

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION SPECIAL MEETING
MONDAY, NOVEMBER 24, 2025, 9:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD * HOBE SOUND * FL**

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND COMMENTS*

1. Mayor/Commissioner Comments
2. Public Comment (Non-Agenda Related)

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.)

NOTE: The Town Commission meeting will recess at approximately 9:00am, or as soon thereafter as possible, to convene a private Attorney-Client session in the Town Manager's Conference Room. The Town Commission meeting will resume once the closed-door session has adjourned.

COMMISSION ACTION ITEMS

3. Ordinance No. 408 - Amending Town Code regarding Criteria for Variances - 2nd Reading
4. Ordinance No. 413 - Designating Administrative Official to Approve Plats and Replats - 2nd Reading
5. King Tree Contract Extension

DISCUSSION ITEMS

6. Comprehensive Plan Survey

STANDING REPORTS

7. Town Manager's Report
 - a. RFP 2026-02 Legal Services Update
 - b. Other Items*
8. Town Attorney Report*
9. Finance Department Report

10. Building Department Report
11. Public Works Department Report
 - a. Isle Ridge Update
 - b. 200-Block Water Main Break Update
 - c. Ficus Allée Update
12. Public Safety Department Report

OTHER ITEMS

13. Meeting dates
14. 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.

PUBLIC NOTICE OF PRIVATE ATTORNEY- CLIENT MEETING

TOWN OF JUPITER ISLAND, FLORIDA

TO THE CITIZENS OF THE TOWN OF JUPITER ISLAND, FLORIDA

Please be advised that the members of the Town of Jupiter Island Town Commission will hold a **private attorney session** as part of a Town Commission meeting to be held on **MONDAY, NOVEMBER 24, 2025**, at the Jupiter Island Town Hall, 2 Bridge Road, Hobe Sound, FL 33455. During the Town Commission meeting, the Town Commission will recess to a private Attorney-Client meeting at approximately **9:00 AM** to be held in the Town Manager's Conference Room as authorized by §286.011(8), *Florida Statutes* to discuss pending litigation in the case styled:

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

The members of the Town Commission expected to attend the private Attorney-Client meeting include Mayor Penelope (Penny) Townsend, Vice-Mayor Anne Scott, Commissioners Marshall Field, VI, Patricia "Patsy" Warner and Joe Taddeo, Town Attorney Brett T. Lashley, Special Counsel, Raquel "Rocky" Rodriguez and/or Kyle Teal, and Town Manager Robert Garlo or in his absence, Assistant Town Manager John Duchock.

The Attorney-Client meeting is expected to begin at approximately **9:00 AM, or as soon thereafter as possible**, and is anticipated to last for approximately 1 hour, however, it may continue so long as the members of the Town Commission determine necessary. At the conclusion of the private Attorney-Client meeting, the Town Commission will reconvene its meeting in the Town Commission Chambers and take up any other items on the agenda.

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

Posted: 11/17/2025

#7468503 v1 18270-00002

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



TOWN OF JUPITER ISLAND

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager *RG*

CC: Kimberly Kogos, Town Clerk

From: John Duchock, Asst. Town Manager

RE: Agenda Item No. 5 –King Tree Service Contract Extension

Date: 11/20/2025

Background:

King Tree Service provides lethal yellowing and arborist consulting services to the Town through an existing contract (attached). The current contract covered an initial three-year period with options for one-year renewals. While the lethal yellowing program is under question and may not be continued, the Town continues to need arborist consulting services for Building Department landscape plan review and inspection services, as well as arborist consultation services related to the ficus allée program.

If approved by the Commission, the contract with King Tree Service may be extended and consulting support services may continue uninterrupted. If not approved, Town staff will advance a solicitation seeking a new contract for arborist consulting services. This would result in a short-term (30-60 day) gap in support services for staff.

Recommendation:

Staff recommends extending the current contract with King Tree Service for one additional year to provide arborist consulting services as needed by the Town. The expenditure for the year is estimated to be less than \$35,000.

TOWN OF JUPITER ISLAND

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement with an effective date of October 15th, 2020 is by and between the Town of Jupiter Island, (TJI") and Richard Maxwell, Inc. DBA King Tree Service of So. Fla. Mailing address: P.O. Box 210847, Royal Palm Beach, FL 33421, Phone No. (772) 283-5009, (hereinafter referred to as "CONTRACTOR").

RECITALS

A. CONTRACTOR is an independent contractor providing services in the field of Lethal Yellowing Control, plant diseases and Arborist services or ("Contractor Services"); and,

B. CONTRACTOR wishes to establish a contractual arrangement whereby CONTRACTOR can provide such services for TJI; and,

C. CONTRACTOR agrees to perform these services for TJI under the terms and conditions set forth in this agreement.

Now, therefore, in consideration of the mutual promises herein contained, TJI and CONTRACTOR agree as follows:

1. TERM OF CONTRACT/SCOPE

1.1 This Contract shall have an effective date of October 15th, 2020, and shall remain in effect for three (3) years with two (2) additional one (1) year renewal options.

1.2 CONTRACTOR shall perform such Contractor Services as requested by TJI from time to time, or as required for emergency and/or hurricane support and services. These services include, but are not limited to providing labor and supplies for the control of Lethal Yellowing, other plant diseases and Arborists services.

1.3 CONTRACTOR shall exercise professional judgment and discretion in providing services.

1.4 At all times during this Contract, CONTRACTOR shall be responsive to, and responsible for, the means and methods of performing the Contractor Services subject to the terms and conditions set forth in this agreement.

1.5 This agreement in no way guarantees or implies a minimum level of work or an exclusive right to work.

1.6 For purposes of this agreement, TJI's authorized representative is the Town Manager.


TJI Authorized Representative
Contractor

2. COMPENSATION

2.1 CONTRACTOR will be compensated by TJI for Contractor (labor only) Services rendered at a rate of \$3.05 per tree injection for approximately 12,000 trees. This agreement has a yearly do not exceed cost of \$109,800.00

2.2 CONTRACTOR will be compensated by TJI for Contractor labor and supplies as required for emergency and/or hurricane support and services rendered at a pre determined rate please see (rate sheet) attachment A. Emergency and/or hurricane support and services does not have a do not exceed limit.

2.3 Expenses will be documented by CONTRACTOR to TJI upon completion of each project.

2.4 CONTRACTOR shall submit invoices upon completion of each project to the attention of TJI's authorized representative. The invoices shall make reference to this agreement, identify authorized billable services expended during the period, identify approved reimbursable expenses, and shall include such other details or supporting documents as TJI may reasonably require.

3. PAYMENT

3.1 Payment for Contractor Services will be made by TJI to CONTRACTOR within 30 days of receipt of invoice. Payment will be sent by regular U.S. mail to CONTRACTOR at the mailing address listed above.

4. INDEPENDENT CONTRACTOR

4.1 CONTRACTOR is at all times during the performance of the Contractor Services acting as an Independent Contractor and neither as an employee of TJI nor as a joint venturer with TJI.

4.2 CONTRACTOR shall provide all tools, equipment, supplies and transportation necessary to complete the work.

4.3 CONTRACTOR understands that no personal benefits, such as vacation, sick leave, unemployment benefits, or retirement pay, shall accrue to CONTRACTOR's officers, agents or employees, as a result of this agreement.

4.4 CONTRACTOR agrees that any and all necessary state, federal and/or local licenses, permits and certifications, insurance or otherwise, required for CONTRACTOR's business operations are in good standing and that CONTRACTOR will maintain same throughout the Term. Additionally, CONTRACTOR agrees to comply with all federal, state and local statutes, ordinances, rules, orders, regulations and requirements with respect to CONTRACTOR's business operations.



TJI Authorized Representative
Contractor

5. STANDARD OF CARE

5.1 CONTRACTOR shall provide and perform the Contractor Services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all federal, state, and local governmental agencies which may regulate or have jurisdiction over CONTRACTOR or these Contractor Services.

6. NO LIABILITY FOR ACTIONS; INDEMNIFICATION

6.1 CONTRACTOR releases TJI, the Town of Jupiter Island, its Commissioners, officers, agents and employees, from all actions, causes of action, damages, claims or demands which CONTRACTOR, CONTRACTOR's heirs, executors, administrators or assigns may have against TJI, its successors or assigns for all personal injuries, known or unknown, which CONTRACTOR may incur by conducting the activities described herein.

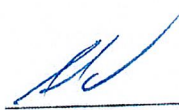
6.2 CONTRACTOR agrees that TJI shall not be held responsible for any property damage or personal injury sustained by CONTRACTOR from any cause whatsoever.

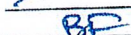
6.3 CONTRACTOR agrees to indemnify, defend and hold harmless, TJI, the Town of Jupiter Island, its Commissioners, officers, agents and employees, from and against any and all liability, claims, suits, loss, fines, penalties, damages, costs and expenses, including, but not limited to, attorney's fees and court costs, including all costs of appeals, to the extent caused by a breach of contract or any negligent acts, errors, or omissions, or willful misconduct of CONTRACTOR. CONTRACTOR shall carry appropriate insurance to protect CONTRACTOR and TJI from CONTRACTOR's responsibilities under this indemnification clause.

7. INSURANCE

7.1 CONTRACTOR shall provide valid certificates of insurance evidencing current worker's compensation coverage in such amounts as required by Florida law, if any, or shall attest that s/he is exempt from coverage by signing the exemption statement included at the end of this agreement.

7.2 At all times CONTRACTOR is providing services to TJI, CONTRACTOR agrees to maintain at CONTRACTOR's sole cost and expense, General Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000. This coverage must include blanket contractual liability for injury to persons or property from any one accident. CONTRACTOR also agrees to maintain, at CONTRACTOR's sole cost and expense, Automobile Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000, and such other insurance as shall be necessary to insure CONTRACTOR against any claim(s) for damages arising from



TJI Authorized Representative


Contractor

CONTRACTOR's activities herein. CONTRACTOR agrees to provide TJI with current certified copies of all insurance coverage prior to the effective date of this agreement.

7.3 CONTRACTOR acknowledges and agrees that CONTRACTOR may not perform any activities for TJI unless CONTRACTOR is adequately insured herein.

8. TERMINATION

8.1 Either party may terminate this agreement at any time by giving written notice thereof to the other party.

8.2 Upon termination, CONTRACTOR shall immediately return all TJI property, materials, information, to which it gained access as a result of this agreement and/or in the scope of performing these Contractor Services.

8.3 All work and materials provided by CONTRACTOR to TJI in performance of these Contractor Services will remain the sole property of TJI.

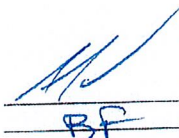
9. GOVERNING LAW/AMENDMENTS

9.1 The validity, construction, and performance of this agreement and all disputes between the parties arising out of this agreement or as to any matters related to but not covered by this agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Florida. Venue for any actions arising out of or related to this agreement shall lie in Martin County, Florida.

9.2 This agreement supersedes any other agreements between the parties and sets forth the entire understanding between the parties and will not be modified or amended except by a written instrument signed by both parties.

9.3 All notices or other communications pursuant to this agreement shall be in writing. Unless otherwise noted herein; such notices shall be deemed to have been delivered when made by hand delivery, or if mailed by certified or registered mail, postage prepaid, 3 days following deposit in the United States mail, and in any event, to be addressed to CONTRACTOR at the address indicated above and to the authorized representative of TJI at Town of Jupiter Island, 2 Bridge Road, Hobe Sound, FL 33455; or to such other address as shall hereafter be provided by proper written notice to the other party.

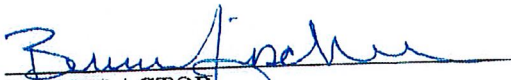
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TJI Authorized Representative
Contractor

10. ASSIGNMENT

10.1 Neither this agreement nor any rights under this agreement may be assigned by either party without the prior written consent of the other party.


CONTRACTOR

12/19/20
DATE


TJI AUTHORIZED REPRESENTATIVE

1/6/2021
DATE

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 December 1, 2026, carrying forward all obligations and conditions of the AGREEMENT.

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



TOWN OF JUPITER ISLAND

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager *RG*

CC: Kimberly Kogos, Town Clerk

From: John Duchock, Asst. Town Manager

RE: Agenda Item No. 6 –Comp Plan Survey

Date: 11/21/2025

Background:

The Commission has approved advancing a survey to collect resident input on the Comprehensive Plan as it is being updated by Kimley Horn. Attached to this memo are the previously drafted survey questions for reference.

Kimley Horn is in the process of preparing an amendment to the scope of work to reflect additional meetings, plan re-drafts, and the survey which were not contemplated and approved in the original agreement. Details regarding the development of the survey questions and the administration of the survey will be provided as part of the amended scope of work. The proposed amendment will also include additional costs to retain a third-party marketing firm to assist with development of the survey questions.

Recommendation:

For information purposes only. No action is requested.

ONLINE SURVEY METHODS

- Online format – desktop and mobile-friendly
- Open for approximately 3 weeks
- Up to 10 questions
- 1 question per element

INTRODUCTORY QUESTIONS

Are you a full time/year-round resident of the Town of Jupiter Island?

Yes or No

Did you know the Town is updating its Comprehensive Plan?

Yes or No

Have you directly participated or offered input on the existing and/or proposed Comprehensive Plan?

Yes or No

Do you feel that the Town's visions and plan for the future is accurately reflected in the Comprehensive Plan today?

Yes or No

Vision & Community Character

Think of the Town in 2050. What do you hope is the same as in 2025? What do you hope is different?

(Fill in the blank)

Vision & Community Character

How important is it to you that Jupiter Island continues to prioritize tranquility, seclusion, and the preservation of its natural beauty in all future planning decisions?

(Very Important / Somewhat Important / Neutral / Not Very Important / Not Important at All)

Future Land Use

Do you support maintaining the current focus on single-family residential and conservation/preservation as the primary land uses in the Town?

(Strongly Support / Support / Neutral / Oppose / Strongly Oppose)

Housing

Should the Town continue to allow new single-family residences or consider limiting new homes based on the current infrastructure (roads, utilities) and environmental limitations?

(Only Single-Family / Allow More Options / Not Sure)

Transportation

How satisfied are you with the current transportation system on the Island, limiting the roadways to vehicular and pedestrian use?

(Very Satisfied / Satisfied / Neutral / Dissatisfied / Very Dissatisfied)

Infrastructure

Do you feel the Town's current approach to water, sewer, and stormwater management adequately meets community needs and environmental standards?

(Yes / No / Not Sure)

(If "No" please expand)

Coastal Management

How concerned are you about coastal erosion, dune protection, and hurricane preparedness in Jupiter Island?

(Very Concerned / Somewhat Concerned / Neutral / Not Very Concerned / Not Concerned at All)

Conservation

What priority should the Town place on protecting environmentally sensitive lands and habitats?

(Top Priority / High Priority / Moderate Priority / Low Priority / Not a Priority)

Recreation and Open Space

Would you agree that the current public and private recreation and open space resources sufficient for the needs of residents?

(Yes / No / Not Sure)

Intergovernmental Coordination

How important is it for the Town to coordinate with neighboring municipalities and agencies on issues like traffic, emergency management, and coastal protection?

(Very Important / Somewhat Important / Neutral / Not Very Important / Not Important at All)

Capital Improvements

What types of capital improvement projects (e.g., dune infrastructure, roadway upgrades, and public safety) do you believe should be the highest priority for future Town investment?

(Open-ended response)



TOWN OF JUPITER ISLAND

CONTRACT MEMORANDUM

To: Mayor & Town Commission

CC: Kimberly Kogos, Town Clerk

From: Robert Garlo, Town Manager

RE: Agenda Item No. 7a – RFP 2026-02 Legal Services Update

Date: 11/10/2025

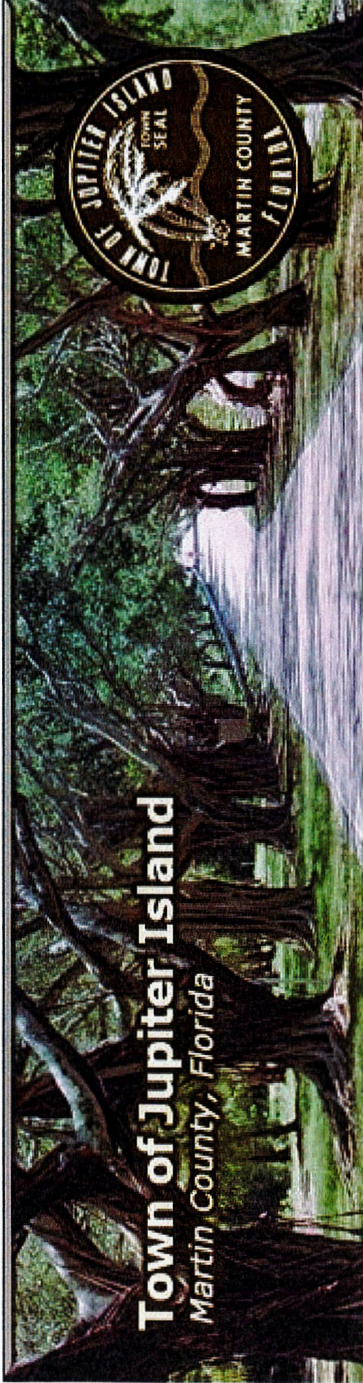
At the October 20, 2025, Town Commission meeting, following the retirement announcement of Town Attorney Baird, staff was directed to solicit a Request for Proposal (RFP) for Municipal Legal Services. The RFP was published on November 5, 2025, with submissions due on Monday, December 8, 2025. Following 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

PUBLIC WORKS REPORT

November 20, 2025



ISLE RIDGE ROAD UPDATE

Contractor: Sunshine Land Design (Martin County Piggyback Contract)

Contract Award: \$122,624 (final cost based on total quantities)

Start Date: 11/12/2025

Milling and Road Base Compaction Completed: 11/12 to 11/15/2025

New Asphalt Surface Completed: 11/17 to 11/19/2025

Site Restoration Activities Ongoing: To be Completed by 11/26/2025



19a. Isle Ridge Road Resurfacing

3

WORK LAYOUT

Length of Road: ~2,500 ft

Existing Paved Surface: 25,000 sf

New Standby Lane: 10 ft x 100 ft

Isle Ridge

S Beach Rd

19a. Isle Ridge Road Resurfacing

STANDBY LANE

RESURFACE EXISTING ROAD

RESURFACE EXISTING ROAD

10'W x 100' STANDBY LANE

SOUTH BEACH ROAD

13

11

10a - Isle Ridge Road Resurfacing



19a Isle Ridge Road Resurfacing



15a Isle Ridge Road Resurfacing



19a - Isle Ridge Road Resurfacing



19a Isle Ridge Road Resurfacing



19a. The Ridge Road Resurfacing



WATER MAIN BREAK/ROAD DAMAGE

November 6, 2025 – A utilities subcontractor conducted a missile bore underneath South Beach Road, penetrating SMRU’s water main on the west side of the road near 230 South Beach Road.

As a result, the road was washed out and a “wet repair” was completed by SMRU crews in the late night/early morning. At no point did water pressure on the Island drop below the threshold to issue a boil water notice.

A Public Alert was issued by the Town warning traffic of the road closure and portable message boards were deployed information to assist with traffic control.

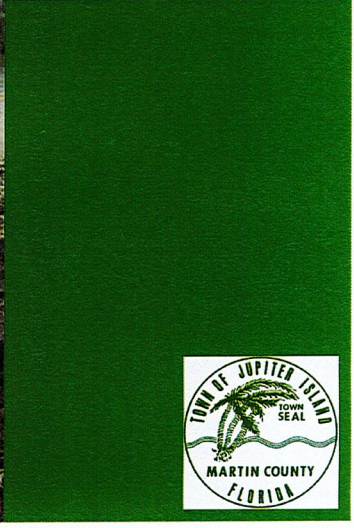
The road was re-opened late the next day after the County’s road contractor (Sunshine Land Design) completed the temporary road repair.

A permanent repair (new asphalt resurfacing) was completed by Sunshine Land Design on November 14th.



19b. 200 Block Water Main Break

November 6, 2025:
SMRU response with
vacuum truck to
complete repair of
damaged water main
near 230 South Beach
Road.



19b. 200 Block Water Main Break



FICUS ALLÉE UPDATE

The Beautification Committee met on November 10th to review the new Strangler Fig plantings at the Town Hall entrance and to begin discussion of developing an outline of a management plan for the Bridge Road ficus allée.

Town staff will work with King Tree Service (as arborist consultant) and the Beautification Committee to advance a draft management plan for presentation to the Commission by May 2026.

Three ficus trees along the east side of Bridge Road have been identified as heavily diseased with hypoxylon canker. Staff has received quotes to remove all three trees completely and is currently seeking quotes for heavy limb removal as an option on two of the three trees.

Replacement of any removed trees will be discussed with the Beautification Committee meeting and any proposed expenditures greater than \$35,000 will be presented to the Commission for approval.





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