the Town develop specifications for the construction and repair of private roads within the Town. A permit is required, and an Ordinance would provide for a survey and specifications to be submitted with the permit application.

Memorandum



To: Mayor and Commission

From: Catherine Harding, Building, Planning and Zoning Director

Date: September 2, 2025

Re: Building Department Report, July and August 2025

This report covers July 11, 2025, through August 31, 2025. There were 43 Building Permits Issued with a construction value of \$14,464,001. with \$222,402. in permit fees collected. Our Building Inspectors made 450 inspections of those 1 C.O. was issued.

Code Compliance responded to 26 complaints. They consisted of 4 construction site maintenance, 2 work without a permit, 1 illegal equipment, 2 landscape maintenance, 8 vehicles in the right of way, 7 violations of the LDR's, 1 illegal sign, 1 illegal lights.

We have hired a new Code Compliance Officer, John Jenkins, who will be working in our office and on site to help regulate construction activities and enforce Short Term Vacation Rental violations.

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. The Future Land Use Maps were submitted for review. The Density Study is complete and will be presented to the Commission and the Local Planning Agency.

There was no Board of Adjustment Meeting. The Impact Review Committee held a meeting on August 7th with 3 applications. 143 Gomez Road was approved for a main residence, pool and a two-car garage; 286 South Beach Road was approved for a pool, pool house and cabana; and 11 Isle Ridge was approved for a new entrance feature.

We have received and are processing a subdivision application for 404 South Beach Road to create 2 lots, a western, 3.39034-acre lot on the Intracoastal and an eastern, 1.04676-acre lot on the Ocean. A \$4,000. fee has been paid.

We continuously meet with owners and their representatives to discuss plans for construction during the month to determine their next steps towards development. We have updated our Development Applications with Ordinance changes and information.

Our office is open to suggestions and appreciates the cooperation of the public.



Jupiter Island Public Safety Department
July 2025
Activity Report



Monthly Activity

	July 2024	July 2025	YTD - 2024	YTD - 2025
<i>Calls for Service</i>	131	122	1,007	994
<i>Arrests</i>	1	0	9	14

Traffic & Marine Activity

	July 2024	July 2025	YTD - 2024	YTD - 2025
<i>Traffic Stops</i>	65	100	476	735
<i>Vehicle Citations</i>	19	9	84	93
<i>Parking Citations</i>	3	6	62	78
<i>Vehicle Crashes</i>	3	1	10	22
<i>Marine Unit Activity</i>	101	14	185	285

Major Crimes

<i>Crime Type</i>	July 2024	July 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
Total	0	0	5	1

Other Crimes

<i>Type</i>	July 2024	July 2025	YTD - 2024	YTD - 2025
<i>Fraud</i>	0	0	0	2
<i>Drug Violations</i>	0	0	1	4
<i>Trespassing</i>	0	0	0	1
<i>Vandalism</i>	0	0	0	0
<i>Disorderly Conduct</i>	0	0	1	0
<i>Lewd & Lascivious</i>	0	0	0	0
Total	0	0	2	7



Jupiter Island Public Safety Department
July 2025
Activity Report



Code Compliance

Violation Type	July 2024	July 2025	YTD - 2024	YTD - 2025
<i>Parking in Right of Way</i>	13	28	102	142
<i>No Flag Persons Present</i>	2	9	23	19
<i>Working Outside Hours</i>	0	1	3	8
<i>Work with No Permit</i>	0	1	0	1
<i>All Other Violations</i>	1	3	18	16
Total Violations	16	42	146	186

ALS Fire Rescue Responses

Medical calls this month	6	Avg. response time	2.8 minutes
Fire calls this month	3	Avg. response time	1.8 minutes

Criminal Activity

Traffic Arrest / July 22, 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 Expired more than 6 months. The vehicle was turned over to a licensed driver.

Hobe Sound Beach Statistics

	Current Month	YTD - 2025
Calls for Service- Day	8	43
Calls for Service- Night	4	16
Patrols	88	618
Traffic Stops	14	71

Hobe Sound Beach Activity

Medical Calls

July 2 Year to Date 5



***Jupiter Island Public Safety Department
July 2025
Activity Report***



DAYTIME 7am-7pm

TOV / July 6, 2025, 8:24 am; Public Safety Officers observed a camper truck parked at the public beach. The owner was located and advised of the Town Ordinance prohibiting overnight camping.

Parking Problem / July 6, 2025, 11:20 am; Public Safety responded to the public beach for a report of a parking problem. The vehicle was located and a parking citation issued.

Suspicious Person / July 8, 2025, 12:19 pm; Public Safety received a report of a suspicious person at the public beach. The area was checked and no one was located.

Suspicious Incident / July 8, 2025, 12:33 pm; Public Safety Dispatch received a call of someone yelling "Call Police" around the Public Beach parking lot. The caller advised the subjects were leaving the area and provided a description of the car. A traffic stop was conducted, and it was determined to be a group of juveniles joking around with each other and there was no problem. They were given a verbal warning.

Sick-Man Down / July 16, 2025, 4:22 pm; Public Safety responded to the public beach for a report of a man passed out around the pavilion. The subject was found to be sleeping and not in distress. He declined medical attention.

Parking Problem / July 19, 2025, 12:34 pm; Public Safety responded to the public beach for a report of a parking problem. The vehicle was located and a parking citation issued.

Suspicious Vehicle / July 19, 2025, 4:32 pm; Public Safety Dispatch received a report of a vehicle in the parking lot with the door open and no one around the vehicle. Video surveillance revealed four subjects exited the vehicle and walked towards the beach. Public Safety Officers attempted to locate the individuals with no success. The door was closed, and a case card was left with the vehicle. The vehicle was monitored by video until it left the area with no reported incidents.

Sick-Man Down / July 27, 2025, 2:41 pm; Public Safety responded to the public beach for a report of an elderly male suffering from heat related problems. The patient was found to be conscious and breathing and was transported to Martin South by MC Fire Rescue.

NIGHTTIME 7pm-7am

Traffic Crash / July 1, 2025, 8:50 pm; Public Safety Officers responded to the public beach for a report of a minor parking lot crash. Both parties declined a report.

Juvenile Problem / July 6, 2025, 7:00 pm; Public Safety received a report of a group of juveniles



***Jupiter Island Public Safety Department
July 2025
Activity Report***



setting off fireworks at the public beach. All of the juveniles were located and issued a verbal warning and advised to leave the area.

Parking Problem / July 26, 2025, 10:42 pm; Public Safety Officers observed a vehicle parked in the middle of the aisle with the driver's door open. The driver was located and indicated she had gotten out to look at crabs. She was advised to move her vehicle into a parking space and given a verbal warning for improper parking.

Suspicious Person / July 6, 2025, 8:08 pm; Public Safety Dispatch received a call of a subject at the public beach washing and hanging his clothes at the public showers. The caller indicated the subject was being mean and rude to others at the beach trying to use the showers. Officers located the subject and ordered him to collect his belongings and leave the area. The subject complied without incident.



Jupiter Island Public Safety Department
August 2025
Activity Report



Monthly Activity

	August 2024	August 2025	YTD - 2024	YTD - 2025
<i>Calls for Service</i>	117	147	1,125	1,141
<i>Arrests</i>	1	1	10	15

Traffic & Marine Activity

	August 2024	August 2025	YTD - 2024	YTD - 2025
<i>Traffic Stops</i>	61	60	537	795
<i>Vehicle Citations</i>	11	5	95	98
<i>Parking Citations</i>	3	3	65	81
<i>Vehicle Crashes</i>	1	0	11	22
<i>Marine Unit Activity</i>	64	26	249	311

Major Crimes

<i>Crime Type</i>	August 2024	August 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
Total	0	0	5	1

Other Crimes

<i>Type</i>	August 2024	August 2025	YTD - 2024	YTD - 2025
<i>Fraud</i>	1	0	1	2
<i>Drug Violations</i>	0	0	1	4
<i>Trespassing</i>	0	0	0	1
<i>Vandalism</i>	0	0	0	0
<i>Disorderly Conduct</i>	0	0	1	0
<i>Lewd & Lascivious</i>	0	0	0	0
Total	1	0	3	7



Jupiter Island Public Safety Department
August 2025
Activity Report



Code Compliance

Violation Type	August 2024	August 2025	YTD - 2024	YTD - 2025
<i>Parking in Right of Way</i>	4	11	106	153
<i>No Flag Persons Present</i>	1	4	24	23
<i>Working Outside Hours</i>	1	5	4	13
<i>Work with No Permit</i>	0	0	0	1
<i>All Other Violations</i>	0	4	18	20
Total Violations	6	24	152	210

ALS Fire Rescue Responses

Medical calls this month	10	Avg. response time	2.2 minutes
Fire calls this month	12	Avg. response time	2.8 minutes

Criminal Activity

Traffic Arrest / August 15, 2025; while conducting a lawful traffic stop, the operator of the vehicle was arrested and transported to the MC Jail for Driving with No Driver's License/Never Issued. The operator had been issued four previous citations for the same offense in the past two years. The vehicle was secured at the driver's place of employment and the tag seized.

Suspicious Vehicle- Warrant Arrest / August 20, 2025; officers checked out with a suspicious vehicle parked at the public beach with two occupants inside. One of the occupants had an open warrant out of Martin County for Contempt of Court and was a documented gang member.

Hobe Sound Beach Statistics

	Current Month	YTD - 2025
Calls for Service- Day	7	50
Calls for Service- Night	4	20
Patrols	81	699
Traffic Stops	5	76



***Jupiter Island Public Safety Department
August 2025
Activity Report***



Hobe Sound Beach Activity

Medical Calls

August 3 Year to Date 8

DAYTIME 7am-7pm

Animal Incident / August 2, 2025, 3:13 pm; Officers responded to the public beach in reference to a loose dog. The dog was returned to its owner.

Animal Incident / August 10, 2025, 3:10 pm; Officers responded to the area of the public beach in response to a report of a dog bite. Upon arrival they met with the victim who advised their dog was attacked by another dog, that had escaped its owner, while walking their dog on leash. The victim received a minor abrasion while trying to separate the dogs and was treated at the scene. There were no injuries to either animal and Martin County Animal Control was notified.

Sick Person / August 18, 2025, 1:58 pm; Public Safety responded to the public beach for a report of a sick person at the pavilion. The subject was treated by MCFR and transported to Martin South.

Sick Person / August 23, 2025, 8:58 am; Public Safety responded to the public beach for a report of a person with difficulty breathing. The subject was treated by MCFR and transported to Martin South

Police Service Call / August 23, 2025, 9:13 am; Officers responded to the public beach in reference to sea turtle eggs being found on a bench at the pavilion. The turtle biologists were notified and responded to recover the eggs.

Sick/Injured Person / August 23, 2025, 1:06 pm; Public Safety responded to the public beach for a report of a traumatic injury. The subject was treated by MCFR and transported to Jupiter Medical.

Police Service Call / August 24, 2025, 3:11 pm; Officers responded to the public beach in reference to a report of a possible intoxicated driver. The vehicle was gone upon arrival and MC Sheriff's Office was notified to be on the look out for the vehicle.

NIGHTTIME 7pm-7am

Parking Problems / August 10, 2025, 6:23 am; Public Safety Officers responded to the public beach for a report of parking problems. It was determined that it was an organized High School Senior sunrise event scheduled for the first day of school. The town had not been made aware prior to the event.



***Jupiter Island Public Safety Department
August 2025
Activity Report***



Suspicious Vehicle-Warrant Arrest / August 20, 2025, 11:51 pm; See Criminal Activity Report.

Suspicious Person / August 21, 2025, 2:30 am; Public Safety officers checked out with a female at the public beach. The female advised she had walked to the public beach and was waiting for a ride and trying to find a place to stay for the night.

Police Service Call / August 22, 2025, 12:54 am; Officers checked out with an elderly male that had been driving around for a while and appeared to be suffering from Alzheimer's. Contact was made with a nearby family member, and it was determined that the subject had not been reported as missing. The subject was turned over to a family member upon their arrival.

Upcoming Town Meetings and Events
2025

Date	Day	Time	Event/Meeting	Location
September 1	Monday	All Day	Holiday - Labor Day - Town Offices Closed	
September 11	Thursday	9am	Impact Review Committee	Island Room (If Required)
September 11	Thursday	9am	Pension Board and Town/SMRU DCP Committee	Conference Room
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
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	

September 1, 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