

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
THURSDAY, NOVEMBER 20, 2025, 9:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD**

PLEDGE OF ALLEGIANCE

CALL TO ORDER

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

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

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.)

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 October 29, 2025, Town Commission Meeting

Category B- Other Informational Materials (No Action Required)

- a. Minutes of September 11, 2025, Impact Review Committee Meeting
- b. Minutes of June 26, 2025, Board of Adjustment Meeting

PRIORITY MATTERS AND PRESENTATIONS

- 2. **Staff Introductions**
- 3. **Comprehensive Plan Review — Kimley Horn**
- 4. **Public Safety Drone Demonstration***

COMMISSION ACTION ITEMS

5. Winter Waiver Requests
 - a. 214 SB Road
 - b. 310 SB Road
6. Ordinance No. 408 - Amending Town Code regarding Criteria for Variances - 2nd Reading
7. Ordinance No. 413 — Designating Administrative Official to Approve Plats and Replats — 2nd Reading
8. Ordinance No. 414 - Electric Bicycles - 1st Reading
9. Ordinance No. 415 - Amending Ordinance No. 118 re Lethal Yellowing - 1st Reading
 - a. Lethal Yellowing/Bronzing Update
 - b. Ordinance No. 415
10. Lethal Yellowing Treatment Spending Authorization
11. FDLE Grant Agreement

ADDITIONAL COMMISSION MATTERS

12. Short-Term Rental - Ordinance and Application Review
13. Beautification Committee Appointments*
14. Private Road Construction and Maintenance Standards Discussion

STANDING REPORTS

15. Town Manager's Report
 - a. RFP 2026-02 Legal Services Update
 - b. Legislative Update*
 - c. Other Items*
16. Town Attorney Report*
17. Financial Department Report
18. Building Department Report
 - a. Development Review Board Meeting Update
 - b. Building Department and Code Enforcement Reports

19. Public Works Department Report*
 - a. Isle Ridge Update*
 - b. 200-Block Water Main Break Update*
 - c. Ficus Alée Update*
20. Public Safety
 - a. Activity Report

OTHER ITEMS

21. Meeting Dates

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
November 24, 2025 – Town Commission Special Meeting – 9am (Attorney Client Meeting)
December 12, 2025 – Town Commission Special Meeting – 9am (Ranking of RFP Bid Submittals)
December 16, 2025 – Town Coffee with Commissioner Field – 9am
December 16, 2025 – Beach Protection – 10am
December 16, 2025 – Town Commission Special Meeting – 11am (RFP Interviews)
December 17, 2025 – Town Commission Meeting – 9am
December 17, 2025 – Annual Town Staff and Board/Committee Member Appreciation Luncheon – 12pm
January 20, 2026 – Town Coffee with Commissioner Taddeo – 9am
January 20, 2026 – SMRU and Beach District Meeting – 10am
January 21, 2026 – Town Commission Meeting – 9am

22. 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, Brett Lashley
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.

**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
WEDNESDAY, OCTOBER 29, 2025**

TIME: Wednesday, October 29, 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, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, Town Attorney Thomas Baird and IT Director Bill Sutton.

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

Mayor Townsend called the meeting to order and read the Town Vision Statement.

AGENDA APPROVAL AND COMMENTS*

A. Mayor/Commissioner Comments

a. Town Coffee Update

Commissioner Warner reviewed the Town Coffee meeting discussion including: food collection program, e-bikes, beach erosion, comprehensive plan review, property tax reform, etc.

b. Commissioner Comments

Commissioner Field announced his absence in November and requested remote participation. The Commission agreed.

c. Agenda Approval

Amend speakers to include

MOTION: *Vice Mayor Scott/Commissioner Taddeo moved to amend the agenda order of the speakers.*

ACTION: *Motion Passed 5-0.*

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

MOTION: *Commissioner Taddeo/Commissioner 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 September 16, 2025, Town Commission Meeting
- b. Minutes of September 16, 2025, 1st Budget Hearing – General Fund
- c. Minutes of September 19, 2025, 2nd Budget Hearing — General Fund
- d. Disposal of Property

Category B- Other Informational Materials (No Action Required)

- a. Minutes of August 7, 2025, Impact Review Committee Meeting

PRIORITY MATTERS AND PRESENTATIONS

2. Guest Speakers

- a. Supervisor of Elections — Vicki Davis*

Vice Mayor Scott introduced Martin County Supervisor of Election Vicki Davis. Supervisor Davis introduced her staff, Keri Anderson Chief Deputy, and Vera Howe interning in the office working on her capstone project. Supervisor Davis provided background information celebrating 100 years of Democracy in Martin County. Ms. Anderson provided information regarding the campaign to educate voters, focusing on the youth and future voters, use of electronic message boards, and the "Adopt a Precinct" program. She reviewed the "Notice of Elections" dates and deadlines. Ms. Howe explained the tour program that she has initiated. Supervisor Davis summarized the presentation and highlighted that drivers licenses will have a new number (per state mandate) and encouraged voters to call the office and

update their drivers license number as the license is renewed.

Town Manager Garlo asked about law enforcement officers in the polling area on voting day. She confirmed that law enforcement is allowed to enter with their carry to vote but should not be within 150' of the polling area during the voting day.

b. Lethal Yellowing/Lethal Bronzing – Dr. Brian Bahder

1. Dr. Bahder Presentation*

This item was heard after item # 3.

Town Manager Garlo explained Ordinance #118 and some inconsistencies, including incarceration in the local jail

Director Duchock introduced Dr. Brian Bahder and provided criteria. Dr. Bahder stated that lethal yellowing has almost all but disappeared while lethal bronzing is still a problem. He provided historical information of both diseases and displayed photographs of both diseases in action. He noted that the primary host for lethal bronzing is cabbage palms and phoenix/date palms (21 total palm species are affected, along with sod, especially St. Augustine) and is widespread with great economic impact. He highlighted that the infection is always lethal.

Mayor Townsend was excused at 10:15am and passed the gavel to Vice Mayor Scott.

Dr. Bahder provided potential mitigation methods that affect the insect before the disease is injected and spread within the palm trees. He noted that the insect is primarily found in moist areas and around leaky sprinkler heads. He added that late summer is the best time to inoculate against lethal bronzing. He commented that the area is generally protected by natural areas that are not conducive to the insect, rather they prefer grassy areas with high numbers of palm trees.

Commissioner Taddeo asked what Dr. Bahder would recommend for the Town. Dr. Bahder stated the most important is to know the infection level of the surrounding area, and understand the vector population in the community. He recommended using sticky traps to survey and monitor the vector population as an initial step.

Vice Mayor Scott summarized by stating that they are now aware of a potential problem and suggested Dr. Bahder working with staff to identify any risk and potentially eliminate any new plantings of cabbage and phoenix/date palms. The Commission asked staff to bring a draft ordinance for 1st reading.

Commissioner Field suggested staff work with Dr. Bahder for an ongoing solution for lethal yellowing and lethal bronzing, along with Ordinance 118.

2. ORD 118 Consideration

Town Manager spoke regarding Ordinance 118 and noted that this ordinance needs to be rescinded.

Town Manager Garlo reiterated...3x per year of inoculations on private property.

Commission consensus for the Town Manager/staff to work with Dr. Bahder to create an ongoing plan.

3. Comprehensive Plan Survey Questions and Timeline Review – Kimley Horn

This item was heard before item #2b.

Director Duchock introduced Ms. Ali Palmer of Kimley Horn to review the draft comprehensive plan along with the sample survey questions requested by the Commission.

Ms. Palmer reviewed the timeline with the goal to confirm specific dates. Mayor Townsend stated that she, staff and the Commission had read the draft plan and noted that comments have not been included at this time. She explained that the timeline will not be workable as the draft is not acceptable at this time. She expressed her disappointment of the first draft stating that it seems the draft plan is geared toward a town that approves of high rises, not customized for Jupiter Island. Commissioner Field agreed stating that the draft reads as a boiler plate plan used for multiple communities, not toward the Town individually. The Commission jointly agreed that the consulting firm does not seem to understand the Town's vision and concerns. Commissioner Field requested a redraft for the November meeting and suggested a new firm and starting over if the redraft does not meet expectations. It was agreed that the survey questions are not representative of the Town either. Commissioner Field summarized that the town is interested in preserving what the Town has, not in expanding and growing. Town Manager Garlo expressed concerns regarding increased pressures including growth, traffic, development, etc. and the comprehensive plan should address those concerns by incorporating protections against those pressures. The Commission collectively agreed that the current Comprehensive Plan should be used as the template and edited to incorporate the protections discussed.

Ms. Palmer apologized to the Commission and stated that her firm will work with staff to move forward and bring a new draft next month.

Town Manager Garlo confirmed that the timeline is not workable and the LPA meeting is not ready to be scheduled at this time.

Public Comment:

There was none at this time.

COMMISSION ACTION ITEMS

4. Resolution No. 945 – Amending Building Department Fee Schedule

Recess at 10:50am for a short break.

Reconvene at 11:00am

Director Harding explained Resolution No. 945 and noted the two changes in the fee schedule including...

MOTION: *Commissioner Warner/Commissioner Taddeo moved to approve Resolution No. 945 as presented.*

ACTION: *Motion Passed 3-0; Commissioner Field and Mayor Townsend were absent and did not vote.*

5. Resolution No. 946 — Approving Amendment to Retirement Plans

Director Pazanski explained Resolution No. 946 and the amendments to the retirement plans that

Include overtime pay
change retirement age from 65 to 62

Cost of OT change for 60 employees is approximately \$14,500, or around \$200 per employee.

MOTION: *Commissioner Taddeo/Commissioner Field moved to Approve Resolution No. 946 as presented.*

ACTION: *Motion Passed 4-0; Mayor Townsend absent for vote.*

6. Spending Authorizations

- a. Public Safety Vehicles (3)

Chief Ewing explained the request

Mayor Townsend returned to the meeting at 11:07am.

MOTION: *Vice Mayor Scott/Commissioner Warner moved to approve spending authorization for three (3) Public Safety vehicles in the amount of \$189,489.30.*

ACTION: *Motion Passed 5-0.*

- b. Public Works Frontend Loader

Director Duchock explained the request for spending authorization

MOTION: *Vice Mayor Scott/Commissioner Taddeo moved to approve spending authorization of \$121,252.00 for a Public Works frontend loader.*

ACTION: *Motion Passed 5-0.*

- c. Public Works Three-Quarter-Ton Pick Up Truck

Director Duchock explained the spending request

Commissioner Field asked about disposal of attachments and heavy equipment parts.

Commissioner Field suggested mainstreaming brand and review the acquisition process for value add

MOTION: *Vice Mayor Scott/Commissioner Taddeo moved to approve spending authorization in the amount of \$44,813.00 for a three-quarter-ton Pick-up Truck.*

ACTION: *Motion Passed 5-0.*

- d. Public Works — Coastal Waste, Inc.

Director Duchock explained the spending request pertaining to brush disposal services.

MOTION: *Vice Mayor Scott/Commissioner Field moved to approve spending up to \$50,000 for Coastal Waste, Inc.*

ACTION: *Motion Passed 5-0.*

- e. AGW Capital Advisors

Town Manager Garlo stated that he suggested a RFP but explained that the past chair of the pension board suggested remaining with AGW as they conduct 1-on-1 meetings with staff and felt the relationships has great value.

Director Pazanski explained...

MOTION: *Vice Mayor Scott/Commissioner Taddeo moved to approve continued engagement of AGW Capital Advisors in the amount of \$77,000.*

ACTION: *Motion Passed 5-0.*

7. Ordinance No. 408 – Amending Town Code regarding Criteria for Variances – 1st Reading

Attorney Baird read Ordinance No. 408 by title.

Mayor Townsend stated that this ordinance has been before the commission multiple times; this ordinance was requested by the commission.

Commissioner Scott expressed concern that the ordinance should be 10 separate ordinances for 10 different areas of regulation. Mayor Townsend stated that the individual areas of regulation were discussed at prior commission meetings.

Commissioner Field suggested approving today and taking up areas of adjustment later.

3.07d - phrase unless approved by BOA should be Dev Rev Board
pg 10 section 2b - size - F - Town Commission may approve.... but under B - the sign area is authorized by DRB...which is the authorized party? Attorney Baird stated he would make it consistent.

VM Scott stated that the DRB should make specific findings, not assumed that they have made specific findings.

MOTION: *Commissioner Field/Commissioner Taddeo moved to approve Ordinance No. 408 on 1st reading with edits*

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

8. Ordinance No. 413 – Designating an Administrative Official to Approve Plats and Replats – 1st Reading

Town Manager Garlo explained this ordinance was brought forward based on state mandate. It also included the fact that the Town Manager brings forth all administrative approvals. He noted that 404 SB was approved. He explained that the state mandate was approved via resolution and is now bringing an ordinance for codification purposes. Mayor Townsend summarized...

Attorney Baird read Ordinance No. 413 by title only.

MOTION: *Commissioner Field/Commissioner Taddeo moved to approve Ordinance no. 413 on 1st reading as presented.*

ACTION: *Motion Passed 5-0.*

ADDITIONAL COMMISSION MATTERS

9. Remote Participation Update

Town Manager Garlo explained that the Commission had discussed this topic many times. He explained that the new platform will provide a chat box for public comment during the meeting. Director Sutton provided a demonstration of the new platform for the commission. Commissioner Field expressed concern regarding potential delays. It was suggested to include instructions to add a disclaimer regarding such. Town Manager Garlo confirmed an educational campaign will occur as well for residents.

The commission agreed this is a positive step forward.

10. Private Road Construction and Maintenance Standards Discussion*

Director Harding stated that private road construction maintenance standards...

Mayor Townsend referred to shared driveways. Director Harding stated that shared driveways are not considered private roads.

avoiding shortcuts in private situations. Who is accountable for this standard...example Riverview Road owned by the club, and the club would be responsible for maintaining/ reconstructing in accordance with the standards.

Recommendation to incorporate into LDR as Ordinance...adopting MC road standards for private roads but not driveways. Bring back an ordinance in November .

11. Elected Official Legal Fees

Vice Mayor Scott recused herself.

Town Manager Garlo explained that the commission requested an affidavit from Vice Mayor Scott's attorney for the submitted invoices. Mayor Townsend referred to the invoices as referenced to an apex motion, but also stated that the Town needs to stand behind their volunteers.

MOTION: *Commissioner Field/Commissioner Warner moved to approve reimbursement as presented.*

ACTION: Motion Passed 4-0

Vice Mayor Scott returned to the dais.

The Commission recessed at this time for an Attorney-Client meeting. 11:55am

The Commission reconvened at 1:34pm

STANDING REPORTS

12. Town Manager's Report*

a. State Legislative Items — Kelly Layman

Mayor Townsend provided comments regarding the Apollo School and suggested a proclamation recognizing the Apollo School and 100 years, that is located in Zeus Park.

Town Manager Garlo stated he will work with Kelly and invite Kathy Spurgeon.

Town Consultant Kelly Layman provided a Year-to-Date review of the legislative session as well as a look forward to the 2026 session, January 13-March 13, 2026. She explained that a Select Committee on Property Tax Reform (PTR) was created in May 2025. She reviewed current 2026 legislative proposals released on October 16, 2025. She explained working closely with the Florida League of Cities on these matters and provided a millage rate breakdown for FY 2024, provided by the Florida League of Cities.

Commissioner Field asked how to reach out to the constituency regarding this matter. Ms. Layman suggested informing residents that the commission is following very closely. Town Manager Garlo added that the annual contract with the county EMS saves the Town \$9M (??) each year.

1. Martin County Legislative Delegation Report*

2. Correspondence with Florida League of Cities

3. Property Tax Reform

b. Other Items*

Town Manager Garlo stated that regarding the Town Attorney's resignation, he is asking for guidance pertaining to the RFP for legal services as well as a timeline. He explained two scenarios for a timeline, either a compressed calendar (making a decision by December 17) or a longer timeframe

Mayor Townsend asked about availability for December for a special meeting. Agreed to Friday, December 12, 9am, for a special meeting to short list and interview on December 16.

13. Town Attorney Report*

Attorney Client session in slant hanson case at a special call commission meeting on November 24, at 9am.

14. Finance Department Report

Director Pazanski reviewed the monthly financial report. He explained total revenues at \$15,523,869 and expenditures at \$13,443,903.

He added that based on SMRU and the bond issues, the Town has started working with Bond Counsel and will bring more information.

15. Building Department Report

Director Harding reviewed the building department reports including 33 building permits issued and 476 inspections and issued 2 C.O.s. She explained 64 code violations and provided the breakdown. Discussion ensued regarding short-term rental matters and the Commission expressed interest in making the short-term rental regulations as strict as possible.

a. Development Review Board Workshop and Meeting Update

created the DRB- training workshop will be tomorrow with a resource booklet
Commission requested a copy of the manual giving to the board.
Commissioner Field encouraged Director Harding to clarify the hardship variance criteria to the new board members.
Commissioner Warner suggested a clearer board name.

b. Building Department and Code Enforcement Reports

16. Public Safety Department Report

a. Electric Bicycles (E-Bikes) – Ordinance Suggestions and Discussion

Chief Ewing provided draft language for an ordinance to regulate electronic bicycles on the island.

- Define e-bike
- Identify the electric devices that are not permitted.
- Age restriction of 16 years or older with valid governmental issued photo identification while operating within the Town
- Equipment ad modifications including lights and speed or power output
- ADA compliant mobility devices exempt
- removal of outdated equipment requirements, including florescent flag and mast

The Commission agreed for Chief Ewing to bring forward a code text amendment to the existing ordinance.

b. Activity Report

2nd month with no major crimes. He provided an update of the activity report.

Commissioner Field asked about night vision cameras and drones. Discussion ensued.

Chief Ewing noted the report format and suggested changing the format going forward. The Commission agreed.

Chief Ewing provided a visual of a draft sign to be posted on each construction site, in English and Spanish, to assist with enforcement matters.

Commissioner Warner mentioned unidentified personal vehicles on construction sites. Discussion ensued regarding dashboard identification while working on the job site.

Chief Ewing reported about two officers who came upon a fatal incident off the island on the roadway...they provided medical assistance until emergency personnel came on site.

17. Public Works Department Report*

a. Isle Ridge Resurfacing

Director Duchock explained the status of the Isle Ridge Resurfacing project. He noted the timeline of construction starting on November 19 and lasting 10-14 days. He showed a 10'w x 100' standby lane to the roadway. He will reach out to each resident on Isle Ridge to keep them informed.

b. Ficus Allée and Town Hall Entrance Update

Director Duchock reviewed the "pilot project" at Town Hall where the ficus trees were removed and replaced with young strangler fig trees. He noted that the Beautification Committee will meet on November 10, 2025 to discuss the Ficus Allee long-range plan. He provided photographs of the pilot project. He commended the Public Works staff for the work they have completed to prepare for the upcoming season.

Commissioner Taddeo noted that Dr. Bahder is happy to assist with a community action plan.

OTHER ITEMS

18. Meeting Dates

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

December 16, 2025 – Town Coffee with Commissioner Field – 9am

December 16, 2025 – Beach Protection – 10am

December 17, 2025 – Town Commission Meeting – 9am

December 17, 2025 – Annual Town Staff and Board/Committee Member Appreciation Luncheon – 12pm

Discussion ensued regarding January dates.

Jan 20-21 with taddeo hosting coffee on 20th

19. Other Items*

Adjourned meeting at 3:21pm.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
IMPACT REVIEW COMMITTEE MEETING
THURSDAY, SEPTEMBER 11, 2025**

TIME: Thursday, September 11, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Vice Chair Judy Holden, Member Jennifer Madden, and Alternate Member Maria Bayazid. Also present were Assistant Town Clerk Trenton Warren, Town Attorney Thomas Baird and IT Director Bill Sutton.

1. Call to Order and Comments*

Vice Chair Holden called the meeting to order and read the purpose statement of the Impact Review Committee from the Land Development Regulations. She established a quorum and introduced the committee members and staff present today.

Assistant Town Clerk Trenton Warren swore in those intending to speak during the hearing, including Building Director Catherine Harding, Attorney Jared Gaylord of Marc R. Gaylord P.A., Paul Catania of Parker Yanette Design Group, and Tyler Nielson of Nielson Landscape Architects.

2. Minutes of the Impact Review Committee August 7, 2025

MOTION: *Member Madden/Alternate Member Bayazid moved to approve the minutes of the Impact Review Committee on August 7, 2025.*

ACTION: *Motion 3-0*

3. 508 South Beach Road

The applicant is Jupiter Boathouse LLC, and is represented by Jared Gaylord Esq. of Marc R. Gaylord, P.A.

This is a modification of a previously approved IRC.

The modification is to relocate the guesthouse from the Northeast corner of the property's building envelope to the Southeast corner of the building envelope.

Ex-Parte Communication:

- *Vice Chair Holden stated she visited the property, read the materials, and had no ex- parte communication.*
- *Member Madden stated she visited the property with Director Harding and had no ex- parte communication.*
- *Alternate Member Bayazid stated she read the materials, visited the property, and discussed the application with Director Harding.*

Director Catherine Harding introduced the application, provided background information, and explained the request. She stated the application meets the zoning requirements of the Land Development Regulations and has met the Impact Review Committee standards. She read two letters from the applicant's neighbors. The first letter expressed a request for a stronger buffer along the concrete

structures on the north property line, and lower hedges to open up the waterfront view. The second letter requested additional buffering to reduce noise impact from the service parking area, the Air Conditioning equipment (A/C) and power generators.

Attorney Jared Gaylord introduced himself on behalf of Jupiter Boathouse LLC, along with the project team. He provided neighborhood aerial photographs and gave the historical background of the property. He provided current floor plans and presented new proposed architectural plans that demonstrated the relocation of the current guesthouse from the northern section to the southeast section of the property. He also explained the relocation of the current septic system. He provided building elevation plans, noting the proposed height of the guest house to be approximately 16 feet, and stated all properties will remain one story.

Alternate Member Bayazid inquired about the direction and orientation of the current guesthouse compared to the proposed new guesthouse. Attorney Gaylord confirmed the current guesthouse is facing north to south and the new guesthouse will face east to west, but assured the buffering will still be more than sufficient.

Paul Catania of Parker Yvette Design Group presented landscape plans and noted the only change was the orientation of the guest house. Board members asked Mr. Catania about buffering between the garage and the neighbor. He showed a graphic with 16-foot fishtail palms, cabbage palms, and shrubs along the south property line, noting that the guest house would be fully screened.

Vice Chair Holden inquired about the sound issues with the A/C and generators. Mr. Catania replied that vegetation would not reduce the noise and that effective abatement would require a wall or berm, which was not reasonable for the site. He added the A/C units would be enclosed once construction was complete.

Member Madden noted the water view concern referenced in one of the resident's letters. Mr. Catania provided a detailed description of the landscape buffer that will eventually drop to a five-foot hedge and lower plantings, providing privacy while keeping views open beyond the pool area. Discussion ensued regarding adequate water views.

Attorney Baird emphasized the need to clearly define how the parties would work together so staff could measure the outcome.

Public Comment:

There were no comments.

Attorney Baird confirmed the following conditions for approval:

- Add additional 16-foot high landscaping to buffer the guest house and lower plantings to buffer the service parking area as shown on site plan A10.
- Add sound buffering to the generator and A/C equipment areas.
- Agree to work to mitigate obstructing the northwest waterfront view of the neighbor.

Attorney Gaylord expressed concern regarding adding more buffering to the southern landscape buffer. He stated there is not much room left on the property to increase the buffer. Discussion ensued between the Committee members and Attorney Baird regarding the buffering situation. Attorney Gaylord suggested the buffering condition could be tailored to require the applicant to adhere to the noise

conditions requirements set in the Land Development Regulations. Vice Chair Holden explained the Committee would like a physical buffer around the A/C and generators.

MOTION: *Member Madden/Alternate Member Bayazid moved to approve the application pending the discussed conditions are met.*

ACTION: *Motion Passed 3-0.*

4. 101 Harbor Way

The applicants are Luke and Erin Charlton, and are represented by Steven Tyler Nielsen of Nielsen Landscape Architects.

This application is for improvements to the landscape and hardscape. Also, the installation of a new driveway, driveway gate, pool, and pool terrace.

Ex-Parte Communication:

- *Vice Chair Holden stated she visited the property with Director Harding, introduced herself to the owner, read the materials, and had no ex- parte communication.*
- *Member Madden stated she visited the property with Director Harding, read the materials, and had no ex-parte communication.*
- *Alternate Member Bayazid stated she had no ex-parte communication, read the materials, visited the property, and discussed the application with Director Harding.*

Director Catherine Harding introduced the application, provided background information, and explained the request.

Tyler Nielson introduced himself on behalf of property owners Luke and Erin Charlton. He described the location of the property and provided proposed plans of the improvements to the property, with the intent of creating a tropical modern romantic garden on the front lawn. He described new entry columns and a gate to improve security, coral stone paver walkways and seating areas, and a landscape palette and accent features to achieve the desired design. He concluded by noting that construction staging and parking areas would be managed on-site, and existing mixed plantings would be replaced with more organized buffers to enhance privacy and garden use.

Alternate Member Bayazid asked if buttonwood trees on the northwest side would impact the northern neighbor. Mr. Nielson confirmed they would not, noting the trees would be spaced and offset to avoid encroachment, and explained that south views are already screened by palms and mangroves.

Member Madden inquired about the replacement trees on the south buffer being sufficient for coverage. Mr. Nielson explained the new trees and vegetation will be ample to maintain the buffer without issue. He further explained that the new trees will require less fertilizer than the current areca palms.

Vice Chair Holden asked about the parking situation for the workers and stated more than eight cars would require the workers to be bused in. Attorney Baird explained the development order would incorporate the letter. She also raised concerns about the drainage sytem near the mangroves. Mr. Nielson stated there are no plans to adjust or change the existing drainage system. He explained a silt fence would be installed along the riprap wall, and positive drainage would be maintained through swales that allow percolation into the soil. He added the house itself was existing and not part of the proposed

improvements. Mr. Nielson stated no dirt would be added or removed from the property and confirmed the berms and sales along the property lines would not be affected.

Vice Chair Holden recommended adding a condition to require maintenance of the swales on the site.

Property owner Luke Charlton was sworn in and clarified that the seawall protects the mangroves and would be completed as part of the project. He said the property has no underground drainage, sits higher than surrounding land, and drains naturally toward the road, with the main swale located in a neighboring road easement outside their control. Mr. Nielson echoed the Owner's testimony, stating the site grade would remain the same, with new plantings placed at existing levels, and drainage would continue naturally without impact.

Vice Chair Holden noted the earlier condition was no longer necessary since the swales are not located on the property.

Public Comment:

There was no public comment.

MOTION: Member Madden/Alternate Bayazid moved to approve the application with the conditions discussed.

ACTION: Motion Passed 3-0.

5. Other Items*

- a. Next Meeting - October 2, 2025 - To be determined*

Director Harding explained there are currently no active applications for the Committee. She explained this will be the last meeting of the Impact Review Committee if Ordinance No. 411 is passed at the September Town Commission meeting. She explained the Building Department is still processing applications in anticipation of an October meeting.

Vice Chair Holden ended the meeting at 10:15am.

- b. Other Matters*

Respectfully Submitted,

Kimberly Kogos, Town Clerk

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

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

CALL TO ORDER AND ROLL CALL

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

AGENDA

1. Minutes of the meeting of February 27, 2025

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

ACTION: *Motion passed 3-0.*

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

Ex-Parte Communications:

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

2. South Beach Road Subdivision

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

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

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

Director Harding introduced the application and noted:

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

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

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

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

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

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

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

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

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

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

ACTION: Motion passed 3-0.

3. Other Items*

a. Next Meeting - To Be Determined

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

b. Other Items

No other items were discussed.

Member Auth adjourned the meeting at 9:26 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

MATTHEW HAMMOND, PE, MBA

SUMMARY

Highly strategic, facilitative leader with deep experience in local government management. Proven success leading multi-disciplined organizations. Facilitator and builder of world-class teams. Extensive experience in organizational leadership, administration, strategic planning & implementation, project management, engineering, and business management.

AREAS OF EXPERTISE

- | | | |
|----------------------------------|------------------------------|----------------------|
| ✓ Strategic Planning & Execution | ✓ Organizational Development | ✓ Customer Service |
| ✓ Leadership & Team Building | ✓ Budget Management | ✓ Financial Analysis |
| ✓ Talent Development | ✓ Project Management | ✓ Asset Management |

EXPERIENCE

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS | Stuart, FL

2024 – Present

Assistant County Engineer

I have the pleasure to lead the Martin County Engineering Services Division responsible for supporting smart development with exceptional customer service through development reviews, permit processing, site inspections, and technical support.

- Personnel management for a multi-functional department of professionals.
- Prepare and present agenda items and presentations to the Board of County Commissioners.
- Provide professional support to the Board of County Commissioners, residents, and other County departments.
- Participate in county-wide growth management review team.
- Manage 3rd party consulting services.

Key Achievements:

- Streamlined processes that reduced the number of reviews and improved the quality and tone of customer interactions, improving overall customer experience.
- Developed development review survey to solicit feedback from development applicants used to improve level-of-service.

METROPOLITAN UTILITIES DISTRICT | Omaha, NE

2023 – 2024

Vice President

I was privileged to play a part in a healthy, thriving Omaha community by serving as leader responsible for delivering safe, reliable, great-tasting water from source to tap including 3 treatment facilities with a combined capacity of over 300 million-gallons-per-day, 18 major pump stations, and 3,200 miles of transmission & distribution system. Relocated to be closer to family.

- Responsible for day-to-day operations of delivering water to over 650,000 people.
- Personnel management for a multi-functional department of 140+ team members.
- Strategic planning for the delivery of high level-of-service to customers.
- Ensured safe operating environments for the public and operating teams.
- Executed ~\$500MM 5-year capital improvement plan.
- Represented the organization at community outreach events.

Key Achievements:

- Led utility through the loss of the largest water treatment plant due a severe weather event without impact to customers.
- Brought together diverse departments to successfully coordinate the execution of a half-billion-dollar capital improvement plan.

NEXTERA ENERGY | Juno Beach, FL

2022 – 2023

Director – Water Operations

Led national water and wastewater operations for all regulated water businesses under NextEra Water, LLC. I was involved in all aspects of growing, building, and operating the business including business development, M&A, integration, regulatory management, and operational management. The business unit was sold as a result of a strategic change in corporate direction toward unregulated renewables.

- P&L responsibility for water and wastewater operations.
- Developed strategy for growth and scalability of water operations.
- Established and maintain Key Performance Indicators for business unit.
- Ensured safe operating environments for the public and operating teams.
- Maintained key performance indicators of water and wastewater systems.
- Contributed to all stages of acquisition process.
- Managed 3rd party operation and maintenance services.

Key Achievements:

- Integrated 28 new utility assets into portfolio.
- Co-led sale and divestiture of \$50+ million of water & wastewater assets.

VILLAGE OF TEQUESTA | Tequesta, FL

2019 – 2022

Utility Director

Led the Utilities Department serving the Village of Tequesta and surrounding community with the services essential for a healthy and thriving community.

- Determined the strategic direction for the enhancement of services provided to the community.
- Led long-range planning for water and stormwater services.
- Responsible for day-to-day operation of water and stormwater utilities serving over 14,000 people.
- Personnel management for a multi-functional department of 30 team members.
- Prepare and present agenda items and presentations to the Village Council.
- Ensured safe operating environments for the public and operating teams.
- Built positive relationships with the Council, community, and internal stakeholders.
- Integral member of the Village emergency management team.
- Served as acting village manager during extended absences of the Village Manager.

Key Achievements:

- Initiated and led the first departmental strategic planning process.
- Led the creation of a long-term Water Facility Plan and Stormwater Master Plan.
- Led the development of a 5-year rate study and long-term financial forecast.
- Lead the collaborative development of the annual operating budget and Capital Improvement Program.
- Successfully managed multiple capital improvement projects including Advanced Meter Infrastructure, raw water & treatment upgrades, water main replacements and stormwater infrastructure replacements.

VILLAGE OF PALM SPRINGS | Palm Springs, FL

2017 – 2019

Public Service Director / *Assistant Public Service Director*

Led the Public Service Department serving the Village of Palm Springs and surrounding community with the services essential for a healthy and thriving community including public works, solid waste collection, utilities and facilities management.

- Determined the strategic direction for the enhancement of services provided to the community.
- Led long-range planning for water and wastewater, stormwater, and public works functions.
- Responsible for day-to-day operation of water and wastewater utility, stormwater utility, and public works division serving over 40,000 people.
- Personnel management for a multi-functional department of 86 team members.

- Prepare and present agenda items and presentations to the Village Council.
- Ensured safe operating environments for the public and operating teams.
- Built positive relationships with the Council, community and internal stakeholders.
- Integral member of the Village emergency management team.
- Served as acting village manager during extended absences of the Village Manager.

Key Achievements:

- Initiated and led the first department strategic planning process.
- Led the creation of a Water and Wastewater Master Plan including development of hydraulic models of the collection and distribution systems.
- Led the development of a 5-year rate study and long-term financial forecast.
- Led the creation of a comprehensive stormwater master plan.
- Led the collaborative development of annual operating budgets and long-term Capital Improvement Program across two enterprise funds and two general fund budgets.

ST. LUCIE COUNTY | Fort Pierce, FL

2014 – 2017

Utility Engineer

Served as the first engineering professional in a newly created role to lead the strategic technical direction of the county water, wastewater, and reclaimed water utilities.

- Managed all utility capital improvement and engineering projects.
- Assisted the Utility Director with the operational, financial, and business management of the utility.
- Member of the St. Lucie County Local Mitigation Strategy (LMS) Working Group.
- Performed development review services for all new development within the utility service area.
- Provided technical support to utility operations teams.

Key Achievements:

- Spearheaded the implementation of a utility-wide asset registry and asset management program.
- Updated the utility permit compliance procedures, GIS database, technical standards, and field-testing protocols.
- Led the update of 5-year Water, Wastewater, and Reclaimed Water Master Plan including development of hydraulic models of the collection and distribution systems.
- Led the development of Water, Wastewater, and Reclaimed Water Rate Study and Revenue Sufficiency Analysis
- Participant in the inaugural, limited-entry St. Lucie County IGNITE Leadership Program.
- Key member of the county-wide performance management initiative.

JONES EDMUNDS & ASSOCIATES | Gainesville, FL

2005 – 2014

Department Manager *Project Manager* *Project Engineer*

Led a talented team of consulting professionals in the delivery of water and wastewater services to municipal clients throughout Florida.

- Managed department workload to effectively deliver innovative projects and services on-time and within budget.
- Project manager for multi-disciplined water and wastewater projects for municipal clients.
- Personnel management for a team of engineering and project professionals.
- Oversaw the relationships and project delivery with key company clients.

Key Achievements:

- Successfully delivered large multi-disciplined water and wastewater projects to municipal clients across Florida.
- Improved the quality, timeliness, and efficiency of department project delivery resulting in increased client satisfaction and profitability.
- Selected to participate in the year-long limited-entry Jones Edmunds University Leadership Development Program.

EDUCATION

Master of Business Administration, Muma College of Business, University of South Florida, FL 2020
Bachelor of Science, *Civil Engineering*, University of Florida, FL 2005

LICENSURE

Professional Engineer, Florida, PE No. 72300

TRAINING

Future Managers Virtual Bootcamp, FCCMA, 2024
ICS-2200: Basic Emergency Operations Center Functions, FEMA, 2024
Emerging Leaders Development Program, ICMA, 2023
Certified People Manager, SHRM, 2022
Local Government Management Professional Certification, ICMA, 2021
ICS-800: National Response Framework, An Introduction, FEMA 2019
ICS-700: National Incident Management System, An Introduction, FEMA, 2018
ICS G-300: Intermediate Incident Command System for Expanding Incidents, FEMA, 2020
ICS-200: Basic Incident Command System for Initial Response, FEMA, 2019
ICS-100: Introduction to Incident Command System, FEMA, 2019
Essentials of Human Resources, SHRM, 2017
IGNITE Leadership Program, St. Lucie County, 2016/17
Lean Six Sigma Green Belt, Florida Benchmarking Consortium, 2016
MGT-343: Disaster Management for Water and Wastewater Utilities, FEMA, 2015
Leadership Development Program, Jones Edmunds & Associates, 2013

PUBLICATIONS

Next Level Your Customer Service with AMI, Florida Water Resources Conference, April 2022

PROFESSIONAL AFFILIATIONS

Florida City and County Management Association – Member
FCCMA Professional Development Committee – Member

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.

PURPOSE OF THIS PLAN

Under Chapter 163, Florida Statutes, a comprehensive plan serves as the foundational policy document guiding decision making in a community. Its purpose is to establish principles, guidelines, standards, and strategies that reflect local commitments and provide a consistent framework for governance. The plan sets meaningful and predictable standards, ensuring that quality of life and natural resources on the island are protected and preserved. It also identifies programs necessary for these protections and includes procedures for monitoring and evaluation, making it a long-term blueprint for a sustainable community and intergovernmental coordination.

TOWN PROFILE

The Town of Jupiter Island is situated on a barrier island at the south end of Martin County. The Town consists of approximately 1,643 acres of land bound on the east by nine miles of ocean frontage and on the west by the Intracoastal Waterway - Indian River Lagoon Aquatic Preserve. The Town's permanent population was ~~804~~ 847 according to the 2020~~10~~-census, and in 2030~~18~~ is estimated to be ~~780~~826, with a seasonal population of approximately 3,000.

The Town was established by the Florida Legislature in 1953. The climate and environmental resources of Jupiter Island have contributed to the development of a high-quality, low-density residential community that seeks to preserve natural resources to the maximum extent possible. The primary land uses in the Town are single-family residential development in secluded estates and homes and conservation/preservation. The few commercial land uses within the Town exist primarily to serve residents. The remaining vacant land is designated for single-family residential, recreational, and conservation uses.

The Town Charter establishes a Town Commission/Manager form of government. The Town is governed by a five-member Commission elected for four-year overlapping terms. The Commission elects its Mayor and appoints a Town Manager and Town Attorney. The Town Manager is responsible for retaining employees to provide for proper operation of the Town. A total of 90 employees carry out the functions of Public Safety, South Martin Regional Utility (SMRU), Public Works, Building and Zoning, Finance and Administration. The Town residents are very public service oriented. Almost 64 residents serve on the many boards and committees that make the Town run successfully. Residents are also active outside the Town to help with various programs of community interest.

The Town follows the procedures set forth in Chapters 166 and 200 of the Florida Statutes in establishing the ~~budgetary data~~ budget and mileage rate. The ad valorem tax or "property tax" is a major revenue source for the financing of budgets to meet the Town's needs. Each year, the Martin County Property Appraiser determines the total value of each parcel of property based on its fair market value. There are

597 taxable parcels within the Town. The Town's 2017 taxable value established by the Martin County Property Appraiser is \$2,432,462,327.

OBJECTIVES AND POLICIES NOT APPLICABLE

~~No objectives or policies pertaining to the discouragement of the proliferation of urban sprawl are necessary or applicable in the Town because it is virtually developed, and the only areas for potential development are located on "in-fill" parcels.~~

No policies are necessary or applicable to the protection of potable water wellfields since there are now no such facilities in the Town, nor are any expected in the future.

FUTURE LAND USE ELEMENT

Purpose

As an element of the Town Comprehensive Plan required by Section 163.3177(6)(a), Florida Statutes, the purpose of the Future Land Use Element is to designate the proposed future general distribution, location, and extent of land uses within the Town of Jupiter Island. Each land use has approximate acreages and permitted uses, as well as standards for controlling population densities and building intensities consistent with the Town's vision.

~~For the most part,~~ The land use categories shown on the Future Land Use Map generally coincide with the existing land use and zoning pattern in the Town. Since its inception, the Town has been a planned residential ~~and resort~~ community. The existing platting arrangement and land use and zoning patterns largely reflect the original intentions of the Town's founders. Land use mapping locations as depicted ~~on~~ in the Future Land Use Map Series, therefore, represent land use locational strategies that have been well thought out over time, with due consideration given to the suitability of each land use module for the category assigned to it. Future land uses shall accommodate at least the minimum amount of land required to accommodate the ~~medium projections of the University of Florida's Bureau of Economic and Business Research for at least a 10-year planning period, unless otherwise limited~~ projected Town population for the 10-year and 25-year planning period.

Goals, Objectives, and Policies

~~01.01.00.00~~ **GOAL 1.1: To preserve and enhance the Town's community character as a high quality, single-family residential community.**

OBJECTIVE 1.1.1: Manage and coordinate land use through the establishment of Future Land Use Designations with regulations that preserve and protect natural resources and the Town's vision.

The Town of Jupiter Island Future Land Use Plan is organized into the four different land use classifications listed below. The regulatory significance of each of these land use categories is set forth in Sections ~~01.02.01.00 through 01.02.05.00:~~

- Residential
- Recreation
- Conservation/Preservation
- Public Facilities

Policy 1.1.1.1: Residential Future Land Use Designation

The Residential land use category is intended primarily to permit development of single-family structures. The Residential district is intended to permit one-family detached dwellings and other customary accessory uses and buildings, provided such uses are incidental to the principal use and do not include any activity commonly conducted as a business. Any accessory building should be located on the same lot with the principal building. Such permitted accessory buildings and uses should include, but not necessarily be limited to, staff quarters, private garages, guest houses, beach houses, tennis courts and swimming pools. ~~No more than two (2) Accessory buildings for living quarters, should be permitted.~~ shall be permitted as defined in the Town's Zoning Ordinance.

Policy 1.1.1.2: Recreation Future Land Use Designation

The Recreation land use category designates locations for publicly and privately owned or controlled recreational lands and other open space areas intended for active or passive use. Designation of an area in this category signifies the expectation that the area will continue to be put to recreation and open space use for the foreseeable future. Sites designated in the Recreation category should not be used for other than the intended purposes without careful consideration of the most appropriate use and a properly enacted amendment to the Future Land Use Plan.

Policy 1.1.1.3: Conservation Future Land Use Designation

The Conservation/Preservation land use category is intended to designate land areas for the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, fisheries management, or protection of vegetative communities or wildlife habitats.

Policy 1.1.1.4: Public Facilities Future Land Use Designation

The Public Facilities land use category designates locations for publicly-owned infrastructure systems, such as rights-of-way, sewer, solid waste, drainage, potable water, educational, and public health systems, public buildings, grounds and facilities. Designation of an area in the Public category signifies the expectation that the area will continue to be put to public use for at least the next five years. Sites designated in this category should not be used for other than public purposes without careful consideration of the most appropriate non-public use and a properly enacted amendment to the Future Land Use Plan.

01.01.01.00-OBJECTIVE 1.1.2: To eliminate or reduce land uses inconsistent with the community character, as set forth in this Future Land Use Plan.

01.01.01.01-Policy 1.1.2.1: The Future Land Use Plan should be interpreted as the exact intent of the Town's Local Planning Agency and Town Commission.

01.01.01.02-Policy 1.1.2.2: Land use areas as shown on the Future Land Use Map should be delineated along logical demarcation lines.

01.01.01.03-Policy 1.1.2.3: Zoning map designations and zoning ordinance text should be consistent with the Comprehensive Plan and this Future Land Use Element Plan. Zoning map or text amendments inconsistent with this Future Land Use Plan should be reviewed as Comprehensive Plan amendments.

01.01.01.04-Policy 1.1.2.4: Elimination or reduction of existing non-conforming land uses should be accomplished with proper respect for the vested rights of property owners.

01.01.01.05-Policy 1.1.2.5: Expansion of non-conforming land uses should be prohibited.

01.01.01.06-Policy 1.1.2.6: Additional commercial development should not be permitted except to enhance the quality of services at the Jupiter Island Club and the Hobe Sound Yacht Club.

01.01.01.07 Policy 1.1.2.7: The Town should change the zoning designation of the residentially zoned properties that have been placed into conservation/preservation to conservation/preservation on the zoning map.

Policy 1.1.2.8: Maintain the Town's character as a single-family residential community that prioritizes conservation and preservation, as well as the natural beauty and ecological significance of the barrier island.

~~01.01.02.00~~ **OBJECTIVE 1.1.3:** **To achieve a simple energy-efficient and energy conserving land use pattern with a high degree of use compatibility within each land use category and which are based upon greenhouse gas reduction strategies.**

~~1.1.2.1~~ **Policy 1.1.3.1:** Zoning regulations should protect single-family residential uses ~~development~~ from the encroachment of incompatible land uses.

~~1.1.2.2~~ **Policy 1.1.3.2:** The Future Land Use Map Plan ~~will~~ shall be based upon energy-efficient land use patterns that account for existing and future electric power generation and transmission and energy conservation.

~~01.01.03.00~~ **OBJECTIVE 1.1.4:** **To maintain the ambiance and quality of life in the Town as provided for in this Comprehensive Plan through the implementation of appropriate land development regulations.**

~~01.01.03.01~~ **Policy 1.1.4.1:** 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;
2. The number, size and placement of signs;
3. The development of land within areas subject to seasonal or periodic flooding;
4. Drainage and stormwater management;
5. Maintenance of safe and convenient on-site traffic flow;
6. Provision of adequate parking space on developed properties; and
7. **Subdivision or replatting of land. Replatting provisions should require that any building permit which building relating thereto would utilize more than one lot or portion thereof, file a replat of all affected lots. In addition, no partition of lots should be allowed to create nonconformities as to other development code provisions.** The standards for minimum lot size and width shall be strictly enforced, provided , however, that in certain instances a reduction of the minimum lot width may be permitted through the variance process and approved by the Board of Adjustment (with appeal to the Town Commission) after holding a public hearing and finding that the following standards are met:
 - a. That there would be no net loss of light, air and open space as a result of the reduction in standard;
 - b. That the lot provides adequate space for driveways and access easements;
 - c. That sight-lines to the Ocean or the Indian River from existing or future homes on adjacent lots are not unreasonably compromised;

- d. That the building footprint for the principal residence and all accessory buildings is shown on the plat in a manner to limit any future construction to the area within the footprint so designated; and
- e. That the reduction in lot width does not exceed fifteen percent (15%) of the required width

01.01.04.00-OBJECTIVE 1.1.5: To promote the rehabilitation and restoration of older structures.

01.01.04.01-Policy 1.1.5.1: The zoning ordinance should be reviewed to assure that its provisions do not preclude the renovations of existing residential structures.

01.01.05.00-OBJECTIVE 1.1.6: To coordinate future land uses with the capacity of facilities and services.

01.01.05.01-Policy 1.1.6.1: The level of service standards adopted in ~~Sections 02.01.01.01 and 04.01.01.04~~ of the ~~Comprehensive Plan for~~ Transportation and Infrastructure facilities elements should be applied to all applications for development approval.

01.01.05.02-Policy 1.1.6.2: Developments that would impact existing facilities by reducing the level of service below adopted levels and which are to be constructed prior to the availability of scheduled improvements, should pay for such impacts or provide their own facilities constructed to Town specifications.

01.01.05.03-Policy 1.1.6.3: All development orders should be specifically conditioned on the availability of facilities and services necessary to serve the proposed development with infrastructure at adopted service level standards.

01.01.06.00 OBJECTIVE 1.1.7: To ensure the availability of suitable land for utility facilities necessary to support proposed development.

01.01.06.1 Policy 1.1.7.1: Suitable land should be dedicated or reserved by the Town for utility facilities necessary to support proposed development

01.02.00.00 GOAL 1.2: ~~To Plan for, and Where appropriate,~~ Restrict development that would damage or destroy natural or historic resources.

01.02.01.00 OBJECTIVE 1.2.1: To protect, conserve, or enhance wetlands and natural vegetation, environmentally sensitive habitats and conservation designated lands, consistent with the Conservation and Coastal Management Elements.

01.02.01.01-Policy 1.2.1.1: Marine and estuarine wetlands should be protected from dredge and fill activities associated with development through standards that meet or exceed existing Federal, State, County and/or Town regulation of these activities.

~~01.02.01.02~~ **Policy 1.2.1.2:** Future disruptions or degradations of wetlands should be accompanied by mitigation measures to ensure no net loss in wetland acreage.

~~01.02.01.03~~ **Policy 1.2.1.2:** The Town should continue to conduct on-site inspection of building sites prior to any clearing in preparation for construction ~~in order~~ to assure that mangrove habitat and or any other upland littoral zone vegetation is protected and accommodated in the site design, consistent with the requirements of Chapter 403, Florida Statutes.

~~01.02.01.04~~ **Policy 1.2.1.3:** The Town's clearing and landscaping requirements should require a permit before any clearing or grubbing may begin on all subdivision lots or development sites prior to the issuance of a development permit.

~~01.02.02.00~~ **OBJECTIVE 1.2.2: To protect, conserve or enhance living marine resources and wildlife habitats.**

~~01.02.02.01~~ **Policy 1.2.2.1:** New point-sources of pollution discharging directly into the Indian River lagoon, or into drainage structures leading to the lagoon, should be restricted.

~~01.02.02.02~~ **Policy 1.2.2.2:** Development should be designed to accommodate stormwater on-site in accordance with applicable performance standards and the Infrastructure element.

~~01.02.03.00~~ **OBJECTIVE 1.2.3: To coordinate with any appropriate resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes and approved by the Governor and Cabinet.**

~~01.02.03.01~~ **Policy 1.2.3.1:** The Town should continue to adopt specific policies and land development regulations when necessary in order to coordinate with any approved state, regional and local resource planning and management plan affecting the Town's resources. The Town should keep ~~itself~~ informed about the preparation of such plans.

~~01.02.04.00~~ **OBJECTIVE 1.2.4: The Town's LDRs should be modified to include the coordination of future land uses with appropriate topography and soil conditions.**

~~01.02.04.01~~ **Policy 1.2.4.1:** Decisions regarding future land development should consider the natural topography of the development site and the soil types occurring on the site.

TRANSPORTATION ELEMENT

Purpose

As an element of the Town Comprehensive Plan, required by Section 163.3177(6)(b), Florida Statutes, the purpose of the Transportation Element is to establish the desired and projected transportation system and to plan for the future motorized and non-motorized Transportation system addressing issues in relationship to the size and character of the Town, with an emphasis on transportation that is safe and coordinated. The future Transportation system is supported by the goals, objectives, and policies, set forth herein, and is depicted on the Future Transportation Land Use Map Series.

The Transportation Element supporting data and analysis document describes and analyzes current and future conditions of the Town of Jupiter Island Transportation system. The system includes all roads, streets, and highways, and other public accessways dedicated and opened to public travel. These include primarily Martin County Road 707, which is the major north-south route through the Town and is classified as a minor arterial road. Gomez Road and North Beach Road are the primary Town roads and are classified as collector roads. The remaining roads within the Town are classified as local residential roads.

The future Transportation plan for the Town is embodied in the Transportation goals, objectives and policies and the Future Transportation Land Use Map Series. The components of the future system will remain essentially the same as at present. The adopted level of service to be maintained for all roads within the system is Level of Service A or such other standard as may be required by the Florida Department of Transportation (FDOT).

Goals, Objectives, and Policies

02.01.00.00 GOAL 2.1: To establish the desired transportation system in the Town and particularly to plan for future motorized and non-motorized transportation systems.

02.01.01.00 OBJECTIVE 2.1.1: To provide safe, efficient, and cost-effective vehicular and pedestrian movement throughout the Town. ~~while providing for reduction of greenhouse gases.~~

02.01.01.01 Policy 2.1.1.1: The Town should maintain a Transportation Level of Service (LOS) A on all of the Town's roadways.

02.01.01.02 Policy 2.1.1.2: The Town will continue to maintain "The Ramble", a pedestrian and bicycle path used by residents and visitors, which provides for an alternative mode of transportation ~~that reduces greenhouse gases and helps with energy conservation.~~

02.01.01.03 Policy 2.1.1.3: The Town's ~~shall enforce a maximum 30 MPH miles per hour (MPH) speed limit throughout the Town, encourages using encouraging the use of golf carts as an alternative transportation method. The use of golf carts provides a reduction in greenhouse gas emissions.~~

02.01.01.04 Policy 2.1.1.4: The Town's Land Development Regulations (LDRs) should be revised to address the connections and access points of driveways and roads to roadways for the purpose of minimizing conflict points between automobiles.

~~02.01.01.05~~ **Policy 2.1.1.5:** The Town's LDRs ~~to be adopted within one year of the required date of~~ submittal to the State DEO for the Comprehensive Plan, should provide for safe and convenient on-site traffic flow.

~~02.01.02.00~~ **OBJECTIVE 2.1.2:** The Town has determined that relocating the road right-of way on both North Beach and South Beach Roads is unfeasible.

~~02.01.02.01~~ **Policy 2.1.2.1:** The Town has assumed ownership of the North Beach Road right-of-way and ~~no modification of the road profile has been accomplished.~~ The Town has determined that relocating the road right-of-way is unfeasible.

~~02.01.02.02~~ **Policy 2.1.2.2:** The Town should work in partnership with the County, State and Federal agencies to protect the road rights-of-way through on-going beach protection efforts.

~~02.01.03.00~~ **OBJECTIVE 2.1.3:** ~~To coordinate the future~~ maintain a safe, effective transportation system and with future land uses of the on the Town's roadways.

~~02.01.03.01~~ **Policy 2.1.3.1:** Future traffic improvements or changes to the Town 's Transportation system should be coordinated with the ~~proposed~~ future land uses as shown on the adopted Future Land Use Map. Conversely, future land use and development should be coordinated with the ~~proposed~~ future transportation system as shown on the adopted Future Transportation Facilities Map.

~~02.01.04.00~~ **OBJECTIVE 2.1.4:** To coordinate transportation planning and traffic improvements with the future transportation plans and traffic improvement programs of Martin County.

~~02.01.04.01~~ **Policy 2.1.4.1:** ~~The Town should convey to~~ maintain open communication with Martin County its concerns regarding anticipated rapid county the projected County population growth, which could have a significant and its impact on the Town's roadway system within the Town, including potential adverse impacts on the maintained level of service.

~~02.01.04.02~~ **Policy 2.1.4.2:** The Town should coordinate closely with Martin County to ensure that needed drainage, safety and maintenance projects within County-owned and maintained roadways improvements to County Road 707 within the Town's limits are adopted in made part of the County's Capital Improvement Plan (CIP), the Martin Metropolitan Planning Organization (MPO) Long Range Transportation Plan and the Florida Department of Transportation's (FDOT) Five-Year Road Work Program. The Town should keep itself informed about all County planned road improvements that will impact the Town's Transportation system.

~~02.01.04.03~~ **Policy 2.1.4.3:** ~~For all County rights-of-way in the Town,~~ The Town shall enter into negotiations with Martin County to amend the Joint Planning Agreement ~~with Martin County which will control~~ ensuring that any decisions regarding County right-of-way within the Town – such as the any sale of right-of-way, the width of pavement, use of roads for bicycles and golf carts, landscaping within rights-of-way and any other issue which would change the character and ambiance of the Town-are carefully monitored.

HOUSING ELEMENT

Purpose

As an element of the Town Comprehensive Plan, required by Section 163.3177(6)(f), Florida Statutes, the purpose of the Housing Element is to provide appropriate goals, objectives and policies and to demonstrate the Town's commitment to meet identified or projected deficits in the supply of housing. These plans and policies address government activities as well as provide direction and assistance to the efforts of the private sector.

The Housing Element support ~~data and analysis document~~ presents an inventory and analysis of existing and future conditions of housing in the Town of Jupiter Island. The community is characterized by many affluent winter residents who occupy large single-family homes. These homes often provide accessory quarters for guests and employees. The only multiple-family units within the Town are the guest rooms at the Jupiter Island Club and special dormitory-type housing provided for employees of the Club.

The Town's plan for future housing is set forth in the goals, objectives and policies presented below. In accordance with the Future Land Use ~~Plan~~ Element, all new housing in the Town will be exclusively single-family residences. However, it will be the Town's policy to continue to permit accessory housing units on single-family lots to accommodate guests and employees of the residents. In addition, special housing for employees of the Jupiter Island Club will continue to be permitted.

Goals, Objectives, and Policies

03.01.00.00 GOAL 3.1: To provide for safe, decent, energy-efficient, and sanitary housing at a range of costs and types necessary to meet the needs of the ~~present current~~ and future population of the Town of Jupiter Island.

03.01.01.00 OBJECTIVE 3.1.1: To ensure that new housing in the Town of Jupiter Island will be compatible with the community character.

03.01.01.01 Policy 3.1.1.1: ~~The Town's Land Development Regulations require the Town will to work with developers from the inception of a project to ensure the project meets the Town's needs of the Town and is consistent with the Town's high-quality, low-density residential character through the requirements of the development review process, as defined in the Town's Land Development Regulations.~~

03.01.01.02 Policy 3.1.1.2: ~~In accordance with the Future Land Use Element Goals, Objectives and Policies, all future housing development within the Town of Jupiter Island should be restricted to single-family residences. However, The Town should continue to allow provision of housing units accessory to single-family residences for the use of guests and employees and provision of, as well dormitory-style housing for employees of the Jupiter Island Club and guest accommodations at the Jupiter Island Club in the same manner as they are now constructed complimentary to the existing structures on the Club property.~~

03.01.01.03 Policy 3.1.1.3: ~~The Town LDRs should ensure the compatibility of new housing proposals with existing natural resources and with the environmentally sensitive habitats within the Coastal Zone.~~

03.01.01.04 Policy 3.1.1.4: The Town should continue to review the historic significance of housing stock and should notify each owner of identified property of the results.

03.01.02.00-OBJECTIVE 3.1.2: To ensure adequate community infrastructure and essential services to meet the need of new housing units.

03.01.02.01-Policy 3.1.2.1: The Town should examine the capacity of existing infrastructure and essential services and plan, through the Capital Improvements Element of the Comprehensive Plan, for needed improvements to serve new housing.

03.01.03.00-OBJECTIVE 3.1.3: ~~To contribute the Town's population to the regional need for affordable housing.~~ To help address the regional need for affordable housing contributed the Town's population.

03.01.03.01-Policy 3.1.3.1: The Town should participate in any county or regional plan, ~~such as an urban county Community Development Block Grant Program,~~ which permits municipalities that cannot provide ~~low income~~ affordable housing to contribute their population to a regional plan for the purpose of meeting regional housing needs.

03.01.03.02-Policy 3.1.3.2: The Town should request Martin County to utilize ~~some~~ a portion of the ~~substantial~~ ad valorem tax dollars paid by the Town to address the regional issue of adequate low- and moderate-income housing.

03.01.04.00-OBJECTIVE 3.1.4: The Town shall provide strategies for increased energy-efficiency related to design and construction of new housing.

03.01.04.01 Policy 3.1.4.1: ~~The Town shall develop and incorporate energy-efficiency standards, plans and principles within the LDR's to be followed in energy efficiency in the design and construction of new housing, including and in the use of renewable energy resources shall be developed and incorporated within the LDR's.~~

INFRASTRUCTURE ELEMENT

Purpose

As an element of the Town Comprehensive Plan required by Section 163.3177(6)(c), Florida Statutes, the purpose of the Infrastructure Element is to provide for necessary public facilities and services, including sanitary sewer, solid waste, stormwater drainage, potable water, and natural groundwater aquifer recharge, in correlation alignment with the future land use projections element.

The five main components of the Infrastructure Element are examined in the element's data and analysis support document. For each component, the existing conditions and future needs are analyzed. The Town's existing public infrastructure facilities and services in the Town are limited to consist of solid waste collection and disposal, and the ownership of the water utility, and management conveyance of the sanitary sewer conveyance from for the Jupiter Island Club.

The Town provides garbage, yard waste, and recycling collection and disposal for all its residents and the Jupiter Island Club facilities.

Potable water supply service ~~is provided~~ within the Town is provided by the Town-owned South Martin Regional Utility(SMRU), with the exception of the 600 Block which receives water from the Village of Tequesta.

There are two sanitary sewer systems within the municipal boundaries of the Town. The public systems service the Jupiter Island Club and the 600 Block of S. Beach Road. Please refer to figure 4.2.1 in the Infrastructure Element, Data and Analysis. All other residential and developed properties are served by on-site septic tanks.

The SMRU also provides both potable water supply service and wastewater treatment service to ~~some certain areas~~ of southeastern Martin County (~~see Map below~~). The SMRU has been issued Water Use Permit number 43-00066-W by the South Florida Water Management District. As part of the permit process, for which SMRU submitted a map depicting defining the "Service Area", that which includes the Town and a larger portion of the unincorporated ~~area~~ of southeastern Martin County ~~than SMRU currently serves (see Map below)~~.

Irrigation quality water is not available at this time in Jupiter Island.

There are no utility scale potable water wells or wellfields within the Town, ~~and~~ It has been determined that the Town's land area ~~probably~~ does not contribute directly significantly to recharge of the surficial aquifer that supplies the SMRU potable water wells, ~~that which~~ are located on the mainland outside the municipal boundaries of the Town.

Gomez Road is served by an exfiltration stormwater system without discharge to any waterbody.

The plan ~~for meeting to meet~~ the Town's future needs for public infrastructure facilities or services is outlined in the goals, objectives, and policies below. The plan incorporates provides for a the SMRU Water Supply Facilities Work Plan by reference, which meets the needs of existing and new development within the Town for the next ten years. The work plan is required by Section 163.3177(6)(c) Florida Statutes. The Data and Analysis portion of the plan has been amended to provide the background for the work plan. Included here are revised goals, objectives and policies intended to define and guide the implementation of the work plan.

Goals, Objectives, and Policies

4.01.00.00 GOAL 4.1: To provide the needed public facilities for the Town in a manner which: protects investments in existing facilities; promotes orderly, compact urban growth, while maintaining an acceptable level of service (LOS); protects the natural environment; and protects natural resources.

04.01.01.00 OBJECTIVE 4.1.1: To continue to ensure that at the time a development permit is issued by the Town, adequate infrastructure facility capacity is available or will be available when needed to serve the developments within the Town.

04.01.01.01 Policy 4.1.1.1: The Town should adopt the following level of service standards which should be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Municipal Roadways: LOS "A" at peak hour

Solid Waste Disposal: Collect and dispose of 9 pounds of solid waste/capita per day

Stormwater Drainage: Design storm frequency for a 5-year, 24-hour storm duration, as found in the SFWMD ERP Information Manual Volume IV. The stormwater management devices and structures should be designed with a safety factor of 20% beyond the level of service standard and should include for ongoing maintenance of the devices and structures.

Potable Water Supply: Provide water quality at levels meeting or exceeding levels required by regulatory agencies and in quantities at 600 678 gallons/capita/day (inclusive of irrigation) for the Town and 175 gallons/capita/day (inclusive of irrigation) system-wide for SMRU.

Wastewater Supply: Provide wastewater collection service at levels required by regulatory agencies and in quantities not exceeding 100gallons/capita/day for the Town, as well as system-wide.

04.01.01.02 Policy 4.1.1.2: All improvements for replacement, expansion or increase in capacity of facilities should be compatible with the adopted level of service standards for the facilities.

04.01.01.03 Policy 4.1.1.3: The Town should annually update facility demand and capacity information for SMRU based on development permits issued by the Town and according to information from the Martin County on development permits issued to other users of SMRU potable water supply and wastewater treatment services.

04.01.01.04 Policy 4.1.1.4: The Town should coordinate with all other nearby local governments to promote compatibility between their comprehensive plans and development permit procedures and the availability of SMRU potable water supply and wastewater treatment facilities.

04.01.01.05 Policy 4.1.1.5: The Town shall coordinate with Martin County to ensure that urban services such as potable water supply service and wastewater treatment service to be provided by

SMRU to new or existing development outside the municipal boundaries of Town shall occur only when the Comprehensive Plan provisions, Land Development Regulations, and Urban Services Boundary of the County are fully met.

04.01.02.00 OBJECTIVE 4.1.2: To develop and maintain a five-year schedule of capital improvement needs for public infrastructure facilities, to be updated annually in conformance with the review process for the Capital Improvements Element of this plan.

04.01.02.01 Policy 4.1.2.1: Proposed capital improvement projects should be evaluated and annually ranked according to criteria established by the Town Commission. Some policy considerations are:

- a. The proposed project is required to protect the safety, health of the public or fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- b. The proposed project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service or promotes redevelopment.
- c. The proposed project represents a logical extension of facilities and services within a designated service area.
- d. The proposed facility is required to maintain the adopted level of service.

04.01.03.00 OBJECTIVE 4.1.3: To provide effective stormwater management through the use of natural sheet flow and percolation.

04.01.03.01 Policy 4.1.3.1: The Town should continue to regulate development to assure that adequate on-site containment of stormwater is achieved.

04.01.03.02 Policy 4.1.3.2: The Town should Identify and prioritize stormwater and drainage capital improvements in those areas where the sheet flow is interrupted and causing causes flooding of public spaces and streets or rights-of-way and provide capital improvements which will remedy the problems. The Town has undertaken a program of stormwater improvements via exfiltration in conjunction with the repaving of Town roadways.

04.01.05.00 OBJECTIVE 4.1.4: To assure an adequate quantity of high-quality potable water for to meet the needs of current and future residents of the Town and areas served by SMRU.

04.01.05.01 Policy 4.1.4.1: The Town should adopt and implement a water supplemental supply facilities workplan in cooperation with the South Florida Water Management District and Martin County.

04.01.05.02 Policy: The Town of Jupiter Island should continue to investigate the purchase of the water distribution system at the extreme south end of its jurisdiction to assure all Town residents of high quality potable water.

04.01.05.03 Policy 4.1.4.2: The Town should continue to permit disposal of wastewater effluent through the use of septic tanks while protecting the quality of surface and ground water.

04.01.05.04 Policy 4.1.4.3: The Town, during the development of its LDRs, should continue to study water usage and recommendations for reduction of use for irrigation and other non-potable water needs to decrease the demand for potable water purposes and enforce the SFWMD Model Water Conservation Ordinance.

04.01.05.05 Policy 4.1.4.4: The Town should require as a condition of any building permit that the irrigation plan be reviewed for the conservation of potable water.

04.01.05.06 Policy 4.1.4.5: The Town should require all new construction and renovation to utilize ultra-low water conserving plumbing fixtures.

04.01.06.00-OBJECTIVE 4.1.5: To adopt a 10-Year Water Supply Facilities Work Plan for the South Martin Regional Utility (SMRU) that is consistent with the Upper East Coast Regional Water Supply Plan (RWSP) of the South Florida Water Management District (SFWMD).

04.01.06.01 Policy 4.1.5.1: The Town shall coordinate with SFWMD to ~~develop~~ maintain the water supply facilities work plan for potable water supply to serve users within the municipal boundaries of the Town. The Town shall coordinate with SFWMD and Martin County to develop the water supply facilities work plan for users within the urban services district boundaries of unincorporated Martin County who are served by SMRU.

04.01.06.02 Policy 4.1.5.2: The Town shall ~~develop~~ maintain the water supply facilities work plan for SMRU that anticipates supplying potable water to a total population of 29,500 persons (Source: SFWMD 2016 Upper East Coast Water Supply Plan Update) by the year 2040, which includes 3,800 persons as the seasonal peak population of the Town (Source: Data and Analysis).

04.01.06.03 Policy 4.1.5.3: The Town hereby adopts by reference the Ten (10) Year Water Supply Facilities Work Plan 2017 Update prepared by South Martin Regional Utility (SMRU), as a part of this comprehensive plan.

04.01.06.04 Policy 4.1.5.4: The Town shall adopt a revised Ten (10) Year Water Supply Facilities Work Plan -2017 Update as a part of this comprehensive plan within 18 months after the South Florida Water Management District approves the 2016 Upper East Coast Water Supply Plan Update .

04.01.06.06 Policy 4.1.5.5: Any update to the Ten (10) Year Water Supply Facilities Work Plan 2017 Update will be done following the requirements of Chapter 163, Florida Statutes.

04.01.07.00 Objective: ~~To achieve full operation of the 4 mgd reverse osmosis (RO) plant utilizing the Floridian Aquifer, by 2025.~~

04.01.07.01 Policy: ~~The Town shall design and permit the RO plant for a potential capacity of 4mgd when future population increases demands it.~~

04.01.08.00 OBJECTIVE 4.1.6: To protect the surficial aquifers from saltwater intrusion.

04.01.08.01 Policy 4.1.6.1: The Town (SMRU) shall ~~operate~~ maintain operation of the RO Reverse Osmosis Water Treatment Plant to supplement the water supply drawn from the surficial aquifers Surficial Aquifer System at the south plant especially at times of low surficial aquifer recharge rates as in times of drought.

04.01.08.02 Policy 4.1.6.2: The Town shall continue to monitor and protect the surficial aquifer wells from saltwater intrusion and shall limit the use of those wells at the time of low recharge rates.

04.01.09.00-OBJECTIVE 4.1.7: To conserve water resource through the use of water conserving techniques such as water efficient landscaping, ultra-low volume plumbing fixtures, a water conserving

rate structure, a leak detection program, a rain sensor device program, water conservation education, and use of reclaimed water.

04.01.09.01 Policy 4.1.7.1: The Town (SMRU) shall make 100 percent use of reclaimed water at the south system recharging the groundwater system through reclaimed water irrigation.

04.01.09.02 Policy 4.1.7.2: The Town shall make 100 percent use of reclaimed water at the north system by providing reclaimed water to facilities including Loblolly Pines and Medalist Golf Club golf courses for irrigation use.

04.01.09.03 Policy 4.1.3.10: ~~The Town has successfully implemented~~ should maintain and continue to enforce the Mandatory, Year-Round Landscape Irrigation Conservation Measures, as detailed in Chapter 40E-24, Florida Administrative Code F.A.C., through the use of public information and education, announcements, and watering restrictions detailed in monthly newsletters, notices on SMRU water bills, and through notices placed on the Town's website. ~~Enforcement of these mandatory regulations are handled by the Town's Public Safety Department, with warnings and Notices of Violations.~~

COASTAL MANAGEMENT ELEMENT

Purpose

As an element of the Town Comprehensive Plan required by Section 163.3177(6)(g), Florida Statutes, the purpose of the Coastal Management Element is to plan for, and where appropriate, restrict development activities where such activities would damage or destroy coastal resources, and to protect human life and limit public expenditure in areas that are subject to destruction by natural disaster or sea level rise.

The Coastal Management Element ~~support document~~ data and analysis provides inventories and analyses of the following concerns in the coastal area: land use, infrastructure, historic resources, natural resources, estuarine environmental conditions, beach and dune systems, hurricane evacuation, and post-disaster redevelopment.

Located on a barrier island, the Town of Jupiter Island is wholly located within the coastal area and is bounded on the east by oceanic waters and on the west by estuarine waters. The ocean shoreline continues to experience severe erosion, which is being addressed by the on-going beach renourishment program of the Town. Hobe Sound and Jupiter Sound are within the Indian River Lagoon Aquatic Preserve. In addition to these marine ecosystems, the Town is bounded on the north by the Hobe Sound National Wildlife Refuge. Within the southern portion of the Town is another major preserve, the Blowing Rocks Preserve. The Town's location amidst these major coastal environmental systems impacts the Town's future plans.

The Town's plan for coastal resource management is contained within the goals, objectives, and policies in the following section. The protection of natural resources from the impacts of development and protection of the residents from natural disaster and sea level rise will continue to be primary concerns in the Town's future planning.

Goals, Objectives, and Policies

05.01.00.00 GOAL 5.1: To plan for, and where appropriate, restrict development which would damage or destroy the natural, archeological, or historic resources of the coastal area.

05.01.01.00 OBJECTIVE 5.1.1: Land Development Regulations serve to protect, conserve or enhance wetlands and to mitigate the unavoidable adverse impacts of human presence.

05.01.01.01 Policy 5.1.1.1: Marine and estuarine wetlands, including seagrass beds and coastal marshes within shallow estuarine waters, should continue to be protected from dredge and fill activities associated with development through standards that meet or exceed existing Federal, State, County and/or Town regulation of these activities, except in cases necessary to public safety or overriding ecological necessity.

05.01.01.02 Policy 5.1.1.2: Future disruptions or degradation of wetlands should be accompanied by mitigation measures to ensure no net loss in wetland acreage.

05.01.02.00-OBJECTIVE 5.1.2: Land Development Regulations protect, conserve or enhance living marine resources and wildlife habitats in the coastal area.

05.01.02.01 Policy 5.1.2.1: Improvements to the Town's beaches should continue to be implemented in a manner that does not damage or destroy beach wildlife habitats.

05.01.02.02 Policy 5.1.2.2 Beach 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, including Jupiter Island Code, Chapter 3, "Animals", Article II "Sea Turtles"

05.01.03.00 OBJECTIVE 5.1.3: Land Development Regulations continue to protect, conserve or enhance estuarine habitats.

05.01.03.01 Policy 5.1.3.1: Estuarine fauna, including the Florida manatee, should continue to be protected from damage or destruction by establishment of boating speed limits in any designated manatee habitats, and in waters containing seagrass beds.

05.01.03.02 Policy 5.1.3.2: The Town should continue to ~~cooperate~~ align with the ~~existing~~ Indian River Lagoon Aquatic Preserves Management Plan and ~~should cooperate~~ ensure consistency with ~~any relevant~~ future resource protection plans, such as resource planning and management plans or estuarine sanctuary plans developed for the Indian River Lagoon.

05.01.04.00 OBJECTIVE 5.1.4: To maintain or improve estuarine environmental quality.

05.01.04.01 Policy 5.1.4.1: The Town shall continue to oppose discharges from Lake Okeechobee into the St. Lucie Estuary and Indian River Lagoon, and would support low level water releases from Lake Okeechobee during very dry times.

05.01.04.02 Policy 5.1.4.2: The Town will continue to ~~press~~ urge the State and Federal agencies, that are responsible for the discharges and water treatment, to restrict discharges and to move the water south of Lake Okeechobee.

05.01.04.03 Policy 5.1.4.3: The Town shall support efforts by State and Federal agencies to create various types of water storage, such as reservoirs north and south of Lake Okeechobee, aquifer storage, recovery wells, deep injection wells, into which the lake can be discharged.

05.01.04.04 Policy 5.1.4.4: The Town shall foster maintenance of the water quality of the Indian River Lagoon to be maintained at ~~its current~~ the designation of "Good", through cooperation between the Town and other ~~local~~ governments agencies having jurisdiction over the lagoon and its shores.

05.01.04.05 Policy 5.1.4.5: The LDR's shall restrict ~~new~~ point-sources of pollution discharging directly into the Indian River Lagoon, or into canals leading to the lagoon.

05.01.04.06 Policy 5.1.4.6: The LDR's shall require future development on any unfortified areas of the estuarine shoreline that lack wetland vegetation to be planted with native vegetation in order to stabilize the shoreline, limit stormwater run-off and soil erosion, and trap sediments and other non-point source pollutants. Hardening of the shoreline, in the event plantings fail to achieve the purpose, should be undertaken in accordance with state and local regulations. ~~This policy has been implemented.~~

05.01.04.07 Policy 5.1.4.7: The LDR's shall regulate structures that impede circulation patterns in the Indian River lagoon.

05.01.04.08 Policy 5.1.4.8: The LDR's shall restrict activities and land uses known to adversely affect the quality and quantity of natural groundwater, recharge areas, wellhead protection areas and surface waters used as a public water supply.

05.01.04.09 Policy 5.1.4.9: The Town shall vigorously enforce the prohibitions against, modifying, or contaminating, marine grass beds and tidal marsh areas as required by federal, state and local laws.

05.01.04.10 Policy 5.1.4.10: The Town shall assure through development review and approval that conservation lands will be protected or restored by requiring that all pertinent interests provide aquatic weed control, invasive species removal, and the control of contaminants and excess nutrients.

05.01.05.00 OBJECTIVE 5.1.5: To protect the natural functions of the coastal barrier and protect and enhance the ocean beaches and dunes.

05.01.05.01 Policy 5.1.5.1: The Town should continue to implement its on-going beach renourishment or renourishment projects aimed at restoring or maintaining beaches and protecting upland structures for so long as the cost is acceptable to the Town's residents.

05.01.05.02 Policy 5.1.5.2: Future improvements on the beaches of the Town of Jupiter Island should be implemented in a manner that protects the natural functions of the coastal barrier, including nourished or renourished beaches, dunes, or berms.

05.01.05.03 Policy 5.1.5.3: Future construction along the beaches of the Town of Jupiter Island should be implemented in a manner to preserve existing dune vegetation and should provide walk-over structures at points of beach access.

05.01.05.04 Policy 5.1.5.4: Removal of natural existing native dune vegetation, should be prohibited.

05.01.05.05 Policy 5.1.5.5: The Town's general ordinances prohibit, all vehicular traffic on the beach and in primary dunes with the exception of official vehicles.

05.01.05.06 Policy 5.1.5.6: Construction, including erection of new seawalls or repair of damaged seawalls, should be permitted seaward of the Martin County Coastal Construction Control Line only in accordance with applicable Federal, State and local regulations.

05.01.05.07 Policy 5.1.5.7: The Town will work to allow rebuilding of damaged seawalls and other structures appropriate to the character of the Town.

05.01.06.00 OBJECTIVE 5.1.6: To provide for the protection, preservation, or sensitive reuse of historic resources and archaeological resources in the coastal area.

05.01.06.01 Policy 5.1.6.1: The Town will identify any sites that may be eligible for local designation as significant contributors to the aesthetic or architectural character of the community.

05.02.00.00 GOAL 5.2: To continue to provide public access, the same as present, to existing county and federal beaches and shores.

05.02.01.00 OBJECTIVE 5.2.1: To maintain the amount of physical public access to beaches and shores consistent with estimated Town needs.

05.02.01.01 Policy 5.2.1.1: Existing facilities for public access to beaches and shores should be maintained.

05.02.01.02 Policy 5.2.1.2: The existing ~~level~~ locations of public beach access shall be limited to Blowing Rocks Preserve, the Hobe Sound Beach, and the Hobe Sound National Wildlife site.

05.02.02.00 OBJECTIVE 5.2.2: To establish level of service standards and phasing of infrastructure improvements in the coastal area.

05.02.02.01 Policy 5.2.2.1: The level of service standards adopted elsewhere in this Comprehensive Plan for facilities should be applied to all applications for development approval.

05.02.02.02 Policy 5.2.2.2: Developments that would impact existing facilities by reducing the level of service below adopted levels and which are to be constructed prior to the availability of scheduled improvements, should pay for such impacts or provide their own facilities constructed to Town specifications.

05.03.00.00 GOAL 5.3: To protect human life and limit public expenditures subsidizing development in areas subject to destruction by natural disaster or sea level rise.

05.03.01.00 OBJECTIVE 5.3.1: To maintain or reduce hurricane evacuation times.

05.03.01.01 Policy 5.3.1.1: ~~Deficiencies in the Town's local hurricane evacuation plan should be identified and remedied. The Town should investigate further the need to revise the designated evacuation routes set forth in the Martin County Hurricane Evacuation Plan.~~ Maintain an effective Town Hurricane Evacuation Plan that ensures the orderly and rapid evacuation of the Town in the event of an impending hurricane.

05.03.01.02 Policy 5.3.1.2: The Town will coordinate with Martin County Emergency Management personnel to help ensure that traffic control points along the Town's evacuation routes are properly manned during evacuation.

05.03.01.03 Policy 5.3.1.3: All future improvements to roadways along local evacuation routes should include remedies for any existing flooding ~~problems~~ and any other hazard or transportation constraints.

05.03.01.04 Policy 5.3.1.4: The Town shall continue to cooperate with the Treasure Coast Region and ensure consistency with the Martin County Hurricane Evacuation Plans. Specific procedures for integration into the county and regional hurricane evacuation plans should be adopted.

05.03.02.00 OBJECTIVE 5.3.2: To direct population concentrations away from known or predicted coastal high-hazard areas.

05.03.02.01 Policy 5.3.2.1: ~~The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.~~ Discourage new development in the Coastal High Hazard Area, defined as the area below the elevation of the category 1 storm surge

line, as established by a Sea, Lake, and overland Surges from Hurricane (SLOSH) computerized storm surge model.

05.03.03.00-OBJECTIVE 5.3.3: To limit public expenditures that subsidize development permitted east of existing primary dune except for restoration, protective measures or enhancement of natural resources.

05.03.03.01-Policy 5.3.3.1:-Town-funded public structures and facilities should not be built east of the existing primary dune except for purposes of public access or resource restoration.

05.03.03.02 Policy 5.3.3.2: The hazard mitigation annex of the Martin County Comprehensive Emergency Management Plan and interagency hazard mitigation reports should be reviewed in order to identify specific actions that could be implemented to reduce exposure to natural hazards or sea level rise.

05.03.03.03 Policy 5.3.3.3: Monitor and maintain the established Erosion Control Line along the length of the permitted beach nourishment project shoreline and extend the Erosion Control Line where needed to support the expansion of beach nourishment where appropriate, thereby limiting seaward encroachment of development in those areas.

05.03.04.00 OBJECTIVE 5.3.4: To prepare post-disaster redevelopment plans that will reduce or eliminate the exposure of human life and public and private property to natural hazards.

05.03.04.01-Policy 5.3.4.1: The Town will provide immediate response to post-hurricane situations.

05.03.04.02-Policy 5.3.4.2: The Town's Emergency Management Plan, General orders 9.2.3 outlines specific steps to be taken to institute post-disaster recovery operations.

05.03.04.03 Policy 5.3.4.3: The Town shall support the Martin County Post Disaster Redevelopment Plan.

05.03.05.00-OBJECTIVE 5.3.5: To coordinate coastal area population densities with appropriate regional or local hurricane evacuation plans.

05.03.05.01-Policy 5.3.5.1: The sole evacuation route within the Town is Bridge Road (CR 708). The Martin County Hurricane Evacuation Plan directs Town residents who reside north of Bridge Road to use Bridge Road for evacuation and are then directed north onto either AIA and U.S. 1. Town residents who reside south of Bridge Road are directed south to evacuate the Island and then directed north on U.S. 1 or to the Florida Turnpike for evacuation of the area.

05.03.06.00-OBJECTIVE 5.3.6: Development and redevelopment projects shall be reviewed to eliminate inappropriate and unsafe buildings and structures in coastal areas when opportunities arise.

05.03.06.01-Policy 5.3.6.1: The Town's Land Development Regulations shall be amended to include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

05.03.06.02 Policy 5.3.6.2: The Town's Land Development Regulations shall be amended to encourage the use of best practices development and redevelopment principles , strategies, and

engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency .

~~05.03.06.03~~ Policy 5.3.6.3: The Town's Land Development Regulations shall be amended to identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

~~05.03.06.04~~ Policy 5.3.6.4: The Town's Land Development Regulations ~~are currently~~ shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in Title 44 C.F.R. Code of Federal Regulations, Part 60.

~~5.3.6.6~~ Policy 5.3.6.5: The Town's Land Development Regulations ~~currently~~ shall require that any construction activities seaward of the Coastal Construction Control Line are established pursuant to s. 161.053 ~~be~~ are consistent with chapter 161.

~~05.03.06.06~~ Policy 5.3.6.6: ~~The Town does participate in the National Flood Insurance Program Community Rating System ("CRS") administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents. The Town's current ISO CRS rating is a 7, which results in a 15% flood insurance premium discount for property owners located in a Special Flood Hazard Area.~~ Participate in the National Flood Insurance Program Community Rating System as administered by FEMA and endeavor to improve the Town Community Rating System rating.

~~05.04.00.00~~ GOAL 5.4: To coordinate and cooperate with other local governments in coastal resource protection and management efforts.

~~05.04.01.00~~ OBJECTIVE 5.4.1: To establish an intergovernmental coordination mechanism with adjacent local governments and Federal/State park counterparts, consistent with the policies of the Intergovernmental Coordination Element of this Comprehensive Plan, for area-wide conservation of coastal resources.

~~05.04.01.01~~ Policy 5.4.1.2: The Town shall review comprehensive plans of adjacent municipalities, Federal and State parks, and Martin County to determine whether or not coastal resources are being managed in a consistent manner.

~~05.04.01.02~~ Policy 5.4.1.3: The Town should continue to participate in the coordination effort on the Saint Lucie Inlet Management Plan as outlined in the Interlocal Agreement between the Town and Martin County.

~~05.04.01.03~~ Policy 5.4.1.4: The Town shall adopt by reference the Martin County Manatee Protection Plan as it applies to coastal and Intracoastal waters of the Town.

~~05.04.01.04~~ Policy 5.4.1.5: The Town shall adopt by reference the Martin County Boat Facility Siting Plan except that nothing herein shall preclude the maintenance or expansion of the Jupiter Island Club Marina nor shall it prevent the creation of future docking facilities at the Hobe Sound Yacht Club.

~~05.04.02.01~~ Policy 5.4.1.6: The Town shall actively pursue any opportunity to obtain easements which would not unreasonably encumber the use of private property.

New Coastal Management Policies for Consideration:

Policy Prohibit development that produces changes in the tidal flushing and tidal circulation patterns except in cases necessary to public safety, overriding ecological necessity, or in cases where superseding external agencies with jurisdictional permitting authority grant permitting for such proposed development, where the adverse impacts of development must be minimized and mitigated.

Policy Restrict the development of spoil islands (i.e., artificial islands created with dredged material) to remain as open space, recreational, and/or conservation areas with minimal improvements not requiring public facilities to be used only for passive uses that minimizes any adverse environmental impacts.

Policy Prohibit development that adversely impacts submerged lands and the habitats of aquatic fish and wildlife except where such proposed development demonstrates such impacts are absolutely necessary to the wellbeing of the Town, conditions of ecological necessity are present, and Environmental Resource Permitting has been obtained from the requisite external agencies.

Policy Prohibit development from inflicting any adverse impacts to any sensitive marine habitats except in cases necessary to public safety or overriding ecological necessity, or where an abject need is proven to exist.

OBJECTIVE : Protect and prioritize water quality through limiting the human-caused adverse impacts on the Indian River Lagoon.

Policy Prioritize the transition from Onsite Sewage Treatment and Disposal Systems (commonly referred to as septic systems), to reduce nitrate and phosphate leaching into critical environmentally sensitive marine habitats and surface waters.

Policy: Identify, minimize, and mitigate any new and/or existing non-point sources of pollution that may arise from the use of Onsite Sewage Treatment and Disposal Systems, household chemicals, landscaping runoff, et cetera.

Policy: Work cooperatively with Martin County using vulnerability assessments to identify and implement resiliency projects addressing sea level rise and flooding impacts on public infrastructure, health, and safety.

Policy Discourage uses other than water-dependent uses and uses of ecological importance seaward of the Coastal Construction Control Line.

Policy Any development that may occur east of the Coastal Construction Control Line, as defined in Chapter 161, Florida Statutes, must be consistent with the requirements for coastal construction established therein.

Policy Require that all development in Federal Emergency Management Agency (FEMA) Flood Zones V, VE, or V1-V30 be elevated above 100-year flood elevations on reinforced

pilings set to a suitable depth as to prevent structural damage in the event of storm surge or major erosion event.

Policy: Require the planting and maintenance of native vegetation on all dunes to maintain the existing dune crest and mitigate major erosion events.

Policy: Structures receiving storm damage in excess of 50% of their appraised value shall be rebuilt and must be reconstructed and/or rehabilitated to meet all current laws and ordinances, including those enacted since construction of the subject structure.

Policy Consider the adoption and implementation of Adaptation Action Areas for coordination with Martin County to maintain consistency with Martin County and regional coastal planning and conservation efforts.

CONSERVATION ELEMENT

Purpose

As an element of the Town Comprehensive Plan required by Section 163.3177(6)(d), Florida Statutes, the purpose of the Conservation Element is to promote the conservation, use and protection of natural resources and ultimately to protect and enhance the public health, safety and welfare and the quality of the environment.

The Conservation Element supporting data and analysis ~~support document~~ describes the natural resources of the Town and their significance to the unique quality of life in the Town. The resources inventoried include adjacent water bodies, ground water resources, wetlands, flood plains, minerals, soils, vegetative communities, wildlife, and air quality. Due to its the Town's location on a coastal barrier island, the Town contains a wealth of natural resources whose protection and wise use are of primary concern in the community's future planning.

The Conservation Element Goals, Objectives and Policies, set forth below, are the narrative of the Town's plan for conservation of natural resources in the future. The main issues to be addressed, as identified in the Conservation support document, are beach erosion control and monitoring of biological impacts, residential development intensity, and conservation of potable water resources.

Goals, Objectives, and Policies

06.01.00.00 GOAL 6.1: To Conserve, protect, and appropriately manage the natural environment of the Town ensure the highest possible environmental quality, limit impacts to natural resources, and to provide the factors that affect conservation.

06.01.01.00 OBJECTIVE 6.1.1: ~~To meet or exceed the minimum air quality levels~~ Maintain an average Air Quality Index of "Good," as established by the Florida Department of Environmental Protection (FDEP).

06.01.01.01 Policy 6.1.1.1: The Town is willing to cooperate with the State and/or Martin County in monitoring air quality.

06.01.01.02 Policy 6.1.1.2: The Town will continue to prohibit the establishment of industrial uses within the Town, which could have an adverse impact on air quality.

06.01.01.03 Policy 6.1.1.3 [MISSING POLICY FROM ADOPTED DRAFT]

06.01.01.04 Policy 6.1.1.4: The Town promotes alternative transportation modes such as golf carts, as a means of protecting air quality and providing for energy conservation to reduce air pollution and support energy conservation.

06.01.01.05 Policy 6.1.1.5: The Town will continue to maintain the "Ramble" as a pedestrian walking path south of Grenville Road and a bike or walking path from Grenville Road to Estrada Road.

06.01.02.00 OBJECTIVE 6.1.2: To protect the environmental quality of the Indian River Lagoon as set forth in the Coastal ~~Zone~~ Management Element Goals, Objectives and Policies.

~~06.01.02.01~~ **Policy 6.1.2.1:** The Town should cooperate with all Federal, State and regional regulatory agencies with jurisdiction over wetlands to improve compliance with State and Federal regulations.

~~06.01.03.00~~ **OBJECTIVE 6.1.3:** To conserve the potable water resources of the Town by reducing the amount of water used for irrigation by a factor of five percent (5%) for the period 2025 to 2035.

~~06.01.03.01~~ **Policy 6.1.3.1:** The Town shall promote water conservation practices by residents of the Town and encourages the use of water-conserving appliances.

~~06.01.03.02~~ **Policy 6.1.3.2:** The Town should cooperate with SFWMD requests for implementation of emergency water conservation measures.

~~06.01.03.03~~ **Policy 6.1.3.3:** The Town shall coordinate with SFWMD to develop a plan to reduce the use of the potable water supply to serve the irrigation needs of users within the municipal boundaries of the Town. The Town shall coordinate with SFWMD and Martin County to develop a plan to reduce the use of potable water supply to serve the irrigation needs of users within the urban services district boundaries of unincorporated Martin County who are served by SMRU. The Town shall develop such a plan for SMRU that anticipates the irrigation needs of a total population of 29,500 persons (Source: SFWMD Upper East Coast Water Supply Plan) in its service area by the year 2040, which includes 3,800 persons as the seasonal peak population of the Town (Source: Data and Analysis).

~~06.01.03.04~~ **Policy 6.1.3.4:** The Town encourages water-conserving landscaping principles, including the use of:

- a. Highly drought-resistant plant materials;
- b. Limiting the areas of turf cover to areas where functional benefits are provided;
- c. Efficient irrigation systems and;
- d. The use of soil improvements and mulches to improve water holding capacity.
- e. Improved turf grasses which are Florida friendly and salt tolerant should be identified for future use in the Town.

~~06.01.03.05~~ **Policy 6.1.3.5:** The Town requires that irrigation plans be reviewed for the conservation of water as provided in the Florida Building Code.

~~06.01.03.06~~ **Policy 6.1.3.6:** The Town requires that all new construction and renovation utilize ultra-low water conserving plumbing fixtures provided in the Florida Building Code.

~~06.01.03.07~~ **Policy 6.1.3.7:** The Town's LDR's include the SFWMD's Surface Water Improvement and Management Plan (SWIM) and future modifications.

~~06.01.03.08~~ **Policy 6.1.3.8:** The Town requires a detailed study of water usage and recommendations for reduction of use for irrigation purposes.

-[OBJECTIVES AND POLICIES MISSING FROM ADOPTED DRAFT]

~~06.01.05.00~~ **OBJECTIVE 6.1.5:** To conserve the soils and minerals of the Town.

06.04.05.01 Policy 6.1.5.1: Soil erosion is minimized by consideration of topography, hydrology and vegetative cover in review of site development plans.

06.04.05.02 Policy 6.1.5.2: The Town assists the United States Department of Agriculture (USDA) ~~USDA~~ Soil Conservation Service-in any activities or programs directed at minimizing soil erosion.

06.04.05.03 Policy 6.1.5.3: The Town conserves possible mineral resources by prohibiting mining and excavation activities.

06.04.06.00-~~OBJECTIVE 6.1.6:~~ To appropriately manage and protect the Town's vegetative communities.

06.04.06.01 Policy 6.1.6.1: The natural vegetative communities of the Town should continue to be protected through the designation of large vegetative areas as conservation areas, and through landscaping or other regulations designed to preserve natural and planted vegetation.

06.04.06.02 Policy 6.1.6.2: Dune vegetation on Town beaches should be maintained and protected as set forth in the Coastal Zone Management Element goals, objectives and policies.

06.04.06.03 Policy 6.1.6.3:-The Town's LDR's shall protect the Indian River Lagoon, the natural vegetative communities, near shore reefs, and the mangrove wetlands from degradation associated with development or redevelopment. ~~This policy has been implemented.~~

06.04.07.00 ~~OBJECTIVE 6.1.7:~~ To protect wildlife habitats and wildlife species, which are endangered and threatened species, and species of special concern, as set forth in the Coastal Zone Management Element goals, objectives and policies.

06.04.07.01 Policy 6.1.7.1: The Town's Public Safety Department enforces the applicable federal and state regulations restricting activities which adversely affect the survival of endangered and threatened species and species of special concern.

06.04.08.00-~~OBJECTIVE 6.1.8:~~ To continue to seek, through joint private, federal, state, county and town partnerships, the acquisition of environmentally sensitive lands which protect unique, rare or endangered habitats and enhance the survival of endangered flora and fauna species for conservation and stewardship of critical environmentally sensitive habitats.

06.04.08.01-~~Policy 6.1.8.1:~~ The Town shall continue to make its best efforts, through joint private, federal, state, county and town initiatives to acquire for public ownership environmentally sensitive habitats, which enhance the survival of endangered flora and fauna species.

6.1.9.1-~~OBJECTIVE 6.1.9:~~ To properly store, collect, and dispose of hazardous and toxic wastes.

6.1.9.1-~~Policy 6.1.9.1:~~ The Town prohibits the establishment of uses classified as hazardous waste generators as defined by the U.S. Department of Environmental Protection .

6.1.9.3-~~Policy 6.1.9.2:~~ The Town cooperates with Martin County and provides the Town 's citizens with information on the types of and best practices for the disposal of small amounts of toxic and hazardous wastes.

06.04.09.03-Policy 6.1.9.3: Town should adopt an ordinance on the collection of hazardous and toxic wastes.

New Conservation Policies for Consideration:

Policy : Pursue the elimination of Onsite Sewage Treatment and Disposal Systems (commonly referred to as septic systems) through the implementation of sanitary sewer throughout the Town.

Policy : Where sewer connections are not feasible, require the implementation of package sewage treatment plant systems or other nitrogen reducing Onsite Sewage Treatment and Disposal Systems as interim measures, providing that such facilities are designed in compliance with the Federal Environmental Protection Agency (EPA) Clean Water Act and the provisions of the Indian River Lagoon Basin Management Action Plan.

Policy Protect against loss of air quality by maintaining land use controls that promote only activities compatible with existing land uses and natural systems and prohibit activities that generate air pollutants and other adverse impacts on the environmentally fragile coastal ecosystem.

Policy Require erosion and dust control measures on cleared or disturbed sites to prevent fugitive dust and stabilize exposed soil.

Policy : To achieve a reduction in the current rates of water consumption, implement the following performance standards in the Town Land Development Regulations:

- a. Encourage the use of reclaimed water for high-capacity needs, such as irrigation through targeted initiatives.
- b. Discourage the use of potable water for irrigation where non-potable alternative sources are available.
- c. Reduce demand for irrigation water that often increases reliance on potable sources, by ensuring that at least 30% of all off-site landscaping materials used are native plant species adapted to the site's soil and climate conditions.
- d. Mandate that at least 50% of all trees used in landscaping are native species suited to on-site soil and climate conditions to further reduce water demand.

Policy : Require proposed developments to establish and maintain a vegetated and functional littoral zone as part of the surface water management system for any marine wetlands occurring on all properties, consistent with FDEP standards, which satisfies the following requirements:

- a. Typical cross sections of the surface water management system showing the average water elevation and the three (3) foot contour (i.e., below average elevation);
- b. Specify how vegetation is to be established within this zone, including the extent, method, type, and timing of any planting to be provided;
- c. A list of the vegetation species to be included in the littoral zone that must be entirely native to the region and maintained as a permanent part of the water management system;
- d. Provide a description of any management procedures to be followed in order to ensure the continued viability and health of the littoral zone; and

- e. A minimum of ten (10) square feet of vegetated littoral zone per linear foot of lake shoreline established as part of the surface water management system.

RECREATION AND OPEN SPACE ELEMENT

Purpose

The purpose of the Recreation and Open Space Element is to plan for a comprehensive system of public and private recreation and open space sites which are available to the public. The Recreation and OpenSpace support document presents an inventory and analysis of existing and future recreation and open space resources.

As an element of the Town Comprehensive Plan required by Section 163.3177(6)(e), Florida Statutes, the purpose of the Recreation and Open Space Element is to guide the development and maintenance of a comprehensive system of public and private recreation and open space resources available to the public. This element is supported by an inventory and analysis of existing conditions and future needs.

The recreational resources of the Town include the private recreational facilities of the Jupiter Island Club. The club operates four major facilities for use of members and guests, including the golf course and club house, tennis club and courts, the main club facility, the Inn, Tangerine Theater, and the Beach Club. In addition, many of the large single-family homes in the community have private tennis courts or swimming pools. Public recreational facilities in or near the Town include the Hobe Sound Public Beach, the Hobe Sound National Wildlife Refuge, and Blowing Rocks Preserve. The purpose of the Recreation and Open Space Element is to plan for a comprehensive system of public and private recreation and open space sites which are available to the public.

The Recreation and Open Space support document presents an inventory and analysis of existing and future recreation and open space resources. The recreational resources of the Town include the private recreational facilities of the Jupiter Island Club.

The Town's plan for future recreation and open space is set forth in the goals, objectives, and policies presented below. Maintenance of the Jupiter Island Beach Club and other private recreational opportunities is expected to continue in the future. Public parks and conservation/open space areas are also expected to continue to contribute to the recreational opportunities available both to the Town's residents and to the general public. In accordance with the Coastal Management goals, objectives, and policies, further development of public beach access with parking facilities within the Town is not planned.

Goals, Objectives, and Policies

07.01.00.00 GOAL 7.1: To ensure provision of sufficient parks, high-quality recreational facilities and open space areas to satisfy the health, safety, and welfare needs of Town residents, including special groups such as the elderly and handicapped persons with disabilities.

07.01.01.00-OBJECTIVE 7.1.1: To protect lands designated for open space from incompatible land uses.

07.01.01.02-Policy 7.1.1.1: The Town should require the provision of open space within future development sites.

07.01.01.03-Policy 7.1.1.2: The Town's LDR's ensure that there will not be a reduction in the amount of open space from that which is currently permitted in the codes.

07.01.02.00-OBJECTIVE 7.1.2: To acquire and maintain environmentally sensitive lands that promote greenways and lands suitable for outdoor recreation through the Town's continuing

partnership with The Nature Conservancy, the National Wildlife Refuge, and with other federal, state or local agencies in future acquisitions.

~~07.01.02.01~~ **Policy 7.1.2.1**: The Town shall continue to coordinate with private, state, federal, and county agencies to identify natural area greenways and wildlife corridors which link existing parks, preserves, and similar areas for conservation and habitat purposes.

~~07.01.03.00~~ **OBJECTIVE 7.1.3: To protect existing public access to the public beaches.**

~~07.01.03.03~~ **Policy 7.1.3.1**: The Town ~~Comprehensive Plan~~ should continue to allow existing public beach access points as set forth in the Coastal Zone Goals, Objectives and Policies.

~~07.01.03.04~~ **Policy 7.1.3.2**: No further public beach access points that include public parking areas shall be developed within the Town of Jupiter Island.

~~07.01.03.05~~ **Policy 7.1.3.3**: No further public beach access points that include public parking areas shall be developed within the Town of Jupiter Island.

~~07.01.03.06~~ **Policy 7.1.3.4**: The Town's LDR's shall acknowledge and protect the public nature of the beach located seaward of the mean high water line.

~~07.01.03.07~~ **Policy 7.1.3.5**: The Town's LDR's shall include an ordinance specifically protecting the points of access: at The Nature Conservancy's Blowing Rocks Preserve, the Hobe Sound Public Beach and the Hobe Sound National Wildlife Refuge.

INTERGOVERNMENTAL COORDINATION ELEMENT

Purpose

The purpose of the Intergovernmental Coordination Element is to identify and resolve incompatible goals, objectives, and policies and development proposed in local government comprehensive plans and to determine and respond to the need for coordination processes and procedures with adjacent local governments, and regional and state agencies. The purpose of the Intergovernmental Coordination Element is to coordinate relationships and to establish the principles and guidelines to be used for joint planning initiatives and coordination with adjacent local governments and other external governmental and quasi-governmental agencies. As an element of the Town Comprehensive Plan required by Section 163.3177(6)(h), Florida Statutes, the Intergovernmental Coordination Element endeavors to ensure that opportunities for joint planning are identified and coordinated, potential disputes are resolved, and interlocal agreements are implemented into the Town's planning processes.

Further, the Intergovernmental Coordination Element provides the principles and guidelines to be used in accomplishing the coordination of the Town's Comprehensive Plan with the plans of the school board and other units of local government providing services but not having regulatory authority over land use.

The Intergovernmental Coordination Element supporting data and analysis document provides an inventory of existing coordinating mechanisms between the Town and adjacent local governments, including Palm Beach County, the Village of Tequesta, and Martin County, School Boards, local service providers, independent special districts, regional planning agencies, and state agencies. The Town will continue to monitor its interactions with other agencies and make adjustments as needed.

The goals, objectives, and policies that follow embody the Town's plan for meeting the purpose of this element in the future. Reviews of the Comprehensive Plans for the Village of Tequesta and Martin County should be undertaken as they become available in order to determine the need for additional coordination as future development occurs.

Goals, Objectives, and Policies

08.01.00.00 GOAL 8.1: To extend the best cooperative efforts of all municipal agencies to the citizenry, Maintain and strengthen coordination with neighboring municipalities, Martin County, regional planning agencies, special districts, Martin County School Board and all State and Federal agencies, toward the general purpose of effective and responsive operation of government in the geographic area of concern to advance the Town's vision.

08.01.01.00 OBJECTIVE 8.1.1: To encourage the maximum participation of the Town's residents in the comprehensive planning process.

08.01.01.01 Policy: The Town should ~~adopt~~ develop a public participation program that ensures adequate information exchange between the Town government and the citizens and that provides for active involvement by the citizens in the comprehensive planning process.

08.01.02.00 OBJECTIVE 8.1.2: To coordinate future land use decisions within the area of concern. Coordinate land use, planning and development decisions with adjacent jurisdictions and relevant agencies.

08.01.02.01 Policy 8.1.2.1: The Town does not intend to annex additional lands unless such annexation is determined by special study to have a favorable cost/revenue ratio.

08.01.02.02 Policy 8.1.2.2: ~~The Town shall~~ Continue to cooperate with the ~~SFWMD~~ South Florida Water Management District (SFWMD) toward the implementation of the Upper East Coast Regional Water Supply Plan (~~RWSP~~) and the protection of the surficial aquifers from saltwater intrusion.

08.01.02.03 Policy 8.1.2.3: The Town shall continue to work in partnership with Martin County and other municipalities to coordinate and address impacts on adjacent municipalities and to coordinate the establishment of level of service standards.

08.01.03.00 OBJECTIVE 8.1.3: To coordinate coastal resources management within the coastal area of concern.

08.01.03.01 Policy: ~~The Town developed a revised Emergency Management Plan in coordination with the Martin County Comprehensive Emergency Management Plan.~~

08.01.03.02 Policy 8.1.3.1: ~~The Town should continue to~~ Coordinate with Martin County, FDEP, Palm Beach County, and Jupiter Inlet Navigational Districts to ensure that the Town is apprised in advance of any proposed inlet improvements, dredging, beach nourishment, sand transfer facilities, and other inlet and shoreline protection structures that ~~have an impact on the Town's beaches~~ may impact the Town's coastal areas.

08.01.03.03 Policy 8.1.3.2: The Town should continue to coordinate its recreation plan with the Florida Department of Environmental Protection (FDEP) Division of Recreation and Parks and Martin County's ~~recreation program~~ Department of Parks and Recreation regarding Town recreational areas and open spaces.

08.01.03.04 Policy 8.1.3.3: ~~The Town should continue to cooperate~~ Proactively cooperate with the FDEP's Florida Coastal Office in administration of the Indian River Lagoon Aquatic Preserve Management Basin Management Action Plan (BMAP), even though the Town does not fall within the current BMAP, which applies to the estuarine waters adjacent to Jupiter Island. Construction, excavation or other activities waterward of the mean high water line that can impact on estuarine environmental quality should continue to be coordinated with the FDEP.

08.01.03.04 Policy 8.1.3.5: Maintain coordination and cooperative joint planning efforts with the FDEP, US Army Corps of Engineers, Bureau of Ocean Energy Management, and other jurisdictional reviewing and permitting agencies regarding any activities that may impact shoreline, bathymetric, or benthic resources in the Indian River Lagoon.

08.01.03.05 Policy 8.1.3.6: ~~The Town should~~ Continue to coordinate with the FDEP Office of Resiliency and Coastal Protection, the Army Corps of Engineers (USACE), and Martin County regarding any regional sand supply, submerged lands leases, beach renourishment and dune restoration projects, with the FDEP Division of Beaches and Shores, and the Corps of Engineers through formal review and permitting procedures, as well as with Martin County through the Interlocal Agreement.

08.01.03.06 Policy: ~~The Town should continue to locally administer the Coastal Construction Control Line permitting program within its boundaries, in coordination with the FDEP.~~

~~08.01.03.07 Policy: The Town should continue to update its coastal construction codes in accordance with any revisions made in the Department of Economic Opportunity (DEO) model coastal construction code.~~

~~08.01.03.08 Policy 8.1.3.7: The Town should continue to cooperate Coordinate with the Department of Environmental Protection FDEP in the administration of the Erosion Control Line Program.~~

~~08.01.03.09 Policy: The Town should continue to participate in and cooperate with State and local programs which acquire environmentally sensitive lands, and protect the natural environment.~~

~~08.01.04.00 Objective Policy 8.1.2.4: To ensure consistency of Encourage alignment between the Town Comprehensive Plan goals, objectives, and policies within the area of concern with and the Treasure Coast Regional Planning Council's Strategic Regional Policy Plan.~~

~~08.01.04.01 Policy 8.1.2.5: The Town should review the comprehensive plan goals, objectives and policies of the Village of Tequesta, Martin County and the Regional Policy Plan in comparison with the Town's plan, in order to Review the comprehensive plans of neighboring jurisdictions, including Martin County, Palm Beach County, and the Village of Tequesta, to identify potential conflicts and any need for further coordination efforts.~~

~~08.01.04.03 Policy 8.1.2.6: The Town should utilize the Where the Town is unable to resolve intergovernmental conflicts with local jurisdictions, the Town Commission will determine appropriateness for the respective issues to be mediated through the Treasure Coast Regional Planning Council's informal mediation process processes for resolving conflicts with other local governments, as outlined in Florida Statutes.~~

08.01.05.00 Objective: To ensure consistency of the Town's Comprehensive Plan with the State of Florida Comprehensive Plan.

08.01.05.01 Policy: The Town should continue coordination of the Comprehensive Plan with the DEO to ensure consistency with the State Comprehensive Plan and compliance with State regulations.

08.01.06.00 Objective: To ensure the coordination of coastal area population densities with appropriate regional or local evacuation plans.

08.01.07.00 Objective: To limit public expenditures that subsidize development in high-hazard coastal areas.

08.01.07.01 Policy: The Town's Land Development Regulations should require all redevelopment to meet new, safer construction standards as established in the Florida Building Code.

~~08.01.08.00 Objective Policy 8.1.2.7: To communicate with the The Town should maintain active communication with the Martin County School Board to jointly establish cooperation and coordination between the Town and the School Board.~~

08.01.09.00 Objective: To Communicate with Martin County to jointly establish cooperation and coordination between the Town and Martin County.

08.01.09.01 Policy: The Town shall enter into negotiations with Martin County to create Joint Planning Agreement with Martin County which will controls any sale of right-of-way, the width of

pavement, use of roads for bicycles and golf carts, landscaping within rights-of-way and any other issues which would change the character and ambiance of the Town.

~~08.04.10.00~~ OBJECTIVE 8.1.4: To ensure a meaningful and on-going process for collaborative planning and intergovernmental coordination service delivery between the Town (SMRU) South Martin Regional Utility (SMRU) and Martin County in regard to for water supply, conservation, and reuse and water supply project issues.

~~08.04.10.01~~ Policy 8.1.4.1: The Town (SMRU) shall Promote intergovernmental coordination with Martin County and the Village of Tequesta by sharing information regarding water supply needs, in the implementation of alternative water supply projects, including reuse, conservation, and establishing LOS standards. Share data and planning information with Martin County regarding water supply needs, alternative water supply projects, including reuse, conservation, and establishing LOS standards through the SMRU.

~~08.04.10.02~~ Policy 8.1.4.2: Secure the cooperation of neighboring jurisdictions and/or service providers through Interlocal agreements and intergovernmental coordination that address how interconnects, supply costs, and costs for impacts to public facilities and services (particularly water and sewer systems), will be borne and by whom, when the impacts are imposed upon the affected entities, jurisdictions and/or service providers.

~~8.1.11.1~~ OBJECTIVE: To promote fair and equitable dispute resolution with other jurisdictions as they may arise in the future.

~~8.1.11.2~~ Policy: The Town shall utilize the dispute resolutions processes as prescribed in Section 186.509 F.S. if such disputes arise between the Town and other jurisdictions in the Town's geographic sphere.

~~05.04.01.01~~ Policy 8.1.3.8: The Town shall review comprehensive plans of adjacent municipalities, Federal and State parks, and Martin County Participate in the review of planning documents to ensure alignment with the Town vision and to maintain ~~to determine whether or not coastal resources are being managed in a consistent manner consistency~~ with the Town's coastal planning efforts.

~~05.04.01.02~~ Policy 8.1.3.9: The Town should Continue to participate in the joint planning and coordination efforts on the regarding the St. Saint Lucie Inlet Management Plan as outlined in the Interlocal Agreement between the Town and Martin County.

~~05.04.01.03~~ Policy 8.1.3.10: The Town shall Adopt by reference the Martin County Manatee Protection Plan as it applies to coastal and Intracoastal waters of the Town.

~~05.04.01.04~~ Policy 8.1.3.11: The Town shall adopt by reference the Martin County Boat Facility Siting Plan except that nothing herein shall preclude the maintenance or expansion of the Jupiter Island Club Marina nor shall it prevent the creation of future docking facilities at the Hobe Sound Yacht Club.

Policy 8.1.X.X: Continue to administer mangrove trimming and permitting as delegated by FDEP.

CAPITAL IMPROVEMENTS ELEMENT

Purpose

As required by Section 163.3177(3)(a), Florida Statutes, the Town's Capital Improvements Element endeavors to outline and respond to the demand for public services, establish a 5-year Capital Improvement Program (CIP) consistent with the Town long-range budget projections, and ensure the level of service (LOS) standards established in the Town Comprehensive Plan are consistent and achieved. The purpose of the Capital Improvements Element is to provide for public facilities while ensuring fiscal solvency and equitably meeting the needs of Town residents.

Every year the appendix shall be updated with the most recently adopted version of the CIP and shall include a five-year schedule of capital improvements.

Goals, Objectives, and Policies

09.00.00.00 GOAL 9.1: ~~To Undertake capital improvements necessary to keep the Town's present public facilities in good condition and to accommodate new development, while following sound fiscal practices and the requirements of current~~ consistent with the requirements Florida Statutes and the Town administrative code.

09.01.01.00 OBJECTIVE 9.1.1: ~~To Utilize the Capital Improvements Element as a means to assess the Town's~~ as a tool to assess potential public facility deficiencies and to achieve an affordable implementation schedule.

09.01.01.02 Policy 9.1.1.1: ~~The Town shall Continue the annual preparation to~~ annually prepare and update of a five-year Capital Improvement Program CIP, including a one-year capital budget, based on decisions and priorities as outlined in the Comprehensive Plan.

09.01.01.03 Policy: "In setting priorities, the following order should be used:

1. Public safety implications: a project to address immediate threats to public safety will receive first priority.
2. Level of service or capacity problems: next in priority would be projects needed to maintain the stated level of service.
3. Ability to finance: a third criterion is the budgetary impact; will it exceed budget projections?
4. Quality of life projects: priority should next be given to those projects not in categories 1, 2 or 3 but that would enhance the quality of life."

09.01.01.04 Policy: ~~The Comprehensive Plan should guide the decisions to fund Capital Improvements and to guide the priorities among them.~~

09.01.01.04 Policy: ~~The operating budget shall continue~~ Continue to accommodate annual replacements such as police cars, major pieces of equipment and street renovations in the operating budget.

09.01.02.00 Objective Policy 9.1.1.2: ~~To use~~ Utilize the Future Land Use Plan and financial analyses of the kind contained Town's Comprehensive Plan and adopted LOS standards established

herein as a basis for reviewing development applications ~~in order~~ to maintain adequate levels of service.

~~03.01.02.01 Policy 9.1.1.3:~~ ~~The Town should examine the capacity of existing infrastructure and essential services and plan, through the Capital Improvements Element of the Comprehensive Plan, for needed improvements to serve new housing. Examine the capacity of existing infrastructure and service delivery to plan for necessary improvements to support the Town vision.~~

~~09.01.06.01 Policy 9.1.1.4:~~ Any capital improvements projects defined in the future shall be evaluated and ranked in order of priority according to the following guidelines:

- a. Whether the project is needed to protect public health and safety, to fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- b. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development.
- c. Whether the project represents a logical extension of facilities and services.
- d. Whether the project is financially feasible based on the established criteria for evaluating capital improvement projects.
- e. If public facilities are developer-provided, they shall accommodate public facility demands based upon adopted Level of Service standards.
- f. Effects upon appropriate State agency and/or Water Management District facilities plans shall be evaluated.
- g. Updated every year to reflect a 5-year projection of Capital Expenditures.

OBJECTIVE 9.1.2: Provide adequate public facilities access and minimize the adverse effects of development by establishing level of service (LOS) standards that maintains access for all.

~~09.01.02.01 Policy 9.1.2.1:~~ ~~The level of service standard for drainage shall~~ Maintain a minimum LOS for stormwater and drainage to be adequately accommodate stormwater runoff from a 24-hour, five-year frequency storm, with a design safety factor of 20% and on-going maintenance of the stormwater drainage systems.

~~09.01.02.02 Policy 9.1.2.2:~~ ~~The level of service standard for the water system shall be~~ Maintain a potable water LOS of at least 678 gallons per person per day (inclusive of irrigation) at a residual pressure of at least 40 pounds per square inch (psi) and a static pressure of 55 psig psi.

~~09.01.02.03 Policy 9.1.2.3:~~ ~~The level of service standard for~~ Maintain a maximum LOS for solid waste collection and disposal of shall be 9.0 pounds per capita per day.

~~09.01.02.04 Policy 9.1.2.4:~~ ~~The level of service standards for streets shall be~~ Maintain a minimum LOS of "A" for all public roads Level of Service A at peak hour as defined by the most current Florida Department of Transportation (FDOT) Quality/LOS Handbook.

~~09.01.04.01 Policy 9.1.2.5:~~ The LDR's include a Concurrency Management System (CMS) specifying that no development permit shall be issued unless the public facilities necessitated by the project (in order to meet level of service standards) will be in place concurrently with the impacts of the development.

09.01.04.02 Policy: The LDR's specify the levels of service standards found in this plan and specify that the concurrency test shall be met at the time a development order is issued for a specific plan for development, including densities and intensities of development.

~~**09.01.04.00 Objective:** To implement a concurrency management system whereby public facility requirements will be provided for future development and for purposes of issuing development orders and development permits.~~

~~**09.01.05.00 Objective:** To ensure a meaningful and on-going process for collaborative planning and intergovernmental coordination between the Town (SMRU), and Martin County in regard to future planning of water system capital improvements.~~

~~**09.01.05.01 Policy:** The Town (SMRU) will promote intergovernmental coordination by sharing information as to water system capital improvements planning and proposed capital projects.~~

~~**09.01.06.00 Objective:** Capital improvements will be provided to: (1) correct existing deficiencies; (2) accommodate needs generated by future growth activities; and/or (3) replace worn out or obsolete facilities, as determined.~~

~~**09.01.06.01 Policy:** Any capital improvements projects defined in the future shall be evaluated and ranked in order of priority according to the following guidelines:~~

- ~~a. Whether the project is needed to protect public health and safety, to fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.~~
- ~~b. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development.~~
- ~~c. Whether the project represents a logical extension of facilities and services.~~
- ~~d. Whether the project is financially feasible based on the established criteria for evaluating capital improvement projects.~~
- ~~e. If public facilities are developer provided, they shall accommodate public facility demands based upon adopted Level of Service standards.~~
- ~~f. Effects upon appropriate State agency and/or Water Management District facilities plans shall be evaluated.~~
- ~~g. Updated every year to reflect a 5-year projection of Capital Expenditures.~~

PROPERTY RIGHTS ELEMENT

Purpose

The purpose of the Property Rights Element is to ensure that Town of Jupiter Island respects judicially acknowledged and constitutionally protected property rights. As an element of the Town Comprehensive Plan required by Section 163.3177(6)(i), Florida Statutes, the Property Rights Element endeavors to ensure that the personal and private property of Town residents is respected in Town planning initiatives.

Goals, Objectives, and Policies

GOAL 10.1: The Town of Jupiter Island will Make decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

OBJECTIVE 1 10.1.1: The Town of Jupiter Island will respect judicially acknowledged and constitutionally protected private property rights.

Policy 4-1 10.1.1.1: The Town of Jupiter Island will Consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 4-2 10.1.1.2: The Town of Jupiter Island will Consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 4-3 10.1.1.3: The Town of Jupiter Island will Consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 4-4 10.1.1.4: The Town of Jupiter Island will Consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

OBJECTIVE 2 10.1.2: People have the right to participate in planning and development decisions that affect their lives and property. The Town of Jupiter Island decision-making will be transparent and follow the public hearing requirements of Florida law so that all people may participate in decisions that affect their lives and property. Land development regulations may provide for additional opportunities for people to participate in public hearings regarding planning and development decisions through the processes and standards contained in Chapter 166, Florida Statutes and the Town's Code of Ordinances.

Policy 2-1 10.1.2.1: All land use and development decisions that affect the lives and property of property owners and residents of the Town shall be made in a public hearing that complies with all applicable laws of the state and town.

Policy 2-2 10.1.2.2: The Town of Jupiter Island recognizes that planning and development decisions affect complex systems and have impacts that occur beyond the site of a particular development proposal. Any affected person, as defined in F.S. § 163.3184(1)(a) of the Act may participate in and be a party to a hearing on decisions regarding the site of a development proposal.

Policy 2-3 10.1.2.3: An affected person's right to be heard. The Town of Jupiter Island recognizes that it should make planning and development decisions in response to true and accurate

information. In all decisions this policy governs, the Town of Jupiter Island will Provide every affected person(s) an equal opportunity to be heard and to be informed of all information on which the Town of Jupiter Island bases its decision. The Town of Jupiter Island will endeavor not to provide any affected person any greater opportunity to be heard than another affected person.

Policy 2-4 10.1.2.4: An affected person's right to be heard.

The Town of Jupiter Island recognizes that it should make planning and development decisions in response to true and accurate information. In all decisions this policy governs, the Town of Jupiter Island will provide every affected person an equal opportunity to be heard, and to be informed of all information on which the Town of Jupiter Island bases its decision. The Town of Jupiter Island will endeavor not to provide any affected person any greater opportunity to be heard than another affected person.

Objective 3 10.1.3: People rely on this comprehensive plan and on the zoning designations of properties when deciding how to use property. The Town of Jupiter Island shall strive to make its decision-making reliable and predictable to promote sound, long-term investments in the town.

Policy 3-4 10.1.3.1: Majority-plus-one vote required.

The Town of Jupiter Island may only amend the future land use of real property in the town by the affirmative vote of a majority plus one of the Town Commission.

IMPLEMENTATION

There are no required capital improvements planned for areas of sanitary sewer system, solid waste disposal, stormwater drainage, potable water supply, or natural groundwater aquifer recharge.

Programs

For purposes of monitoring and evaluation, the principal programs needed to implement this Element are as follows; all are outlined in more detail in the Element:

Begin the annual capital programming and budgeting process including development of project selection criteria.

Conduct engineering or other studies to pinpoint the cost and timing of the other potential deficiencies.

Update by appropriate amendments to the development code to ensure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing.

PLAN MONITORING

It is the intent of this plan to follow the current statutory and rule requirements for plan review and monitoring together with other guidelines that may be determined by the Town Commission from time to time.

PUBLIC PARTICIPATION IN THE COMPREHENSIVE PLANNING PROCESS

Comprehensive planning seeks to set forth the community's goals, objectives and policies for the future. These elements constitute the Comprehensive Plan as it is adopted by the elected officials of the community. In part these elements are based on an inventory of existing conditions, which is set forth in the supporting documents that accompany the Comprehensive Plan. However, the most important basis for the goals, objectives and policies of the plan are the values of the community.

ROLE OF PUBLIC PARTICIPATION

Because the Comprehensive Plan is based on the community's values, the participation of the citizenry is an essential element of the comprehensive planning process. The long term goals of the community are at the heart of the Comprehensive Plan. The Local Planning Agency is charged with preparing and administering the Comprehensive Plan, but it is the people of the community who must define the values and goals on which the plan is based. Before a Comprehensive Plan is adopted by a community, the citizens must be given an opportunity to participate.

REQUIREMENTS FOR PUBLIC PARTICIPATION PROGRAMS

In recognition of the importance of public participation in the comprehensive planning process, the State of Florida has set forth statutory and administrative rule requirements for adoption of public participation programs. At a minimum the Town shall provide for public participation as required by Florida Statutes and the Florida Administrative Code, as amended.

Optional Procedures

In addition to the above mandatory items, the rule also states that local governments "are encouraged" (but not required) to make available to the general public executive summaries of comprehensive plans

and during the ongoing planning process to periodically release information to "keep its citizenry apprised of planning activities."

Provide executive summaries or copies of the proposed comprehensive plan or plan amendments for public review.

Provide, while the planning process is ongoing, for regular release of information to keep the citizenry apprised of planning activities by making schedules, agendas, and minutes of public hearings available to the public throughout the review process. If desired, these items could be made available to the local press.

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.

November 10, 2025

VIA HAND DELIVERY

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

RE: 214 South Beach Road, Hobe Sound, FL 33455
Winter Season Construction Waiver – Demolition
Gate House South Properties, LLC, a Florida limited liability company

Mayor, Vice Mayor, and Commissioners:

This office represents Gate House South Properties, LLC, a Florida limited liability company and the Williams family of 214 South Beach Road, Hobe Sound, FL 33455. My client purchased this 1.86997-acre property on June 1, 2022. Since then, my client has been planning the eventual redevelopment of this property which contains a home constructed in 1900, according to Martin County records

Initially, it was intended to remodel and renovate the existing main residence. My client received approval from the Town's Impact Review Committee for this renovation project in 2024, after some delays due to summer quorum issues and tropical weather. Due to these delays, the renovation project could not commence until May 1, 2025.

Initial renovation work in the summer of 2025 revealed that the renovation of the main residence was not feasible due to the advanced age of the structure, wood destroying organisms, spalling, and the severity of the residence's decay. My client's design professionals and contractor decided that in the interest of safety, expediency, and efficiency, the main residence should instead be demolished and replaced. After preparing replacement plans, my client met with Town staff the end of July to determine the best path forward. A pre-application and an Impact Review Committee application were subsequently submitted for the demolition of the existing structure.

Unfortunately, the Town's recent combination of the Board of Adjustment and the Impact Review Committee into the Development Review Board ("DRB") resulted in the cancellation of the October Impact Review Committee. My client's demolition and reconstruction applications were heard by the DRB on November 6, 2025 and was unanimously approved at that meeting.

Due to these delays, my client now requests the Town Commission permit the demolition of the existing main residence after November 1, 2025. The existing structure is in a state of disrepair – with open walls due to the initial renovation project. This creates an unsightly and unsafe property condition. My client's contractor, Sands Construction, estimates that due to the structure's existing condition, demolition and removal could be done in five (5) days or less with heavy machinery. The demolition itself should only take approximately one to two days, with remaining time devoted to site cleanup. The contractor can also utilize techniques used on other projects, such as stacking hay bales to limit noise escaping from the project site, to comply with Ordinance 9-62. Furthermore, it is worth noting that Ordinance 9-62 provides an exception if the restricted equipment was used "for a period of less than one week..." provided that such work did not "...exceed established noise level restrictions nor excessively impact the inhabitants of adjoining properties and public roadways."¹ Mitigation techniques and the main residence's central location in the property – far from property boundaries – will ensure that the project can satisfy Ordinance 9-62's noise limit requirements.

While my client and his contractor prefer to utilize heavy machinery to demolish the existing structure, if the Town Commission were not satisfied with this proposal an alternate for use of hand tools and other equipment compliant with Ordinance 9-62 is possible. Use of non-restricted equipment to demolish the structure would extend the demolition process from five (5) days to approximately fourteen (14) days. If no heavy machinery would be used on this demolition, then Ordinance 9-62 could not prohibit such demolition.

My client's contractor will only work during the Town's winter season hours, Monday through Friday. No work will occur on weekends or the Thanksgiving holiday. From a public policy standpoint, the Town Commission should understand the benefit to reducing potential safety hazards. The Williams family intends to stay in residence this season at one of the accessory structures on the property. It would be best for the existing main residence, in its present condition, to be demolished if relatives and children visit the Williams family. Additionally, if the delays caused by inadequate quorums, hurricanes, and the conversion of the Impact Review Committee to the DRB did not occur, this structure would already be demolished. These delays were not the result of my client's actions.

¹ See TOWN OF JUPITER ISLAND, FLA., Ordinances Ch. 9, Art. III, Sec. 9-62, Construction related activities; lawn maintenance activities (2023)(b)(3).

Demolition of this main residence during the Winter Season will comply with all other relevant Town permit and DRB requirements and will protect my client, as well as my client's guests and family when visiting from potential injury due to the existing structure's present condition. My client's project team will take great care to reduce potential construction impacts on neighbors. My client respectfully requests that the winter noise ordinance and restrictive equipment prohibitions be waived for this project.

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.

EXHIBIT "A"

Legal Description

Commencing at the Southeast corner of Lot 35, Block 115, Island Beach Revised Plat No. 2, Plat Book 2, Page 44, Public Records of Martin County, Florida; Thence run Easterly along the Easterly extension of the South line of said Lot 35 a distance of 32.31 feet to the centerline of State Road 707; thence measuring right to left an angle of 111 degrees 53' 01", run along the centerline of State Road 707 a distance of 177.58 feet to the Point of Beginning; Thence measuring left to right (right to left) an angle of 68°12'25", run a distance of 212.97 feet; Thence measuring left to right an angle of 90°04'51", run a distance of 165.58 feet more or less to the South line of Lot 102, Plat of Gomez Grant and Jupiter Island, Plat Book 1, Page 80, Public Records of Palm Beach (now Martin) County, Florida; Thence measuring left to right an angle of 176 degrees 58'00", run a distance of 121.25 feet; Thence measuring left to right an angle of 103° 51'00", run a distance of 52.25 feet; thence measuring left to right an angle of 235°34'30", run a distance of 39.57 feet; thence measuring left to right an angle of 115°30'00", run a distance of 276.63 feet to the centerline of State Road 707, thence measuring left to right an angle of 66°13'30", run along the centerline of State Road 707, a distance of 346.12 feet (367.66 feet to) the Point of Beginning, less and excepting the North 20 feet and Right of Way for State Road 707.

Together with Easement in common with others for access to the Atlantic Ocean, over and across the following described property:

Start at the Southeast corner of Lot 35, Block 115, The Island Beach Revised Plat #2, according to Plat thereof recorded in Plat Book 2, Page 44, Public Records of Martin County, Florida; thence run S89°23'21" E along the Easterly extension of the South line of said Lot 35 for a distance of 32.31 feet to a point in the centerline of Gomez Road; and thence run S21°05'30" E along said road centerline (State Road 707) for a distance of 134.35 feet to the Point of Beginning; thence run N83°56'11" E for a distance of 41.71 feet to a concrete monument; thence continue on said line and bearing for a distance of 550.74 feet to a concrete monument; thence continue on said line and bearing for a distance of 150 feet, more or less to the Atlantic Ocean; thence meander the shoreline of the Atlantic Ocean in a Southeasterly direction to the point of intersection with a line which lies 8 feet Southerly of, as measured at right angles, the first described line; thence run S83°56'11" W along a line parallel to and 8 feet Southerly of said first described line to the point of intersection with the said centerline on State Road 707; thence run Northwesterly along said centerline to the point and place of beginning.

Basic Info

PIN 35-38-42-001-102-00162-5	AIN 57225	Situs Address 214 SOUTH BEACH RD JUPITER ISLAND FL	Website Updated 8/20/25
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General Information

CHANGE MAILING ADDRESS

SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners GATE HOUSE SOUTH PROPERTIES LLC	Parcel ID 35-38-42-001-102-00162-5	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address 19 E 72ND ST #5D NEW YORK NY 10021	Account Number 57225	Neighborhood 135735 Jupiter Island - Interlor
Tax District JUPITER ISLAND	Property Address 214 SOUTH BEACH RD JUPITER ISLAND FL	Legal Acres 1.9
	Legal Description JUPITER ISLAND, BEG S/LN LOT 102 & C/LN ...	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	\$ 4,804,000	\$ 2,160,670	\$ 6,964,670	\$ 0	\$ 6,964,670	\$ 0	\$ 6,964,670

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 6/1/22	Grantor (Seller) PHILLIPS PROPERTY COMPANY LLC	Doc Num 2963702
Sale Price \$ 11,000,000	Deed Type Warranty Deed	Book & Page <u>3317 0222</u>

Legal Description

JUPITER ISLAND, BEG S/LN LOT 102 & C/LN OF RD 707, W ALG S/LN 278.91', N 145' M/L, E TO C/LN & SELY TO POB (LESS R/W) & TRACT A AS IN DB 27/343 TR IN OR 174/246 IN LOT 103 W OF RD

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



Carolyn Timmann, Clerk of the Circuit Court & Comptroller

Rec Fees: \$27.00 Deed Tax: \$77,000.00

CFN#2963702 BK 3317 PG 222 PAGE 1 of 3

Prepared by and return to:
Robert S. Kramer, Esq.
Kramer, Sopko & Copeland, P.A.
411 SE Osceola Street Suite 200
Stuart, FL 34994
772-288-0048
File Number: 100261.01
Will Call No.:

Parcel Identification No. 35-38-42-001-102-00162-5

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 1st day of June, 2022 between Phillips Property Company, L.L.C., a North Carolina limited liability company whose post office address is c/o Market Square Tower, 317 W. High Ave., 10th Floor, High Point, NC 27260 of the County of Guilford, State of North Carolina, grantor¹, and Gate House South Properties, LLC, a Florida limited liability company whose post office address is 19 East 72nd Street, Apt. 5D, New York, NY 10021 of the County of New York, State of New York, grantee².

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021, covenants, restrictions, easements, reservations and limitations of record, if any.

* "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.

[Signature Page Follows]

DoubleTime®

Signed, sealed and delivered in our presence:

Phillips Property Company, L.L.C., a North Carolina limited liability company

By: S. Davis Phillips
S. Davis Phillips, Manager

Catherine J. White
Witness #1 Signature

Catherine J. White
Witness #1 Print Name

[Signature]

Avad Schellman

State of North Carolina
County of Guilford

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of May, 2022 by S. Davis Phillips, Manager of Phillips Property Company, L.L.C., a North Carolina limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Cassie Hall
Notary Public
Printed Name: Cassie Hall
My Commission Expires: 3/13/2027

CASSIE HALL
Notary Public
Randolph County, NC
My Commission Expires 3/13/2027



DATE: November 10, 2025

ADDRESS: 310 S. Beach Road, Hobe Sound, FL 33455

RE: Winter Waiver Request – One-Time Crane Allowance for Art Placement

Dear Honorable Members of the Town Commission,

On behalf of Onshore Construction & Development, Inc., this correspondence serves as a formal request for a one-time Winter Waiver permitting the temporary use of a licensed crane to hoist and place a commemorative art piece within the interior showroom of the above-referenced residence. This activity is not a construction operation and involves no exterior work. The sole purpose is to lift, set, and demobilize immediately upon placement, with no ancillary work to follow.

The art piece is the external shell of the Tequila Patrón ESM No. 2 Nissan DPi, with no internal components, fluids, or mechanical systems. The shell will be installed inside the residence, within the internal courtyard/showroom, and will not be visible from any exterior portion of the property. Due to its size and weight, safe placement into the internal courtyard requires a brief crane pick.

In recognition of the seasonal restrictions that began on November 1, we respectfully request a limited allowance solely for this single-task placement. The operation is anticipated to take approximately two to three hours from arrival to full demobilization. The crane will be staged on private property, and there will be no disturbance to public access or rights-of-way. A defined date and time will be coordinated in advance, and the

surrounding neighbors will be notified prior to execution. All supporting documentation, including crane operator licensing, rigging plans, insurance certificates, and any additional information required for administrative review, will be furnished promptly upon request.

Should the Commission determine that the request falls outside acceptable parameters, we will respectfully defer placement until such time as the Town finds acceptable. However, due to the commemorative significance of this piece and the lack of alternative safe means of entry, we are hopeful that a narrow accommodation may be considered.

We appreciate the Town's continued commitment to maintaining the standards, preservation, and environmental sensitivity of Jupiter Island and extend our thanks for the Commission's time and consideration. We respectfully await guidance on how best to proceed.

Sincerely,

Paul J. Segedin Jr.

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ORDINANCE NO. 408

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 AMENDMENT OF ARTICLE IV, DIVISION 2, SECTION 2.00B AND DIVISION 10, SECTION 10.01; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, DIVISION 2, SECTION, 2.00D PERTAINING TO VARIANCES FOR THE INITIAL MEASURING POINT OF A BUILDING, ARTICLE IV, DIVISION 3, SECTION 3.01 PERTAINING TO VARIANCES FOR THE PLACEMENT OF MORE THAN FOUR FEET OF FILL ON A PROPERTY, SECTION 3.05 PERTAINING TO TENNIS COURT DESIGN AND LOCATION, SECTION 3.06A PERTAINING TO WALLS, FENCES, AND BULKHEADS/SEAWALLS, SECTIONS 3.07B 3.07 C2, AND 3.07 D2, PERTAINING TO DOCKS AND DUNE CROSSOVERS, SECTION 3.12A AND 3.12C PERTAINING TO WIRELESS COMMUNICATIONS TOWERS; PROVIDING FOR AMENDMENTS TO ARTICLE VI, DIVISION 2, SECTION 2.02F PERTAINING TO SIGNS; PROVIDING FOR THE AMENDMENTS TO ARTICLE IX, DIVISION 2, SECTIONS 2.01 AND 2.02; PROVIDING FOR AMENDMENTS TO ARTICLE IX, DIVISION 4, SECTION 4.00C PERTAINING TO NONCONFORMING STRUCTURES; 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 concluded that it is necessary and appropriate to clarify certain Articles of the LDR previously adopted to confirm its policy

direction that the references to variances contained therein require an applicant to meet the standards contained in Article X, Division 5, Section 5.00 to establish a legal hardship; and

WHEREAS, this ordinance is necessary and appropriate to amend the LDR to eliminate the Impact Review Committee and the Board of Adjustment, and to replace references to these entities with a Development Review Board; 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, town commission 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;
 - ab. Applications for district boundary changes;

~~be.~~ Applications for certificates of appropriateness for alterations to historic buildings and landmarks;

~~cd.~~ Applications for text amendments to these land development regulations; and

~~de.~~ Applications for comprehensive plan amendments

~~e.~~ ~~Development Orders approved by the Impact Review Committee or Board of Adjustment in accordance with the procedure established in 9., below.~~

2. Hear appeals from decisions of the ~~board of adjustment, impact review committee~~ development review board, 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. Where a member of the Town Commission makes a request through the Town Manager to review a development order approved by the Board of Adjustment or Impact Review Committee, the development order which is the subject of the request shall be presented to the Town Commission for its consideration. Upon presentation of the development order to the Town Commission, it shall have the authority, by a majority vote of the total membership of the Town Commission, following a quasi-judicial proceeding, to deny, affirm, or affirm with amendments the development order. The Town Commission's review of the development order shall be de novo. Following the

Town Commission's determination at the hearing, unless affirmed, the Town Attorney shall prepare a final order reflecting the Town Commission's decision. The final order rendered by the Town Commission may be appealed by a person or entity with standing to the Circuit Court in and for the 19th Judicial Circuit of Florida.

Section 3. Article IV. Supplemental Regulations, Division 2.00, Measurements, Sec. 2.00, Building Height is hereby amended to read as follows:

Sec. 2.00. Building height.

Building height is measured as follows:

- A. The initial measuring point is the highest elevation of the following:
 1. The lower of:
 - a. The average elevation of the finished grade across the front building line prior to the placement of fill; or
 - b. The finished floor elevation; or
 2. 6.5 feet NAVD
- B. The height of exterior walls is measured from the initial measuring point to the point at which the outside wall meets the horizontal eave of the roof or the bottom of a parapet wall.
- C. The height of the building is measured from the initial measuring point to the highest point on the building, excluding chimneys, ventilators, skylights, spires, belfries, cupolas, and similar architectural features that are usually carried above the roof level and not used for human occupancy, provided that each such feature shall be erected only to such height and size as is necessary to accomplish the purpose it is to serve.
- D. ~~The board of adjustment~~ development review board may approve a variance to Article IV, section 2.00, regarding the initial measuring point for building height, provided it finds that the applicant has met the standards contained in Art. X, Division 5, Section 5.00 and where if the applicant demonstrates:
 1. The new initial measuring point will not result in a building which is taller in elevation (NAVD) than the tallest building which could be constructed on a contiguous lot.
 2. Will not result in a building which is more visible from adjacent properties or the public right-of-way than the existing surrounding structures.

Section 4. Article IV, Division 3, Development Standards, Sections 3.01, 3.05, 3.06, 3.07 B., 3.07 C.2., 3.07 D. 2. and 3.12, are hereby amended to read as follows:

Sec. 3.01. Fill.

If authorized as part of an approved site plan, up to ~~three~~ four feet of fill may be placed on a lot. The ~~board of adjustment~~ development review board may approve a variance for a greater amount of fill provided it finds that the applicant has met the standards contained in Art. IX, Division 5, Section 5.00 and if the applicant demonstrates that:

- A. The additional fill will not result in a building which is taller than the maximum height permitted on an adjacent lot; and
- B. Fill shall be placed in a manner that will not create ~~an~~ additional stormwater runoff onto an adjacent property or public right-of-way; and
- C. Fill shall be placed in a manner that will not create significant soil erosion; and
- D. The portion of the lot for where the fill is proposed to be added has not been previously filled pursuant to the approval of a special exception or the use of alternative development standards; or the elevation of said portion of the lot has decreased by more than three feet since the fill was placed; and
- E.
 - 1. The fill shall not result in a building which is more visible from adjacent property or a public right-of-way; and
 - 2. The fill is necessary to build the finished floor of the building at an elevation of 6.5 NAVD.

Sec. 3.05. Tennis court design and location.

A. *Required setbacks.*

- 1. A tennis court shall be set back as if it were a building.

No part of a tennis court shall be located within 50 feet of the mean highwater mark.

- 3. The required setback shall be measured from the outer edge of an apron, fence, or appurtenance to a tennis court.

B. *Lights.* A tennis court shall not be lit for night play, except that the ~~board of adjustment~~ development review board may approve a variance for tennis courts in the RCD District provided it finds that applicant has met the standards contained in Art. X, Division 5, Section 5.00 and where ~~if~~ the applicant demonstrates:

1. The lighting does not spill over onto any adjacent lot in a residential zoning district; and
2. The lighting standards and fixtures shall not be visible from any of the neighboring lots in the applicable zoning district; and
3. The lighting shall be turned off between the hours of 9:30 p.m. and 6:00 a.m.

C. *Backboards.* Tennis backboards are prohibited.

Sec. 3.06. Walls, fences, and bulkheads/seawalls.

A. *Location and design of walls and fences.*

1. *Front yards.* Walls and fences may be constructed in required front yards provided that:
 - a. The walls or fences are set back at least 30 feet from the front lot line; and
 - b. The area between the walls or fences and the front lot line is comprehensively landscaped; and
 - c. Sight triangles with no leg smaller than 15 feet are preserved in both directions for each driveway that connects to the contiguous street.
2. *Side and rear yards.* Walls and fences may be constructed in required side yards, or rear yards of lots which are not waterfront, provided that:
 - a. The walls or fences are set back at least three feet from side lot lines unless an agreement to locate the wall or fence closer to the property line is executed by the applicant and the owner of the property which shares the property line and is provided to the town in recordable form; and
 - b. The walls or fences are not constructed in or over any utility or other public easement; and
 - c. The area between the wall or fence and the side lot line is landscaped with hardy, low maintenance landscape material.
3. *Rear yards of waterfront lots.* No wall or fence may be constructed in a required rear yard of a waterfront lot unless the ~~board of adjustment approves a~~ development review board finds that the applicant has met the standards contained in Art. X, Division 5, Section 5.00, and finds that the wall or fence meets all of the following standards:
 - a. The wall or fence does not exceed four feet in height; and

- b. The wall or fence is designed and constructed in a manner which will be visually compatible with the character of the buildings on the lot where the wall or fence is proposed; and
 - c. The wall or fence will not interfere with the visual access to the water from the building envelopes of adjacent lots; and
 - d. The wall or fence is constructed to comply with F.S. Ch. 515 or Section 424 of the Florida Building Code; and
 - e. In the area waterward of the waterfront setback line, the wall or fence does not extend more than ten feet from the edge of the pool which it encloses.
4. *Within the building envelope.* Walls and fences may be constructed within the building envelope provided that the manner in which walls or fences are attached to buildings does not create apparent mass in excess of the floor area and building volume permitted in the zoning district in which the lot is located.

Sec. 3.07. Docks and dune crossovers.

- B. *Size.* No dock shall exceed 500 square feet, and no dune crossover shall have a sitting or reviewing deck exceeding 100 square feet in addition to the area of the walkway, provided the applicant meets the standards contained in Art. X, Division 5, Section 5.00 unless approved by the board of adjustment.
- C. *Height.*
- 1. *Docks.*
 - a. The deck of a dock shall not be higher than four feet above mean high water, or five feet above mean high water if the Department of Environmental Protection so requires after performing an official survey and providing a statement of seagrass that is acceptable to the administrative official. (See Illustration 21: Dock Dimensions, Exhibit A)
 - b. Pilings supporting such dock or used in conjunction therewith shall not be higher than eight feet above mean high water. (See Illustration 21: Dock Dimensions, Exhibit A)
 - 2. *Dune crossovers.*
 - a. The deck of a dune crossover shall not be higher than one foot above the existing grade, unless a variance for a greater height is approved by the ~~board of adjustment~~ development review board upon its determination that the standards contained in Art. X, Division 5, Section 5.00 have been met in accordance with this section.

- b. Dune crossover posts and railings shall not be higher than three feet above the deck of the dune crossover.

D. *Design.*

1. Railings shall be of post and rail construction that does not create a material visual obstruction to the waters of the Indian River or tributaries, or to the Atlantic Ocean from contiguous lots or rights-of-way.
2. Fencing, screening, walls or louvered windbreaks on docks or dune crossovers are prohibited unless a variance is approved by the board of adjustment development review board upon its determination that the standards contained in Art. X, Division 5, Section 5.00 have been met.
3. Covered structures or buildings of any type are prohibited on docks and dune crossovers.
4. Dock boxes not exceeding 30 inches in height are permitted on docks; provided that such boxes are limited to one dock box per boat regularly moored at the dock. (See Illustration 21: Dock Dimensions, Exhibit A)
5. Overhead hoists, davits or machinery connected therewith shall not exceed eight feet above mean high water.
6. Dock construction shall meet the standards for dock construction as prescribed by the United States Army Corps of Engineers.

Sec. 3.12. Wireless communications towers and antennas

A. *Findings and purpose.* The town finds that it is in the public interest to regulate the placement, construction or modification of wireless communications towers and antennas within the municipal boundaries of the town to protect the town's unique aesthetic environment and community character. The town commission may approve a variance regarding the placement of communication towers and/or antennas, provided it determines that the standards contained in Art. X, Division 5, Section 5.00 have been met and if the applicant demonstrates that:

1. The tower/antenna is in a PLD or RCD District; and
2. The tower/antenna will not interfere with the use and enjoyment of adjacent and nearby properties; and
3. The visual impact of the tower/antenna and associated structures is substantially mitigated by either or both of the following:
 - (a) A combination of topography and existing or provided landscaping in the surrounding area; or
 - (b) A "stealth" design; and
4. The proposed ingress and egress to the tower and/or antenna will not interfere with the safe flow of traffic on adjacent rights-of-way; and

5. Off-street parking for at least one maintenance vehicle is provided; and
6. There are no suitable existing towers, antennas, or other structures, or alternative technologies, that the applicant can utilize to provide the same service; and
7. The tower is set back at least 110 percent of the height of the tower from any neighboring properties in an RD zoning district; and
8. The tower is set back at least 130 percent of the height of the tower from any neighboring property in a residential zoning district; and
9. Guy wires and accessory buildings satisfy the minimum zoning district setback requirements; and
10. The structure is designed to accommodate co-locations of equipment and attachments with a minimum wind load rated at 130 mph or more; and
11. A performance bond is posted in favor of the town to cover the cost of the town's removal of the structure if it is abandoned or otherwise violates these land development regulations.

C. *Other towers and antennas.*

1. No other tower or antenna shall be permitted in the town, except pursuant to subsection B, above, unless the applicant demonstrates to the town commission that no reasonable alternative exists that can accommodate the applicant's proposed telecommunications service because:
 - a. No existing towers or structures located within the relevant geographic area accommodate antennas adequate to provide the applicant's service within the Town; and
 - b. The fees, costs, or contractual provisions required by the owner to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable; and
 - c. There are other limiting factors that render existing towers and structures unsuitable; and
 - d. The applicant demonstrates that an alternative technology, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wire line system, is unsuitable.
2. If the applicant demonstrates that no reasonable alternative exists that can accommodate the applicant's proposed telecommunications service, and the town commission may consider the variance application and finds whether it that the applicant's application meets the standards contained in Art. X, Division 5, Section 5.00.

Section 5. Article VI – Signs, Division 2, Standards, 2.02 F., Variances is hereby amended to read as follows:

Sec. 2.02. Sign design standards.

F. Variance for signs.

1. The town commission may approve a sign variance in the PLD, RCS, and CPD zoning districts, provided an applicant demonstrates that the application meets the standards contained in Art. X, Division 5, Section 5.00, and finds that:

A. The proposed sign:

1. Is demonstrably more attractive than a sign that could otherwise be constructed in the underlying zoning district; and
2. Is no more than six feet in height; and
3. Is less than 12 square feet in area; or

B. The sign area of the proposed sign is necessary to convey critical information that will protect the public health and safety.

2. ~~The board of adjustment~~ development review board or town commission, as applicable may approve a variance to section 2.02(E), regarding illumination if the applicant demonstrates that its application meets the standards contained in Art. X, Division 5, Section 5.00, and that:

- a. The lighting will not spill over onto any adjacent lot in a residential zoning district; and
- b. The lighting standards and fixtures are not visible from any neighboring lot in a residential zoning district; and
- c. The lighting will be turned off between the hours of 9:30 p.m. and 6:00 a.m.

Section 6. Article IX. - Nonconformities. Division 2. Nonconforming Structures, Sections 2.01 and 2.02 are hereby amended to read as follows.

Sec. 2.01. Nonconforming docks or dune crossovers.

A nonconforming dock or dune crossover shall be considered a "building," subject to the provisions of section 2.02, below. However, if the nonconforming dock or dune crossover is nonconforming due to location, the property owner may apply for a variance from the ~~board of adjustment~~ development review board to make the dock or dune crossover "conforming" ~~in accordance with section 2.02(D) below.~~ The development

review board may approve a variance where if determines that the applicant has met the standards contained in Art. X, Division 5, Section 5.00.

Sec. 2.02. Nonconforming buildings.

- A. *Continuation.* Any building which was lawfully in existence on the effective date of these land development regulations, or any amendment thereto, which is made nonconforming by the adoption of these land development regulations or any such amendment thereto, may be continued and maintained or repaired notwithstanding such nonconformity.
- B. *Extension or expansion.* No nonconforming building shall be enlarged, increased, expanded or altered in any way unless such enlargement, increase, expansion or alteration complies with each and every requirement of these Land Development Regulations.
- 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 the point where repair is impracticable, the building may be reconstructed or replaced if approved by the Board of Adjustment using Sec. 2.02(C).A. below.
- D. ~~The board of adjustment~~ development review board may approve a variance for the replacement of a destroyed nonconforming building, dock, or dune crossover, provided the applicant demonstrates that the application meets the variance standards contained in Art. X, Division 5, Section 5.00 and all of the standards below ~~are met:~~
 - 1. All or a material part of the nonconforming building has been destroyed by fire, casualty, or an Act of God; and
 - 2. The building will be replaced with a building that is located in either:
 - a. The same location as the destroyed building, and is designed and configured such that the extent of the prior nonconformity is not increased; or
 - b. A different location than the building to be replaced, and is designed and configured such that the replacement building does not have a greater apparent mass when viewed from public rights-of-way or neighboring properties; and:
 - (1) The extent of the totality of nonconformities of the building to be replaced reduced by the replacement building, and if an individual nonconformity is increased, the increase is not material; or

- (2) The totality of nonconformities of the replacement building is unchanged and the building official determines that there will be a material safety benefit realized by the relocation of the building; and
- (3) Is of the character and architectural style of the building that previously existed, unless such character or architectural styles is impracticable due to state or federal regulations; and
- (4) The building official determines that the replacement building complies with these land development regulations to the maximum extent possible; and
- (5) The replacement building contains no more floor area than the building to be replaced; and
- (6) The application for approval has been submitted to the Town within three years of the date on which the destruction occurred.

Section 7. Article IX, Division 4. - Nonconforming Uses, Sections 4.00 is hereby amended to read as follows:

Sec. 4.00. Nonconforming uses.

- C. *Conversion.* The ~~board of adjustment~~ development review board may approve a variance for the conversion of a nonconforming use to another nonconforming use with fewer external impacts provided the applicant meets the variance standards contained in Art. X, Division 5, Section 5.00 and the if an applicant demonstrates:
1. The existing nonconforming use has not been terminated by discontinuance or destruction; and
 - b. The proposed use is more compatible with the predominant character of the uses in the zoning district than the existing nonconforming use; and
 3. The proposed use will have no greater adverse effect on the surrounding lots than the existing nonconforming use, in that:
 - a. It will generate the same or lower level of traffic; and
 - b. It will have no impact or a positive impact on surrounding property values; and
 - c. It involves the same or lower level of dust, noise, or odors; and
 - d. If the existing nonconforming use also includes a nonconforming sign, the nonconforming sign shall be removed.

D. *Termination.*

1. *By discontinuance.* If a nonconforming use is discontinued for a period of six consecutive months, the nonconforming use shall not be resumed or re-established, and any subsequent use of the land or structure shall conform to each and every requirement of these land development regulations.
2. *By destruction or partial destruction.* In the event that 50 percent or more of the existing floor area of a building occupied by a nonconforming use is destroyed by fire or other casualty, Act of God, or by the acts of the owner or any lessee, agent or representative of the owner thereof, the nonconforming use shall be deemed terminated and shall not be resumed or re-established, and any subsequent use of the land or structure shall conform to each and every requirement of these land development regulations.

Section 8. 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 9. 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 10. Codification. This ordinance shall may be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 11. Effective Date. This ordinance shall become effective immediately upon execution.

(Continued on Next Page)

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

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

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

ATTEST:

Commissioner

TOWN CLERK

#7470834 v1 18270-00002

ORDINANCE NO. 413

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, PROVIDING FOR THE AMENDMENT OF ARTICLE V OF APPENDIX "A" OF THE CODE OF ORDINANCES ENTITLED "SUBDIVISION CODE"; PROVIDING FOR THE AMENDMENT OF ARTICLE V, DIVISION 1, SECTION 1.02; 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 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 only be subject to administrative approval when 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 has designated the Building Department as the administrative authority for receiving, reviewing and processing plat and replat submittals and the Town Manager as the administrative official authorized to approve, approve with

conditions or deny plat and replat submittals as adopted by the Town Commission through Resolution No. 940 on September 16, 2025.

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 V, Division 1, Section 1.02, entitled, "Applicability" is hereby amended as follows.

Sec. 1.02 – Applicability.

The Subdivision Code is applicable to all new subdivisions in the Town. No one may proceed with subdivision improvements until a subdivision plat has been reviewed by the Building Department as the administrative authority and approved by the Town Manager as the administrative official and approved as to form by the Town Attorney.

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 Jupiter Island Code of Ordinances.

Section 6. Effective Date.

This ordinance shall become effective immediately upon execution.

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

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Town Clerk

#7164167 v1 18270-00002

ORDINANCE NO. 414

AN ORDINANCE OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA AMENDING CHAPTER 14, SECTION 14.3 “BICYCLES”; CREATING SECTION 14-7 “REGULATION OF MICROMOBILITY DEVICES” OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter Island, Martin County Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, Florida Statutes, to adopt such regulations as it deems appropriate to further the health, safety, and welfare of its residents; and

WHEREAS, the Town, pursuant to Florida Senate Bill 462 (2025), has the authority to adopt ordinances governing the operation of micromobility devices, regulate rider age and ID requirements, and implement other regulations for the safe and lawful operation of micromobility devices within the Town; and

WHEREAS, pursuant to §316.2128, Florida Statutes, municipalities are authorized to regulate the safe operation of micromobility devices and motorized scooters within their jurisdictions; and

WHEREAS, to protect the health, safety, and welfare of the public, the Town deems it necessary to regulate the use of micromobility devices.

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

Section 1. The Whereas clauses are incorporated herein as the finding of fact and conclusion of law of the Town Commission.

Section 2. The Code of Ordinances of the Town is hereby amended at Chapter 14, “Traffic and Motor Vehicles” as follows:

Sec. 14-3. - Bicycles.

(a) Every bicycle while in use on any street in the town shall be provided with a suitable bell or horn.

(b) No person shall ride a bicycle upon any sidewalk or parkway or park lawn in the town.

(c) Bicycle riders shall observe all directional vehicular traffic regulations.

~~(d) No person shall operate or use a bicycle upon any street, road or bicycle path in the town unless such bicycle is equipped with one rear reflector and one fluorescent flag and mast.~~

(d) Every bicycle in use between sunset and sunrise shall be equipped with a functioning lamp on the front of the bicycle where it can exhibit a white light visible from a distance of no less than 500 feet from the front and a lamp and reflector on the rear of each exhibiting a red light visible from a distance of 600 feet to the rear. The person operating the bicycle shall deploy the lamp with the white light at all times between sunset and sunrise.

Sec. 14-7. – Regulation of Micromobility Devices.

The Town finds that the operation of micromobility devices, to include but not limited to, motorized scooters and e-bikes, on public streets and sidewalks presents potential safety risks to operators, pedestrians, bicyclists, and motorists. It is the intent of this section to regulate the operation of such devices within the Town in a manner consistent with state law, while ensuring the health, safety, and welfare of the public. This section is not intended to conflict with state law but to supplement it with reasonable local regulations permitted by §316.2128, Florida Statutes

(a) **Definitions.** Electronic bicycle or E-Bike shall have the same definition as provided under §316.003(23), Fla. Stat.

Electronic personal assistive mobility devices or micromobility device means any small, motorized transportation device designed for personal use, including but not limited to scooters, hoverboards, or similar devices, excluding E-Bikes and ADA-compliant mobility devices or as otherwise provided under §316.003, Fla. Stat.

(b) **Minimum Age Requirement.** It shall be unlawful for any person under the age of sixteen (16) years to operate an electronic bicycle on any public street, sidewalk, park, path, or other right-of way within the Town.

(c) **Identification Requirement.** All operators of electronic bicycles must carry a valid government-issued identification card while operating such

devices and must present the same upon request by any law enforcement officer.

- (d) **Equipment Modification.** Every electronic bicycle in use between sunset and sunrise shall be equipped with a functioning lamp on the front of the bicycle which can exhibit a white light visible from a distance of no less than 500 feet from the front and a lamp and reflector on the rear of each exhibiting a red light visible from a distance of 600 feet to the rear. The person operating the electric bicycle shall deploy the lamp with the white light at all times between sunset and sunrise.
- (e) **Prohibited Devices.** The operation of all other electronic personal assistive mobility devices or micro-mobility devices is prohibited within the Town's limits, with the sole exception of ADA-compliant mobility devices used by individuals with disabilities. No person shall modify or cause to be modified the factory settings or specifications of an electronic bike for the purposes of increasing its maximum speed or power output beyond manufacturer or statutory limits.

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 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 AND ADOPTED at a public meeting of the Town Commission of the Town of Jupiter Island on this day of _____, 2025.

TOWN OF JUPITER ISLAND

MAYOR

VICE MAYOR

COMMISSIONER

COMMISSIONER

COMMISSIONER

ATTEST:

TOWN CLERK

#7450280 v1 18270-00002



Memorandum

To: Mayor & Town Commission

From: R. Garlo, Town Manager *RLG*

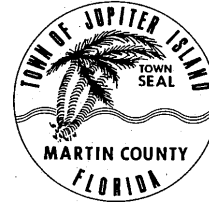
Date: November 12, 2025

Re: Agenda Item No. 9a. – Lethal Yellow/Lethal Bronzing Vector Management Discussion

As directed by the Commission, I have engaged with Dr. Brian Bahder to discuss the approach for implementing a vector assessment and management targeting the lethal yellowing/lethal bronzing disease carriers (*Haplaxius crudus*). A virtual meeting held on November 12th reviewed and discussed a tentative plan consisting of the following:

1. Identification of 20-40 survey locations on Jupiter Island for an initial wide area monthly survey using sticky traps. Survey locations would be coordinated with the Town and King Tree Service (as a consultant) and site selection would be completed by December/January.
2. Sticky traps would be purchased by the Town and deployed, collected, and sent to Dr. Bahder's lab for an initial monthly basis beginning in April 2026. Deployment, collection, and submission to the lab would either be conducted by Town staff (Public Works) or through King Tree Service (current vendor for lethal yellowing treatment).
3. Lab work to visually assess sticky traps for the presence of the insect vector would be at no cost to the Town (covered under Dr. Bahder's research).
4. If present and found in concerning numbers, additional sampling and testing for the phytoplasma disease in the insect would be additional work and cost to be born by the Town.

A formal engagement with Dr. Bahder is not required to initiate the sampling work. It is recommended that the Town purchase up to three months of sticky traps (up to 120 total traps) for deployment following the guidance of Dr. Bahder and input from King Tree Service. Staff will assess if there are adequate in-house resources and availability to deploy, collect, and submit traps and will request cost estimates for the same support through King Tree Service. These items will be brought to the Commission's attention during future meetings.



Memorandum

To: Mayor & Town Commission

From: R. Garlo, Town Manager *RG*

Date: November 12, 2025

Re: Agenda Item No. 9b. – Ordinance No. 415 Amending Ordinance No. 118 RE:
Lethal Yellowing

The following has been discussed with the Town Commission at recent commission meetings.

The Commission agreed that they would wait to take any action on Lethal Yellowing/Lethal Bronzing until staff has had the opportunity to work with Mr. Brian Bahder

There still remains the matter of Ordinance 118 as follows: In 1975, the Department of Agriculture placed Jupiter Island under a quarantine declaring an existing epidemic of lethal yellowing on the Island. Subsequent to this, the Town adopted an emergency ordinance, Ord 118. Anyone found to be in violation of this ordinance could potentially be subject to serious sanctions as has been previously discussed.

As directed by the Town Commission, I have worked with the Town Attorney to rescind this Ordinance (No. 118) through the drafting of a new ordinance (No. 415). Ordinance No. 415 supersedes Ordinance No. 118 by amending Chapter 16 Vegetation, Article III Lethal Yellowing as follows:

- Repealing Section 16-51 “Determination of Emergency”
- Repealing Section 16-53 “Inoculation Required”
- Repealing Section 16-55 “Inoculation of Trees – Authorized”
- Repealing Section 16-56 “Same-Designation of Person; Right of Entry”
- Renumbering of Sections 16-54 “Trees on Public Property”; 16-57 “Infected Trees Declared Nuisance”; 16-59 “Removal of Dead Trees-By Property Owner”; 16-60 “Same-By Town”; and 16-61 “Import of Trees”.

Ordinance 415 is presented for approval on First Reading.

ORDINANCE NO. 415

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 16 “VEGETATION” ARTICLE III “LETHAL YELLOWING”; REPEALING SECTION 16-51 “DETERMINATION OF EMERGENCY”; REPEALING SECTION 16-53 “INOCULATION REQUIRED; SCHEDULE”; RENUMBERING SECTION 16-54 “TREES ON PUBLIC PROPERTY”; REPEALING SECTION 16-55 “INOCULATION OF TREES- AUTHORIZED”; REPEALING SECTION 16-56 “SAME- DESIGNATION OF PERSON; RIGHT OF ENTRY”; RENUMBERING SECTION 16-57 “INFECTED TREES DECLARED NUISANCE”; RENUMBERING SECTION 16-59 “REMOVAL OF DEAD TREES-BY PROPERTY OWNER”; RENUMBERING SECTION 16-60 “SAME-BY TOWN”; RENUMBERING SECTION 16-61 “IMPORT OF TREES”; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING 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 plant disease known as “Lethal Yellowing” was previously discovered near the Town warranting the Town be placed in a quarantine by the Department of Agriculture because of the plant disease;

WHEREAS, many species of palm tree located within the Town were discovered to be susceptible and non-resistant to the disease;

WHEREAS, the many thousands of palm trees in the Town contribute materially to the beauty of the Town as well as the value of the properties located within the Town;

WHEREAS, the threat of destruction of the palm trees within the Town constitutes a serious threat to the well-being of the citizens of the Town and threat to the public welfare;

WHEREAS, the public welfare required prompt and effective measures be taken

to combat and prevent the spread of the disease;

WHEREAS, to protect the Town, its residents and the palm trees, the Town Council declared an emergency enacting certain measures be taken to prevent the spread of the disease;

WHEREAS, in light of the emergency, the Town Council adopted Ordinance 118 on first reading creating Chapter 16, Article III of the Code of Ordinances of Jupiter Island, Florida ("Code") regarding Lethal Yellowing; and

WHEREAS, due to the passage of time, the Town finds it necessary to revise Chapter 16, Article III of the Code regarding Lethal Yellowing disease.

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 findings of fact and conclusions of law of the Town Commission.

Section 2. The Code of Ordinances of the Town is hereby amended at Chapter 16, Article III "Lethal Yellowing" as follows:

The following sections are repealed:

~~Sec. 16-51. Determination of emergency.~~

~~It is found and determined that lethal yellowing constitutes a serious threat to the palm trees in the town to such an extent that all of the palm trees in the town may be threatened with extinction, which would create a grave and dire emergency requiring immediate and effective action.~~

~~Sec. 16-53. Inoculation required; schedule.~~

~~All palm trees within the town susceptible to lethal yellowing shall be inoculated with oxytetracycline or other antibiotic approved and recommended by the state department of agriculture. The first inoculation shall be completed within 110 days from the effective date of the ordinance from which this section was derived and repeated every 120 days thereafter until the danger and threat of infection of lethal yellowing is past.~~

Sec. 16-55. Inoculation of trees—Authorized.

~~The inoculation of palm trees shall be performed under the direction of the town with town forces or private contractors as the town commission may determine to be in the best interests of the town. The expense and costs of the inoculation program shall be borne by the town and paid from revenues of the town available for the purpose.~~

Sec. 16-56. Same—Designation of person; right of entry.

~~The town manager shall designate the person to be responsible for the execution of the inoculation program prescribed in this article and enforce the provisions hereof. The town manager or his designee is authorized and empowered to enter upon any lot or parcel of land in the town at any reasonable hour for the purpose of inspecting or treating any palm trees situated thereon and may remove such specimens from any such trees as are required to implement the purposes of this article. It shall be unlawful for any person to take any action to prevent the town manager or his designee from entering upon any lot or parcel of land in the town for the purpose of such inspection or treatment of such trees or any other act constituting the performance of his duties under the provisions of this article.~~

The following sections are renumbered as follows:

Sec. 16-541. Trees on public property.

The town is hereby required to comply with the terms and provisions of this article with respect to trees located upon public property or public rights-of-way.

Sec. 16-52. Trees deemed vulnerable; application of article.

- (a) The palm trees known to be susceptible to lethal yellowing are as follows:
- (1) *Cocos nucifera* L. (Coconut palm), all varieties, excluding Malayan dwarf.
 - (2) *Veitchia merrillii* (Becc.) H.E. Moore (Christmas palm or Adonidia).
 - (3) *Pritchardia* spp. (all species).
 - (4) *Arikuryroba* spp. (Arikury palm).
 - (5) *Corypha* spp. (Talipot palm).
 - (6) *Phoenix reclinata* Jacq.
 - (7) *Phoenix canariensis* Hort. ex Chab (Canary Island date).
 - (8) *Phoenix Roebelinii*s.
 - (9) *Trachycarpus fortunei* Wendl. (Windmill palm).
 - (10) *Mascarena verschaffeltii* (Wendl.) Bailey (Spindle palm).
 - (11) *Caryota mitis* Lour. (Cluster fish-tail palm).
 - (12) *Borassus flabellifer* L.
 - (13) *Chrysalidocarpus cabadae* (Areca).
 - (14) *Dictyosperma* species.

(b) This article shall apply to all of the above species and varieties of palm trees and to such others as may be found subsequently by the state department of agriculture or other competent authority to be susceptible to such disease.

Sec. 16-573. Infected trees declared nuisance.

All palm trees infected with lethal yellowing are hereby declared to be a public nuisance. All species and varieties of palm trees that are dead or substantially dead, including the stumps thereof, are hereby declared to be a public nuisance.

Sec. 16-584. Spraying of infected trees.

All trees diagnosed to have lethal yellowing shall be sprayed with an appropriate insecticide by a licensed operator prior to it being removed to prevent the spread of the disease in the course of its removal.

Sec. 16-595. Removal of dead trees—By property owner.

No owner of any lot or parcel of land in the town shall permit to remain or maintain on any such lot or parcel any dead or substantially dead palm trees, including the stumps thereof, of any variety or species of palm tree susceptible to lethal yellowing and the same shall be promptly removed by the owner at owner's expense.

Sec. 16-6056. Same—By town.

Upon the failure of any property owner, after five days' notice, to remove dead or substantially dead palm trees, including the stumps thereof, as set forth in section 16-59, the forces of the town may enter the premises where such trees are located and cause such trees to be removed at the expense of the property owner, with the cost thereof to be assessed against the owner and to become a lien upon the premises. In the removal of trees, or stumps, the same shall be cut so that no part of the stump shall extend above the ground level.

Sec. 16-6457. Importation of trees.

(a) No person shall introduce, import or plant within the town any trees or plants described in section 16-52, which plants or trees have not been grown or produced within the town or which are not certified by the state department of agriculture to be free of lethal yellowing disease.

(b) Any tree or plant introduced into the town in violation of this article shall be removed by the town and the cost thereof shall constitute a lien against the property from which it is removed.

Section 3. 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 4. Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith 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 become effective immediately upon passage and approval, as provided by law.

(Continued on next page)

PASSED UPON FIRST READING THE _____ DAY OF _____, 2025.

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

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

KIMERLY KOGOS, Town Clerk

#7461870 v1 18270-00002

Ord. No. 415

Page 6 of 6



TOWN OF JUPITER ISLAND

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: John Duchock, Asst. Town Manager

RE: Agenda Item No. 10 –Lethal Yellowing/ Lethal Bronzing
Spending Authorization

Date: 11/10/2025

Background:

Presently the Town of Jupiter Island treats all palm trees susceptible to Phytoplasma Diseases that cause Lethal Yellowing & Lethal Bronzing (Texas Phoenix Palm Decline), with numbers now approximating 14,000 trees. Protection against lethal yellowing disease is authorized in accordance with Town Code Chapter 16 Vegetation, Article III Lethal Yellowing.

To protect against proliferation of the disease on Jupiter Island, the Town issued two contract awards on October 15, 2020 for Phytoplasma Disease Control (Lethal Yellowing). The first agreement is with Tree Saver, supplier of the "Tree Saver Injection Formula – Oxytetracycline hydrochloride (OTC) 39% active ingredient" that is administered to control the effects of Phytoplasma disease. The Town purchases this product at wholesale cost without tax. The second agreement is with King Tree Service who injects the trees with OTC. Both Tree Saver and King Tree Service agreements require renewal or rebidding. King Tree Service and Tree Saver have provided letters requesting extension of the contract in accordance with the original contract terms and pricing for an additional 12-month period.

Recommendation:

Staff recommends authorizing the Town Manager to extend the current contracts with King Tree Service and Tree Saver for one year and requests spending authorization approval for treatment of lethal

yellowing for one year at a total cost of \$194,443 (\$141,483 for King Tree Service plus \$52,960 for Tree Saver).

INDEPENDENT CONTRACTOR SERVICES AGREEMENT ADDENDUM

THIS ADDENDUM to the Independent Contractor Services Agreement (“ADDENDUM”) made this _____ day of _____, 2025, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, (hereinafter the “TOWN”) with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and King Tree Service of South Florida., (hereinafter “CONTRACTOR”)with its principal address at PO Box 210847, Royal Palm Beach, FL 33421.

WITNESSETH:

WHEREAS, the TOWN and CONTRACTOR entered into an Independent Contractor Services Agreement whereby CONTRACTOR agreed to provide the TOWN with services in the field of Lethal Yellowing Control, plant diseases, and Arborist services, pursuant to the executed agreement dated October 15, 2020 (“AGREEMENT”); and,

WHEREAS, the CONTRACTOR agrees to remain bound by all of the terms and conditions of the AGREEMENT and this ADDENDUM; and,

WHEREAS, the TOWN wishes to extend the term of the AGREEMENT for a period of (1) one-year, adopting the updated compensation rates as provided by the CONTRACTOR and incorporated herein.

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 to extend the AGREEMENT’s term through November 1, 2026, carrying forward all obligations, conditions and the pricing as outlined in Attachment “A” attached and incorporated herein.

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

Attest

TOWN OF JUPITER ISLAND

Kimberly Kogos
Town Clerk

Robert Garlo
Town Manager

**KING TREE SERVICE
OF SOUTH FLORIDA**

Brian Fischer
Vice President

ATTACHMENT "A"
KING TREE SERVICE
OF SOUTH FLORIDA

P.O. Box 210847
Royal Palm Beach, FL 33421-0847

November 4, 2025

**Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455**

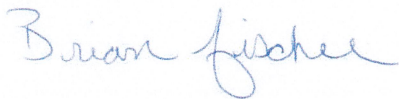
RE: 1 year Contract Extension

King Tree Service wishes to extend its contract for fiscal year 2025-2026. There will be a price increase from \$3.05 per tree per application to \$3.35 per tree per application. Please note this is the first price increase since 2020 and our labor and operation costs have risen significantly more than this price increase reflects.

The previous contract was based on 12,000 trees.
The current tree count is 14,078.

14,078 @ \$3.35 per tree is \$47,161.30 per round of injections.
Three rounds of injections per year equals \$141,483.00.

Prepared by:



**Brian Fischer
ISA Certified Arborist FL-5287A**

INDEPENDENT CONTRACTOR SERVICES AGREEMENT ADDENDUM

THIS ADDENDUM to the Independent Contractor Services Agreement (“ADDENDUM”) made this _____ day of _____, 2025, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, (hereinafter the “TOWN”) with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and MERP, Inc. DBA Tree Saver, (hereinafter “CONTRACTOR”) with its principal address at PO Box 210847, Royal Palm Beach, FL 33421.

WITNESSETH:

WHEREAS, the TOWN and CONTRACTOR entered into an Independent Contractor Services Agreement whereby CONTRACTOR agreed to provide the TOWN with supplies in the field of Lethal Yellowing and other plant disease, pursuant to executed agreement dated October 15, 2020 (“AGREEMENT”); and,

WHEREAS, the CONTRACTOR agrees to remain bound by all of the terms and conditions of the AGREEMENT and this ADDENDUM; and,

WHEREAS, the TOWN wishes to extend the term of the AGREEMENT for a period of (1) one-year, adopting the updated compensation rates as provided by the CONTRACTOR and incorporated herein.

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 to extend the AGREEMENT’s term through November 1, 2026, carrying forward all obligations, conditions and the pricing as outlined in Attachment “A,” attached and incorporated herein.

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

Attest

TOWN OF JUPITER ISLAND

Kimberly Kogos
Town Clerk

Robert Garlo
Town Manager

TREE SAVER

Brian Fischer
Vice President

ATTACHMENT "A"



www.palmtreesaver.com

P.O. Box 210847 Royal Palm Beach, Florida 33421-0847 561-798-3977 Fax 561-798-0445

November 4, 2025

Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

RE: 1 Year Contract Extension 2025-2026

Tree Saver wishes to extend its contract for fiscal year 2025-2026. There will not be a price increase for materials for this fiscal year. Tree Saver will be increasing its prices for all products for all customers in 2026 but we will not increase the price for this fiscal year contract renewal for Jupiter Island.

The previous contract was based on 12,000 trees. The current tree count is 14,078. While the price for products remains the same, the increase in tree count will increase the total price.

This year's injections fall under what we refer to as an "even" year application so valves are only purchased one time instead of two.

1st Round- 565 bottles @ \$24.00 per bottle = \$13,560.00

2nd Round- 565 bottles @ \$24.00 per bottle = \$13,560.00 and 14,000 valves @ \$0.92 = \$12,280.00 for a grand total of \$26,440.00.

3rd Round- 565 bottles @ \$24.00 per bottle = \$13,560.00

Total yearly cost = \$52,960.00.

Please note Jupiter Island is currently carrying an excess inventory of Tree Saver products. This is intentional to account for an increase in trees being planted on Jupiter Island. King Tree Service has also been able to get 3-4 uses out of a valve instead of its designed 2 uses leading to an accumulation of valves.

Current Inventory:

24,000 Valves

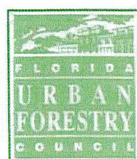
621 bottles OTC

Jupiter Island does not need to purchase valves this year if it wishes to use the excess inventory. Jupiter Island will need to purchase at least two rounds of OTC.

Prepared by:

Brian Fischer

ISA Certified Arborist FL-5287A





MEMORANDUM

TO: TOWN COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER
FROM: MICHAEL S. EWING, DIRECTOR OF PUBLIC SAFETY *MSE*
DATE: NOVEMBER 6, 2025
SUBJECT: AUTHORIZATION TO ACCEPT FDLE GRANT – ICE
 CREDENTIALLED OFFICER BONUS

The Florida Department of Law Enforcement (FDLE), State Board of Immigration Enforcement, has awarded the Town of Jupiter Island Public Safety Department a grant totaling \$11,841.50. This grant was established to provide a one-time \$1,000 bonus payment to Public Safety Officers holding Immigration and Customs Enforcement (ICE) Credentials, and participate in immigration enforcement operations within our jurisdiction.

Public Safety currently has eleven (11) ICE Credentialed Officers eligible under this program. This grant award is part of the State of Florida’s recent legislation mandating local participation and support of the Department of Homeland Security’s (DHS) Immigration and Customs Enforcement (ICE) initiatives.

I respectfully request Commission consensus authorizing the Mayor to sign the grant acceptance documents on behalf of the Town, thereby allowing Public Safety to accept and administer the funds in accordance with FDLE guidelines.

ATTACHMENT: FDLE Grant Award Agreement

Award Number: IG027
 Participating Agency: Town of Jupiter Island, Department of Public Safety
 Grant Activity Period: 02/17/2025 – 06/30/2026
 Award Amount: \$11,841.50
 CSFA Catalog Number: 71.158

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the “Board”) and the Participating Agency named above.

WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of \$250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

- Section I: Scope of Work
- Section II: Deliverables
- Section III: Approved Budget
- Section IV: Amendments
- Section V: Data Collection Requirements
- Section VI: Performance Reporting
- Section VII: Financial Reporting and Reimbursement
- Section VIII: Award Contacts
- Section IX: Special Conditions
- Section X: Standard Conditions for State Financial Assistance Awards
- Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

- (1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement’s (ICE) 287(g) program.
- (2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
- (3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.

- (4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
- (5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
- (6) Procuring equipment, hardware, and software essential to assisting the federal government in its enforcement of immigration laws.
- (7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

Financial Consequences: Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – E Deliverable:	The Participating Agency will provide bonus payments to law enforcement officers credentialed as a designated immigration officer (DIO).
Minimum Performance	The officer receiving the bonus must have participated in one or more U.S. Department of Homeland Security at-risk task force operations. The Participating Agency shall provide a Bonus Payment Certification Form (SBIE-001) for each officer receiving the payment. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$11,841.50.

SECTION III: APPROVED BUDGET

Budget Category	Total
IGP-A: Training Programs for 287(g)	\$0.00
IGP-B: Subletting Detention Beds	\$0.00
IGP-C: Transportation on Behalf of ICE	\$0.00
IGP-D: Travel and Lodging for 287(g)	\$0.00
IGP-E: LEO Bonus Payments	\$11,841.50
IGP-F: CO Bonus Payments	\$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	\$0.00
IGP-H: Other Costs Related to Immigration Enforcement	\$0.00
TOTAL	\$11,841.50

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-E	LEO Bonus	\$1,000 bonus x 11 officers = \$11,000 FICA @7.65% x \$11,000 = \$841.50	\$11,841.50
		TOTAL	\$11,841.50

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board's determination of acceptable expenditures requested for reimbursement shall be conclusive.

SECTION IV: AMENDMENTS

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

Non-Monetary Amendments

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board's grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

Monetary Amendments

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is \$25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board's grant supervisor.

If the total award amount is more than \$25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board's grant supervisor.

SECTION V: DATA COLLECTION REQUIREMENTS

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

Local Law Enforcement Agency – Individual Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Encounter date and reporting agency information
 - a. Date of the encounter
 - b. Agency Name
 - c. Name and title of Officer reporting the encounter
2. Location of the encounter
 - a. City or unincorporated area
 - b. County
 - c. Address
3. Personal identifying information for the suspected unauthorized alien
 - a. First, middle, last name
 - b. Country of citizenship
 - c. Alien registration number (if applicable)
 - d. Date of birth
 - e. Sex
 - f. Complete street address, city, state, and zip code
 - g. Current telephone number
 - h. Street address for current employer
 - i. Identified or suspected criminal gang affiliation
 - j. Vehicle information (description, registration, license plate)
 - k. Criminal history (Yes or No)
 - l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)
 - a. Criminal charges list in order of severity
 - b. Information describing whether ICE was contacted during the encounter, if yes:
 - c. Indication if personnel from ICE responded
 - d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck. This is not required if a jail facility takes a booking photograph after a criminal arrest.

Local Law Enforcement Agency – Summary Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

Detention Facility – Summary Data Collection

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

SECTION VI: PERFORMANCE REPORTING

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

IGP-A Immigration Enforcement Training Programs

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

IGP-B Subletting Detention Beds to Immigration and Customs Enforcement

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

IGP-E Bonus Payments to Law Enforcement Officers

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

IGP-F Bonus Payments to Corrections Officers

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

IGP-G Equipment, Hardware and Software

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

IGP-H Other Costs Associated with Immigration Enforcement

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All reimbursement requests associated with this award will be managed through the Board's electronic grant management system. The participating agency must complete the following three steps, in sequential order, to submit a reimbursement request.

Expense Entry

The Participating Agency is responsible for entering the individual expenses associated with the allowable budget items in Section III of this agreement. These expenses are to be entered as individual items in the electronic grant management system and must adhere to the guidelines for the applicable cost type outlined below.

For any contract, subscription, or payment plan type invoicing, this grant award can only cover the cost of payments made to the vendor/supplier during the grant period.

The grant cannot reimburse payments that will occur after June 30, 2026.

Overtime and Associated Fringe Benefits		
Field Name	Data Required	Example
Salary	Total cost being requested for reimbursement	\$1,473.40
Expense Date	Date Paid (or last date paid if multiple for the month)	03/31/2025
Expense Status	Reviewed	N/A
Payee	Officer Name	John Doe
Description	Description of Activity Dates Work Performed Total Hours x Pay Rate Benefits Breakdown Date(s) Paid	DIO Task Force Operation OT Dates: 03/10/2025, 3/23/2025 10 hours x \$100/hour = \$1,000 FICA = \$1,000 x 7.65% = \$76.50 FRS = \$1,000 x 35.19% = \$351.90 WC = \$1,000 x 4.5% = \$45.00 Paid: 3/17/2025, 3/31/2025
Documentation to Upload	Timesheets OT detail slips (if applicable) Paystub Employer-paid benefit statement (if not clearly shown on paystub)	N/A
Travel Costs and Mileage		

Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement	\$501.42
Expense Date	Date Traveler Paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Traveler Name	John Doe
Description	Reason Destination(s) Dates of travel Breakdown of associated travel cost	287(g) operation in Orlando, FL Dates: 3/15/2025 – 3/17/2025 Mileage: \$0.445/mile x 147 mi. = \$65.42 Hotel: 2 nights x \$176.50/night = \$353 Meals: \$83
Documentation to Upload	Travel Voucher (Form SBIE-004) and documentation as required by form.	N/A
Subletting Beds to ICE		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$1,960.00
Expense Date	Last day of the reporting month	03/31/2025
Expense Status	Reviewed	N/A
Payee	Participating agency name	Elm County Sheriff's Office
Description	Invoice Period Total number of detainees Total number of bed days Reimbursement Rate	March 2025 # of Detainees = 25 # of Bed Days = 56 Rate = \$35/day
Documentation to Upload	Monthly Bed Day Summary (Form SBIE-005)	N/A
Equipment, Hardware, and/or Software		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$17,500
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Idemia
Description	Item(s) calculation Service Period (if applicable) Method of Payment (check #, ACH, credit care)	(5) Rapid ID devices @ \$3,100 each MDM software @ \$2,000 each (October 2025 – September 2026) Paid with Check # 25985
Documentation to Upload	Purchase Order Invoice Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A
Contract Services		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$9,000
Expense Date	Date invoice paid by Participating Agency	03/31/2025

Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Elm County Sheriff's Office
Description	Short expense description Service Period (if applicable) Item(s) calculation Method of Payment (check #, ACH, credit card)	Software configuration and programming for September 2025 120 hours at \$75/hour Paid by ACH
Documentation to Upload	Purchase Order (if applicable) Invoice Service Log/Documentation Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A

Budget Reporting Period and Payment Requests

The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The system will aggregate all expenses entered (based on expense date) for the associated reporting period, which will be used to generate a Payment Request as outlined below.

For any budget reporting period with associated expenses, the Participating Agency is responsible for creating and submitting the payment request in the electronic grant management system and linking the respective budget reporting period(s) accordingly. The closing of each budget reporting period, and submission of the payment request is due no later than 30 days after the end of each reporting period as shown in the table below.

#	Period	Due Date	#	Period	Due Date
01	02/17/2025 – 02/28/2025	03/30/2025	10	11/01/2025 – 11/30/2025	12/30/2025
02	03/01/2025 – 03/31/2025	04/30/2025	11	12/01/2025 – 12/31/2025	01/30/2026
03	04/01/2025 – 04/31/2025	05/30/2025	12	01/01/2026 – 01/31/2026	02/28/2026
04	05/01/2025 – 05/31/2025	06/30/2025	13	02/01/2026 – 02/28/2026	03/30/2026
05	06/01/2025 – 06/30/2025	07/30/2025	14	03/01/2026 – 03/31/2026	04/30/2026
06	07/01/2025 – 7/31/2025	08/30/2025	15	04/01/2026 – 04/30/2026	05/30/2026
07	08/01/2025 – 08/31/2025	09/30/2025	16	05/01/2026 – 05/31/2026	06/30/2026
08	09/01/2025 – 09/30/2025	10/30/2025	17	06/01/2026 – 06/30/2026	07/30/2026
09	10/01/2025 – 10/31/2025	11/30/2025	18	Final Reconciliation	08/30/2026

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participation Agency shall enter all expenses and close the associated budget reporting period(s) within 45 days from activation. In this instance, the Participating Agency may link all prior reporting periods to the first payment request. All other payment request shall only be linked to one reporting period, unless exceptions are granted from the Board's grant supervisor.

If no expenses were incurred during a particular budget reporting period, the Participating Agency shall close the associated budget reporting period as a \$0.00 reporting period. This will not get aggregated into a Payment Request, and the Participating Agency is exempt from submitting a payment request for that period, as there are no associated expenses to request reimbursement for.

Payment Request Submission Certification

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

“Pursuant to the State Board of Immigration Enforcement’s data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year.”

The Board’s grant management team will review compliance with data collection prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board’s grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements is achieved.

Payment Request Approval and Reimbursement

Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida’s performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board’s determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency’s own selection in the state’s vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available at on the Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

SECTION VIII: AWARD CONTACTS

Any changes to the individuals identified below must be made in writing.

Board’s Grant Manager

Josue Jean
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1276
JosueJean@fdle.state.fl.us

Participating Agency Grant Manager

Devan Wilson
Admin Support Administrator
103 Bunker Hill Road
Hobe Sound, FL, 33455
772-545-0121
Dwilson@tji.martin.fl.us

Participating Agency Chief Official

Michael S. Ewing
Chief/Dir of Public Safety
103 Bunker Hill Road
Hobe Sound, FL, 33455
772-545-0320
mewing@tji.martin.fl.us

Participating Agency Chief Financial Officer

Matthew Pazanski
Finance Director
2 Beach Rd
Hobe Sound, FL, 33455
772-545-0103
mpazanski@tji.martin.fl.us

SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
S0007	This award contains grant funds to provide bonus payments for qualified law enforcement officers participating in eligible Department of Homeland Security task force activities. The Participating Agency is required to track the eligibility of each officer and the qualifying task force operations each officer participated in. This documentation must be maintained by the Participating Agency and provided upon request.
W0008	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for a law enforcement officer bonus payment, the Participating Agency must provide a properly executed Bonus Payment Certification (Form # SBIE-001) for each law enforcement officer receiving the bonus.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2024. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2024.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

1. Governing Laws of the State of Florida:

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

- A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection

with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

- B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.
- D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.
- E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.
- F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining and affidavit from the third-party stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.
- G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For this purposes of this condition, security background investigations shall include, but not be limited to: employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.
- H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign and internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state for federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that

prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.

- I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.
- J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization names on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.
 - a. The “Convicted Vendors List” (s. 287.133, F.S.)
 - b. The “Discriminatory Vendors List” (s. 287.134, F.S.)
 - c. The “Forced Labor Vendor List” (s. 287.1346, F.S.)
 - d. The “Scrutinized List of Prohibited Companies” (s. 287.135, F.S.)
 - e. The “Suspended Vendors List” (s. 287.1351, F.S.)
 - f. The “Antitrust Violator Vendor List”, (s. 287.137, F.S.)

2. Funding and Payment Considerations

This agreement is subject to the following funding and payment conditions.

- A. Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025 and June 30, 2026. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should’ve been paid, the Participating Agency shall refund the overage to the Board.
- B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency’s performance of allowable activities outlined in this agreement.
- C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.
- D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: <https://www.myfloridacfo.com/division/aa/vendors>.

- E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.
- F. Expenditures: All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.
- H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2026, the Board may, at its sole discretion, consider the recipient to have forfeited any all rights to reimbursement of the final payment request under this agreement.
- J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
P.O. Box 1489
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

- K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

3. Monitoring and Audit Requirements

This agreement is subject the monitoring activities and audits outlined below.

- A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriation by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.
- B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.
- C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than \$750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.
- D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.
- E. Elective Audits: If the Participating Agency expends less than \$750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.
- F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30th each year.
- G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at <https://floridaauditor.gov>.

- H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGGERx) system.

- I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

4. Mandatory Disclosures

This agreement is subject to the following disclosure and fraud-related conditions.

- A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as “proceedings”) involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.
- B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency’s ability or willingness to perform work under this agreement, then upon the Board’s request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.
- C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.
- D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

5. Public Records Requirements

This agreement is subject to the following public records related conditions.

- A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this

agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.

- B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.
- C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the Board will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.
- E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.
- F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at publicrecords@fdle.state.fl.us or via phone to (850) 410-7676.

6. Nonexpendable Property

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

- A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.
- B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.
- C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

6. Subcontracts

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

- A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.
- B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.

- C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:
- a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
 - b. Specific deliverables related to the scope of work.
 - c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
 - d. The financial consequences that will apply if the minimum level of service is not attained.
 - e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
 - f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.
- D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.
- E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

7. Indemnification

This agreement is subject to the following indemnification related conditions.

- A. Limitations of Liability: The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Recipient, its agents, employees, partners, or subcontractors. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the Participating Agency's products in a manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense;

and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.

- B. Sovereign Immunity: Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

8. Termination and Force Majeure

This agreement is subject to the following termination related conditions.

- A. Corrective Action: The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.
- B. Termination for Cause: The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.
- C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.
- D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency shall not provide any deliverable outlined in Section II after it receives the Board's notice of termination, except as the Board specifically instructs the Participating Agency in writing. The Participating Agency is not entitled to recover any cancellation charges or lost profits.
- E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.
- F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.

- G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.
- H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.
- I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Award ID: IG027

Award Amount: \$11,841.50

**Participating Agency
Town of Jupiter Island, Department of Public Safety**

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Participating Agency Chief Official

Signature: _____ Date: _____

Typed Name and Title: Michael S. Ewing, Chief/Dir of Public Safety

***** If using a designee, sign the Chief Official Designee section below*****

Participating Agency Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

State Board of Immigration Enforcement

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor

Short-Term or Vacation Rental Ordinance No. 402

A Resident's Guide

An Ordinance regulating the rental of properties for Short Term or Vacation Rentals was signed by the Town Commission on November 6th, 2024. This Ordinance may or may not affect a resident of Jupiter Island who rents out their property as follows:

The Jupiter Island Land Development Regulations currently allow homeowners to rent out their property *only* if the entire property is rented and the rental *includes* the principal structure. There is *no time limit* on that rental.

The new Ordinance No. 402 defines a Short-Term or Vacation Rental as a residence or dwelling unit that is used, *whether part-time or full-time*, for a transient public lodging establishment but is *not a timeshare project*. It is *more restrictive* in that the rental can be for *no more than 3 times in a calendar year* for less than 30 days or one calendar month, whichever is less, or a rental that is *advertised* as available to be rented by guests or tenants of the property owner for a period of less than 30 days or one calendar month, whichever is less.

So, renting less than 30 days 3 times in a calendar year or not advertising as a rental for less than 30 days would be allowed.

A permit is required if you exceed the above criteria and can be obtained from the Jupiter Island Building Department.

This Guide is for informational purposes only. If you have any questions, you may contact the Building Department for more information.

CAH/1/25



TOWN OF JUPITER ISLAND
2 Bridge Road, Hobe Sound FL 33455
772-545-0150

VACATION/SHORT TERM RENTAL REQUIREMENTS APPLICANT CHECKLIST

Per Ordinance No. 402, a complete vacation rental permit application form shall include the following:

1. Application
2. Property card printout from Martin County property appraiser database.
3. Current transient public lodging establishment license issued by the Florida Department of Business and Professional Regulation (DBPR).
4. Current certificate of registration with the Florida Department of Revenue for remittance of applicable state taxes, or proof that payment is arranged through a third party such as an on-line platform.
5. Current Martin County Business Tax Receipt.
6. A completed vacation rental responsible party designation, in the format prescribed by the Town, which includes the information required by Ordinance No. 402.
7. Vacation Rental Applicants Affidavit signed and notarized
8. Designated responsible party agreement
9. Requirements and Standards signed and notarized
10. Total number of sleeping rooms at the vacation rental unit: maximum number of guests that can stay overnight at the vacation rental unit at any one time (maximum occupancy is 8 within a four or more bedroom).
11. Homeowners or Property-Owners Association approval to operate the vacation rental unit, if applicable.
12. Floorplan of the vacation rental unit which includes stairways, hallways, bedrooms, exits, and which identifies all fire extinguisher locations.
13. Site survey which includes the residential unit, any swimming pools, hot tubs, spas, fencing and parking.
14. A copy of rental agreement
15. Passed safety inspection



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**VACATION/SHORT TERM RENTAL PERMIT APPLICATION
(Ordinance #402)**

PERMIT # _____

RENTAL ADDRESS: _____

PARCEL CONTROL NUMBER: _____ - _____ - _____ - _____ - _____ - _____

NUMBER OF SLEEPING ROOMS: _____

NUMBER OF GUESTS TO STAY OVERNIGHT (NOTE: MAX 12: _____)

**** PLEASE ATTACHE A COPY OF THE SIGNED RENTAL AGREEMENT****

OWNER NAME AND ADDRESS: _____

DESIGNATED VACATION RENTAL RESPONSIBLE NAME AND ADDRESS:

PHONE: _____

EMAIL: _____

PROPERTY OWNER/AGENT SIGNATURE: _____

PRINTED NAME: _____ DATE: _____



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VACATION/SHORT TERM RENTAL SAFETY INSPECTION PROCESS

Inspection of a vacation rental to verify compliance with the applicable provisions of the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), Florida Administrative Code and the Vacation Rental Ordinance shall be conducted by the Town upon registration of the vacation rental. If instances of non-compliance are found, all such instances of non-compliance shall be handled as other violations of the Florida Building Code and Florida Fire Prevention Code, and Town Ordinance.

Inspections shall be made by the Town through appointment with the vacation owner or agent, as applicable. A re-inspection fee will be charged if no one is present for the inspection or inspection is cancelled with less than 24 hours' notice.



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 772-545-0150

VACATION/SHORT TERM RENTAL COMPLIANCE REQUIREMENTS & STANDARDS

PERMIT # _____ ADDRESS _____

Licensing: Obtain and maintain Town of Jupiter Island Vacation Rental Permit, DBPR, Martin County Business Tax Receipt, Florida Department of Revenue certificate of registration for purposes of collecting and remitting tourist development taxes, and transient rental taxes, Martin County for Tourist Development Tax; and Department of Business and Professional Regulation license as a transient public lodging establishment. Note a separate Business Tax Receipt must also be obtained from the Town of Jupiter Island.

Local Telephone Service: At least one dedicated telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.



Address house numbers must be minimum of 6 inches and visible from the road in the front of the property.

Fees: Fees are non-refundable.

Interior Posting: There shall be posted, next to the interior door of each bedroom and primary egress, a legible copy of the building evacuation map – Minimum 8-1/2" by 11".



Secondary means of escape: (FBC sec. R310.2.1)

Every sleeping room shall have a secondary means of escape. It shall be a minimum of one doorway or one window directly to the exterior. The window shall have a clear opening compliant with the following:

Minimum net clear 20 inches width and 24 inches height.

Opening shall be no less than 5.7 square feet.

Grade floor 5.0 square feet.

Opening shall be no more than 44 inches above the floor.



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Interior Information Packet: There shall be placed within each vacation rental unit an information packet/binder providing the vacation rental lessee with basic information on the Town's laws and ordinances. A statement advising the occupant that unreasonably loud, excessive, unnecessary, or offensive sound during the day or night is prohibited. A sketch or photograph of the location of the off-street parking spaces. The days and times of trash pickup. The location of the nearest hospital. The Town's non-emergency police contact number (772-515-0112). Please see attached ordinance No. 402 for further information.

Fire Extinguishers: Shall be annually inspected and certified by a Florida Licensed Company. One fire extinguisher per unit.



Smoke and Carbon Monoxide Alarms:

All must be hardwired or have a sealed 10-year battery. A smoke alarm shall be installed inside and outside of each sleeping room. A carbon monoxide alarm shall be installed outside each sleeping room and adjacent to the garage door. This is required if gas appliances or attached garage are present.

Swimming Pool Safety:

Option 1: Place alarms on all windows and doors leading to the pool complying with UL 2017. (Alarm must sound at 85decibels). if you have a perimeter gate, you must have a self-latching and self-closing fence surrounding the pool.





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Option 2: Child Barrier Removable fence.

If you choose Option 2, the window and door alarms are not required. The perimeter fence is also not required.



Parking: All vehicles associated with the vacation rental must be parked within a designated parking area on the subject property and in compliance with the Town's Code of Ordinances. Vehicles are not permitted to park outside of the designated parking area, right-of-way or on the street or road.

Notice to Guests: Inform all guests, in writing, prior to occupancy of the property of applicable Town of Jupiter Island ordinances concerning noise, vehicle parking, and garbage with a written summary of the applicable Town's Code of Ordinances printed in the English language and placed within an information packet located within the unit. The summary shall include citations to the applicable Town of Palm Beach Shores ordinances and copies of the complete written text.

Advertising: Any advertising of the vacation rental unit shall conform to the information included in the Town of Jupiter Island Vacation/Short Term Rental Permit and the property's approval, particularly as this pertains to maximum occupancy. A statement stating, "It is unlawful to allow for a sexual offender or sexual predator to occupy this residence when located within applicable zones."

Designated Responsible Party: Be available by landline or mobile telephone answered by the vacation rental owner or agent at the listed phone number 24-hours a day, seven (7) days a week to respond to police, fire or other emergency personnel requests. Otherwise, responses to contact by the Town's regulatory personnel shall be required Monday through Friday, 8:30 a.m. to 4:30 p.m. If required, be able to return to the vacation rental within 60 minutes of notification of an issue by the occupant, law enforcement, emergency personnel or the Town. Maintain all required documents for a period of three (3) years. Receive legal notice on behalf of the owner. Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of this chapter.

Sexual Offenders: For vacation rentals within a protected zone (within one thousand (1,000) feet of any Public or Private School, Child Care Facility, library, Park, or Playground), it shall be unlawful for a vacation rental owner to allow any person who is a convicted person under the statutory sections set forth at Section 46-23 of the Town Code to occupy the vacation rental. Owner or Designated Responsible Party shall determine, prior to submission of an application



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for vacation rental permit, whether the vacation rental is located within a protected zone in which it is unlawful for sexual offenders or predators to establish residence.

Modification of Vacation Rental Permit: An amendment of a vacation rental registration shall be required in the event any one of the following is proposed: (1) an increase in gross square footage; (2) an increase in the number of bedrooms; (3) an increase in the maximum occupancy of the vacation rental; (4) an increase in the number of parking spaces or change in the location of parking spaces for the vacation rental; (5) an increase in the number of bathrooms; (6) any other material modifications that would increase the intensity of use on the vacation rental property; or (7) a change in the designated responsible party.

I hereby also acknowledge that the approval of this Certificate of Compliance shall in no way permit any activity contrary to the Town Code, or any activity that would constitute a nuisance under state or local law. I understand and acknowledge that the approval for the use of this residence as a vacation rental is based on my representations to Town staff. I further acknowledge that it is my responsibility, as property owner and/or local agent, to ensure that the conduct of this vacation rental is not contrary to any ordinance, code or restriction which may govern the property on which the vacation rental will be conducted, which property address is referenced above. I acknowledge that any misrepresentation made by me or by my agent in applying for this permit may render the permit invalid.

Property Owner Signature: _____

Print Name: _____ Date: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization
this _____ day of 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

(Notary Seal)



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2 Bridge Road, Hobe Sound FL 33455
772-545-0150

APPLICANT'S VACATION/SHORT TERM RENTAL AFFIDAVIT

PERMIT # _____ ADDRESS _____

Before me, the undersigned authority personally appeared _____ who, has made themselves aware of the facts and requirements stated herein.

- As of the date this affidavit is signed, I am the known owner or person who is the principal of an entity that owns the residence located at _____ with the Town Jupiter Island Florida.
- I hereby certify that the Vacation Rental is in compliance with the provisions of the Town of Palm Beach Shores Code of Ordinances at Sections 18-52 through 18-58, that I have read and fully understood the above-referenced Code and other applicable local, state, and federal laws, regulations, and standards to include but not be limited to Chapter 509, Florida Statutes and Chapter 61C and 69A, Florida Administrative Code, and will continue to operate within those guidelines.

Property Owner/Agent Signature: _____

Print Name: _____

STATE OF:

COUNTY:

The forgoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

(Notary Seal)



TOWN OF JUPITER ISLAND
2 Bridge Road, Hobe Sound FL 33455
772-545-0150

VACATION /SHORT TERM RENTAL DESIGNATED RESPONSIBLE PARTY

PERMIT # _____ ADDRESS _____

PROPERTY OWNER INFORMATION

Owner Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____

DESIGNATED RESPONSIBLE PARTY (If not the owner above):

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone 1: _____ Telephone 2: _____

E-Mail: _____

ORDINANCE NO. 402 RESPONSIBILITY AGREEMENT

- *The designated vacation rental responsible party listed above must be available by telephone at the number listed above 24-hours a day, seven days a week and be capable of handling any issues relating to the operation of the vacation rental for emergency purpose.*
- *When required, the vacation rental responsible party must be willing and able to return to the vacation rental within 60 minutes following notification from a vacation rental occupant, law enforcement officer, emergency personnel, or the Town to address any issues relating to the operation of the vacation rental.*
- *The vacation rental responsible party must maintain for three years a record of all lease/rental agreements for the vacation rental, as well as a record of all guests of the vacation rental. Both records shall be available for inspection upon request to the building department.*
- *The vacation rental responsible party must be able to receive service of any legal notice on behalf of the vacation rental owners or operators for violation of the requirements set forth in the above Ordinance.*
- *Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of the Town Jupiter Island vacation/short term rental Ordinance.*

By signing below, the Property Owner represents that the designated responsible party identified above meets these requirements.

Signature: _____ Date: _____



TOWN OF JUPITER ISLAND
2 Bridge Road, Hobe Sound FL 33455
772-545-0150

VACATION /SHORT TERM RENTAL APPLICANTS AFFIDAVIT

PERMIT # _____ ADDRESS _____

I, _____ affirm and certify that I understand and hereby consent to comply with all provisions and regulations of the Town of Jupiter Island, Florida. I further understand that if this Application is approved by the Town, will be subject to all applicable laws, regulations, taxes and police powers of the Town, including the Comprehensive Plan and Zoning Ordinance. I further certify that all statements, affidavits, licenses, and certificates submitted herewith, and with the current business tax receipt application are true and accurate and that I understand that giving false or misleading information on this form or on the current business tax receipt application shall result in my certificate of use being revoked in accordance with the Town Code of Ordinances. **I UNDERSTAND THAT THIS VACATION/SHORT TERM RENTAL PERMIT APPLICATION WILL BE APPROVED OR DENIED BASED UPON INFORMATION CONTAINED HEREIN AS WELL AS INFORMATION SUPPLIED IN CONNECTION WITH THE CURRENT BUSINESS TAX RECEIPT APPLICATION IDENTIFIED HEREIN.** Further, I understand that this Application and any attachments become part of the Official Records of the Town and are not returnable.

ADDITIONALLY, I am applying for a VACATION/SHORT TERM RENTAL PERMIT to use property located at the above address as a rental property, specifically a single-family rental. The maximum number of occupants that are permitted to reside on this property at any one time is _____ persons. The maximum number of occupants that are permitted to reside in any separate rental unit is _____. I certify that I am eligible for this certificate and understand that it shall only be permitted in Zoning District _____ and that my property is in that Zoning District. I understand that I must comply with all applicable requirements of Chapter 509, F.S. to operate a rental property establishment as well as all regulations and ordinances of the Town of Jupiter Island. I understand that if there are any violations of the State or Local laws or regulations; or if I have provided false or misleading statements to the Town, my Vacation/Short Term Rental Permit may be revoked in accordance with the Town Code of Ordinances.

I understand the conditions required for a Certificate of Use and agree to abide by same.

Signature of Affiant/Applicant: _____ Date: _____

THE STATE OF :

COUNTY OF:

This "Applicant's Affidavit" was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known by me or who produced _____ as identification and who did/did not take an oath.

(Seal)

NOTARY PUBLIC, State of Florida



TOWN OF JUPITER ISLAND
2 Bridge Road, Hobe Sound FL 33455
772-545-0150

****FOR OFFICIAL USE ****

VACATION/SHORT TERM RENTAL SAFETY INSPECTION

PERMIT # _____ ADDRESS _____

1) At least one dedicated telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.

Pass _____ Fail _____

2) There shall be posted, next to the interior door of each bedroom and primary egress, a legible copy of the building evacuation map – Minimum 8-1/2" by 11".

Pass _____ Fail _____

3) Address house numbers must be minimum of 6 inches and visible from the road in front of the property.

Pass _____ Fail _____

4) Fire Extinguishers shall be annually inspected and certified by a Florida Licensed Company. One fire extinguisher per unit.

Pass _____ Fail _____

5) Smoke and Carbon Monoxide Alarms:

All must be hardwired or have a sealed 10-year battery. A smoke alarm shall be installed inside and outside of each sleeping room. A carbon monoxide alarm shall be installed outside each sleeping room and adjacent to the garage door. This is required if gas appliances or attached garage are present.

Pass _____ Fail _____

6) Secondary means of escape: (FBC sec. R310.2.1):

Every sleeping room shall have a secondary means of escape. It shall be a minimum of one doorway or one window directly to the exterior.

Pass _____ Fail _____

7) Swimming Pool Safety: **Option 1:** Place alarms on all windows and doors leading to the pool complying with UL 2017. (Alarm must sound at 85decibels). if you have a perimeter gate, you must have a self-latching and self-closing fence surrounding the pool. **Option 2:** Child Barrier Removable fence. If you choose Option 2, the window and door alarms are not required. The perimeter fence is also not required

Pass _____ Fail _____

Signature: _____ Date: _____



TOWN OF JUPITER ISLAND
2 Bridge Road, Hobe Sound FL 33455
772-545-0150

****FOR OFFICIAL USE ****

**VACATION/SHORT TERM RENTAL *BUILDING AND CODE*
CHECKLIST and INSPECTION**

PERMIT # _____ ADDRESS _____

Application: ____ Rental Affidavit: ____ Designated Responsible Party: ____
Applicant Affidavit: Requirements and Standards: ____ Safety Inspection: ____
Zoning District: ____ Parking Spaces Provided: ____ Max Occupancy: ____
Public Lodging Establishment License (DBPR): ____ FL Revenue Cert: ____
Martin County BTR: ____ Martin County PAPA Card: ____ Survey: ____
Lease Agreement: ____ Floorplan (all floors): ____ HOA ____

BUILDING OFFICIAL: APPROVED DENIED

Signature _____ Date: _____

CONDITIONS OR REASONS FOR DENIAL BY BUILDING OFFICIAL:

CODE ENFORCEMENT: APPROVED DENIED

Signature _____ Date: _____

CONDITIONS OR REASONS FOR DENIAL BY CODE ENFORCEMENT:



Instr. # 3105055
Blk. 3473 Pg. 2352 Pages: 1 of 11
Recorded on: 12/17/2024 9:50 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$95.00

ORDINANCE NO. 402

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 6 OF THE JUPITER ISLAND CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS" TO CREATE A NEW ARTICLE V ENTITLED "SHORT-TERM AND VACATION RENTALS"; PROVIDING FOR REGULATIONS PERTAINING TO SHORT-TERM OR VACATION RENTALS OPERATING WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, prior to 2011, municipalities in Florida were free to regulate local land use issues pertaining to vacation or short-term rental properties under the Home Rule authority granted by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in 2011, the Florida Legislature enacted Chapter 2011-119 Laws of Florida, preempting the local regulation of a specific land use known as short-term or vacation rentals, preventing municipalities from enacting new regulations necessary to address any consequential or negative impacts caused by vacation rentals; and

WHEREAS, in 2014, the Florida Legislature enacted Chapter 2014-71, Laws of Florida, rescinding the complete preemption of the regulation of short-term or vacation rentals, and specifically mandating that local laws, ordinances or regulations could not prohibit vacation rentals or regulate the duration or frequency of vacation rentals; and

WHEREAS, Chapter 2014-71, Laws of Florida, returned some local control back to municipalities to mitigate the effects of short-term or vacation rentals to make them safer and more compatible with existing neighborhood regulations and to hold operators of such properties accountable for their proper operation; and

WHEREAS, the occupants of vacation rentals, due to the transient nature of such occupancy, may be unfamiliar with local hurricane evacuation plans, the location of fire extinguishers, exit routes, pool and home safety features, and other similar safety measures that would ordinarily be provided to guests in traditional lodging establishments (i.e., hotels and motels); and

WHEREAS, when unregulated, there is the potential that occupants of short-term or vacation rentals located within established neighborhoods may disturb the quiet enjoyment of the neighborhood and create secondary impacts, including noise, traffic, parking and a greater demand for public services; and

WHEREAS, traditional short-term lodging establishments are typically restricted to commercial and other non-residentially zoned areas of a community where the intensity of these uses can be separated from single family and other residential uses; and

WHEREAS, the Town Commission desires to adopt standards both to provide for the safety and welfare of occupants of short-term or vacation rentals and to minimize, to the extent possible, the negative impacts caused by short-term or vacation rentals in the Town's single family residential neighborhoods throughout the Town; and

WHEREAS, by the enactment of these regulations, the Town Commission seeks to ensure, to the extent possible, that any property owner in the Town that chooses to operate a short-term or vacation rental is safely operating the property and that its operation conforms to the low intensity residential neighborhood character that exists within the Town; and

WHEREAS, by enacting these regulations, the Town Commission seeks to ensure, to the extent possible, that any property being operated as a short-term or vacation rental property does not detract from the property values of other properties in proximity to the short-term or vacation rental, or throughout the Town; and

WHEREAS, by enacting these regulations, the Town Commission seeks to maintain, to the extent possible, the compatibility of short-term or vacation rentals with neighboring residential properties and properties throughout the Town; and

WHEREAS, the Town Commission finds that the enactment of regulations applicable to short-term or vacation rentals is necessary to preserve the integrity of the Town's residential areas and neighborhoods and corresponding property values; and

WHEREAS, the Town Commission finds that the enactment of these regulations will further and protect the health, safety and general welfare of the Town's residents, property owners, and transient occupants of any short-term or vacation rental properties in the Town; and

WHEREAS, the Town Commission finds that these regulations are necessary to address potential life safety issues associated with the short-term or vacation rental of properties within the Town; and

WHEREAS, the Town Commission finds that these regulations are necessary to address the compatibility and secondary effects derived from the operation of short-term or vacation rentals in conformance with current state law; and

WHEREAS, the Town Commission finds that consistent with current state law, these regulations neither prohibit vacation rentals nor restrict the duration or frequency of short-term or vacation rentals and are otherwise consistent with state law.

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

Section 1: Chapter 6. Licenses and Business Regulations of the Code of Ordinances of the Town of Jupiter Island is hereby amended to create Article V to be entitled "Short-Term and Vacation Rentals" to read as follows:

ARTICLE V. VACATION RENTALS

Sec. 6.72. Vacation or Short-Term Rental defined: permit required.

A short-term or vacation rental is hereby defined as residence or dwelling unit that is used, whether part-time or full-time for transient public lodging establishment but that is not a timeshare project. A transient public lodging, which is rented out to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place that can be rented to guests or tenants of the property owner for periods of less than 30 days or one calendar month whichever is less. It shall be unlawful for any person or entity to operate a short-term or vacation rental or offer such property for rent as a short-term or vacation rental within the Town, unless the owner of the property has registered such property with the Town and obtained a permit in accordance with the requirements of this Article. Separate permits are required for each individual rental unit. All rental permits shall be renewed annually and shall be considered delinquent if not renewed by September 30 of each year. Vacation or Short-Term Rental Permits are separate and distinct requirements that must be obtained in addition to any other applicable business tax receipts and certificates of use.

Sec. 6.73. Vacation rental permit application.

The owner or operator of a property available for rent as a short-term or vacation rental property shall register with the Town by submitting to the Building Department a completed application in a form promulgated by the Town, together with the payment of registration and inspection fees in amounts established by the Town, which amounts may be amended from time to time at the Town's discretion.

Permit application. A complete permit application form shall include the following:

- a. Property card printout from the Martin County property appraiser database;
- b. Current transient public lodging establishment license issued by the Florida Department of Business and Professional Regulation;
- c. Current certificate of registration with the Florida Department of Revenue for remittance of applicable state taxes or proof that payment is arranged through a third party such as an on-line platform;
- d. Current Martin County Business Tax Receipt;

- e. Evidence of the rental's current and active account with the Martin County Tax Collector for the purpose of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Tax Collector;
 - f. The total number of individuals that can stay overnight at any one time is two per sleeping room, not to exceed 12;
 - g. The maximum number of individuals that may gather at or occupy the property at any one time is 12;
 - h. Floorplan of the structures on the property to be rented which include stairways, hallways, bedroom exits and which identifies all fire extinguisher locations;
 - i. Site survey which includes all residential units, any swimming pools, hot tubs, spas and fencing;
 - j. A copy of the lease agreement used;
 - k. A completed responsible party designation, in the format prescribed by the Town;
 - l. Proof that the vacation rental has satisfied the inspection requirements contained in this Code; and
 - m. A commercial Certificate of Insurance evidencing coverage to cover bodily injury and property damage liability for injury or harm to occupants and other invitees. With respect to the use of the property as a short-term or vacation rental with minimum limits of liability as follows:
 - i) Each Occurrence: \$1,000,000.00; and
 - ii) Policy Aggregate: \$2,000,000.00.
1. Modification of permit. An application for modification of a permit shall be required in the event that any of the following changes to the residential structures being rented are proposed:
 - a. An increase in gross square footage;
 - b. An increase in the number of bedrooms;
 - c. An increase in the maximum occupancy;
 - d. An increase in the number of parking spaces or a change in the location of parking spaces;
 - e. An increase in the number of bathrooms;
 - f. Any other material modifications that would increase the intensity of use on the rental property; or
 - g. A change in the designation of the responsible party.
 2. Duration of permit. A permit issued under this Article shall expire each September 30 and may be annually renewed thereafter provided the property is in compliance with this Article.
 3. Renewal of permit. The renewal of a permit shall be completed by September 30 of each year, through the execution of a renewal affidavit, in the format prescribed by the Town, and the payment of the renewal fee as established by the Town. A

property owner may apply for renewal of a permit after July 1 prior to the expiration of the annual license.

4. Incomplete permit application/renewal. If the permit application or renewal form submitted pursuant to this Article is incomplete the applicant shall be informed of such deficiency and shall have 10 calendar days to correct the deficiency. If any deficiency is not corrected, the permit application shall be deemed withdrawn.
5. Outstanding code violations. The Town shall not process any vacation rental registration or renewal if the property has any current code violations.
6. Non-transferability and non-assignability of permit. Permits issued under this Article are non-transferable and non-assignable. If the ownership of any property is sold or otherwise transferred, the new owner must obtain a new permit.
7. Permit application or renewal fees. The Town charges reasonable administrative fees to process a permit application or renewal. Fees are non-refundable.
8. False or misleading information. It shall be unlawful for any person to give false or misleading information in connection with any application for modification, or renewal of a permit as required by this article. Permit applications shall be notarized. Any false statements made in an application shall be a basis for the revocation of the permit issued pursuant to such application.

Sec. 6.74. Responsible party.

Any rental property permitted under this Article must designate a responsible party to respond to routine inspections as well as non-routine complaints and any other problems related to the rental operation. The property owner may serve in this capacity or shall otherwise designate another person 18 years or older to perform the following duties:

1. Be available by telephone at the listed phone number 24 hours per day, seven days per week and be capable of handling any issues relating to the operation of the rental;
2. If required, be able to return to the vacation rental within 60 minutes following notification from occupant of the rental property, law enforcement officer emergency personnel, or the Town to address any issues relating to the operation of the property;
3. Maintain for three years a record of all lease/rental agreements for the short-term or vacation rental property, and a record of all guests of the rental property. Both of these records shall be available for inspection upon request;
4. Receive service of any legal notice on behalf of the rental owners or operators for violation of the requirements set forth in this article; and
5. Conduct an on-site inspection of the rental property at the end of each rental period to ensure continued compliance with the requirements of this Article.

Sec. 6.75. Vacation rental standards.

No person or entity shall own or operate a vacation rental within the Town unless such vacation rental complies with the following standards:

1. Minimum life/safety requirements.
 - a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act as set forth in F.S. ch. 515.
 - b. Smoke and carbon monoxide (CO) detection and notification systems. Each rental property must be outfitted with an operational smoke and carbon monoxide (CO) detection notification system. Every smoke and carbon monoxide (CO) detection notification system must be hard-wired or have a sealed ten-year battery. A smoke alarm shall be installed in each sleeping room. A carbon monoxide alarm shall be installed outside each sleeping room and adjacent to the garage door. All smoke and carbon monoxide alarms shall be interconnected.
 - c. Fire extinguisher. A portable, multi-purpose dry chemical 2A: 108:C fire extinguisher shall be installed inspected and maintained in accordance with NEPA 1 on each floor/level of the residential unit and/or any accessory residential unit. The fire extinguishers shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.
 - d. Local telephone service. At least one land line telephone with the ability to call 911 shall be available in the main level common area of the property.
 - e. Secondary means of escape. Every sleeping room and living area shall have a secondary means of escape. It shall be a minimum of one (1) doorway or one window directly to the exterior. The window shall have a clear opening compliance with the following:
 1. Clear width shall be no less than 20 inches;
 2. Clear height shall be no less than 24 inches;
 3. Opening shall be no less than 5.7 square feet; and
 4. Opening shall be no more than 44 inches above the floor.
2. Solid waste handling and containment. Solid waste and recycling collection services shall be provided. For purposes of this section a solid waste or recycling container shall not be placed at curbside before the day prior to solid waste pickup and each solid waste or recycling container shall be removed from curbside before midnight of the day of pickup.
3. Short-Term or Vacation Rental lease agreement requirements.

- a. There shall be a written or online lease, or other recorded written agreement memorializing each rental tenancy between the owner/operator or its responsible party and the tenants. The agreement shall, at a minimum, contain the following information:
 1. The maximum number of occupants for the unit;
 2. The number of parking spaces associated with the property, and a sketch or photograph showing the location of each parking space;
 3. The names and ages of all tenants who will be occupying the property;
 4. The dates of such occupancy; and
 5. A statement that all tenants must evacuate from the property following any evacuation order issued by local, state, or federal authorities.
 - b. Submit a copy of any short-term or vacation rental lease or agreement from the owner/operator or responsible party at any time.
4. Posting requirements.
- a. The property which is the subject of a short term or vacation rental shall be posted with the following information next to the main entrance door:
 1. The name, address and telephone number of the responsible party;
 2. The maximum occupancy permitted;
 3. The days and times of solid waste and recycling pick up and a notification that all garbage or trash must be placed in a garbage or trash can or other approved solid waste receptacle and that all recyclables must be placed in approved recyclable containers;
 4. The location of the nearest hospital; and
 5. The location of all designated parking spaces/areas.
 - b. There shall also be posted next to the interior door of each bedroom, a building evacuation map (at least 8 ½ inches by 11 inches)

Sec. 6.76. Initial and subsequent compliance inspections of vacation rentals.

(a) Initial inspection. An initial inspection of the short-term or vacation rental by the Town public safety and/or Building Department personnel for compliance with this Article is required prior to the issuance of a permit. If a violation is determined to exist on the property, all violations must be corrected within the time specified by the Town, and the property or dwelling unit must be re-inspected prior to issuance of the vacation rental permit as provided herein.

(b) Subsequent inspections. Once a permit is issued the property shall be maintained in accordance with the standards herein and re-inspected thereafter annually. For an inspection, all violations must be corrected and re-inspected within 30 calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the permit until such time as the violations are corrected and re-inspected.

(c) Inspection appointments. The responsible party shall schedule all inspections with the Town's inspector. If the Town inspector has made an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the Town's inspector at the scheduled time, the owner shall be charged a "no show" fee in an amount established by the Town to cover the Town's inspection expense.

(d) Notice of failure of inspections. If the Town's inspector is denied admittance by the responsible party or if the inspector fails in at least three attempts to complete an initial or subsequent inspection to the property, the inspector shall provide notice of failure of inspection to the owner to the address shown on the issued permit.

(1). For an initial inspection the notice of failure of inspection results in the permit not being issued, the property shall not be operated as a short-term or vacation rental property until a valid permit has been obtained from the Town.

(2). For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

Sec. 6.77. Prohibitions; evidence of unlawful vacation rental operation.

a. It shall be unlawful for any person or entity to rent, lease, advertise or hold out for rent any property for short-term or vacation rental use without a permit.

b. Prima facie evidence of the operation of a short-term or vacation rental use of a property shall include but are not limited to:

1. Registration or licensing for short-term rental or vacation rental use by the state under F.S. chapters 212 (Florida Tax and Revenue Act) and 509 (Public Lodging and Food Service Establishments);

2. Advertising, listing, posting, or otherwise holding out any structures on a property for short term or vacation rental use on internet platforms, print, or any other mass communication medium;

3. Reservations, booking arrangements or more than one signed lease, sublease, assignment or any other agreement for compensation or other legal consideration addressing or overlapping any period of 30 days or less; or

4. The use of a real estate agent or other third person or agent to make reservations or booking arrangements.

c. Nothing set forth herein precludes the Town from presenting other forms of evidence of unlawful vacation rental use or operation.

Sec. 6.78. Administration of Short-Term or Vacation Rental Permits; criteria for denial, suspension, cancellation, or revocation of permits; appeals; enforcement.

a. Issuance or denial by the Town upon application. The Town may approve or deny a permit application/renewal in conjunction with the issuance of a notice of denial upon finding that one or more of the criteria at subsections b (1)-(5) of this section are not

met. In addition, the Town may impose reasonable conditions on the operation of the property as a short-term or vacation rental property as it deems necessary to protect the public health, safety and welfare.

b. Specific criteria which may result in the denial, suspension, or revocation of a permit by the Town or Special Magistrate. A permit may be denied, suspended, or revoked by the Town, or suspended or revoked by the Special Magistrate as further provided herein, when it is determined that:

1. A property owner through its application has misrepresented or failed to disclose material facts or information which is required to be included in the permit;

2. The same or substantially similar activities on the property during a 12-month period has been conducted in such a manner as to have violated any Town Code provisions or the provisions of this Article and/or any of the following determinations have been made by the Town:

a. The activity has become a public nuisance by code;

b. The activity constitutes a public nuisance at common law;

c. The activity violates the Town's regulations as set forth in Chapter 6 alcoholic beverages;

d. The activity is injurious to the public morals, safety, or general welfare or;

e. The property has been operated in such a manner as to injure the health, safety, or general welfare so as to disturb the quiet enjoyment of neighboring residents or the residents of the Town.

3. The issuance or renewal of the permit was contingent upon the owner's/applicant's compliance with specific conditions:

4. An owner has violated any provision of this Article and has failed or refused to cease or correct the violation after having been notified to do so by the Town or by an order of the Special Magistrate.

c. Enforcement procedures.

1. First-time violations. Upon determination by the Town that a property is being operated in a manner not consistent with the requirements of this Article, the Town shall notify the property owner of the of a violation and schedule a hearing before the Special Magistrate. The Special Magistrate's findings and order shall constitute the final administrative action of the Town for purposes of judicial review under state law.

2. Subsequent violations, suspension. Upon determination by the Special Magistrate that a property owner has committed a repeat violation of the provisions of this Article, then addition to any applicable fines, the Town may immediately suspend or revoke the permit that was issued.

4. Fees. No permit fees shall be refunded if a permit has been suspended, revoked or cancelled.

5. Additional remedies. Nothing contained herein shall prevent the Town from seeking all other available remedies which may include but not be limited to injunctive relief, the foreclosure of liens, and /or any other civil or criminal penalties as provided by law.

Section 2. Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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 4. Codification. This ordinance may be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 5. Effective Date. This ordinance shall become effective immediately upon execution.


(Continued on next page)

ORDINANCE NO. 402 PASSED UPON FIRST READING THE 6th DAY OF NOVEMBER, 2024.

PASSED AND ADOPTED UPON THE SECOND READING FOLLOWING PUBLIC HEARING THE 6th DAY OF DECEMBER, 2024.

(SEAL)

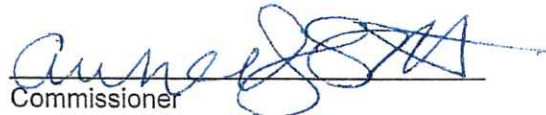
TOWN OF JUPITER ISLAND, FLORIDA



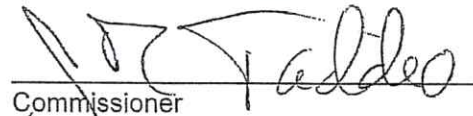
Mayor



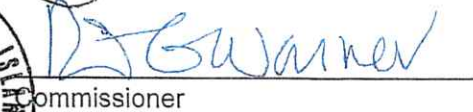
Vice Mayor



Commissioner

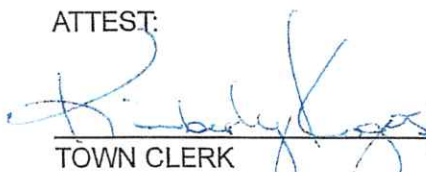


Commissioner



Commissioner

ATTEST:



TOWN CLERK



#5840110 v4 18270-00002

CHAPTER 2014-71

Senate Bill No. 356

An act relating to the regulation of public lodging establishments and public food service establishments; amending s. 509.032, F.S.; revising the permitted scope of local laws, ordinances, and regulations regarding vacation rentals; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 509.032, Florida Statutes, is amended to read:

509.032 Duties.—

(7) PREEMPTION AUTHORITY.—

(a) The regulation of public lodging establishments and public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the state. This paragraph does not preempt the authority of a local government or local enforcement district to conduct inspections of public lodging and public food service establishments for compliance with the Florida Building Code and the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.

(b) A local law, ordinance, or regulation may not ~~restrict the use of vacation rentals, prohibit vacation rentals, or regulate the duration or frequency of rental of vacation rentals based solely on their classification, use, or occupancy.~~ This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

(c) Paragraph (b) does not apply to any local law, ordinance, or regulation exclusively relating to property valuation as a criterion for vacation rental if the local law, ordinance, or regulation is required to be approved by the state land planning agency pursuant to an area of critical state concern designation.

Section 2. This act shall take effect July 1, 2014.

Approved by the Governor June 13, 2014.

Filed in Office Secretary of State June 13, 2014.

To: Mayor and Town Commissioners
Robert Garlo, Town Manager
From: Catherine Harding, Building Director
Date: November 10, 2025
Re: Private Streets

The Commission has requested an ordinance to address Private Streets. The following is our recommendation.

Article V. Subdivisions. Division 2. Subdivision Design Standards. Section 2.00 Streets, addresses streets in a subdivision. If we add a Section in Division 2, for Private Streets, we can use the current standards for streets, which is Martin County and the Town of Jupiter Island, for the repaving, repair or reconstruction of the street, at the owner's expense. A building permit would be required. No other corollary work would be required.

A Private Street would be defined as any named street not officially accepted by the Town that has been used by owners for access to a property or properties. A right of way or easement access would not be considered a private street.

Cah/11/25



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

CC: Kimberly Kogos, Town Clerk

From: Robert Garlo, Town Manager

RE: Agenda Item No. 15a – RFP 2026-02 Legal Services Update

Date: 11/10/2025

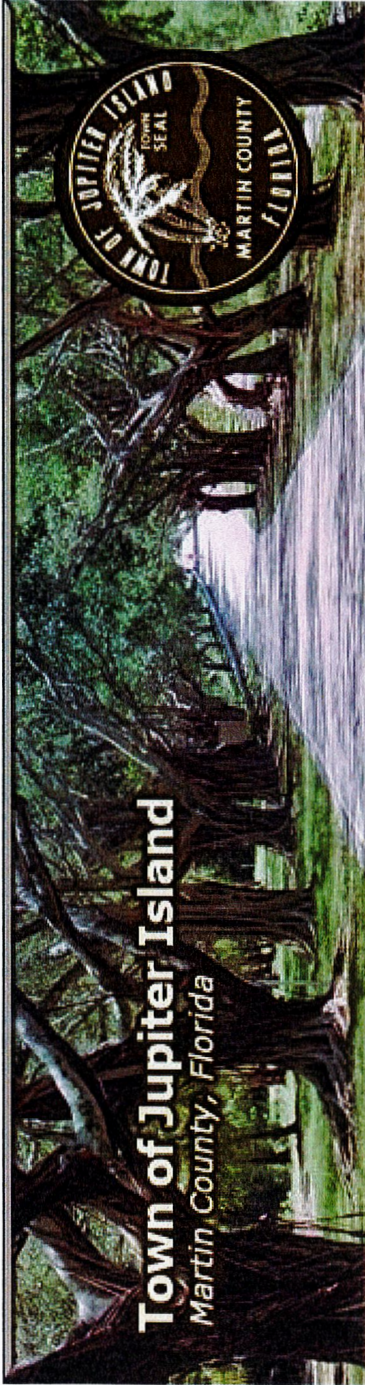
At the October 20, 2025, Town Commission meeting, following the retirement announcement of Town Attorney Baird, staff was directed to solicit a Request for Proposal (RFP) for Municipal Legal Services. The RFP was published on November 5, 2025, with submissions due on Monday, December 8, 2025. Following is the timeline for Commission review, shortlist and award:

Monday, December 8, 2025, 2pm – Public Bid Proposal Open

Friday, December 12, 2025, 9am – Town Commission Special Meeting to Review and Shortlist Applicants

Tuesday, December 16, 2025, 11am – Town Commission Special Meeting to Interview Shortlist Candidates

Wednesday, December 17, 2025, 9am – Town Commission Meeting – Announcement and Contract Award of Municipal Town Attorney



September 2025 General Fund FY 2024-2025 Interim Financial Report

Town Commission Meeting
November 20, 2025

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

Account Description	Amended Budget 2024-2025	YTD Actual 9/30/2025	Target 100%
Total General Fund Revenues	\$13,023,593	\$15,626,610	120%
Transfers from Reserves	\$2,012,154	\$0	0%
Total Revenues	\$15,035,747	\$15,626,610	104%
Total Administration	\$3,792,285	\$3,627,451	96%
Total Public Safety	\$6,289,739	\$6,108,652	97%
Total Building Department	\$2,706,441	\$2,005,646	74%
Total Public Works	\$2,247,282	\$1,807,455	80%
Total General Fund Expenditures	\$15,035,747	\$13,549,203	90%
Year to Date Net Income		\$2,077,407	

FY 2024-2025 Revenues

Account Description	Amended Budget 2024-2025	PYTD Actual 9/30/2024 2023-2024	YTD Actual 9/30/2025 2024-2025	Actual % of Budget (Target 100%) 2024-2025
Ad Valorem	\$9,927,402	\$9,056,011	\$9,921,902	100%
Total Other Taxes and Fees	\$333,000	\$331,513	\$322,666	97%
Total Licenses and Permits	\$850,500	\$1,643,325	\$1,234,961	145%
Total Intergovernmental Revenue	\$325,100	\$186,590	\$2,607,226	802%
Total Charges for Services	\$131,000	\$124,445	\$111,697	85%
Total Fines and Forfeits	\$2,000	\$2,861	\$3,849	192%
Total Miscellaneous Revenues	\$750,512	\$900,636	\$742,630	99%
Transfers from Interfunds	\$704,079	\$681,515	\$681,679	97%
Subtotal Revenues	\$13,023,593	\$12,926,897	\$15,626,610	120%
Transfer from Reserves	\$2,012,154	\$0	\$0	
Total General Fund Revenues	\$15,035,747	\$12,926,897	\$15,626,610	104%

FY 2024-2025 Expenses by Department

Account Description	Amended Budget 2024-2025	PYTD Actual 9/30/2024	YTD Actual 9/30/2025	Actual % of Budget (Target 100%)
Total Administration - Payroll	\$1,431,739	\$1,140,942	\$1,408,451	98%
Total Administration - Benefits	\$892,571	\$815,083	\$838,938	94%
Total Administration - Operating	\$1,385,975	\$1,439,055	\$1,354,925	98%
Subtotal	\$3,710,285	\$3,395,080	\$3,602,314	97%
Total Administration - Capital	\$82,000	\$36,304	\$25,137	31%
Total Administration	\$3,792,285	\$3,431,384	\$3,627,451	96%
Total Public Safety - Payroll	\$3,193,099	\$2,872,988	\$3,129,045	98%
Total Public Safety - Benefits	\$1,031,813	\$870,916	\$988,468	96%
Total Public Safety - Operating	\$1,433,908	\$1,413,085	\$1,480,056	103%
Subtotal	\$5,658,820	\$5,156,989	\$5,597,569	99%
Total Public Safety - Capital	\$630,919	\$505,376	\$511,083	81%
Total Public Safety	\$6,289,739	\$5,662,364	\$6,108,652	97%
Total Building - Payroll	\$546,510	\$477,436	\$466,913	85%
Total Building - Benefits	\$171,337	\$164,375	\$120,619	70%
Total Building - Operating	\$1,978,594	\$1,264,270	\$1,418,114	72%
Subtotal	\$2,696,441	\$1,906,080	\$2,005,646	74%
Total Building - Capital	\$10,000	\$27,825	\$0	0%
Total Building Department	\$2,706,441	\$1,933,905	\$2,005,646	74%
Total Public Works - Payroll	\$758,952	\$624,852	\$661,695	87%
Total Public Works-Benefits	\$457,028	\$296,413	\$306,555	67%
Total Public Works - Operating	\$830,002	\$646,821	\$714,629	86%
Subtotal	\$2,045,982	\$1,568,087	\$1,682,879	82%
Total Public Works - Capital	\$201,300	\$418,629	\$124,575	62%
Total Public Works	\$2,247,282	\$1,986,715	\$1,807,455	80%
Total General Fund Expenditures	\$15,035,747	\$13,014,369	\$13,549,203	90%

Balance Sheet as of 9/30/2025

Assets

CASH GENERAL ACCOUNT - SEACOAST	\$ 2,757,723
MONEY MARKET-SEACOAST	\$ 6,465,131
CASH PAYROLL - SEACOAST	\$ 50,000
CASH FLEX SPENDING - SEACOAST	\$ 15,339
INVESTMENT POOL	\$ 2,343,604
INVESTMENT- FL PALM	\$ 100,681
INVESTMENT - SBA	\$ 3,641,581
PETTY CASH	\$ 550
ACCOUNTS RECEIVABLE	\$ 14,733
ACCOUNTS REC. - RETIREE BENEFITS	\$ (124)
DUE FROM BEACH PROTECTION	\$ 61,840
DUE FROM UTILITIES	\$ 106,771
<u>PREPAID ITEMS</u>	\$ 107,425
Total Assets	\$ 15,665,254

Liabilities

ACCOUNTS PAYABLE	\$ 647,630
DUE TO OTHER GOV. UNITS	\$ 14,506
ACCRUED PAYROLL/BENEFITS	\$ 328,315
OVERPAYMENTS-RETIRES	\$ 1,470
<u>DONATIONS</u>	\$ 5,004
Total Liabilities	\$ 996,925

Reserves/Fund Balances

NONSPENDABLE PREPAID	\$ 32,933
RESTRICT- ENFORCE FL BLDG CODE	\$ 3,672,568
ASSIGNED FOR EMERGENCIES	\$ 1,000,000
ASSIGNED FOR COMPENSATED AB	\$ 115,000
ASSIGNED FOR UNINSURED LOSS	\$ 80,000
FUND BALANCE	\$ 7,690,422
CHANGE IN FUND BALANCE - Current	\$ 2,077,407
Total Reserves/Fund Balances	\$ 14,668,329

Total Liabilities and Fund Balance

Total Liabilities and Fund Balance	\$ 15,665,254
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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: Mayor and Town Commission
Town Manager, Bob Garlo
From: Catherine Harding, Building Director
Date: November 10, 2025
Re: Building Department Report, October 21, through November 10, 2025

This report covers October 21, 2025, through November 10, 2025. There were 3 Building Permits issued with a construction value of \$411,400. and \$6,325. in permit fees collected. Our Building Inspectors made 198 inspections of those 2 were issued a C.O.

Year to date there were 221 permits issued with a total construction value of \$68,134,376. and total fees collected of \$1,083,945.

Code Compliance responded to 23 formal complaints. They consisted of 7 construction site maintenance issues, 1 illegal equipment, 1 landscape maintenance, 6 vehicles in the right of way, 1 illegal sign, 2 noise complaints, 1 starting work too early, 2 violations of the LDR's and 2 working without a permit.

To better handle and track code violations, we have developed a Code Complaint Form that is available online. All code complaints must be received by our office on this form. John will investigate the complaint and respond in writing. It will prevent any confusion as to who is handling the complaint.

The Short Term/Vacation Rental Ordinance is in effect. We have given the Commission a file with a copy of the State Law governing Short Term Rentals, our Ordinance No, 402, an application form and an analysis of the Ordinance. No homeowner has come forward for information.

The first draft of the Comprehensive Plan was submitted to the Commission for review. It was discussed that the goal of the Plan is to maintain the character of the Town while updating the required regulations. A revised draft is being prepared by Kimley Horn, for the Commission to review.

The Development Review Board was created to hear variances and site plan presentations in one meeting by one Board. A workshop was held to advise the DRB on the Sunshine Law and various procedures and guidance they will follow. The first meeting of the Board was held November 6, 2025, to hear three applications. All three were approved with conditions. The Development Orders are being prepared and will follow.

Respectfully submitted,

Catherine Harding



Monthly Activity

	October 2024	October 2025	YTD - 2024	YTD - 2025
<i>Calls for Service</i>	167	175	1,395	1,456
<i>Arrests</i>	4	6	16	27

Traffic & Marine Activity

	October 2024	October 2025	YTD - 2024	YTD - 2025
<i>Traffic Stops</i>	62	127	640	1,019
<i>Vehicle Citations</i>	7	20	105	126
<i>Parking Citations</i>	1	3	67	85
<i>Vehicle Crashes</i>	3	0	16	23
<i>Marine Unit Activity</i>	69	21	378	341

Major Crimes

<i>Crime Type</i>	October 2024	October 2025	YTD - 2024	YTD - 2025
<i>Robbery</i>	0	0	1	0
<i>Burglary</i>	0	0	1	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	6	1

Other Crimes

<i>Type</i>	October 2024	October 2025	YTD - 2024	YTD - 2025
<i>Fraud</i>	0	1	1	3
<i>Drug Violations</i>	0	0	1	4
<i>Trespassing</i>	0	0	0	1
<i>Vandalism</i>	0	0	1	0
<i>Disorderly Conduct</i>	0	0	1	0
<i>Lewd & Lascivious</i>	0	0	0	0
Total	0	1	4	8

ALS Fire Rescue Responses

Medical calls this month	5	Avg. response time	3.1 minutes
Fire calls this month	6	Avg. response time	1.5 minutes

Criminal Activity

Assist Other Agency; Exploitation of Elderly / October 2, 2025; Officers responded to the 200 block to assist DCF with the investigation of an elderly exploitation investigation. It was determined that the information received was related to a potential civil case with family members and occurred outside of Florida. It was turned over to the other jurisdiction for follow-up.

Traffic Arrest / October 12, 2025; while conducting a lawful traffic stop, the operator of the vehicle was issued a criminal citation for Driving While License Suspended or Revoked. The vehicle was turned over to a licensed driver.

Involuntary Commitment; Baker Act / October 13, 2025; Officers received a Physician initiated Involuntary Commitment order. Contact was made with the subject and they were transported to the closest Baker Act receiving facility without incident.

Traffic Arrest / October 15, 2025; while conducting a lawful traffic stop, the operator of the vehicle was arrested and transported to the MC Jail for Driving While License Suspended or Revoked. The vehicle was towed from the scene by wrecker.

Traffic Arrest / October 16, 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. During the traffic stop, it was determined that a passenger of the vehicle had an open administrative immigration warrant. The subject was subsequently placed under arrest and transported to the MC Jail where an immigration hold was placed. The vehicle was turned over to a licensed driver.

Fraud / October 23, 2025; Officers responded to a report of Fraud. The subject reported that while at the DMV office he was advised that someone had received a duplicate copy of his Drivers License in the St Petersburg, FL area. It was determined that no access had been made to his personal financial accounts and that he did not suffer any loss. The license was subsequently cancelled and a new license issued.

Traffic Arrest / October 24, 2025; while conducting a lawful traffic stop, the operator of the vehicle was arrested and transported to the MC Jail for No Valid Driver's License. The vehicle was towed from the scene by wrecker.

Traffic Arrest / October 29, 2025; while conducting a lawful traffic stop, the operator of the vehicle was arrested and transported to the MC Jail for No Valid Driver's License. The vehicle was towed from the scene by wrecker.

Traffic Arrest / October 30, 2025; while conducting a lawful traffic stop, the operator of the vehicle was arrested and transported to the MC Jail for No Valid Driver's License. The vehicle was turned over to a licensed driver.

Hobe Sound Beach Statistics

	Current Month	YTD - 2025
<i>Calls for Service- Day</i>	4	54
<i>Calls for Service- Night</i>	3	24
<i>Patrols</i>	101	888
<i>Traffic Stops</i>	3	86

Hobe Sound Beach Activity

Medical Calls

October 0 **Year to Date** 8

DAYTIME 7am-7pm

Found Property / October 4, 2025, 5:54pm; Officers responded to found keys and credit cards at the pavilion of the public beach. The owner was contacted, and the items were returned.

Assist Fire Rescue / October 12, 2025, 4:49pm; Officers responded to the public beach to assist lifeguards with securing the lifeguard tower due to shifting sands.

Loose Dog / October 12, 2025, 5:18pm; Officers responded to a report of a loose dog. The owner was located and the dog returned.

Unresponsive 911 Call / October 15, 2025, 6:48pm; Officers responded to the area of the public beach in reference to an unresponsive 911 call. The subject advised her daughter called by accident.

NIGHTTIME 7pm-7am

Disabled Vehicle / October 13, 2025, 7:54pm; Officers responded to a disabled vehicle in the parking lot of the public beach. Assistance was rendered and the vehicle left the area.

Suspicious Person / October 16, 2025, 4:02am; Officers checked out with a subject sleeping in a vehicle at the public beach. The subject advised he was going to be working at the beach in the morning. He left the area without incident.

Suspicious Person / October 25, 2025, 8:30pm; Officers checked out with a subject sitting in the parking lot of the public beach. It was determined that he was not committing any offense at the time.

Code Compliance- TOV Activity By Month

<i>Violation Type</i>	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	YTD - 2025
<i>Parking in Right of Way</i>	12	23	18	18	25	18	28	11	29	79			261
<i>No Flag Persons Present</i>	5	0	0	1	1	3	9	4	18	22			63
<i>Working Outside Hours</i>	1	0	2	1	3	0	1	5	6	3			22
<i>Work with No Permit</i>	0	0	0	0	0	0	1	0	1	0			2
<i>All Other Violations</i>	0	1	2	2	2	6	3	4	3	1			24
<i>Total Violations</i>	18	24	22	22	31	27	42	24	56	105			372
<i>Officer patrols</i>	750	848	887	732	864	888	926	711	684	1,007			8,297

Upcoming Town Meetings and Events
2025

Date	Day	Time	Event/Meeting	Location
November 6	Thursday	9am	Development Review Board	Island Room
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 24	Monday	9am	Special Called 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	
December 4	Thursday	9am	Development Review Board	Island Room
December 12	Friday	9am	Special Called Town Commission Meeting (RFP Selection)	Island Room
December 16	Tuesday	9am	Town Coffee with Commissioner Field	Conference Room
December 16	Tuesday	10am	Beach Protection District Meeting	Island Room
December 16	Tuesday	11am	Special Town Commission Meeting - RFP 2026-02 Interviews	Island Room
December 17	Wednesday	9am	Town Commission Meeting	Island Room
December 17	Wednesday	12pm	Annual Town Employee and Board/Committee Member Appreciation Luncheon	Main Club Terrace
December 25-26	Thurs-Friday	All Day	Holiday - Christmas Holiday - Town Offices Closed	
January 1	Thursday	All Day	Holiday - New Years Day - Town Offices Closed	
January 8	Thursday	9am	Development Review Board	Island Room
January 20	Tuesday	9am	Town Coffee with Commissioner Taddeo	Conference Room
January 20	Tuesday	10am	Beach Protection District Meeting	Island Room
January 21	Wed	9am	Town Commission Meeting	Island Room

1-Nov-25

Key	
Changes from Previous Schedule	
Development Review Board	
Town Hall Closed	
Municipal Election	

Agendas posted on Town Website: www.townofjupiterisland.com prior to the meeting