

AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
WEDNESDAY, APRIL 17, 2024, 9:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS*

1. Mayor/Commissioner Comments

NOTE - The Commission will recess at 12:30pm to convene a closed-door Attorney Client Session. The estimated time of the session is approximately one hour. However, the session may continue so long as the Town Commission deems necessary to conduct its business. At the conclusion of the session, the Commission will adjourn and return to the commission chambers (Island Room) to conduct any further business on its regular agenda.

- a. Town Coffee Update
- b. Other 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.)

CONSENT ITEMS

3. Consent Agenda

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

- a. Minutes of the March 21, 2024, Town Commission Meeting
- b. Fixed Asset Disposals – March 2024

Category B- Other Informational Materials (No Action Required)

- a. Minutes of the January 30, 2023, Finance Advisory Committee Meeting
- b. Minutes of the April 18, 2023, Beautification Committee Meeting
- c. Minutes of the November 30, 2023, Board of Adjustment Meeting

- d. Minutes of the January 29, 2024, Board of Adjustment Meeting
- e. Minutes of the January 4, 2024, Impact Review Committee Meeting
- f. Minutes of the January 29, 2024, Impact Review Committee Meeting
- g. Minutes of the March 25, 2024, 2024, Grievance Resolution Board Meeting
- h. Police Activity Report – March 2024
- i. Building Department Report – March 2024
- j. Code Compliance Activity Report - March 2024
- k. Hurricane Response Contract Extensions
- l. Brightview Landscape Services Renewal Contract

PRIORITY MATTERS*

- 4. Introduction of New Marine Unit Officer - Brandon White*
- 5. Attorney-Client Scheduling Matter*
- 6. Beth Beltran, Martin County Metropolitan Planning Organization (MPO) Administrator*
- 7. Waterfront Setback Line Study Update*
- 8. Development Review Process Workshop Followup*

COMMISSION ACTION ITEMS

- 9. Town Boards and Committees
 - a. Beautification Committee Affirmations
 - b. Affidavit Followup*
- 10. Construction Waiver Request - Jupiter Island Club
- 11. Ordinance No. 392 - 11 Isle Ridge Lot 19 Rezoning - 2nd Reading
- 12. Ordinance No. 393 - LDR Amendments - 2nd Reading
- 13. Resilient Florida Grant Agreement No. 24PLN16
- 14. Vulnerability Study
- 15. Public Safety Virtual Training Simulator Spending Authorization

DISCUSSION AND DELIBERATION ITEMS

- 16. Strategic Plan Update and Discussion

17. Ordinance No. 394 - Homebased Business Followup
18. Town Manager's Report
 - a. Legislative Update - 2024 Session Report
 - b. Other Items*
19. Town Attorney Report
 - a. Litigation Update*

STAFF REPORTS

20. Financial Report
 - a. Defined Benefit Pension Plan Update
 - b. Monthly Financial Report - March
21. Public Safety Report
 - a. Hobe Sound Public Beach Calls for Service

OTHER ITEMS

22. Meeting Dates
 - May 13, 2024 – Town Coffee with Commissioner Warner – 9AM
 - May 14, 2024 – Town Commission/Beach Protection – 9AM
 - May 14, 2024 – SMRU Board – 12:30PM
 - June 11, 2024 – Town Coffee with Vice Mayor Field – 9AM
 - June 12, 2024 – Town Commission/Beach Protection – 9AM
 - July 16, 2024 – Town Coffee with Commissioner Scott
 - July 17, 2024 – Town Commission/Beach Protection – 9AM
 - July 17, 2024 – SMRU Board – 12:30PM
23. Other Items*

** No advanced materials provided*

TOWN COMMISSION

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

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo

Town Attorney, Thomas J. Baird

Town Clerk, Kimberly Kogos

TOWN VISION

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

STATE MANDATED STATEMENT

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

**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
THURSDAY, MARCH 21, 2024**

TIME: Thursday, March 21, 2024 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present in person were Mayor Penny Townsend, Vice Mayor Marshall Field VI, and Commissioners Anne Scott, Patricia Warner (remote) and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, and Town Attorney Thomas Baird.

Mayor Townsend called the meeting to order at 9:00 AM.

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS*

1. Mayor/Commissioner Comments

Mayor Townsend explained that Commissioner Warner is participating remotely. She read the Town's Vision Statement and announced the presence of Martin County Commissioner Harold Jenkins who will be presenting.

Mayor Townsend proposed to amend the agenda by moving Agenda Item 11 to the 7th position and Agenda Item 19 to the 8th position in the agenda.

MOTION: Field/Taddeo moved to approve amending the agenda

ACTION: Motion passed 5-0.

a. Town Coffee Update*

Vice Mayor Field provided an update regarding the topics discussed during the Town Coffee meeting on March 20, 2024. Topics included the Waterfront Setback Line update, an anonymous email to the Town, agenda topics to be discussed during the Commission meeting, status of the Local Planning Agency, strategic planning and the SMRU master plan, public safety matters and paper roads.

b. Other Comments*

There were no other comments at this time.

c. County Commissioner Harold Jenkins

Martin County Commissioner Harold Jenkins greeted the Commission and provided an update on county initiatives. He explained his presentation is broken into three sections, the first being an update on the

Ocean Rescue Project which includes the public beach facilities.

Fire Rescue Division Chief Christian Montoya provided an overview of the existing structure that was built in 1991. He also reviewed the Ocean Rescue statistics. Mr. Chris Zimmerman, CPZ Architects, provided an overview of the proposed structure that will replace the existing facility. He reviewed floor plans as well as renderings. He noted the structure includes a conference room as well as storage to maintain sterile and clean medical equipment.

Commissioner Scott stated that the expansion of the facility does not seem to come with expanded public safety oversight.

Mayor Townsend asked if the restrooms will be open at all times or if the building will be closed. Chief Montoya stated that he will ask the Sheriff's Office for details.

Vice Mayor Field stated that the second-floor massing seems larger than it needs to be and asked if there is a way to minimize the footprint and visual impacts. He also asked for plans for patrolling schedules. He expressed gratitude to Commissioner Jenkins for his efforts on this project.

Commissioner Warner asked if there is a space for emergency care and if there is outdoor lighting and security cameras. Chief Montoya explained that emergency care will not change, explaining that patient care occurs on the beach until additional assistance comes. Commissioner Warner suggested a temporary treatment area.

Both Commissioner Scott and Commissioner Taddeo reiterated their concerns the size of the proposed structure and security.

Discussion regarding public safety matters ensued. Commissioner Jenkins stated he would coordinate a meeting with the Sheriff's Office. He stated that discussions regarding the public beach hours could resume.

Commissioner Jenkins moved to the topic of affordable housing, discussing the Martin County Community Land Trust. He provided details of the program's initiative. He explained that the buyer of the home does not purchase the land but rather the home itself on a land lease. He added details of how the owner can sell the home and retain a portion of the equity that does not include the land and subsidy value.

Vice Mayor Field asked if the county has worked with lenders who would provide mortgages to purchasers who do not own the land. Commissioner Jenkins explained that there are a few local banks that are supportive of this program.

Commissioner Jenkins provided an update on western development. He referred to "Browardization of Martin County" and provided data on agricultural land ownership. Commissioner Jenkins displayed maps and explained that 182,000 acres is publicly owned and cannot be developed. He highlighted urban service areas (primary and secondary), and the area where Story, Three Lakes and Calusa Creek developments are proposed. He explained that the City of Stuart is almost completely built out as well as many other areas, leaving the most developmentally vulnerable areas in the southwest area of Martin County. He explained the criteria for development and how the county has protected the urban service boundaries. He expressed agreement that he is concerned about beach access and parking.

Commissioner Jenkins addressed the question of widening Bridge Road. He explained that there is no plan in the near future, prior to 2040 to widen Bridge Road.

Vice Mayor Field asked if the county had considered implementing parking permits for the beach access. County Administrator Don Donaldson stated that once limits and restrictions are implemented, beach renourishment funding is affected. Mr. Donaldson stated that public beach hours could be discussed if the commission would like, although any changes would only apply to the Hobe Sound Beach, not the federally owned beach on the north end. Town Manager Garlo reminded the commission of the previous discussions and public outcry regarding closing the public beach at night.

Commissioner Jenkins noted that presentation to the public is essential. The Town Commission agreed and expressed interest in working with the County Commission and Sheriff's Office.

Commissioner Scott referred to the western development section of the discussion. County Commissioner Jenkins explained that the best way to fight the developers is to take as much of the available land off the table for the developers by establishing specific criteria.

Vice Mayor Field asked about the ability to use tax revenue to purchase more land for the Trust.

County Commissioner Jenkins explained the intent was to put 50% of additional revenue generated through ad valorem taxes into a fund to purchase environmentally sensitive lands although it would have to be done year-by-year.

Mayor Townsend expressed gratitude for the cooperation with the county.

2. Public Comment (Non-Agenda Related)*

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There was no public comment.

3. Town Manager's Comments*

NOTE: The Town Commission meeting will recess at 12:30 PM for the SMRU Board to convene in the Town Hall Conference Room. The Town Commission will reconvene once the SMRU Board adjourns. The Beach Protection District meeting will follow the adjournment of the Town Commission meeting.

CONSENT ITEMS

4. Consent Agenda

Commissioner Scott noted an uptick in construction traffic enforcement. Chief Ewing affirmed.

MOTION: *Warner/Taddeo moved to approve the minutes and consent agenda as discussed and edited.*

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 February 13, 2024, Town Commission Meeting
- b. Fixed Asset Disposals – February 2024

Category B- Other Informational Materials (No Action Required)

- a. Minutes of the November 15, 2023, Pension Board Meeting
- b. Minutes of the November 15, 2023, Jt. Town/SMRU DCP Committee Meeting
- c. Police Activity Report – February 2024

PRIORITY MATTERS

5. Public Safety Department Employee of the Year

Chief Ewing announced the co-recipients of this year's Public Safety Employee of the Year Award for 2023. He named staff members Dispatcher Christina Hatter and Officer Eric Hinson. He explained that both employees had consistently demonstrated unparalleled dedication, exceptional leadership, and exemplary performance throughout the past year. He noted that their contributions had enhanced the department's operational effectiveness and strengthened their commitment to serving and protecting the community.

The Commissioners expressed sincere gratitude and appreciation for the stellar service provided by Dispatcher Hatter and Officer Hinson.

6. Waterfront Setback Line Update

Director John Duchock provided an update on the Waterfront Setback Line study. He explained that the study will be conducted by Cummins & Cederberg through the execution of four primary work tasks, as well as supplemental progress presentations to the residents of Jupiter Island and the Town Commission. He reviewed the anticipated schedule of work beginning in May 2024 and concluding in December 2024 or January 2025.

He asked for commission feedback regarding a public presentation by Cummins & Cederberg, proposing April 16th following the Town Coffee. Town Attorney Baird stated that the presentation would be a publicly noticed meeting so the commissioners could attend and participate. The Commissioners agreed on April 16th.

COMMISSION ACTION ITEMS

7. Ordinance No. 392 - 11 Isle Ridge Lot 19 Rezoning - 1st Reading

Director Ruben Cruz provided an overview of the application of 11 Isle Ridge requesting a zoning map amendment/district boundary change from B-40 to A-80. He provided the current property survey and plat as well as the current and proposed zoning maps. He noted that the A-80 zoning district is stricter than the B-40 zone. He explained that the Local Planning Agency (LPA) provided a recommendation of approval of the request after convening on January 23, 2024.

The Commission expressed approval of the presentation.

Public Comment:

There was no public comment.

Town Attorney Baird read Ordinance No. 392 by title only:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE AT EXHIBIT "B" OF THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ASSIGNMENT OF THE A-80 TWO ACRE ESTATE RESIDENTIAL DISTRICT TO A 1.69286 ACRE PARCEL OF LAND LOCATED AT 11 ISLE RIDGE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

MOTION: Scott/Taddeo moved to approve Ordinance No. 392 on 1st reading and to come back for 2nd reading in April 2024.

ACTION: Motion passed 5-0.

8. Ordinance No. 393 - Amending Appendix A Land Development Regulations - 1st Reading

Director Catherine Harding introduced text amendments to the Land Development Regulations, explaining that her recommendations had been heard by the Impact Review Committee and Board of Adjustment.

Town Manager Garlo stated that additional language that was recommended is included in the Ordinance.

Commissioner Scott reviewed her comments and expressed concern regarding enforcement of basement living space.

Commissioner Scott referred to Pg 11 Section G – Accessory Building. Director Harding clarified that any accessory use is restricted to no more than 1/3 of the main structure.

Mayor Townsend summarized what the current Ordinance addresses. The Commissioners agreed to meet again regarding additional matters to be clarified.

Public Comment:

Attorney Jared Gaylord stated that there may be unintended consequences related to the accessory structure. He also discussed the 10% bonus space for covered floor area, and referred to the "may" vs. "shall" language in the Alternative Development Standards stating that other municipalities are encouraging storm hardening, including raising elevations.

Mr. Richard Rutledge with Innocenti and Webel stated that the 10% maximum for covered spaces is desirable to have additional outdoor space but not reduce potential internal floor area. He noted it would further restrict the square footage and create several nonconformities. He expressed concern about the restriction of maximum number parking spaces at 1.5 spaces per bedroom. He explained that design usually considers parking for lifestyle (entertaining, staff, safety vehicles). He also discussed the Alternative Development Standards, older residences, and DEP regulations. He suggested the language about chain link fence and 8' gates should be clarified as "8' high gate". Director Harding responded by stating that they added a visual to provide a better concept upon completion, which changed the first criteria.

Commissioner Scott stated that "nonconforming" is not necessarily a bad thing, rather, a progression of the Town learning what is in the best interest in general.

Vice Mayor Field expressed concern regarding the parking issue for work trucks and trailers. Commissioner Scott opined that the two provisions regarding parking spaces cannot be considered independently.

Discussion ensued regarding work trucks parking on the street in front of the property. Chief Ewing clarified that street parking is permitted if a flagman is present.

Town Attorney Baird read Ordinance No. 393 by title only:

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 REGULATION; PROVIDING FOR THE AMENDMENT OF ARTICLE II, SECTION 1.00 TO ADD DEFINITIONS; PROVIDING FOR AMENDMENTS TO THE TOWN'S RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, SECTION 2.01 TO DELETE A SUBSECTION REGARDING FLOOR AREA; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.01 ADDING A NEW REGULATION "C" REGARDING THE MEASUREMENT OF THE INITIAL MEASURINGPOINT AS IT PERTAINS TO BUILDING HEIGHT AND THE PLACEMENT OF FILL; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.10 REGARDING THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES; PROVIDING FOR THE AMENDMENT OF ARTICLE X, SECTIONS 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11 AND 3.13 TO CHANGE THE WORD "SHALL" TO "MAY"; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 10, SECTION 10.02 TO ADD ADDITIONAL STAGING PLAN STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

MOTION: *Field/Warner moved to approve Ordinance No. 393 on first reading and recommend second reading in April 2024.*

ACTION: *Motion passed 5-0.*

The Commission recessed at 11:25 AM and reconvened at 11:35 AM.

9. Ordinance No. 394 - Home Based Businesses - 1st Reading

Commissioner Scott asked if they could require businesses to register their license with the Town. She also asked if a corporation is a business. Town Attorney Baird affirmed. Commissioner Scott inquired if a food truck is considered a business. Town Attorney Baird clarified that a food truck is mobile. She clarified that traditionally the Town has prohibited businesses with a few exceptions; now the state has allowed for home-based businesses with criteria. Town Attorney Baird stated that the ordinance reiterates state statute so that if a business violates the statute and ordinance, the violation could be taken before the Special Magistrate.

Vice Mayor Field provided an example of a catering business. Commissioner Taddeo asked if there is a registration requirement.

Town Attorney Baird clarified by explaining that other municipalities as well as the county requires a Business Tax Receipt. Ideally, any home-based business should have a county business tax receipt. If not, excess traffic coming to and from the home could be identified.

Mayor Townsend asked what the Town **could** require for home-based businesses.

Town Manager Garlo stated that staff could look into what regulations the town could impose without violating state statute and bring back. Commissioners agreed to not act on the ordinance today and asked staff to bring back additional information.

Town Attorney Baird read Ordinance No. 394 by title only:

AN ORDINANCE FO THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 5, ARTICLE iii OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO HOME BASED BUSINESSES; PROVIDING FOR THE AMENDMENT TO ARTICLE III, SECTION 6-57 ENTITLED "HOME-BASED BUSINESS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

10. Resolution No. 913 - Fiscal Year 2024 Budget Amendment

Director Matthew Pazanski presented the request for a budget amendment for items that have come before the Town Commission at previous meetings or are on-going business that arise during the year that affect departmental budgets. He explained the details of the budget amendment.

Commissioner Scott asked about the financial status of the Town. Director Pazanski stated that the Town is in a strong financial position.

Vice Mayor Field referred to comments that have been going around the Island. He stated that paying of

legal fees is a reasonable expense, including a mechanism in place to claw back funds in the event of guilt. He added that since DEP overturned its own permit on first pass, their obligation to study the Waterfront Setback Line is certainly justified.

Public Comment:

There was no public comment.

MOTION: Taddeo/Scott moved to approve Resolution No. 913 amending the general fund budget.

ACTION: Motion passed 5-0.

11. Resolution No. 914 - Amending Res. No. 912 - Zoning in Progress Relating to Waterfront Setback Line

Town Attorney Baird presented Resolution No. 914 amending Resolution No. 912 regarding the Zoning in Progress pertaining to the Waterfront Setback Line. He explained the date change from effective date August 2023 to January 9, 2024.

Public Comment:

There was no public comment.

MOTION: Taddeo/ Scott moved to approve Resolution No. 914 amending Resolution No. 912 pertaining to the Waterfront Setback Line ZIP

ACTION: Motion passed 5-0.

12. Boards and Committees

a. Affidavit

Mayor Townsend explained that there has been an expressed interest in reminding all boards and committee members of applicable Florida Statutes, specifically chapter 112, for all those serving as public officers. She explained that F.S. 112 directs the appointing body to consider "the number and nature of the memoranda of conflicts` previously filed by said officer".

Town Attorney Baird recommended changing "Immediate Family" to "relative or principal" in the first paragraph so it is the same as state statute.

The Commissioners expressed agreement.

MOTION: Field/Scott moved to approve the use of the amended affidavit.

ACTION: Motion passed 5-0.

b. Appointments and Reappointments

Mayor Townsend announced the board and committee members whose terms have ended and wish to continue in their service to the community.

She also announced that Bob Rowden has resigned from the LPA.

MOTION: *Warner/Field moved to appoint Trent Steel to the Chair position of the LPA.*

ACTION: *Motion passed 5-0.*

Mayor Townsend stated that Marianne Buchanan is willing to serve on the IRC.

MOTION: *Field/Taddeo moved to appoint Marianne Buchanan to the IRC.*

ACTION: *Motion passed 5-0.*

Commissioner Scott opined on the previous presentation by the county pertaining to the proposed public beach facility and the IRC's participation in the process. She expressed her disagreement that the commission delegates its responsibilities to boards and committees.

The Commission discussed a date for a workshop to discuss LDR changes/development review process as well as IRC and BOA status. The Commission agreed to host a public meeting workshop on April 10th at 9:00 AM for review of the appeal process and LDRs.

Commissioner Scott stated that there are names on the reappointment list that have blatant conflicts and should not be reappointed.

Public Comment:

There was no public comment.

MOTION: *Field/Taddeo moved to approve the reappointments as discussed.*

ACTION: *Motion passed 3-2. Commissioners Scott and Warner voted nay.*

Vice Mayor Field asked about the process to make an ethics complaint. Town Manager Garlo stated that the statute directs the appointing body to consider every time an individual has been forced to recuse themselves in an appointment and reappointment.

Town Attorney Baird stated the volunteer who has a recurring conflict should step down. If the volunteer does not step down, the Commission should ask the volunteer to step down. He stated that if there are appointments that should not be reappointed, it is incumbent on the Commission to not reappoint them. He also explained that Form 8b is to be completed when a recusal is necessary.

c. Appeal Process - Draft Ordinance

Town Manager Garlo stated the item is for discussion only.

Mayor Townsend introduced the topic of amending the appeal process as well as draft language for an ordinance amending the appeal process.

Discussion ensued pertaining to the matter of standing to submit an appeal to the Town (section 8.01 of the draft language).

Commissioner Taddeo asked why the change should occur. He opined that the system has worked for a very long time.

Mayor Townsend discussed broadening the 1,000 ft notice requirement and status for someone currently lacking standing with serious concern who submitted something in writing and felt their thoughts were not given adequate consideration.

Vice Mayor Field asked about limiting to only property owners. Town Manager Garlo clarified that the Commission can define the language. Discussion ensued about “de novo”.

Town Attorney Baird stated that he will work with Town Manager Garlo to review and work on draft language.

The Commission recessed at 12:33 PM to convene SMRU Board meeting.

13. Lawson Huck Gonzalez PLLC Engagement Letter

Mr. Jason Gonzalez of Lawson Huck Gonzalez law firm introduced himself and provided background information pertaining to his firm.

Public Comment:

There was no public comment.

MOTION: *Field/Taddeo moved to approve engaging with Lawson Huck Gonzalez PLLC.*

ACTION: *Motion passed 5-0.*

DISCUSSION AND DELIBERATION ITEMS

14. Town Manager’s Report

a. Strategic Plan Update*

Town Manager Garlo noted that the strategic plan was directed to begin with SMRU followed by the Town. It was discussed during the SMRU meeting that the strategic plan would interfere with priority matters. They need to focus on the master plan currently.

Discussion ensued pertaining how to proceed with a strategic plan solution. It was suggested for the Commission to meet and work with the Town Manager to set forth a framework/structure within the next two weeks. The Commission agreed to not engage with a consultant as previously approved.

b. North Bridge Update*

Director Stuart Trent stated that he met with the county and the horn will only be blown one time instead of six for every bridge opening. A complete bridge replacement is forthcoming but still in the infancy phase of the project. Director Trent will stay involved and provide updates as information becomes available.

c. Legislative Update*

Town Manager Garlo provided an update on the recent legislative session. He summarized by stating that it was not a good session for Home Rule.

Mayor Townsend opined on the importance of staying involved in legislative matters and increase the

Town's advocacy. She suggested resending an invitation to the legislators now that the session is over.

d. Public Alerts*

Chief Ewing commented on the landing at Coral Cove. He explained the text message alert system, including outreach to residents with signup instructions.

He stated that the situation in Haiti is dynamic and does not look to be short term. He confirmed working closely with Homeland Security, state security, and the Sheriff's Office to mitigate any matters before they occur.

Town Manager Garlo explained the benefit of the roadway security cameras for surveillance. He noted a recent incident having to do with a landing at Coral Cove and an illegal migrant who entered the Town that was monitored and picked up. Chief Ewing added there are some video dead spots on the Island with no camera surveillance and stated night vision would be an asset.

15. Town Attorney Report

a. Litigation Update*

Town Attorney Baird provided an update on the Feldsine and Dolphin Suite cases which will go to trial in June. He noted the Testa were denied intervention by the trial judge and have appealed that decision. Additionally, the Slan case filed a response last week and set up six affirmative defenses. Town Attorney Baird's partner Vargas was assigned to this case. He provided background on Attorney Vargas, stating he is a very strong attorney. Vice Mayor Field asked if they were successful in identifying supporting documentation at the County. Town Attorney Baird stated there are no records from Palm Beach county, but some records have been found back to 1924. He noted the western portion of Sea Spray was vacated previously by the Town. Additionally, there are three other right-of-ways within the same subdivisions where portions were also abandoned. These go to the affirmative defenses.

Mayor Townsend asked if there is a need to call for an executive session if necessary. The Commission gave approval to the Town Manager and Town Attorney to call a session to discuss the Slan case if necessary.

STAFF REPORTS

16. Building Department Report

a. Building Department Report - February 2024

Director Harding provided an overview of the building department reports and the changes in the reporting system.

b. Code Compliance Activity Report

Director Harding briefly reviewed the Code Compliance Activity Report.

The Commissioners expressed appreciation of the new reports.

17. Financial Report

• Fiscal Year 2023 Audit Review - Daniel Anderson CPA, Mauldin & Jenkins LLC

Director Pazanski introduced Daniel Anderson, CPA of Mauldin & Jenkins. He noted this is the first audit

the firm has conducted for the Town. He also explained that Mr. Anderson met with the Town's Finance Advisory Committee to review the audited financial statements. The FAC recommended the Town Commission approve the Town's audit.

Mr. Anderson provided background information pertaining to his firm followed by general information about the annual financial report. He explained highlights of the audit.

The Commissioners collectively congratulated Director Pazanski for a successful audit. Mayor Townsend stated that the way this audit was presented was the easiest to understand that she has dealt with.

a. **Monthly Financial Report**

Director Pazanski reviewed the following highlights from the monthly financial report for February.

- Total Revenue \$9,519,057
- Total General Fund Ex \$4,146,785
- Unassigned Fund Balance (reserves) \$7,160,335
- Total Fund Balance (res) \$12,828,540

He noted the strong balance sheet.

OTHER ITEMS

18. **Meeting Dates**

- April 16, 2024 – Town Coffee with Commissioner Taddeo – 9AM
- April 17, 2024 – Town Commission/Beach Protection – 9AM
- May 13, 2024 – Town Coffee with Commissioner Warner – 9AM
- May 14, 2024 – Town Commission/Beach Protection – 9AM
- May 14, 2024 – SMRU Board – 12:30PM
- June 11, 2024 – Town Coffee with Vice Mayor Field – 9AM
- June 12, 2024 – Town Commission/Beach Protection – 9AM
- July 16, 2024 – Town Coffee with Commissioner Scott
- July 17, 2024 – Town Commission/Beach Protection – 9AM
- July 17, 2024 – SMRU Board – 12:30PM

The Commission added April 10th for a public workshop to discuss the Development Review Process and April 16th for a public presentation pertaining to the Waterfront Setback Line Study.

19. **ZIP Waiver Request - 15 South Beach**

This item was heard earlier in the agenda, as amended by the Commission.

Jeremy Bowerman, attorney representing Dr. Terry, owner of 15 South Beach Road, provided a presentation including aerial views and survey of the property. He provided background of the property structure, which is 66 years old. The owner proposes to renovate the home by giving it an updated exterior finish, new roof, and small additions to the home totaling 529 square feet, as well as an enhanced driveway design and substantial landscape enhancements. He explained that the waiver is requested so there will not be continued deterioration of the property and noted that the property is compliant with both the 2004 and

2019 Waterfront Setback Line requirements.

Commissioner Scott disclosed she is the neighbor to the north and wholeheartedly supported the request.

Public Comment:

There was no public comment.

MOTION: *Scott/Taddeo moved to approve the Zoning in Progress Waiver Request for 15 South Beach Road.*

ACTION: *Motion passed 5-0.*

20. Other Items*

Mayor Townsend stated the legislators made no changes to Form 6 regarding small municipalities with unpaid Commissioners. Town Attorney Baird provided a brief update on the two cases challenging the issue.

Commissioner Scott provided comment regarding an anonymous letter that went to some Island residents, which she described as mendacious drivel. She also referred to several emails from a resident who has posed questions and discontent regarding authorized spending. She stated that the Town has the authority and will to reimburse the legal fees of Mayor Townsend. She provided an answer to each question asked. She stated that even though residents' questions are welcome, when the questions are directive, they become part of a disinformation campaign.

Public Comment:

There was no public comment.

Adjourned at 3:11 PM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

TOWN OF JUPITER ISLAND

TO : Mayor and Commissioners
FROM : Danielle Losquadro, Senior Accountant 
RE : Fixed Asset Disposals
DATE : 04/08/2024

The Town of Jupiter Island's Accounting Policy and Procedure Manual and Florida Statute 274.07 require Town Commission authorization for the disposal of Town assets. Attached is a listing of assets that have been identified as obsolete, replaced, lost/stolen, or inefficient. After the Commission's authorization, assets will be recorded as disposed in the Fixed Asset Module. Assets will be disposed of in accordance with Town policy. Disposal methods include sale by auction, donation, or scrapping.

ASSET INFORMATION**ASSET INFORMATION**

**MINUTES
TOWN OF JUPITER ISLAND
FINANCE ADVISORY COMMITTEE MEETING
JANUARY 30, 2023**

TIME: Monday, January 30, 2023 – 9:00 a.m.
PLACE: Town Hall Conference Room
PRESENT: Committee Chair Charles Brennan, Committee Member Jay Wilson, Committee Member Pete Buck, Committee Member Stephen Timbers, and Committee Member/Town Manager/ Finance Director Michael Ventura. Also present were Walter Maxwell of Templeton & Company and Town Clerk Kimberly Kogos.

Chair Brennan called the meeting to order at 9:01 a.m.

Chair Brennan announced that Member Pete Buck has chosen to step down from his position following this meeting. Mr. Buck expressed appreciation of working with the Committee and stated that if his situation changed, he would be happy to serve again.

Chair Brennan also welcomed new member Steve Timbers.

1. Approval of the March 7, 2022, Meeting Minutes

Chair Brennan asked if there were any changes or edits to the March 7, 2022, meeting minutes. There were no edits or discussion.

MOTION: *Brennan/Wilson moved to approve the minutes of the March 7, 2022, Finance Advisory Committee.*

ACTION: *Motion passed 5-0.*

2. Review of the Draft Audited Financial Statement as of September 30, 2022

Town Manager/Member Ventura stated this is his 14th audit. He explained that when he started with the Town as the Finance Director, the Town was two (2) audits behind. He noted that the Town is in a much better position today. He introduced Walter Maxwell of Templeton & Company, who would review the audited Financial Statements for the fiscal year ending September 30, 2022.

Member Ventura explained that the Town's contract with Templeton is up this year and will solicit an RFP (Request for Proposal) in March. He explained that Templeton may still bid but the state strongly recommends municipalities to go out for bid every 5 years. He added that the Finance Director and Town employees are not permitted to sit on the Audit Selection Committee, noting that the committee consists of at least one (1) Commissioner and other outside members.

1. Review of the Draft Audited Financial Statement as of September 30, 2022

Mr. Maxwell greeted the Committee and introduced Jonathan Lockmiller, also with Templeton. Mr. Maxwell provided a brief history of his tenure with Templeton as well as his services to the Town.

Mr. Maxwell began his review by discussing the Management's Discussion and Analysis section of the report. He noted that the assets and deferred outflows exceeded liabilities and deferred inflows at the close of the fiscal year by \$102,746, 804. He noted that of this amount, \$27,313,155 (unrestricted net position) may be used to meet the government's ongoing obligations. He explained that the Governmental (Town) net position was \$49,895,630 and the Business-type (SMRU) net position was \$52,851,174.

He stated the total revenue from all sources was \$27,905,942 and the total cost of all Town programs was \$27,551,611. Mr. Maxwell reviewed additional financial highlights.

Mr. Maxwell continued by reviewing the Government-wide Financial Analysis and discussed the Revenues by Source. Conversation ensued regarding FEMA funds. Mr. Maxwell stated that taxes make up 76% of revenue sources in a year without FEMA funds.

The Committee reviewed the Financial Analysis of the Town's funds. Mr. Maxwell stated that the Town's governmental fund reported combined ending fund balances of \$26,709,834 which is an increase of \$3,745,661 from the prior year balance. Of this amount, \$17,801,133 is restricted or assigned for specific purposes. He explained the specific purposes in greater detail.

Mr. Maxwell reviewed the Enterprise fund (SMRU), stating that the unrestricted net position of the water and wastewater utility amounted to \$24,605,361 at the end of the year, which was an increase of \$1,457,457 from the prior year balance.

The Committee reviewed beach-related issues. Member Ventura stated that Hurricanes Ian and Nicole both qualify for reimbursement funds. He explained that FEMA reimburses 75% with the state and local reimbursements at 12.5% each. He noted that Governor DeSantis proposed funds that may cover the local portion of 12.5%.

Mr. Maxwell reviewed the Budgetary Highlights stating that overall, actual revenues were more than the anticipated amounts by \$1,466,167 and expenditures were \$1,176,565 less than the appropriated budget. He explained that the Town had a favorable budget variance of \$2,642,732, and the largest budget variance for revenue was building permits which exceeded the budgeted amount. He mentioned that expenditures were under budget in all departments with the largest variances of \$358,920 in Administration and \$244,386 in Roads. Member Ventura explained that some budgeted items were rolled over from last year such as the IT Audio/Visual System and the road project. He noted that there had been some staff turnover and it is a challenging time to find the "right" employee for specific positions.

Mr. Maxwell explained that the actual revenues of the Beach Protection Fund were more than anticipated by \$138,082, and expenditures were \$367,674 less than the appropriated budget. He noted that an additional \$2,367,919 was added to reserves for future beach renourishment projects.

Mr. Maxwell reviewed capital assets and outstanding debt highlights. Town Manager/Member Ventura explained the SWAP funds and that cash is already allocated to payoff the SWAP in a couple of years. He noted that it is built into the bond schedule to smoothly move through the transition.

Mr. Maxwell continued his review by discussing economic factors and next year's budgets. Member Ventura mentioned the increase of inflation.

Some discussion ensued regarding the Pension plan and funds, including the frozen Deferred Benefits plan. Member Ventura noted that the plan assets are held by Wilmington Trust as Trustee, Newport Group serves as Administrator and AGW as the Financial Advisor. He explained the interest in buying out the plan and stated that the Town is closely monitoring the market for that opportunity.

After discussing the Budgetary Comparison Schedules, Mr. Maxwell concluded by stating that there were no changes in accounting policies in 2022 and the audit found no weaknesses or deficiencies. He declared that the Town is in compliance with the investment policy and has a healthy financial condition. He stated that the audit went smoothly and was conducted with full cooperation from staff.

Member Wilson asked about the CFO position. Member Ventura explained that a full-time CFO would result in overstaffing as staff includes an Assistant Financial Officer, a Sr. Accountant, and an Accounting Clerk for both the Town and SMRU. Member Ventura explained his financial responsibilities as Finance Director and noted that, if needed, the Town could hire another outside CPA firm to assist with GASB pronouncements or other new changes to accounting requirements as support, instead of hiring additional staff for day-to-day processing assistance.

Member Timbers asked if the utility intends to add new customers. Member Ventura explained the service territory and stated that the new Discovery development is within the service territory (includes 300 homes, but not irrigation which

will be serviced by their own wells). He added that there is a lot of infill projects in Hobe Sound, and developers are required to pay for capacity increases. He also noted approximately 200 customers on septic systems may convert to sewer systems.

Member Timbers asked if there is anything foreseen that could change the Town's strong financial condition. Member Ventura explained that the Town and SMRU reserves are quite healthy and could sustain us for at least a year. He stated that the beach district is an "unknown" due to FEMA funds, but the Town has the means to protect its assets. He added that our debt is low compared to our revenues.

The Committee asked about lessons learned from sister communities that were devastated from hurricanes or other issues. Member Ventura stated that other cities are not in the healthy financial condition that the Town is. He explained that other towns depend highly on income avenues other than ad valorem including fuel tax, franchise fees, recreational fees, etc. which are reduced or eliminated after a disaster. He explained insurance costs have gone up, but the Town is in a pool with the Florida League of Cities (FLC) so the risk is spread out throughout the state.

Consensus was favorable regarding the audit and financial statements. The Committee agreed to recommend approval by the Town Commission.

2. Other Items

No other items were discussed.

3. Adjournment

Meeting adjourned at 10:18 a.m.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
BEAUTIFICATION COMMITTEE MEETING
APRIL 18, 2023 – 11:00 A.M.
TOWN HALL CONFERENCE ROOM**

PRESENT: Committee Members: Staff: Stuart Trent, Director of Public Services
Ken McBrayer, Chair Carol Hazel, Recording Secretary
Deane Blazie
Lyn Ianuzzi Guest: Richard Maxwell, King Tree Service
Nivin MacMillan
Joyce Vicenzi

1. WELCOME

Chair McBrayer called the meeting to order at 11:00 a.m. Introductions were made. Mr. Deane Blazie has been appointed the Residents Association representative on this committee, replacing Eleanor Hall.

2. APPROVAL OF MINUTES OF MEETING HELD JANUARY 12, 2023

The minutes of the above Beautification Committee meeting were approved as presented.
MOTION – Member Flinn, SECOND – Member Vicenzi, APPROVED 5-0.

3. BEAUTIFICATION COMMITTEE UPDATE

- a. Public Services Director Stuart Trent provided an update on the current status of the Town's Beautification Fund, which totals \$163,650.
- b. Director Trent reviewed the current condition of the Ficus Allée, as well as the Town's continuing search for an alternate species to potentially replace trees that succumb to disease.
- c. Director Trent provided an update on the Town's landscapes and the impact and perils whitefly and other diseases have on Island trees and hedges, as well as the Ficus Allée.

4. OLD BUSINESS

A. Ficus Allée – Long Range Planning

Director Trent and Richard Maxwell, the Town's landscape consultant since the Town was founded years ago, reported on the health and current condition of the trees in the Ficus Allée. They also discussed the Town's continuing search for an alternate species of tree to potentially replace Allée trees that succumb to various diseases that impact them.

Director Trent reported that the Town has been trying to determine the best course of action to preserve the trees and maintain the Allée and has been receiving good feedback and guidance from its various consultants. He noted that the Allée trees are under constant pressure. Most of those on the West side of the bridge remain healthy, but those on the East side have been infected with

whitefly and impacted by salt spray. The Town has lost an average of two trees annually but lost four trees last year.

Director Trent reviewed the recent “non-Ficus” ranking of tree options discussed at previous meetings for the Town’s consideration to replace Ficus that are no longer viable. Green Buttonwood was the first option considered due to its favorable qualities. However, due to its slow growing aspect, it has been determined as unfavorable. The Town has since reviewed other options and alternatives. One option, Ficus Altissima, has been discussed by the committee. A branch sample had been shown to the members. After further review, Director Trent and Mr. Maxwell now feel that this type tree is more susceptible to disease and does not have the aesthetic the Town is looking for. Instead, today, they recommended using Ficus Auria, aka Strangler Fig, and showed the committee photos and a sample branch. The Strangler Fig is a native tree and is not known to host insects. They keep their leaves and recycle and fill in quickly. Long-term management and treatment is a downside to the program. They do need care, but they grow fast.

The Committee members discussed the health of the existing trees and those likely in need of replacement in the near future. It was noted that most of the trees on the west side of the bridge remain healthy, but those on the east side have been impacted by white fly. In addition, the furthest east trees also are being impacted by salt spray which contributes to their demise. An average of two trees per year have been lost, and four trees were lost last year. Two trees will be replaced this summer with new species, and a few trees are left in the Town nursery for potential future utilization.

The members also discussed characteristics and pros and cons of the Strangler Fig. In general, they were enthusiastic about its use in the Allée. A consensus vote of the members present was unanimous in favor of recommending that the Town move forward with using that species. Director Trent will put together a brief summary to present to the various stakeholders. He plans to update the Town Commission on the Allée at their April 24 meeting and to recommend that they move forward with Strangler Fig trees as replacements. The members discussed a couple trees in need of replacement right now, which the Town can manage procuring with current funding. Director Trent estimated \$250 per tree with source materials.

Funding the replacements will be a long-term project. Mr. Maxwell explained that the Town ultimately would require 160 trees and, unless there was a massive fundraiser, would need to procure them several at a time. Director Trent indicated the trees can be easily procured and grown. The largest size the Town could transport would be 15-foot trees. He reported that the Town can accommodate growing about 25 such trees in its nursery at a cost savings, and Harold Jenkins is currently growing some in close proximity to the Town.

The Town’s current Beautification Fund is not sufficient to cover long-term funding. The committee also recommended notifying other community organizations, e.g. the Garden Club, Residents Association, Historical Society, of the proposed program and the need to maintain and fund the Allée. Member MacMillan recommended notifying the Club as they also could reach out to their members. Chair McBrayer noted the members’ 5-0 consensus support for the Allée tree replacements and recommendation that the replacement program start now.

5. OTHER ITEMS

Member Flinn addressed the danger and safety hazard with residents using reflectors and pyramids on their properties to deter drivers from driving onto their lawns, as well as their being an aesthetic distraction. She also reported that some residents are putting out lollipop reflectors, which are also illegal. Director Trent reviewed the Town's program of compliance and notification to the residents by letter to voluntarily remove such impediments, which has deterred some residents from using them. He noted that the rounded ones are considered an acceptable arrangement. He also reported that if a resident signs a release, they can leave them in place.

There was consensus support among the Committee members to agree with Mrs. Flinn's perspective. Chair McBrayer recommended that she send a letter and photographs to the Commissioners regarding the prospective danger and put a notice in the Town Newsletter and distribute the information to the other committees.

No additional items were discussed.

6. ADJOURNMENT

There was no further discussion, and Chair McBrayer adjourned the meeting at 12:05 p.m.

Respectfully submitted,

Carol Hazel
Recording Secretary

**MINUTES
TOWN OF JUPITER ISLAND
BOARD OF ADJUSTMENT MEETING
NOVEMBER 30, 2023**

TIME: Thursday, November 30, 2023 – 9:00 a.m.
PLACE: Town Hall Island Room
PRESENT: Chair Marjorie Gadarian Graham, Member Hugh O’Kane, Members Mark Newman, Nancy Auth, and Alternate Member E.B. Smith. Also present were Planning, and Zoning, Planning and Zoning Director Ruben Cruz, IT Director Bill Sutton, Town Attorney Thomas Baird, and Town Clerk Kimberly Kogos.

Chair Graham called the meeting to order at 9:00 a.m. and introduced the present Board Members. She determined there was a quorum present. Member Dines attended remotely but did not participate per Resolution 900 pertaining to remote participation.

1. Minutes of May 22, 2023, and September 29, 2023, Meetings

a. Minutes of the Meetings held May 22, 2023, and September 29, 2023

Chair Graham explained that she deferred reading and approving the May 22, 2023, minutes until those who attended the May 22, 2023, meeting could be present.

MOTION: Newman/Auth moved to approve the minutes from May 22, 2023, as presented.

ACTION: 5-0 motion passed.

MOTION: O’Kane/Newman moved to approve the minutes from September 29, 2023, as presented.

ACTION: 5-0 motion passed.

Chair Graham clarified that the next meeting will be December 28, 2023, with one item and potentially two items, to be presented. Discussion regarding availability ensued. Chair Graham, Vice Chair Newman and Member O’Kane confirmed they would attend in person.

2. 67 North Beach Road

This is the application of Jeffrey Levitetz, Trustee of the Jeffrey A. Levitetz, u/t/d 5/3/52007, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

In accordance with Article X, Division III, Section 3.00, General Alternative Development Standards, Article X, Division III, Section 3.01, Initial Measuring Point for Building Height, the applicant is requesting the use of Article IV, Division II, Section 2.00, Building Height, in order to increase the initial measuring point from 10.25’ NAVD to 15’ NAVD;

AND

In accordance with Article X, Division III, Section 3.00, General Alternative Development Standards, Article X, Division III, Section 3.02, Placement of more than 3' of Fill, the applicant is requesting to use Article IV, Division III, Section 3.01, Fill, in order to create a more level property and comply with state regulations.

Ex-Parte Communication

- Chair Graham stated she visited the site with Director Cruz and read all materials and support letters.
- Member Auth stated she visited the site with Director Cruz.
- Member O'Kane stated he had seen the property a couple of times and had no ex-parte communication.
- Vice Chair Newman stated he had seen the property a couple of times and had no ex-parte communication.
- Alternate Member E.B. Smith stated he spoke with the owners without their knowledge he was on the Board. He disclosed he also spoke with the neighbor on the south side of the property who expressed concern about the height.

Town Clerk Kogos swore in those speaking and presenting including Jared Gaylord, Esq. of Marc R. Gaylord, P.A.; Kevin Asbacher of Asbacher Architecture, Inc., Richard Rutledge of Innocenti and Webel, and Planning and Zoning Director Ruben Cruz.

Director Cruz introduced the application and provided background information as well as his recommendations.

Attorney Jared Gaylord, representing Jeffrey Levitetz, greeted the Board. He began his presentation by displaying aerial photographs of the property and provided history of the property and prior application approvals which have been extended based on State Statute. He explained that the current proposal is requesting less fill than previously approved. He reviewed a digital elevation model that displayed the Initial Measuring Point (IMP) and NAVD (North American Vertical Datum) of neighboring properties.

Attorney Gaylord displayed the property survey and site plan. He explained the site sections, basement grading plan (including equipment location), first floor plan as well as the roofing plan, and the elevations. He displayed the site data table and concluded his presentation by explaining the unique standards (i.e. setbacks) of the North Beach community compared to other neighborhoods on the island.

Attorney Gaylord displayed the civil plans including the drainage and septic systems. He explained the numerous exfiltration trenches and their function. He provided the cut/fill plan and explained the areas in question.

Attorney Gaylord provided site photographs of the property prior to the demolition of the structure as well as the current site conditions. He also provided photographs of the neighboring homes.

Member Auth asked about neighboring properties and if those properties used extra fill. Attorney Gaylord stated that those properties did not use fill but rather used pilings/stilts to raise the structure.

Alternate Member Smith asked about the inconsistency of the permitted building height for an existing building vs. a new building with fill.

Attorney Gaylord and Mr. Asbacher provided explanations.

Alternate Member Smith asked, in layman's terms, if either fill or stilts must be used. Mr. Asbacher confirmed.

Chair Graham asked for the definition of "habitable space". Attorney Gaylord explained the permitted uses and provided the source of the definition.

Chair Graham asked if the bathroom and recreation room in the plan is considered non-habitable. Mr. Asbacher explained that "habitable spaces" include bedrooms, living rooms, kitchens, etc. Member Auth asked about the staff kitchen. Mr. Asbacher confirmed that the staff kitchen is not defined as a habitable space. He added that the staff kitchen is not a full kitchen since it lacks a stove, full size refrigerator, etc. Director Cruz confirmed that the Town's code refers to the state regulations that Mr. Asbacher referred to.

Alternate Member Smith asked about the building materials. Mr. Asbacher clarified that the exterior materials include Mexican shell stone and lime washed cypress.

Mr. Richard Rutledge reviewed the landscape plans including the existing vegetation, removal, and relocation plans. He explained the proposed buffers and elevation renderings.

Alternate Member Smith asked about the fill in the rear yard. Mr. Rutledge explained the location of the fill.

Alternate Member Smith, who is a neighbor to the proposed property, expressed concern regarding the buffering on the north and south sides, and asked for a denser buffer. Mr. Rutledge displayed the landscape grading plan and explained the proposed buffer material. Alternate Member Smith asked to extend the buffer another 10' on the north and south sides. Mr. Rutledge stated the owners are happy to work with neighbors. It was clarified that this topic is not in the purview of the BOA, but rather the Impact Review Committee.

Attorney Gaylord concluded his presentation by reviewing the development standards and explaining how the application demonstrates that the general alternate development standards are satisfied.

Chair Graham asked if the approval runs with the property title. Attorney Gaylord replied affirmatively. He further explained that the variances, zoning changes, etc. would run with the land.

Attorney Baird asked Attorney Gaylord if he is suggesting an approval today would vacate the prior approval. Attorney Gaylord said yes and added, if not approved today, the prior approval remains, and property can be developed accordingly.

Director Cruz explained that the prior approval expiration date is December 2024.

Discussion ensued regarding the prior approval and the current approval.

Attorney Gaylord continued with his review of the development standards.

Public Comment:

There was no public comment.

Member Auth stated that the Board is between a rock and a hard place with the prior approval. She expressed concern regarding the amount of requested fill. She also stated that she does not feel the standards have been properly met.

Discussion ensued regarding the issue of fill. Member O’Kane noted concerns from residents are typically about water runoff and amount of construction truck traffic.

Chair Graham confirmed that the prior approval is not for the current proposed structure but rather for the previously proposed structure.

MOTION: *Newman/O’Kane moved to approve the application with the conditions below:*

- *The applicant will seek and obtain a Florida Department of Environmental Protection permit.*
- *The applicant will incorporate all plans submitted and approved by the Board.*

ACTION: *The motion passed 4-1. Member Auth voted Nay.*

3. Other Items

- a. Next Meeting – December 28, 2023
This item was previously discussed.
- b. Other Items
Director Cruz introduced the new Building Official, Ms. Catherine Harding.

No other items were addressed.

Adjournment

The meeting was adjourned at 10:46 a.m.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
BOARD OF ADJUSTMENT MEETING
JANUARY 29, 2024**

TIME: Monday, January 29, 2024 - 11:00 a.m.

PLACE: Town Hall - Island Room

PRESENT: Chair Marjorie Graham, Vice Chair Mark Newman, Members Hugh O’Kane, and Eleanor Seaman. Also present were Town Manager Robert Garlo, Director of Building Catherine Harding, Director of Planning & Zoning Ruben Cruz, Town Clerk Kimberly Kogos and Town Attorney Thomas Baird

Director of Building Catherine Harding opened the meeting at 11:03 am, introducing herself and Director of Planning & Zoning Ruben Cruz. Director Harding noted that the meeting would be informal, discussing some proposed changes in the Land Development Regulations (LDR) language.

Director Harding defined “living space vs. habitable space” as defined in Article 2, Section 1 by Florida Building Code, noting that they are not similarly classified within the Town’s LDR; moving forward the goal is for conformity and consistency. Board of Adjustment Chair Graham questioned where the term “habitable space” is used in the Town’s LDR. Director Harding noted the wording does not currently exist in the LDR’s but is being added because there appears to be confusion between the definition of each space. Habitable space has ventilation and lighting (such as a bedroom), whereas living space could be defined as a game room, theater or another area not used for sleeping according to the FL Building Code. Chair Graham also asked why the Town is clarifying the definition of the term unless it is used somewhere in the LDRs. Director Harding clarified that because the Town uses the term in its Building Code, and is also used in the FL Building Code, the term should be consistently used in the LDRs. Director Harding added that more plans are being submitted with defined basements, and it must be clarified if that space will be utilized for sleeping. The Building Code states that a basement is not a habitable space - unless it was designed as such when the plans were originally submitted. Chair Graham noted that bedrooms should also be clearly defined. Director Harding added that the FL Building Code defines a bedroom as a room with a closet in which to sleep.

Vice Chair Newman asked if the Building Department intends to apply the term “floor area” to basements, which Director Harding replied that if a basement has a floor area that space would be

identified as such but added that storage and utility rooms are not considered living space. Attorney Marc Gaylord asked if a home has an existing basement and is not currently included in the floor plan of the structure, would it now be taxed as additional floor area. Director Harding explained that if the basement is used for living space it will be treated as such. Living space is defined as “a space within a dwelling utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes”. She added that living space and floor area are identified as being the same under Florida Building Code, and that bedrooms will also be defined in the description.

Director Harding then discussed the term NAVD, which architects use as a reference to flood elevation, and the Town uses the acronym NGVD with a different interpretation. She proposed replacing NGVD with NAVD on plans when they are submitted and added that NAVD is the standard used for flood elevations, noting the difference between the two is about 1.5 feet.

Director Harding advised that residential parking is currently allotted at one space per bedroom but is now proposing two spaces per bedroom as the maximum.

Additional topics included:

- State regulations associated with home-based businesses within a municipality that have been adopted by other municipalities will also be adopted by the Town
- Maximum floor area of a building shall not exceed 10,000 square feet for the primary residence
- Changing the terminology of a “building” to a “principle dwelling” in a residential zone
- Maximum square feet of an accessory building shall not exceed 3,000 square feet
- The definition of “floor area” and “living area” shall be the same

Director Harding also recommended changing the wording “shall approve” to be consistent with the original BOA language of “may approve”, which infers “must approve” which limits the ability to deny approval. Mr. Gaylord cautioned that “may vs. shall” is not always appropriate as many dimensions must be precise and remain as stated, exempt from verbiage substitution.

Suggested changes for development standards included:

- Adding fencing or screens (without signage) in front of ongoing construction
- Utilization of vehicle cleaning blankets on unpaved driveways
- Construction gatekeeper to control site access and regulate traffic
- Monthly pest control commencing on the clearing of acreage to eliminate disturbance on adjacent properties during construction activity
- Port-a-let may be placed during construction at an approved location

Director Harding concluded that Alternative Development Standards cannot result in the creation of a building being more visible than the adjacent properties, structures, or public rights-of-way. Vice Chair Newman noted that many existing structures on the Island are outdated; new structures may end up being taller than the existing neighboring homes and will be considered out of compliance, and those buildings may end up being demolished by its new owner. Director Harding opined that the community's extensive use of landscaping may aid in averting the situation.

Chair Graham commented that although the recommendation is monthly pest control, exterminators are now advising application no sooner than every two months. She added that several of the proposed revisions classified as "mandatory" may be misconstrued as taking away an existing right, such as limiting accessory structures to 3,000 feet, so timely delivery of this information will be important for those impacted by the proposed changes. Town Attorney Baird confirmed that the Commission must approve any suggested modifications and verbiage. He confirmed there would be three public hearings before a final decision is determined.

In response to a question, Director Harding clarified that the Land Development Regulations (LDR) defines a basement as a subgrade level of occupiable space with no more than three (3) feet of exposed daylight at the top of the basement with the rest lying below grade fill; if there is an opening of any one of the four walls surrounding the basement it is considered a living space and is calculated as square footage. If it's not definable by an area and less than three (3) feet we take five (5) feet in for the length of the area that's exposed and calculate that as square footage or living space. The amount that qualifies for the living space under the LDRs is deducted from the 10,000 square feet approved. Accordingly, it is not a new concept to consider living space in the basement area.

Discussion ensued regarding fill, drainage, square footage and habitable space.

Attorney Baird cautioned that Takings Law is a very complex area of constitutional law, and it questions if someone's investment backed expectation resulted in them being deprived of the use of their property. Furthermore, changing a word from *may* to *shall* is not going to be a Taking in itself, and reduction of a living space in a dwelling, or the way square footage is calculated is not going to be a Taking because there already exists a reasonable use of property. He explained that what he may be hearing is actually a concern about a change of regulation that results in a deprivation of property rights, which is a different category. Property rights law talks about whether you have created an inordinate burden on someone's property rights.

Vice Chair Newman recapped that Director Harding is simply trying to conform with the Florida Building Code in respect to defining living space and habitable space. There were no further comments.

The meeting was adjourned at 12:00 pm.

Respectfully submitted by:

Kimberly Kogos, Town Clerk

**TOWN OF JUPITER ISLAND
IMPACT REVIEW COMMITTEE MEETING
THURSDAY, JANUARY 4, 2024**

TIME: Thursday, January 4, 2024 – 9:00 a.m.
 PLACE: Town Hall – Island Room
 PRESENT: Present at Town Hall were Chair Bonnie Schiralli, Vice Chair Judy Holden, and Members Val McNeely, Eleanor Seaman, and Jennifer Madden. Attending Town staff were Building Director Catherine Harding, Planning and Zoning Director Ruben Cruz, IT Specialist Will DeLeon, Town Attorney Thomas Baird, and Town Clerk Kimberly Kogos.

Chair Schiralli called the meeting to order at 9:00 a.m.

Chair Schiralli read into the record Article X, Division II, Section 2.00 of the Land Development Regulations regarding the purpose of the Impact Review Process and established a quorum was present. She introduced the Committee members as well as Town Attorney Thomas Baird, Town Clerk Kimberly Kogos, Building Director Catherine Harding and Planning and Zoning Director Ruben Cruz, and established voting members.

Town Clerk Kogos swore in those intending to speak including Attorney Jared Gaylord of Marc R. Gaylord, P.A., Tyler Nielson of Nielson Landscape Architects; Evan Anderson of Onshore Construction; Jeremy Bowerman of Jeck, Harris, Raynor & Jones, P.A; Tom Kirchoff of Kirchoff and Associates Architects; Burt Krebs of Innocenti and Webel; Josh Conroy of J. Conroy Construction; Jim Conroy of J. Conroy Construction; Mitchell O’Neil of O’Neil Architect; Daniel Sugg of Sugg Design Studio LLC; and Director Catherine Harding.

1. Minutes of the meeting held December 7, 2023

MOTION: *Holden/Seaman moved to approve the minutes of the December 7, 2023, IRC meeting, as presented.*

ACTION: *Motion passed 5-0.*

2. 197 South Beach Road

This is the application of Eleanor B. Ford & David Larsen TTE of the 197 South Beach Road Agreement, u/t/d 05/25/2023, represented by Jared Gaylord of Marc R. Gaylord, P.A., requesting the following:

The proposed renovation of the existing residence to replace the roof with a style more consistent with the rest of the residence, add a small, covered area to an existing entrance, and “square off” two one-story portions of the existing residence.

Ex-Parte Communication

- Chair Schiralli stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.
- Member McNeely stated that she the property with Ruben, read all materials, and had no ex-parte communication.
- Vice Chair Holden stated that she visited the property, briefly met the homeowner and asked when the property last came before the IRC, read all materials, and had no ex-parte communication.

- Member Seaman stated that she visited the property, spoke with Director Harding and Director Cruz, read all materials, and had no ex-parte communication.
- Member Madden stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.

Director Harding introduced the application and provided project background. She explained that the existing structure has several existing nonconforming aspects (i.e., north side yard setback, and rear yard setback), recommending approval as it meets all criteria with the exception of the Australian Pines that should be removed.

Attorney Gaylord greeted the committee and introduced the project team including Tom Kirchoff and Burt Krebs. He began his presentation by displaying aerial photographs and a survey of the property. He explained that the home has numerous existing nonconforming aspects and noted the proposed improvements comply with current development standards and do not increase the nonconformity. He displayed the proposed roofing plan, elevations, site calculations, and photographs of the streetscape, surrounding buffers, and current home. Attorney Gaylord continued by displaying the Landscape Plans and photographs.

Vice Chair Holden questioned if the Australian Pine trees should be removed. She also noted a need for mid story plants on the south buffer.

Mr. Krebs responded by explaining that although the Australian Pine trees are invasive, they have been on the site for many years and provide protection to the west. Mr. Krebs also stated that they could add to the south buffer if recommended, although he felt that the current buffer was adequate.

Chair Schiralli agreed with the recommendation to fill in the south buffer. She also referenced a thick hedge on the north side of the driveway entrance making visibility difficult, which may belong to the neighbors.

Public Comment:

There was no public comment.

MOTION: *Holden/Seaman found that based upon the plans submitted to the Town (and conditions), the application of 197 South Beach Road meets the standard for impact review and moved approval of the application subject to the applicant's development of the property in accordance with the plans submitted and the conditions imposed.*

- *Mid story buffer on the south side, north side buffer increased, and north side hedge be cut back for better visibility*

ACTION: *Motion passed 5-0.*

3. 619 South Beach Road

This is the application of At High Tide, LLC, requesting the following:

The proposed construction of a new pool, refurbishment of existing planting beds, new gravel walkways and buffer plantings.

Ex-Parte Communication

- Chair Schiralli stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.
- Member McNeely stated that she visited the property with Director Cruz but they could not access the property, read all materials, and had no ex-parte communication.
- Vice Chair Holden stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.
- Member Seaman stated that she visited the property and discussed it with Director Harding and Director Cruz, read all materials, and had no ex-parte communication.
- Member Madden stated that she visited the property with Director Cruz read all materials, and had no ex-parte communication.

Director Harding introduced the application and provided project background stating that staff felt the significant landscaping changes may have negative impacts.

Mr. Nielsen greeted the committee and provided photographs of the current property displaying extensive gardens noting that the owners wish to add a pool to the property without disturbing the gardens by cutting an 8' path in the garden to access the pool area for the pool installation. He also presented the proposed plant material to be added to the buffers and existing gardens with renderings of the improved buffers and planting plans. Finally, he reviewed the construction staging plans.

Vice Chair Holden requested clarification on the pool and water feature maintenance. Mr. Nielsen stated that when the residents are not in residence, the water feature will be completely drained. When they are in residence, the feature is continuously cycled. He added that a generator would power the pools if electricity was not available.

Member McNeely asked about the cinnamon tree. Mr. Nielsen explained that it is a native tree growing naturally in both Dade County the Keys, that grows well in shaded areas, and also handles cold snaps and salt spray well.

Evan Anderson explained the construction parking plan, responding to a concern mentioned by member Madden.

Chair Schiralli expressed concern that the dumpster is visible from the street and questioned if construction gates would be utilized as well as silt fencing. Mr. Nielsen confirmed both.

Public Comment:

There was no public comment.

MOTION: *McNeely/Holden found that based upon the plans submitted to the Town (and conditions), the application of 619 South Beach Road meets the standard for impact review and moved approval of the application subject to the applicant's development of the property in accordance with the plans submitted and the conditions imposed.*

- *Dumpsters and portable toilet shall be screened from public view*
- *Silt screen shall be installed along the side and rear yard area facing the ocean*
- *Construction Buffer and fence/mesh screening shall be installed prior to commencement of construction and maintained during construction*

ACTION: *Motion passed 5-0.*

4. 41 North Beach Road

This is the application of Mrs. Frances Kilduff (Poulos family), represented by Jeck, Harris, Raynor & Jones, P.A., requesting the following:

The proposed exterior renovations to the existing home to consist of removing a small, bay shaped area to “square off” the portion of the structure closest to the waterfront setback line, reconfiguration of the main entrance with an addition of a waterwall and basin feature; the existing pool deck, pool & spa are to be modified, adding a gas operated fire feature next to spa. A new redesigned roof to match the architectural style of the renovations, as well as additional landscaping in front of the home, are also proposed.

Ex-Parte Communication

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

Director Harding introduced the application and provided project background.

Attorney Bowerman greeted the committee and introduced the project team Mitchell O’Neil and Daniel McRae Sugg. He began his presentation by displaying aerial photographs and a survey of the property. He displayed the site plan and explained the proposed changes to the existing home design, noting that the footprint would not be increased.

Mr. Mitchell O’Neil reviewed the architectural changes of the structure noting that the current structure is Mediterranean style while the proposed design is more modern. He displayed the floor plans as well as exterior modifications.

Member McNeely asked if DEP approval is required for the proposed glass to be placed on the second floor, which Mr. O’Neil confirmed.

Mr. Daniel Sugg was sworn in by Town Clerk Kogos.

Mr. Sugg presented details of the Landscape Plans identifying the proposed plant material and the construction staging plans.

Member Madden noted that the neighbor to the north is very close and asked about the density of the buffer in that area. Mr. Sugg explained the plan to fill in the buffer.

Vice Chair Holden questioned the height and noise level of the water feature at the entrance. Mr O’Neil stated the feature is approximately 20’ high, and the water flows quietly down the side of

the wall.

Chair Schiralli requested details of the gas operated fire feature. Mr. O'Neil explained that the feature is linear in nature rather than a traditional fire pit.

Public Comment:

No public comment.

MOTION: *Holden/Madden found that based upon the plans submitted to the Town (and conditions), the application of 41 North Beach Road meets the standard for impact review and moved approval of the application subject to the applicant's development of the property in accordance with the plans submitted and the conditions imposed.*

- *Dumpsters and portable toilet shall be screened from public view*
- *Silt screen shall be installed along the side and rear yard area facing the ocean*
- *Construction Buffer and fence/mesh screening shall be installed prior to commencement of construction and maintained during construction*

ACTION: *Motion passed 5-0.*

5. **Other Items**

- a. Next Meeting – February 1, 2024 (one item at this time)

Director Cruz noted that two items have been received at this time for the February meeting.

- b. Other matters

Vice Chair Holden suggested moving the annual January meeting to a week later in the future so the timing does not conflict with holiday travel plans.

6. **Adjournment**

Chair Schiralli adjourned the meeting at

10:17 a.m. Respectfully submitted,

Kimberly Kogos, Town Clerk

**TOWN OF JUPITER ISLAND
IMPACT REVIEW COMMITTEE MEETING
THURSDAY, JANUARY 29, 2024**

TIME: Thursday, January 29, 2024

PLACE: Town Hall – Island Room

PRESENT: Present at Town Hall were Chair Bonnie Schiralli, Vice Chair Judy Holden, and Members Val McNeely, Eleanor Seaman, and Alternate Marshall Field, V. Attending Town staff were Building Director Catherine Harding, Planning and Zoning Director Ruben Cruz, IT Specialist Bill Sutton, Town Attorney Thomas Baird, and Town Clerk Kimberly Kogos.

The meeting was called to order at 2:01 pm.

Community Development Director Catherine Harding welcomed the members of the Impact Review Committee, and each committee member introduced themselves. Director Harding noted that the purpose of the meeting was to introduce specific recommended modifications in the LDR language for the Board's consideration. Recommendations include further refining Building Code verbiage, while other recommendations are in response to more recent events. Ms. Harding added that she would welcome questions from the public or questions may be sent to her via email.

Director Harding began noting the need for further clarification of the several items, including the more clearly defining the term Living Space, consideration of the Town utilizing a CCO (Certificate of Continued Occupancy), language regarding NAVD 88 and benchmarks, and defining the maximum parking space allowance for a residence. In addition, home-based businesses must register with the Town and adhere to relative policies; and more clearly defining construction fencing guidelines, and work site parameters. Ms. Harding proposed further clarification of maximum floor area for a principle dwelling, specifications for additional buildings on the property, and the necessity for potential alternative development standards. Director Harding noted there would be further dialogue with the Town's Attorney, Town Manager Garlo, and with the Town Commission

Ms. Schiralli summarized the timeliness of each topic discussed and the importance of consistency, while noting the lack of authority to implement the decisions as a committee. Several members expressed concern for unintended consequences to those currently in the design stage. Attorney Baird advised that only properties submitted after the proposed regulations would be subject to new regulations should they

be approved. Ms. Gaylord questioned if the proposed regulation changes will be presented to the LPA before submitted for Commission approval, which Attorney Baird confirmed to be correct.

Director Harding encouraged any other questions to be emailed directly to her for comment.

Chair Schiralli adjourned the meeting at 2:40 pm.

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
GRIEVANCE RESOLUTION BOARD
MARCH 25, 2024**

TIME: Monday, March 25, 2024 – 11:00 a.m.
PLACE: Town Hall – Island Room
PRESENT: Chair Joseph Taddeo, Board Members Charles Modica, Barbara Carr, and Alternate Board Member Ken McBrayer. Also present were Town Manager Robert Garlo and Town Clerk Kimberly Kogos.

1. Call to Order, Opening Comments and Roll Call

Chair Taddeo called the meeting to order at 11:02 a.m. He introduced the board members and greeted the Public Safety Officer Robert Brown and Mr. Vinny Castiglia of the Florida Labor Council.

2. Introduction of New Grievances

Chair Taddeo stated the charge against Officer Brown, explaining Officer Brown’s failure to log into the computer-aided dispatch (CAD) mobile client system from November 9, 2023 to January 9, 2024, spanning a total of 24 shifts. He stated that JIPSD General Order 8.9.8 Patrol Procedures requires regular logins into the CAD system. He noted that specifically, road patrol members are mandated to have the mobile client activated in their patrol vehicle while on shift.

Chair Taddeo stated that Officer Brown is appealing the formal disciplinary action of 14-day suspension (168 work hours).

3. Presentation of Witnesses

Chair Taddeo stated that witnesses would be called in a prescribed order. He expressed that the scope of what anyone can speak to is limited and that per the ordinance, the Board “shall consider only the grounds and reasons for the grieved discipline” and “shall only consider evidence relevant to the truth or falsity of those grounds and reasons.”

Town Clerk Kogos swore in the witnesses.

Mr. Castiglia expressed concern that a full 5-member board was not present. Town Manager Garlo noted that the three regular members were present along with one alternate member, thus establishing a quorum. A recess was called to discuss with the Labor Attorneys.

11:10 a.m. Board Recessed

11:20 a.m. Board Reconvened

Officer Brown accepted the 4-seated board.

The first witness was Officer Brown who explained the points of his grievance:

- No reprimand in the last 11 years of employment.
- No violation of Ethical Standards of Conduct.
- Discrepancy in the County vs. the Town Login Reports (county report showed 5 of 11 shifts were not logged in while the Town report showed 24 shifts were not logged in – these were based on the same time period).
- Stated that he cannot be in violation of policy changes made after disciplinary action and noted that if the policy had been as specific in January 2024, then this grievance would not be occurring.
- Disputed investigation procedure stating that it was not completed properly, and Officer Brown was never interviewed. Also argued that the chain of command was not followed as his direct supervisor was not aware of the matter.
- In 11 years, he has never needed the computer to do his job.
- Officer Brown was not notified immediately of the violations.
- Summarized that per shift, 3 officers, 1 supervisor and 1 dispatcher knew he was on duty and no one contacted him to log onto the computer system; therefore the interpretation of the policy must have been the same among all employees.

Member McBrayer asked Officer Brown if he was aware of the requirement to sign into the computer system, and if he was trained on the system.

Officer Brown responded that there was no computer system in place when he started with the agency 11 years ago. He explained that a new system was put in place which is referred to as the CAD system; now there is another system called “Mobile Client”. He stated that he had turned on and logged into the Mobile Client system.

Officer Brown concluded his comments.

Witness Chief Michael Ewing was asked to provide comments. He stated that Officer Brown did not follow the policy. He provided rebuttal statements for each point expressed by Officer Brown. Chief Ewing emphasized that there are a multitude of tools available to the officers, including the Mobile Client, CAD, Net motion, Trax System, David, Elvis (driver’s license validation systems), and LPR (License Plate Reader), each requiring the officers to log into the computer system in order to utilize. Chief Ewing stated that Officer Brown had signed off of the policy to log into the CAD system prior to his violations, so he should have been aware of the requirements. He noted that Officer Brown logged into the system 34 times out of 170 shifts in 2023.

Chief Ewing addressed the question of whether the charges met the violation. He stated that Officer Brown demonstrated substandard work by not logging into the computer system, impairing efficiency of the job and adversely affecting the department’s ability to work properly. He noted that the Officer demonstrated a systemic disregard for the policies. He added that the Officer had been counseled in 2017, 2021, and in 2022 regarding his computer usage and communications (or lack of).

Chair Taddeo concluded the hearing portion of the meeting at 12:24 p.m.

4. Discussion and Deliberation

The board members reviewed and evaluated the evidence and comments provided by both witnesses. Discussion ensued. The Board unanimously concluded that there were grounds for the charges.

5. Voting on Grievances

MOTION: *Modica/McBrayer moved that there were grounds for the charges and are recommending to the Town Manager to uphold the formal disciplinary action of 14-day suspension.*

ACTION: *4-0 motion passed.*

The board collectively agreed that the Agency needs to be more proactive and the Sergeant(s) must be more responsive and quicker to monitor Officer performance.

6. Adjournment

Chair Taddeo adjourned the meeting at 12:45 p.m.

Respectfully submitted,

Kimberly Kogos, Town Clerk



Jupiter Island Public Safety Department
March 2024
Activity Report



Monthly Activity

	March 2023	March 2024	YTD - 2023	YTD - 2024
<i>Calls for Service</i>	141	130	475	450
<i>Arrests</i>	1	0	1	2

Traffic Activity

	March 2023	March 2024	YTD - 2023	YTD - 2024
<i>Traffic Stops</i>	61	84	188	205
<i>Vehicle Citations</i>	11	10	25	22
<i>Parking Citations</i>	7	25	13	46
<i>Vehicle Crashes</i>	1	1	5	4

Major Crimes

<i>Crime Type</i>	March 2023	March 2024	YTD - 2023	YTD - 2024
<i>Robbery</i>	0	0	0	0
<i>Burglary</i>	0	0	0	0
<i>Theft</i>	0	0	0	1
<i>Auto Theft</i>	0	0	0	0
<i>Assault</i>	0	0	0	0
Total	0	0	0	1

Other Crimes

<i>Type</i>	March 2023	March 2024	YTD - 2023	YTD - 2024
<i>Fraud</i>	1	0	1	0
<i>Drug Violations</i>	0	0	0	0
<i>Trespassing</i>	0	0	1	0
<i>Vandalism</i>	0	0	0	0
<i>Disorderly Conduct</i>	0	0	0	0
<i>Lewd & Lascivious</i>	0	0	0	0
Total	1	0	2	0



Jupiter Island Public Safety Department
March 2024
Activity Report



Code Compliance

<i>Violation Type</i>	March 2023	March 2024	YTD - 2023	YTD - 2024
<i>Parking in Right of Way</i>	-	16	-	34
<i>No Flag Persons Present</i>	-	6	-	9
<i>Working Outside Hours</i>	-	0	-	2
<i>Work with No Permit</i>	-	0	-	0
<i>All Other Violations</i>	-	4	-	10
<i>Total Violations</i>	-	26	-	55

ALS Fire Rescue Responses

<i>Medical calls this month</i>	7	<i>Avg. response time</i>	2.1 minutes
<i>Fire calls this month</i>	7	<i>Avg. response time</i>	2.2 minutes

ATV Beach Patrols

<i>Patrols this month</i>	12	<i>Avg. length of patrol</i>	47 minutes
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Criminal Activity

Traffic Arrest / March 14, 2024; Subject was issued a criminal traffic citation with a mandatory court appearance for the offense of Operating a Motor Vehicle While License Suspended or Revoked. The vehicle was parked and turned over to a licensed driver.

Building Department Report

March 2024

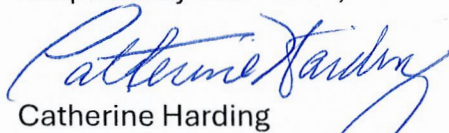
The Building Department has completed the computer programing for public access to Building Permit Applications and the Inspection Status of those permits. Currently, permit applications which do not require a full set of plans will be available online, while permit applications that do require a full set of plans will be our next phase. An example is a fence or a/c permit can be applied for online but a permit for a new house will be required to submit full sets of plans and an application to our office directly.

We need to convert our system to electronic plan review so that we can accept plans electronically and forward them to our plan reviewer. Our office is working on this transition.

Our goal is to reduce the amount of paper and secure a more efficient plan review while making the Building Department more user friendly.

Enclosed please find our department reports for the month of March 2024 for your review. They include the number of permits, fees collected and the value of those permits. Also included is the Code Compliance Report showing the number and type of violations responded to and the results.

Respectfully submitted,

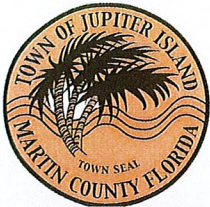


Catherine Harding

Building, Planning and Zoning Director

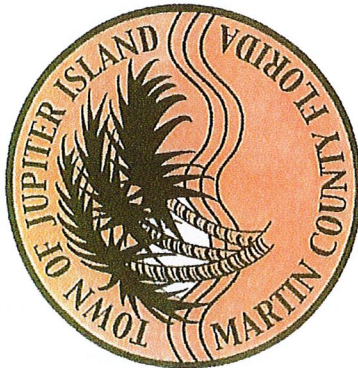
Building Department Activity Report

2024



Monthly Report

Month		Calendar Year Totals	January		February		March		Year to Date	
Category	Item	Jan 2023- Dec 2023	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Year	Previous / Current		2023	2024	2023	2024	2023	2024	2023	2024
Permits & Fees	Building Permits Issued	238	15	13	14	13	12	14	41	40
	Value of Construction	\$83,737,334.31	\$428,775.60	\$989,367.10	\$918,312.10	\$232,182.00	\$2,277,301.07	\$1,146,487.16	\$3,624,388.77	\$2,368,036.26
	Cost Certification Fees	\$324,306.91	\$41,258.00	\$0.00	\$1,581.72	\$8,598.30	\$29,445.68	\$711.30	\$72,285.40	\$9,309.60
	Permit Extension Fee (1%)	\$10,742.74	\$0.00	\$0.00	\$750.00	\$0.00	\$9,892.74	\$518.34	\$10,642.74	\$518.34
	Permit Expansion Fees	\$22,407.42	\$247.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247.50	\$0.00
	Work Without a Permit Fee	\$1,430.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Permit Fees (2%)	\$1,678,378.73	\$8,595.52	\$23,068.37	\$18,366.24	\$5,076.33	\$45,546.02	\$22,929.74	\$72,507.78	\$51,074.44
	Total Permit Fees	\$2,037,266.56	\$50,101.02	\$23,068.37	\$20,697.96	\$13,674.63	\$84,884.44	\$24,159.38	\$155,683.42	\$60,902.38
Applications Received										
	DRC	14		0		1		0	14	1
	IRC	20		3		4		2	20	9
	BOA	7		0		3		1	7	4
Inspections										
	Inspections	1100	79	66	53	78	73	51	205	144
	Final Inspections	321	19	20	13	27	22	19	54	66
	Certificate of Occupancy	4	0	2	0	0	0	3	0	3
	Permits Finaled/Closed	196	17	15	11	16	16	16	44	47
Other										
	Demolition Permits	8	0	0	0	0	0	0	0	0
	Locate Tickets	963	68	50	65	44	71	89	204	183



Certificate of Occupancy List

CofO Number	Status	Issued To	Address	CofO and Permit Dates			
OF24-0003	ISSUED (FINAL)	JUPITER ISLAND COMPOU	310 S BEACH RD	CO Date Apply:	02/15/2024	CO Date Finald:	03/08/2024
<u>Permit Number</u> P10947	<u>Applicant Name</u> SEAGATE CONSTRUCTION GROUP L	<u>Contractor</u> SEAGATE CAPITAL CONS		<u>Permit Date Issued:</u>	06/09/2021	<u>Construction Value</u>	8,694,221.53
OF24-0005	ISSUED (FINAL)	TWO BEACHES TRUST AGR	127 S BEACH RD	CO Date Apply:	03/01/2024	CO Date Finald:	03/01/2024
<u>Permit Number</u> P11343	<u>Applicant Name</u> Onshore Construction & Development Inc.	<u>Contractor</u> Onshore Construction & Dev		<u>Permit Date Issued:</u>	02/10/2023	<u>Construction Value</u>	785,565.00
OF24-0007	ISSUED (FINAL)	VAIOS AND LAUREN THE	23 N BEACH RD	CO Date Apply:	03/22/2024	CO Date Finald:	03/26/2024
<u>Permit Number</u> P11283	<u>Applicant Name</u> Sands Construction	<u>Contractor</u> Sands Construction		<u>Permit Date Issued:</u>	10/10/2022	<u>Construction Value</u>	1,050,000.00

All Records
Co.DateFinald in <Previous month> [03/01/24 - 03/31/24]

Number of CofO's: 3

Application Date	Address	Application Type	Scope	Status	Action	Permit Issued
12/29/2022	332 SB	Permit	New SFD	Permit On Hold	DEP Approval Needed	
02/14/2023	310 SB	Permit	New Beach House Construction	Permit On Hold	DEP Approval Needed	
03/10/2023	322 SB	Permit	New Beach Cottage	Permit On Hold	DEP Approval Needed	
03/31/2023	306 SB	Permit	New Beach House	On Hold	DEP Approval Needed	
03/16/2023	219 SB	IRC	Guest	IRC Approved- 06/01/23		07/24/2023
05/17/2023	252 SB	IRC	Partial Demo	On Hold- per Applicant		
06/02/2023	103 NB	DRC	Demo/New construction	Comments Satisfied by Applicant		
** 06/14/2023 (TC Zip Waiver Granted)	89 SB	IRC	Demo	IRC Approved- 10/05/2023		
06/16/2023	32 SB	IRC	New Construct	IRC Approved- 08/03/23	Permit Submitted- In Review	
06/16/2023	252 SB	IRC	Landscape	IRC Approved- 10/05/23		01/04/2024
07/17/2023	512 SB	IRC	Demo	IRC Approved- 10/05/23	Completed	10/09/2023
09/15/2023	509/511 SB	IRC	New Construct	IRC Approved- 11/02/2023		

Application Date	Address	Application Type	Scope	Status	Action	Permit Issued
10/16/2023	67 NB	IRC	New Construct	IRC Approved- 12/07/2023	Permit Submitted- In Review	
10/16/2023	103 NB	BOA	Fill/IMP	04/25/24 BOA Agenda		
10/16/2023	103 NB	IRC	New Construction- Pending BOA Approval	Pending BOA Approval- IRC 05/02/24 Agenda		
11/15/2023	41 NB	IRC	Renovate Existing Structure	IRC Approved- 01/04/2024	Construction Permit Submitted- In Review	Interior Demo 01/24/2024
11/15/2023	619 SB	IRC	New pool, hardscape, buffer	IRC Approved- 01/04/2024		
11/16/2023	197 SB	IRC	Change roof style- square of portion of existing residence	IRC Approved- 01/04/2024		
11/16/2023	185 SB	DRC	New Construct	Comments Satisfied by Applicant		
12/11/2023	429 SB	DRC	Unenclosed Covered Spaces	Comments to be Addressed by Applicant	Waiting on Applicant	
12/11/2023	77 SB	DRC	Guest House Addition	Comments Satisfied by Applicant		
12/14/2023	87 Links	DRC	Demo & New	Comments Satisfied by Applicant		
12/15/2023	400 SB	DRC	Demo & Construct New	Comments Satisfied by Applicant		
12/15/2023	512 SB	DRC	New Construct	Comments Satisfied by Applicant		

DRC, IRC, BOA – Applications

Application Affected by ZIP
(Res 914)

Application Date	Address	Application Type	Scope	Status	Action	Permit Issued
**12/15/2023 (TC Zip Waiver Granted)	185 SB	IRC	New Construct	IRC Approved-04/04/24		
01/16/2024	77 SB	IRC	Guest House Addition	05/02/24 IRC Agenda		
01/16/2024	429 SB	IRC	Unenclosed Covered Spaces	DRC Comments to be Addressed by Applicant		
01/16/2024	400 SB	IRC	Demo & Construct New	05/02/24 IRC Agenda		
02/14/2024	1 Estrada	Administrative Approval	New RO Well	Administrative Approval	21-day Mailing Waiting on Applicant	
02/15/2024	512 SB	IRC	New Construct	05/02/24 IRC Agenda		
**02/15/2024 (TC Zip Waiver Granted)	185 SB	BOA	Level surface- cut fill (no new fill) to even previous fill area	C Harding determined no BOA needed		
02/15/2024	8 Isle Ridge	BOA	Install gate along ROW	C Harding determined no BOA needed		
02/15/2024	8 Isle Ridge	IRC	Install gate	IRC Approved 04/04/24		
02/15/2024	252 SB	BOA	Coquina Wall Gap, Move Gate	BOA Approved 03/28/24		
02/15/2024	252 SB	IRC	Install wall, Move Gate	IRC Approved 04/04/24		
**02/20/2024 (TC Zip Waiver Granted)	89 SB	DRC	New Construct, Guest house	DRC Comments to be Addressed by Applicant		
03/04/2024	488 SB	IRC	Gate, hardscape/landscape	05/02/24 IRC Agenda		

Revised 04/08/2024

Page 3 of 4

Application Date	Address	Application Type	Scope	Status	Action	Permit Issued
**03/07/2024 (TC Zip Waiver Granted)	15 SB	None Submitted	Renovations & Addition		**Zip Waiver Approved TC 03/21/2024	
03/15/2024	615 SB	BOA	Gate in ROW West Side of SB	Incomplete Application	Waiting on Applicant	
03/18/2024	392 SB	IRC	Entry Gate, South of primary entrance	05/02/24 IRC Agenda		
04/01/2024	87 Links	IRC	Demo & construct new	05/02/24 IRC Agenda		
04/02/2024	446 SB	DRC	Addition & covered porch to Guest House	In Review w/Staff		



Enforcement List

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E000000000024	136 N BEACH RD 35-38-42-001-048-00056-9	LANDSCAPE MAINTEN	03/20/2024	OPEN - COMPLAINT		03/27/2024	03/28/2024
E000000020240	160 GOMEZ RD 35-38-42-009-111-00120-9	PROPERTY MAINTEN	03/18/2024	CLOSED - NO VIOLA			03/18/2024
E000000024002	154 S BEACH RD 35-38-42-021-000-00020-9	CONSTRUCTION SIT	03/04/2024	CLOSED - IRRELEV			03/04/2024
E000000024003	21 S BEACH RD 35-38-42-009-085-02080-9	VIOLATION OF LDR'S	03/04/2024	CLOSED - COMPLIE			03/04/2024
E000000024005	330 S BEACH RD 35-38-42-002-122-00681-4	NOISE COMPLAINT	03/14/2024	OPEN - VERBAL WA			
E000000024006	224 S BEACH RD 35-38-42-001-104-00252-2	PROPERTY MAINTEN	03/14/2024	CLOSED - COMPLIE			02/10/2024
E000000024008	318 S BEACH RD 35-38-42-002-120-00650-5	PROPERTY MAINTEN	03/14/2024	CLOSED - COMPLIE			
E000000024009	59 LINKS RD 35-38-42-009-090-00080-3	NOISE COMPLAINT	03/14/2024	CLOSED - COMPLIE			
E000000024011	111 N BEACH RD 35-38-42-037-000-00020-0	PROPERTY MAINTEN	03/15/2024	CLOSED - COMPLIE			02/12/2024
E000000024013	5 S BEACH RD 35-38-42-057-000-00010-0	PROPERTY MAINTEN	03/15/2024	CLOSED - COMPLIE			
E000000024019	161 N BEACH RD 35-38-42-004-000-02990-2	PROPERTY MAINTEN	03/12/2024	OPEN - LETTER SEN			



Enforcement List

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E000000024023	402 S BEACH RD 35-38-42-002-131-00841-2	CONSTRUCTION SIT	03/06/2024	CLOSED - COMPLIE			03/06/2024
E000000024025	15 S BEACH RD 35-38-42-009-084-02040-1	LANDSCAPE MAINTEN	03/07/2024	OPEN - LETTER SEN			03/08/2024
E000000024026	410 S BEACH RD 35-38-42-002-133-00900-6	NOISE COMPLAINT	03/07/2024	OPEN - COMPLAINT	03/26/2024	03/07/2024	
E000000024029	291 S BEACH RD 35-38-42-002-115-00580-0	PROPERTY MAINTEN	03/14/2024	OPEN - VERBAL WA			03/13/2024
E000000024033	252 S BEACH RD 35-38-42-030-000-00010-0	CONSTRUCTION SIT	03/21/2024	CLOSED - NO VIOLA			
E0000002024020	101 RABBIT RUN 35-38-42-009-092-00040-8	CONSTRUCTION SIT	03/18/2024	CLOSED - NO VIOLA			
E0000002024027	231 S BEACH RD 35-38-42-048-000-00020-0	CONSTRUCTION SIT	03/07/2024	CLOSED - COMPLIE			03/07/2024
E0000002024030	607 S BEACH RD 35-38-42-003-000-00890-8	CONSTRUCTION SIT	03/19/2024	OPEN - COMPLAINT			
E2024-0034	25 S BEACH RD 35-38-42-009-085-02090-7	PROPERTY MAINTEN	03/22/2024	OPEN - VERBAL WA	04/04/2024	04/04/2024	
E2024-0035	488 S BEACH RD 35-38-42-011-000-00140-6	NOISE COMPLAINT	03/27/2024	OPEN - COMPLAINT	04/04/2024		
E2024-0036	5 S BEACH RD 35-38-42-057-000-00010-0	CONSTRUCTION SIT	03/28/2024	CLOSED - COMPLIE			03/27/2024



Enforcement List

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E2024-0037	5 S BEACH RD 35-38-42-057-000-00010-0	CONSTRUCTION SIT	03/28/2024	OPEN - VERBAL WA		04/02/2024	04/02/2024
E2024-0038	150 N BEACH RD 35-38-42-004-026-00010-7	PROPERTY MAINTEN	03/28/2024	OPEN - VERBAL WA	04/01/2024		
EN24-0001	2 BRIDGE RD 35-38-42-038-000-00010-0	PROPERTY MAINTEN	03/01/2024	CLOSED - COMPLIE			03/01/2024
EN24-0002	2 BRIDGE RD 35-38-42-038-000-00010-0	LANDSCAPE MAINTA	03/04/2024	CLOSED - COMPLIE			03/04/2024
EN24-0003	515 S BEACH RD 35-38-42-019-000-00030-1	LANDSCAPE MAINTA	03/04/2024	OPEN - LETTER SEN	03/31/2024		

Records: 27

Population: All Records

Enforcement.DateFiled in <Previous month> [03/01/24 - 03/31/24]

TOWN OF JUPITER ISLAND

MEMORANDUM

TO: Mayor & Town Commission

THROUGH: Rober Garlo, Town Manager *RG*

CC: Kimberly Kogos, Town Clerk

FROM: John Duchock, Assistant Town Manager / Beach District Director

RE: Consent Agenda Item 3Bk – Hurricane Response Contract Extensions

DATE: 4/2/2024

Background:

The Town retains annual contracts for hurricane response activities to conduct first-push road clearing, debris collection/removal, and debris management/disposal. The original contracts were approved in 2020 and allow for contract extensions. Attached are contract extensions for the following selected contractors with active contracts: Ceres Environmental Services, Inc.; DRC Emergency Services LLC; Grubbs Emergency Services LLC; Jenkins Landscape Company; and, TFR Enterprises, Inc.

Recommendation:

The contract extensions are presented for Commission acceptance under consent.

CONTRACT AGREEMENT (#2020-11), CONTRACT ADDENDUM NO. 2

THIS ADDENDUM NO. 2 to the Contract Agreement made this _____ day of _____, 2024, 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 Ceres Environmental Services, Inc., hereinafter “CONTRACTOR” with its principal address at 6968 Professional Parkway E, Sarasota, FL 34240 and whose Federal I.D. number is 41-1816075.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for Emergency Disposal of Disaster-Related Recovered Debris and Debris Disposal Services on an As-Needed Basis, pursuant to the Town’s solicitation #2020-11, dated July 31, 2020; and,

WHEREAS, the TOWN and CONTRACTOR agreed to extend the Contract Agreement through execution of Contract Addendum No. 1 until July 31, 2024; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Section 3.14 “Terms and Conditions” after the initial three-year agreement period.

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 Contract Agreement through July 31, 2025, carrying forward all conditions and pricing as outlined in RFP#2020-11 and Contract Exhibits “A”, “B”, and “C”.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____
Robert Garlo
Town Manager

(TOWN SEAL)

Ceres Environmental Services, Inc.

By: _____
Tia Laurie, Corporate Secretary
Its Authorized Representative

CONTRACT AGREEMENT (#2020-10), CONTRACT ADDENDUM NO. 2

THIS ADDENDUM NO. 2 to the Contract Agreement made this _____ day of _____, 2024, 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 Ceres Environmental Services, Inc., hereinafter “CONTRACTOR” with its principal address at 6968 Professional Parkway E, Sarasota, FL 34240 and whose Federal I.D. number is 41-1816075.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for Disaster Recovery/Debris Removal pursuant to the Town’s solicitation #2020-10, dated July 31, 2020; and,

WHEREAS, the TOWN and CONTRACTOR agreed to extend the Contract Agreement through execution of Contract Addendum No. 1 until July 31, 2024; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Article 2 “Schedule” after the initial three-year agreement period; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to extend the Contract Agreement through July 31, 2025, carrying forward all conditions and pricing as outlined in RFP#2020-10 and Contract Exhibits “A”, “B”, and “C”.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____
Robert Garlo
Town Manager

(TOWN SEAL)

Ceres Environmental Services, Inc.

By: _____
Tia Laurie, Corporate Secretary
Its Authorized Representative

CONTRACT AGREEMENT (#2020-10), CONTRACT ADDENDUM NO. 2

THIS ADDENDUM NO. 2 to the Contract Agreement made this _____ day of _____, 2024, 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 DRC Emergency Services LLC., hereinafter “CONTRACTOR” with its principal address at 110 Veterans Memorial Blvd., Suite 515, Metairie, LA 70005 and whose Federal I.D. number is 63-1283729.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for Disaster Recovery/Debris Removal pursuant to the Town’s solicitation #2020-10, dated July 14, 2020; and,

WHEREAS, the TOWN and CONTRACTOR agreed to extend the Contract Agreement through execution of Contract Addendum No. 1 until July 14, 2024; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Article 2 “Schedule” after the initial three-year agreement period; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to extend the Contract Agreement through July 14, 2025, carrying forward all conditions and pricing as outlined in RFP#2020-10 and Contract Exhibits “A”, “B”, and “C”.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____
Robert Garlo
Town Manager

(TOWN SEAL)

DRC Emergency Services LLC

By: _____
Kristy Fuentes, Vice President
Its Authorized Representative

CONTRACT AGREEMENT (#2020-10), CONTRACT ADDENDUM NO. 2

THIS ADDENDUM NO. 2 to the Contract Agreement made this _____ day of _____, 2024, 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 Grubbs Emergency Services LLC, hereinafter “CONTRACTOR” with its principal address at 16533 US-19, Hudson, FL 34667 and whose Federal I.D. number is 32-0383464.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for Disaster Recovery/Debris Removal pursuant to the Town’s solicitation #2020-10, dated July 1, 2020; and,

WHEREAS, the TOWN and CONTRACTOR agreed to extend the Contract Agreement through execution of Contract Addendum No. 1 until July 1, 2024; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Article 2 “Schedule” after the initial three-year agreement period; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to extend the Contract Agreement through July 1, 2025, carrying forward all conditions and pricing as outlined in RFP#2020-10 and Contract Exhibits “A”, “B”, and “C”.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____
Robert Garlo
Town Manager

(TOWN SEAL)

Grubbs Emergency Services LLC

By: _____
John Gary Grubbs, Managing Member
Its Authorized Representative

CONTRACT AGREEMENT (#2020-13), CONTRACT ADDENDUM NO. 2

THIS ADDENDUM NO. 2 to the Contract Agreement made this _____ day of _____, 2024, 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 Jenkins Landscape Company, hereinafter “CONTRACTOR” with its principal address at 12260 SE Dixie Hwy, Hobe Sound, FL 33455 and whose Federal I.D. number is 65-0053869.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for First Push Contractor Services pursuant to the Town’s solicitation #2020-13, dated July 7, 2020; and,

WHEREAS, the TOWN and CONTRACTOR agreed to extend the Contract Agreement through execution of Contract Addendum No. 1 until July 7, 2024; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Article 2 “Schedule” after the initial three-year agreement period.

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 Contract Agreement through July 7, 2025, carrying forward all conditions and pricing as outlined in RFP#2020-13 and Contract Exhibits “A”, “B”, and “C”. Further, for compliance with Federal contracting requirements the parties hereby agreement to amend the Contract Agreement by adding the following clauses.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____

Robert Garlo

Town Manager

(TOWN SEAL)

Jenkins Landscape Company

By: _____

Erin Jenkins Banas, Vice President

Its Authorized Representative

CONTRACT AGREEMENT (#2020-11), CONTRACT ADDENDUM NO. 2

THIS ADDENDUM NO. 2 to the Contract Agreement made this _____ day of _____, 2024, 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 TFR Enterprises, Inc., hereinafter “CONTRACTOR” with its principal address at 601 Leander Drive, Leander, TX 78641 and whose Federal I.D. number is 72-1149862.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for Emergency Disposal of Disaster-Related Recovered Debris and Debris Disposal Services on an As-Needed Basis, pursuant to the Town’s solicitation #2020-11, dated July 14, 2020; and,

WHEREAS, the TOWN and CONTRACTOR agreed to extend the Contract Agreement through execution of Contract Addendum No. 1 until July 14, 2024; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Section 3.14 “Terms and Conditions” after the initial three-year agreement period.

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 Contract Agreement through July 14, 2025, carrying forward all conditions and pricing as outlined in RFP#2020-11 and Contract Exhibits “A”, “B”, and “C”.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____
Robert Garlo
Town Manager

(TOWN SEAL)

TFR Enterprises, Inc.

By: _____
Its Authorized Representative

Print Name: : _____



MEMORANDUM

TO: Mayor and Town Commission

FROM: Stuart Trent, Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: April 8, 2024

SUBJECT: Brightview Landscape Services, Inc. – Contract Renewal

Background:

In April of 2021 the Town solicited bids for landscape services as a contract provider for horizontal maintenance of lawns and vertical trimming and maintenance of shrubs and trees up to ten (10) feet of height.

Brightview Landscape, Inc. (Brightview) was the lowest responsive bidder for services and a contract was executed for three years with the option to renew for two, one-year extensions. Contract issuance/renewals occur in May of their respective years.

Brightview has requested a 3% increase as allowed by contract. Price Changes are as follows:

	FY 22-23	FY 23-24
Townhall/ PiTou Trail	\$20,960.76	\$21,589.58
Bridge Road	\$13,494.00	\$13,898.82
Bassett Creek Trail North	\$4,048.20	\$4,169.65
Public Safety	\$4,947.84	\$5,096.28
River Road	\$899.64	\$926.63
Isle Ridge	\$756.00	\$778.68
TOTAL:	\$45,106.44	\$46,459.64

Staff Recommendation:

Staff requests that the Town Commission authorize the Mayor to execute the contract renewal with Brightview Landscape Services, Inc.

CONTRACT AGREEMENT (#2021-01), CONTRACT ADDENDUM NO. 1

THIS ADDENDUM NO. 1 to the Contract Agreement made this _____ day of April, 2024, 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 **Brightview Landscape Services Inc.**, hereinafter “CONTRACTOR” with its principal address at 4155 E Mowry Drive, Homestead, FL 33033 and whose Federal I.D. number is 95-4194223.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for municipal Landscaping Maintenance services pursuant to the Town’s solicitation #2021-01, dated February 17, 2021; and,

WHEREAS, the Contract Agreement allows for an extension of the Agreement under Article 2 “Schedule” after the initial three-year agreement period; and,

WHEREAS, the CONTRACTOR agrees to honor and abide by the terms and conditions of the original Contract Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to extend the Contract Agreement through May 3, 2025, carrying forward all conditions and pricing as outlined in RFP#2021-01 and Contract Exhibits “A”, “B”, and “C”.

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

Authentication

THE TOWN OF JUPITER ISLAND

Kimberly Kogos, Town Clerk

By: _____
Penelope “Penny” Townsend
Mayor

(TOWN SEAL)

Brightview Landscape Services, Inc.

By: _____
Charles Gonzalez, Vice President
Its Authorized Representative



March 25, 2024

Town of Jupiter Island,

BrightView and The Town of Jupiter have been valued partners for three years now. This is a relationship that we are proud of and do not take lightly. When we were awarded our current Landscape contract the economic climate was in a completely different place.

During the past three years we have continued to see increased pricing in fuel, labor and material costs.

At this time I would like to formally request a 3% increase on our current service fee on the contract for ITB 2021-01.

I appreciate your consideration to this matter.

BRIGHTVIEW LANDSCAPE SERVICES

	FY 22-23	FY 23-24
Townhall/ PiTou Trail	\$20,960.76	\$21,589.58
Bridge Road	\$13,494.00	\$13,898.82
Bassett Creek Trail North	\$4,048.20	\$4,169.65
Public Safety	\$4,947.84	\$5,096.28
River Road	\$899.64	\$926.63
Isle Ridge	\$756.00	\$778.68
TOTAL:	\$45,106.44	\$46,459.64

CONTRACT
BETWEEN
AND THE TOWN OF JUPITER ISLAND
FOR
MUNICIPAL LANDSCAPING AND MAINTENANCE SERVICES

This contract is made as of the 3rd day of May, 2021 by and between the Town of Jupiter Island, a Subdivision of the State of Florida, by and through its Commission, hereinafter referred to as the Town, and **Brightview Landscape Services Inc.** [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the Contractor, whose Federal I.D. or Social Security number is 95-4194223.

In consideration of the mutual promises contained herein, the Town and the Contractor agree as follows:

ARTICLE 1 - SERVICES

The Contractor's responsibility under this contract is to provide Municipal Landscaping Maintenance Services detailed in Exhibit A.

The Town's representative/liaison during the performance of this contract shall be Stuart R. Trent, PE, Director of Engineering and Public Works, telephone (772) 545-0100.

ARTICLE 2 - SCHEDULE

The contract performance period shall be three (3) years from date of award.

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

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A, Scope of Services.

Any order (which shall include notices to proceed and other work orders) issued during the effective date of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the document. The contract shall govern the Contractor and the Town's rights and obligations with respect to the extent as if the services were completed during the contract's performance period.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The Contractor will bill the Town on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit A, Bid Package. Where incremental billings for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as determined by the Town as of the billing date.
- B. Invoices received from the Contractor pursuant to this contract will be reviewed and approved by the Town, indicating that services have been rendered in conformity with the contract and then will be forwarded for payment. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

1. Prior to termination for default, the Town will provide adequate written notice to the Contractor, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within five (5) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the Town's Purchasing Policy. The Contractor and its sureties (if any) shall be liable for any damage to the Town resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the Town in completing contract performance.
2. In the event of termination by the Town for any cause, the Contractor will in no event have any claim against the Town for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the Town the Contractor shall:
 - a) Stop work on the date and to the extent specified.
 - b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - c) Transfer all work in process, completed work, and other materials related to the terminated work as directed by the Town.
 - d) Continue and complete all parts of that work that have not been terminated.
 - e) Ensure the release of all liens against the Town for work performed under this contract.

Neither Contractor nor Town shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of Contractor or Town. Such causes may include but are not restricted to acts of Town in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and other circumstances outside of the scope of this contract. In every case, the delay must be beyond the control of the claiming party and outside the scope of this contract. If Contractor is delayed in its performance as a result of causes outside the scope of this contract, Town shall, upon written request of Contractor, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit Town's right to terminate for convenience.

C. Termination for Convenience

The Town, by written notice, may terminate this contract, in whole or in part, without cause when it is in the Town's interest. If this contract is terminated, the Town shall be liable only for goods or services delivered and accepted. In the event of termination by the Town for any cause, the Contractor will in no event have any claim against the Town for lost profits or compensation for lost opportunities. The Town Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the Town's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

Contractor may terminate this contract, in whole or in part, without cause, upon ninety (90) days written notice to the Town.

ARTICLE 4 - VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent or employee of the Town either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

ARTICLE 5 – TOWN REPRESENTATIVE’S STATUS

The Town’s Representative will provide observation during the progress of the work to render periodic reports of the Contractor’s activities, and verify and certify partial and/or final payments due to the Contractor. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution

ARTICLE 6 - PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Town.

All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Town may require, in writing, that the Contractor remove from the contract any employee the Town deems incompetent, careless or otherwise objectionable. Any changes or substitutions in the Contractor’s key personnel must be made known to the Town’s representative, and written approval must be granted by the Town before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and equipment of any sub-contractors in order to make a determination as to the capability of the subcontractor to perform properly under this contract. The Contractor is encouraged to seek minority and women business enterprises, as well as local contractors, for participation in sub-contracting opportunities.

If a subcontractor fails to perform or make progress, as required by this contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Town.

ARTICLE 8 - FEDERAL AND STATE TAX

The Town is exempt from payment of Florida State Sales and Use Taxes. The Town will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Town, nor is the Contractor authorized to use the Town’s Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security and all other benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The Town’s performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Town Commission, or other specified funding source for this procurement.

ARTICLE 10 - INSURANCE

- A. Before execution of the contract by the Town and commencement of operations and/or services to be provided, and during the duration of the contract, the Contractor shall file with the Town industry standard Acord Certificates of Insurance for all required insurance coverages which shall list the Town as an Additional Insured and will also include the following provisions:
1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town.
 2. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
 3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town.
- B. The Contractor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.
- C. Required Coverage:
1. Workers' Compensation - The Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Town and its agents, employees and officials.
 2. Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$2,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
 3. Business Automobile Liability - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent.
 4. The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its sub-contractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placards, labels or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and or competent personnel. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone

directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

5. The Town shall be specifically included as an additional insured on the general liability policy.
- D. All such insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town.
- E. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.
- F. Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this contract. Failure of the Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

ARTICLE 11 - CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions.

ARTICLE 12 – PROJECT MANAGER

The Contractor shall keep on his work during its progress a competent Project Manager and any necessary assistants, all satisfactory to the Engineer. The Contractor shall advise the Engineer, in writing, prior to starting work on the Contract, the name and local address of the Project Manager who will be in charge of the project, together with amount of his authority to represent the Contractor. The Project Manager shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. The Contractor shall give sufficient management to the work using his best skill and attention. If the Contractor, in the course of the work finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. Neither party shall employ or hire any employee of the other party without his consent.

ARTICLE 13 - CONTRACTOR LIABLE AND RESPONSIBLE TO TOWN

- (A) The Contractor shall be held liable to the Town for the performance of all work provided for under this Contract. These specifications make no attempt to fix the scope of the work of any subcontractor nor the responsibilities of the subcontractors.
- (B) Any disputes which may arise in this connection between the Contractor and any subcontractor must be settled between the parties concerned. The Town will not undertake nor be in any way responsible for the settlement of such disputes.
- (C) No subcontractor shall under any condition relieve the Contractor of his liabilities and obligations under this Contract, and the Contractor shall be solely responsible to the Town as provided for herein.
- (D) The Contractor shall be liable to the Town for materials furnished. This shall include all materials whether manufactured and/or fabricated by other persons. In the event that an

agent or other representative of the Town approved the installation or erection of any item of material and the Contractor feels the same is not fabricated in good workmanlike manner, he shall forthwith advise the Town thereof in writing.

- (E) The Contractor shall insure that all employees and subcontractors have obtained and have on their person, TJI identification cards from TJI Public Safety Department. TJI identification cards are provided by TJI at no cost.
- (F) Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the Town.

ARTICLE 14 - PROTECTION OF THE PUBLIC, WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights, and signs and take all necessary precautions for the protection of the public. He shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town's property from injury or loss arising in connection with this Contract. He shall make good any damages, injury, or loss to his work and to the property of the Town resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract documents, or caused by agents or employees of the Town. He shall adequately protect adjacent private and public property, as provided by law and the Contract documents, and shall leave all adjacent property in as good condition as it was prior to beginning of the Contract.

ARTICLE 15 - INDEMNITY

The Contractor shall indemnify and hold harmless Town, and its officers, employees, agents, and representatives, from any liabilities, damages, claims, charges, losses, costs, judgments or expenses, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, including acts, actions, errors or omissions of the Contractor and other persons employed or utilized by the Contractor, including, but not limited to Sub-consultants/Subcontractors, in the performance of the Contract, whether direct or indirect. The Contractor shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of Town or any of its officers, agents or employees.

The Contractor's obligation to indemnify and hold harmless shall be triggered by Town's notice of claim for indemnification to the Contractor, and the Contractor, as part of its fulfillment of this obligation, may choose to defend, upon mutual agreement between the parties, and/or participate in the defense and trial of any claim and any related settlement negotiations. Town's failure to notify the Contractor of the claim shall not release the Contractor of the above referenced obligation to indemnify and hold harmless. The Contractor's inability to evaluate liability, due to Town's late notice or any other reason, or its evaluation of liability, shall not excuse the Contractor's duty to indemnify and hold harmless within seven (7) days after such notice by Town is given by registered mail. Only an adjudication of judgment after the highest appeal is exhausted specifically finding Town solely and entirely responsible for a claim shall performance of this provision by the Contractor be excused. To the extent Town is found partially liable or negligent for any particular claim, the Contractor shall still be required to indemnify and hold harmless Town for that portion of the claim found to be caused by the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

It is specifically agreed between the parties executing the Contract that the Contract and any insurance provided pursuant to the Contract is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder or to authorize anyone not a party to the Contract to maintain a suit for bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subcontractor or Sub-consultant, in connection with the Contract. Town's final acceptance and payment does not release the Payment and Performance Bonds until all such claims are paid or released.

The parties hereby agree and acknowledge that one hundred dollars (\$100.00) of the first payment to the Contractor for performance of this Agreement is the specific consideration from Town to the Contractor for the Contractor's indemnity agreement.

Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, supplies, tools, or labor and other just claims against him or any Subcontractor in connection with the Contract. Final acceptance and payment by the Town will not release the Contractor's bonds until all such claims are paid or released.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The Town and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, with respect to all covenants of this contract. Except as above, neither the Town nor the Contractor shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Town which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Town and the Contractor.

ARTICLE 17 - REMEDIES

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Martin County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the Town for any terms and conditions not specifically stated in this contract.

ARTICLE 19 - CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statute 112.311. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the Town in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this contract.

ARTICLE 20 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: public health emergencies; labor disputes; freight embargoes; and other circumstances outside the scope of this contract. Upon the Contractor's request, the Town shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without it or its subcontractor's fault or negligence, the contract schedule and/or any other affected provision of this contract shall be revised accordingly; subject to the Town's right to change, terminate, or stop any or all work at any time.

ARTICLE 21 - ARREARS

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

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the Town for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the Town under this contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Town, or at its expense, will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the Town's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed, or purchased, under this contract for or at the Town's expense shall be and remain the Town's property and may be reproduced at the discretion of the Town.

The Town and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this contract, an independent Contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent Contractor and not as employees or agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than as specifically provided for in this contract.

ARTICLE 24 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

ARTICLE 25 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Town shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at the Contractor's local place of business to the Town, including the Comptroller's Office, and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to the Town at the Contractor's expense. The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.

ARTICLE 26 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The Town and the Contractor agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 28 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 - AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

ARTICLE 30 - SEVERABILITY

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - MODIFICATIONS OF WORK

The Town reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Town's notification of a contemplated change, the Contractor shall (1) if requested by Town, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Town of any estimated change in the completion date, and (3) advise the Town in writing if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

If the Town so instructs in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the Town decision to proceed with the change.

If the Town elects to make the change, the Town shall issue a contract amendment or change order, and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 32 - USE OF MULTIPLE CONTRACTORS

The Town may use one or more Contractors in the performance of the stated Scope of Services (exhibit A). If multiple contracts are awarded, the Town's intent is to assign each Contractor a specific area of operation. However, each Contractor shall ensure that they fully cooperate with the other Contractors, the Town's Consultant and Town personnel in the performance of this contract.

ARTICLE 33 - PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS

- A. The Contractor shall preserve all structures and equipment on or adjacent to the work sites.
- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work sites. The Contractor shall repair any damages to these facilities caused by Contractor operations. If the Contractor fails or refuses to repair the damage promptly, the Town may have the necessary work performed and charge the cost to the Contractor.

ARTICLE 34 - CONTRACTUAL DOCUMENTS/ORDER OF PRECEDENCE

In the event of a conflict between contractual documents, the following Order of Precedence applies:

- Contract (including Exhibits B & C)

- Scope of Services (Exhibit A)
- Request for Proposals
- Proposal of _____

ARTICLE 35 - LAWS AND REGULATIONS

All applicable federal and state laws, municipal and Town ordinances, and the rules and regulation of all authorities having jurisdiction over any part of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written.

Notwithstanding any other provision in this contract, Contractor shall not provide representations, warranties, or assurances as to the safety of chemical substances used while performing the services, provided the the Contractor applies such substances properly and in accordance with applicable laws, regulations, and manufacturer's instructions.

ARTICLE 36 - NOTICE

All notices required in this contract shall be sent by certified mail, return receipt requested. If sent to the Town, all notices shall be mailed to:

**Stuart R. Trent, PE, Director of Engineering and Public Works
Town of Jupiter Island
2 Bridge Rd.
Hobe Sound, FL 33455**

or may be hand-delivered to the above address as necessary.

If sent to the Contractor, all notices shall be mailed to: _____

ARTICLE 37 - DISPUTE RESOLUTION

General: Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the Town. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Town or its representatives, pending a final resolution of the dispute, including, if necessary, and determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the Town Manager who shall reduce the decision to writing. The decision of the Town shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

Mediation: Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Martin County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

Interpretation Venue: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between

the parties with respect thereto. This Contract may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit Court in and for Martin County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in Federal court.

IN WITNESS WHEREOF, the Town of Jupiter Island, Florida, has made and executed this contract on behalf of the Town, and Contractor has hereunto set its hand the day and year above written.

This document has been reviewed and approved by legal counsel.

John Randolph
Town of Jupiter Island, Town Attorney

TOWN OF JUPITER ISLAND

Date

Signature

Whitney D. Pidot
Typed Name

Mayor, Town of Jupiter Island
Title

CONTRACTOR:

5/3/21
Date

Brightview Landscape Services Inc.

Company Name


Signature

Charles Gonzalez

Typed Name

Senior Vice President

Title

(B1)

BID PACKAGE COVER SHEET

Project Title:	ITB 2021-01 Town of Jupiter Island Landscape Maintenance Services
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Bidder Company Name:	Brightview Landscape Services, Inc.
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Enclose the following documents:

- _____ 1. Bid Package Cover Sheet. (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Paper Form must be signed**
- _____ 4. Reference List (B4)
- _____ 5. Affidavit of Prime Bidder re Noncollusion (B5). Be sure to sign and notarize the signature.
- _____ 6. Drug Free Certification (B6)
- _____ 7. Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING FORMS ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and five (5) photocopies of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms (B1 – B6).

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.

(B2)

BID

TOWN OF JUPITER ISLAND: ITB 2021-01

Proposal of: Brightview Landscape Services, Inc.
(Bidder Company Name)

Bid Amount: Forty Five Thousand One Hundred and Six Dollars and Forty Eight Cents
(Write Out Dollar Amount Here)

(\$ 45,106.48)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Bidder acknowledges that contact by Bidder, or anyone representing Bidder, regarding this ITB or the Project, with the Town Mayor, any Town Commissioner, Officer, Town employee, other than the Town Clerk or the Town attorney, is grounds for disqualification.
2. This Bid is made in good faith, without collusion or fraud and is fair and competitive in all respects
3. The Bidder has carefully and to his full satisfaction examined ITB 2021-01, including the Scope of Work, Special Terms, General Conditions, supplemental conditions, technical specifications, and form of bond, if applicable, together with the accompanying drawings and plans, and Bidder has read all addenda issued by the Town.
4. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) the site conditions that may impact its performance, including but not limited to, conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Town.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from Town, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date indicated in the Notice to Proceed
7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the Town may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages.

8. The Bidder states that this Bid is the only bid for this Project in which Bidder is interested; and Bidder
ITB 2021-01

14

shall not be a subcontractor or subcontractor on this Project.

10. Bidder acknowledges that within ten (10) days of receipt of the fully executed Contract, Bidder will record the required public construction bond with the Clerk of the Court in the Public Records of Martin County and provide a certified copy of the recorded bond to Owner prior to commencing work and submittal of first invoice.
11. All debris is to be legally disposed of at a licensed disposal site in accordance with Town, County, state, and federal standards.
12. The Town reserves the right to select and include one or more alternates in the Project and work.
13. The following officer, director or agent of the Bidder is also an employee of Town:

Name

Address

14. The following employee(s) of Town hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

19. Neither the Town nor its representatives warrant or represent that any award will be made as a result of the issuance of this ITB. Any recipient of this ITB or Bidder who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.
20. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.
21. **Bidder acknowledges that ADDENDA NO(S).** _____ **have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.**
22. **By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.**
23. **Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.**
24. **The undersigned official of Bidder is properly authorized to submit this Bid and to bind the Bidder.**

Bidder Company Name Brightview Landscape Services, Inc.
Business Address (Street, Town, State, Zip Code)

3340 SE Dixie Hwy, Stuart, FL 34997

State of Incorporation FL

Telephone 305-258-8011 Fax

Email Charles.gonzalez@brightview.com

FED EIN # 95-4194223

BIDDER

[Signature]
Signature of Official authorized to bind Bidder.

Print Name Charles Gonzalez

Title Senior VP

Date 2/17/2021

(COPY OF REGISTRATION OR BUSINESS TAX RECEIPT - MUST BE OBTAINED PRIOR TO CONTRACT
EXECUTION)

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

SCHEDULE OF BID ITEMS

TOWN OF JUPITER ISLAND: ITB 2021-01

PROJECT TITLE: Town of Jupiter Island Landscape Maintenance Services

Location	Turf mowing	Edging	Weed Control	Debris Removal	Hedge and Shrub Maintenance	Monthly Cost	Annual Cost
Town Hall/ Pitou Trail	Weekly	Weekly	Weekly	Weekly	Quarterly	\$1,746.73	\$20,960.76
Bridge Road	Weekly	Weekly	Weekly	Weekly	Quarterly	\$1,124.50	\$13,494.00
Bassett Creek Trail North	Weekly	Weekly	Weekly	Weekly	Quarterly	\$337.35	\$4,048.20
Public Safety	Weekly	Weekly	Weekly	Weekly	Quarterly	\$412.32	\$4,947.84
River Road	Bi-weekly	Biweekly	Biweekly	Bi-weekly	n/a	\$74.97	\$899.64
Isle Ridge	Biweekly	Biweekly	Biweekly	Bi-weekly	Quarterly	\$63.00	\$756.00
TOTAL						\$3,758.87	\$45,106.48

*Hedge and shrub maintenance performed quarterly in January, April, July, and October

TOTAL AMOUNT (In writing): Forty Five Thousand One Hundred and Six Dollars and Forty Eight CentsAUTHORIZED SIGNATURE [Signature] DATE: 2/17/2021PRINTED NAME & TITLE: Charles Gonzalez - Senior VP

ITB 2021-01

Maintenance Locations – see map

1. Town Hall / Pitou Trail – 2 Bridge Road, Hobe Sound, FL, 33455
2. Bridge Road from Hobe Sound Drawbridge East to South Beach Road, includes all grassed areas and hedge / buffer plantings
3. Bassett Creek Trail, North Shoulder between roadway and fence, including hedge
4. Jupiter Island Public Safety
5. River Road, between roadway and shoreline, not including hedge/shrubs. From Estrada Road to Grenville Road
6. Isle Ridge, cul-de-sac areas

(B4)

TOWN OF JUPITER ISLAND: ITB 2021-01

LIST OF REFERENCES

1. Owner's Name & Address: Indian River County Schools
6500 S7th St. Vero Beach, FL 32967
Project: Indian River County Schools Maintenance (Landscape)
Contact Person Robert Michael
Telephone: (772) 564-5060 Fax: () _____ E-Mail: Robert.Michael@Indianriverschools.org
2. Owner's Name & Address: Florida Atlantic University
777 Glades Rd., Boca Raton, FL 33431
Project: FAU Campus Landscape Maintenance
Contact Person Marc Kozlin
Telephone: (561) 297-3021 Fax: () _____ E-Mail: M.kozlin@fau.edu
3. Owner's Name & Address: Martin County Parks
2401 SE Monterey Rd., Stuart, FL 34996
Project: Parks Landscape Maintenance
Contact Person Andy Pearson
Telephone: (772) 221-1418 Fax: () _____ E-Mail: apearson@martin.fl.us
4. Owner's Name & Address: Public Works, City of Aventura
19200 W. Country Club Dr., Aventura, FL 33180
Project: City of Aventura Grounds Maintenance
Contact Person Alan Levine
Telephone: (305) 466-8930 Fax: () _____ E-Mail: LevineA@cityofaventura.com

AFFIDAVIT OF BIDDER
Re Non-collusion and Public Entity Crime

(B5)

State of Florida

County of Martin

Charles Gonzalez

(Name)

, being first duly sworn, disposes and says that:

1. I am the Senior VP of Brightview Landscape Services, Inc. the Bidder.
(Title) (Name of Company)
2. I am fully informed respecting the preparation and contents of the attached Town of Jupiter Island; ITB 2021-01 Bid and of all pertinent circumstances respecting such Bid.
3. Such Bid is genuine and is not a collusive or sham Bid.
4. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Charles Gonzalez

(Print Name) Charles Gonzalez

(Title) Senior VP

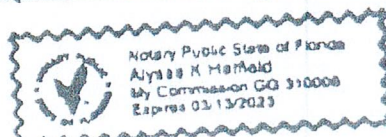
ON THIS 17th DAY OF February, 2021, the foregoing Affidavit of Bidder was acknowledged before me by Charles Gonzalez, the Senior VP of Brightview Landscape Services, Inc. as an act of the Bidder. He/She ☒ is personally known to me OR

☐ produced the following identification: _____

Notary Public signature: Alyssa K. Hatfield

Print Name: Alyssa K. Hatfield

Commission No. (See below)



(B6)

TOWN OF JUPITER ISLAND: ITB 2021-01

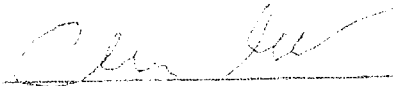
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies to the Town of Jupiter Island, Florida that

Brightview Landscape Services, Inc. does
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Authorized Signature

Charles Gonzalez
Print Name

2/17/2021
Date

2020-2021

**MARTIN COUNTY
BUSINESS TAX RECEIPT**

Honorable Ruth Pietruszewski CFC, Tax Collector
3495 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2009-267-0010
Category 267
Phone (772) 220-5675
Location 3340 SE Dixie Hwy

Cart
Sic No 561730

Lis Fee 26.25
Penalty 0.00
Coll-Fee 0.00
Transfer 0.00



TOTAL 26.25

ZINO, ROGER

BRIGHTVIEW LANDSCAPE SERVICES INC

Has satisfied requirements to engage in the business profession
or occupation of 267 LANDSCAPE/LAWN MAINT
at location listed for the period beginning on

September 11, 2020

AND ENDING September 30, 2021

BRIGHTVIEW LANDSCAPE SERVICES INC
24151 VENTURA BLVD
CALABASAS, CA 91302

INT-19-00263441 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

Beautification Committee Affirmations and Reappointments
April 17, 2024

Beautification Committee

- Ken McBrayer, Chair (JIRA)
- Nivin MacMillan (JI Holdings)
- Joyce Vicenzi (JI Historical Society)
- Judy Light (JI Garden Club)
- Henrietta Fridholm – At Large
- Stephanie Flinn – At Large
- Rick Redmond – At Large
- Nancy Rowden – At Large

JLA Geosciences, Inc.

HYDROGEOLOGIC CONSULTANTS

1907 Commerce Lane, Suite 104
Jupiter, Florida 33458
(561) 746-0228
fax (561) 746-0119

March 22, 2024

Kimberly Kogos
Town Clerk / Executive Assistant
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

RE: **Request for Variance for Jupiter Island Club Floridan Aquifer Production Well (FW-2) Construction**

This letter is submitted by JLA Geosciences, Inc. (JLA) on behalf of Jupiter Island Club (JIC) to request variance approval for the construction of the redundant Floridan Aquifer production well FW-2. The project is integral to ensuring a reliable irrigation raw water supply for the Jupiter Island Club facility. The proposed scope includes construction of a 12-inch diameter Upper Floridan Aquifer (UFA) well to approximately 1,350 feet below land surface and reverse osmosis facility improvements. The project is scheduled for implementation during Summer 2024, beginning May 1 through October 31, and completion of any remaining construction items during Summer 2025. The selection of this timeframe has been carefully considered to limit impacts to residents of the Town of Jupiter Island.

Project Background and Benefits

The Jupiter Island Club has been an integral part of the community for over ninety years. As a longstanding institution, it has significantly contributed to the character and legacy of Jupiter Island. The project highlights the Club's dedication to the facility's well-being by prioritizing the establishment of a redundant, reliable raw water supply—a strategic investment crucial for the JIC's future.

The JIC Floridan Aquifer wells are permitted through the South Florida Water Management District, serving as a necessary source of irrigation raw water supply for the JIC facility and golf course. The construction of FW-2 is essential to introduce redundancy to the existing JIC irrigation system, particularly as the UFA supply well, FW-1, approaches the end of its usable life after nearly 30 years. In the unfortunate event of a FW-1 well failure, the lack of redundancy would pose a significant operational hardship for the facility. Two sources of raw water for irrigation allow for the flexibility to restore, repair, or reconstruct FW-1 with significant reduction in risk operational hardship to JIC. In addition, the positive impact of golf course irrigation has contributed to the development of a freshwater lens beneath the golf course, serving as an advantage for the town and its neighboring residents providing resistance to saltwater intrusion into the local ground water. This continuous supply of uninterrupted irrigation is poised to offer sustained benefits in the years ahead.

JIC Variance Request for FW-2 Construction

Variance Request

JIC seeks approval for the following:

1. Suspension of Noise Ordinance Requirements during Well Construction (Summer 2024 Only):

JIC is requesting temporary suspension of noise ordinance requirements during Summer 2024 for well construction. JIC is requesting temporary suspension of noise ordinance requirements for this project during Summer 2024 for well construction, acknowledging minimal impact given that the project is anticipated to be completed during the 'offseason' with many residential structures unoccupied.

2. Extended Work Hours during Well Construction (Summer 2024 Only):

JIC is requesting extended work hours for critical phases of well construction during Summer 2024. These critical phases of well construction are vital to the success of the well. During well construction, critical work is performed continuously until the specific critical phase is completed. Examples of these phases include well casing installation, grouting, and some portions of well drilling. The risk of well failure increases significantly if work is halted during the given procedure.

Mitigation Measures

JIC proposes mitigation measures to address potential concerns and minimize any adverse impacts associated with the project. These mitigation measures demonstrate JIC's proactive efforts to address any Town concerns. JIC is committed to working closely with the Town and residents to ensure the project is executed successfully and responsibly.

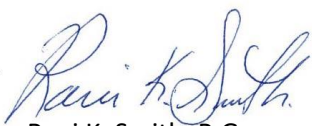
- Although JIC is requesting a suspension of noise ordinances during construction, sound barriers will be utilized surrounding the well construction site to minimize potential noise nuisances. These measures are precautionary, as it is anticipated that adjacent residential homes will not be occupied during the construction duration.
- To facilitate transparent communication and swift response to residents and the Town, JIC will appoint a dedicated Community Liaison. Mr. Rob Kloska, JIC Director of Agronomy and Facilities, will serve as a point of contact for residents or Town, to address any concerns and facilitate ongoing communication throughout the project's duration.

We appreciate the Town's thoughtful review of this request and its consideration of the importance of this project for the JIC facility.

Thank you for your time and consideration.

Sincerely,

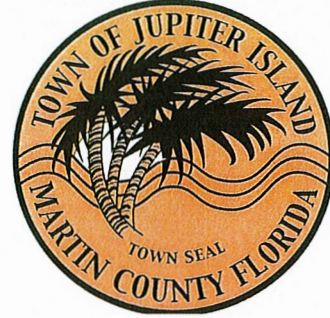
JLA Geosciences, Inc.



Rani K. Smith, P.G.

Principal Hydrogeologist

Memorandum



To: Town Commission
Cc: Robert Garlo, Catherine Harding, Thomas Baird
From: Ruben Cruz, Senior Planner *rl*
Date: April 8, 2024
Re: 11 Isle Ridge Application Requesting Zoning Map Amendment / District Boundary Change from B-40 to A-80 – Second Reading of Ordinance No. 392

Executive Summary:

- The applicant received a subdivision modification in 2023.
- The applicant is requesting to change the current zoning designation of 11 Isle Ridge from B-40 to A-80.
- The A-80 zoning district is a more restrictive zoning designation.
- With this request the entire subdivision will have the same zoning designation of A-80.
- LPA provided a recommendation of approval regarding the request to change the zoning designation from B-40 to A-80.
- On March 21, 2024, the Town Commission heard the request and approve First Reading of Ordinance No. 392 with no changes.
- The application request is before the Town Commission for Second Reading, adoption of Ordinance No. 392.

Application and Property Data:

Property Owner & Applicant:	Edward H Hamm Jr., as Trustee of the Edward H. Hamm, Jr. Rev. Trust
Agent:	Jared Gaylord, Esq.
Current Lot 19 Acreage:	1.69286 acres
Coral Ridge Subdivision Lot 2 Acreage:	5.75961 acres
PCN:	35-38-42-010-000-00190-6
Property Location:	11 Isle Ridge, Hobe Sound, FL 33455
Existing Use:	Developed Residential
Current FLUM:	Residential
Current Zoning District Designation:	B-40 One Acre Estate Residential
Proposed Zoning District Designation:	A-80 Two Acre Estate Residential

Local Planning Agency Recommendation:

At the January 23, 2024, meeting, the Local Planning Agency provided a recommendation of approval regarding the proposed Zoning Map Amendment / District Boundary Change from B-40 to A-80.

Staff Recommendation:

Based upon the facts and findings contained herein, pursuant to the Town's Land Development Regulations, and pursuant to the goals, objectives and policies of the Town's Comprehensive Plan

(“Comp Plan”), the Building Department recommends approval of the Zoning Map Amendment / District Boundary Change from B-40 to A-80 as referenced above.

Property Use Today:

The property is currently vacant.

Background Information:

At the May 18, 2023, Town Commission meeting, the commission approved the plat of the “Coral Ridge” subdivision. Subsequent to the approval of the subdivision, the applicant is now requesting the rezoning of a portion of Lot 2, of the “Coral Ridge” subdivision. The portion of Lot 2 that would be rezoned from B-40 to A-80 is currently Lot 19 (A.K.A., 11 Isle Ridge).

The Town’s Comp Plan, Future Land Use Map (FLUM) and the current Zoning Map both designate Lot 19 as “Residential”. The Comp Plan’s FLUM designation and the Town Zoning Map designation as Residential began since the Town’s incorporation in 1953. The Zoning Map, prepared by the National Planning Partnership on or about 1987, showed the property zoned R-1 (Residential), which is equivalent to the current Zoning Map’s zoning designation of B-40 One Acre Estate Residential. Lot 19 is currently compliant with the B-40 One Acre Estate Residential site development regulations, and the proposed zoning change to A-80 Two Acre Estate Residential will create a cohesive Lot 2 of the “Coral Ridge” subdivision with regards to zoning, as the entire parcel and subdivision will have the same A-80 zoning designation.

Analysis of the Application:

1. Change in Zoning:

Criteria for Zoning Map Amendment / District Boundary Change:

Land Development Regulations, Article X, Division VI, District Boundary Changes.

Sec. 6.00 - Standards for Approval of District Boundary Change.

No application for amendment to the Official Zoning Map shall be approved unless the Town Commission, after review and recommendation by the Local Planning Agency, finds that such amendment complies with all of the following standards:

- A. *The proposed amendment is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan and furthers the purposes of these Land Development Regulations and other Town Ordinances and actions designed to implement the Comprehensive Plan.*

Staff Comment: The proposed Zoning Map amendment is consistent with the goals, objectives and policies of the Comp Plan, as the amendment will provide a consistent zoning classification with regards to Lot 2 of the recently approved “Coral Ridge” subdivision.

- B. *The available uses to which the property may be put are appropriate to the property which is subject to the proposed amendment, and compatible with existing and planned uses in the area.*

Staff Comment: The proposed Zoning Map amendment from B-40 One Acre Estate District to the A-80 Two Acre Estate District is appropriate since the

property has a FLUM and existing Land Use of Residential, as does the surrounding properties.

- C. *The amendment does not conflict with the needs and character of the neighborhood and the Town.*

Staff Comment: The proposed Zoning Map amendment does not conflict with the needs and character of the neighborhood and Town; actually it is consistent with the surrounding residential properties and the subdivision it is a part of.

- D. *The amendment will not adversely or unreasonably affect the use of other property in the area.*

Staff Comment: The proposed Zoning Map amendment will have no adverse or unreasonable affect on other properties in the area since it is to be developed as a residential use.

- E. *The amendment will not adversely burden public facilities, including the traffic carrying capacities of streets, in an unreasonably or disproportionate manner.*

Staff Comment: The proposed Zoning Map amendment will not adversely burden public facilities as this use is consistent with the FLUM of the Comp Plan.

- F. *The district boundaries are appropriately drawn with due regard to locations and classifications of streets, ownership lines, existing improvements and the natural environment.*

Staff Comment: The proposed Zoning Map amendment will not have an impact on streets, ownership lines, existing improvements, and the natural environment. The A-80 zoning designation will provide consistency within the recently approved “Coral Ridge” subdivision.

Conclusions:

Staff supports the requested Zoning Map Amendment / District Boundary Change from B-40 to A-80 for the following reasons:

1. The request is consistent and compatible with the existing and surrounding land uses.
2. The request is consistent with the Town’s Land Development Regulations.
3. The request is consistent with the Town’s Comp Plan’s goals, objectives, and policies.
4. The proposed zoning change to A-80 Two Acre Estate Residential will create a cohesive Lot 2 of the “Coral Ridge” subdivision with regards to zoning, as the entire parcel and subdivision will have the same A-80 zoning designation.

Recommended Motion:

Motion to accept the recommendation of staff and the Local Planning Agency, and to change the Zoning Map designation as described in the application request by adopting Ordinance No. 392 on Second Reading.

Attached: Agenda Item #7 with all pertinent material(s) of March 12, 2024, Town Commission Meeting (Application, Future Land Use Map, Zoning Map, Plat Coral Ridge Subdivision, Existing Survey of 252 South Beach Road, Notice of Public Meeting & Hearing, Proposed Ordinance No. 392)

Memorandum



To: Town Commission
Cc: Robert Garlo, Catherine Harding, Thomas Baird
From: Ruben Cruz, Director of Planning and Zoning *RL*
Date: March 4, 2024
Re: 11 Isle Ridge Application Requesting Zoning Map Amendment / District Boundary Change from B-40 to A-80

Executive Summary:

- The applicant received a subdivision modification in 2023.
- The applicant is requesting to change the current zoning designation of 11 Isle Ridge from B-40 to A-80.
- The A-80 zoning district is a more restrictive zoning designation.
- With this request the entire subdivision will have the same zoning designation of A-80.
- LPA provided a recommendation of approval regarding the request to change the zoning designation from B-40 to A-80.

Application and Property Data:

Property Owner & Applicant:	Edward H Hamm Jr., as Trustee of the Edward H. Hamm, Jr. Rev. Trust
Agent:	Jared Gaylord, Esq.
Current Lot 19 Acreage:	1.69286 acres
Coral Ridge Subdivision Lot 2 Acreage:	5.75961 acres
PCN:	35-38-42-010-000-00190-6
Property Location:	11 Isle Ridge, Hobe Sound, FL 33455
Existing Use:	Developed Residential
Current FLUM:	Residential
Current Zoning District Designation:	B-40 One Acre Estate Residential
Proposed Zoning District Designation:	A-80 Two Acre Estate Residential

Local Planning Agency Recommendation:

At the January 23, 2024, meeting, the Local Planning Agency provided a recommendation of approval regarding the proposed Zoning Map Amendment / District Boundary Change from B-40 to A-80.

Staff Recommendation:

Based upon the facts and findings contained herein, pursuant to the Town's Land Development Regulations, and pursuant to the goals, objectives and policies of the Town's Comprehensive Plan ("Comp Plan"), the Building Department recommends approval of the Zoning Map Amendment / District Boundary Change from B-40 to A-80 as referenced above.

Property Use Today:

The property is currently vacant.

Background Information:

At the May 18, 2023, Town Commission meeting, the commission approved the plat of the “Coral Ridge” subdivision. Subsequent to the approval of the subdivision, the applicant is now requesting the rezoning of a portion of Lot 2, of the “Coral Ridge” subdivision. The portion of Lot 2 that would be rezoned from B-40 to A-80 is currently Lot 19 (A.K.A., 11 Isle Ridge).

The Town’s Comp Plan, Future Land Use Map (FLUM) and the current Zoning Map both designate Lot 19 as “Residential”. The Comp Plan’s FLUM designation and the Town Zoning Map designation as Residential began since the Town’s incorporation in 1953. The Zoning Map, prepared by the National Planning Partnership on or about 1987, showed the property zoned R-1 (Residential), which is equivalent to the current Zoning Map’s zoning designation of B-40 One Acre Estate Residential. Lot 19 is currently compliant with the B-40 One Acre Estate Residential site development regulations, and the proposed zoning change to A-80 Two Acre Estate Residential will create a cohesive Lot 2 of the “Coral Ridge” subdivision with regards to zoning, as the entire parcel and subdivision will have the same A-80 zoning designation.

Analysis of the Application:

1. Change in Zoning:

Criteria for Zoning Map Amendment / District Boundary Change:

Land Development Regulations, Article X, Division VI, District Boundary Changes.

Sec. 6.00 - Standards for Approval of District Boundary Change.

No application for amendment to the Official Zoning Map shall be approved unless the Town Commission, after review and recommendation by the Local Planning Agency, finds that such amendment complies with all of the following standards:

A. *The proposed amendment is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan and furthers the purposes of these Land Development Regulations and other Town Ordinances and actions designed to implement the Comprehensive Plan.*

Staff Comment: The proposed Zoning Map amendment is consistent with the goals, objectives and policies of the Comp Plan, as the amendment will provide a consistent zoning classification with regards to Lot 2 of the recently approved “Coral Ridge” subdivision.

B. *The available uses to which the property may be put are appropriate to the property which is subject to the proposed amendment, and compatible with existing and planned uses in the area.*

Staff Comment: The proposed Zoning Map amendment from B-40 One Acre Estate District to the A-80 Two Acre Estate District is appropriate since the property has a FLUM and existing Land Use of Residential, as does the surrounding properties.

C. *The amendment does not conflict with the needs and character of the neighborhood and the Town.*

Staff Comment: The proposed Zoning Map amendment does not conflict with the needs and character of the neighborhood and Town; actually it is consistent with the surrounding residential properties and the subdivision it is a part of.

- D. *The amendment will not adversely or unreasonably affect the use of other property in the area.*

Staff Comment: The proposed Zoning Map amendment will have no adverse or unreasonable affect on other properties in the area since it is to be developed as a residential use.

- E. *The amendment will not adversely burden public facilities, including the traffic carrying capacities of streets, in an unreasonably or disproportionate manner.*

Staff Comment: The proposed Zoning Map amendment will not adversely burden public facilities as this use is consistent with the FLUM of the Comp Plan.

- F. *The district boundaries are appropriately drawn with due regard to locations and classifications of streets, ownership lines, existing improvements and the natural environment.*

Staff Comment: The proposed Zoning Map amendment will not have an impact on streets, ownership lines, existing improvements, and the natural environment. The A-80 zoning designation will provide consistency within the recently approved "Coral Ridge" subdivision.

Conclusions:

Staff supports the requested Zoning Map Amendment / District Boundary Change from B-40 to A-80 for the following reasons:

1. The request is consistent and compatible with the existing and surrounding land uses.
2. The request is consistent with the Town's Land Development Regulations.
3. The request is consistent with the Town's Comp Plan's goals, objectives, and policies.
4. The proposed zoning change to A-80 Two Acre Estate Residential will create a cohesive Lot 2 of the "Coral Ridge" subdivision with regards to zoning, as the entire parcel and subdivision will have the same A-80 zoning designation.

Recommended Motion:

Motion to accept the recommendation of staff and the Local Planning Agency and to change the Zoning Map designation as described in the application and to adopt Ordinance No. 392 on First Reading.

Attached: Application
 Future Land Use Map
 Zoning Map
 Plat Coral Ridge Subdivision
 Existing Survey of 252 South Beach Road
 Notice of Public Meeting & Hearing
 Proposed Ordinance No. 392

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE AT EXHIBIT "B" OF THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ASSIGNMENT OF THE A-80 TWO ACRE ESTATE RESIDENTIAL DISTRICT TO A 1.69286 ACRE PARCEL OF LAND LOCATED AT 11 ISLE RIDGE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Edward H Hamm Jr., as Trustee of the Edward H. Hamm, Jr. Rev. Trust is the owner (the "Owner") of a parcel of land consisting of 1.69286 acres of real property; and

WHEREAS, the 1.69286 acre parcel (the "Subject property") is located at 11 Isle Ridge, Hobe Sound, Florida, as shown on Exhibit "A"; and

WHEREAS, the Subject Property currently has a zoning designation of "B-40 One Acre Estate Residential Zoning District"; and

WHEREAS, the Owner has submitted an application to the Town, requesting the assignment of the "A-80 Two Acre Estate Residential Zoning District" to the Subject Property; and

WHEREAS, the Town's Building Department staff has recommended that the Subject property be assigned the "A-80 Two Acre Estate Residential Zoning District"; and

WHEREAS, the Town's Local Planning Agency has reviewed the staff's recommendation regarding the appropriate zoning district to be assigned to the Subject Property, and recommends that the Town Commission accept the Owner's requested zoning, and the Building Department staff's recommendation; and

WHEREAS, a public hearing was held by the Town Commission, at which time the Town Commission determined that the property should be assigned the "A-80 Two Acre Estate Residential Zoning District".

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.

Section 2. The Town Commission hereby assigns the zoning district of "A-80 Two Acre Estate Residential Zoning District" to the Subject Property. The legal description of this parcel is set forth in Exhibit "A", which is attached hereto and incorporated herein. The Subject property is located at 11 Isle Ridge, Hobe Sound, Florida. The assignment of this zoning district to the Subject Property shall be incorporated into the Town's Official Zoning Map as shown in Exhibit "B", of the Town's Land Development Regulations.

Section 3. Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith 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 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.

PASSED UPON FIRST READING THE _____ DAY OF _____, 2024.

PASSED AND ADOPTED UPON SECOND READING THE FOLLOWING PUBLIC HEARING THE _____ DAY OF _____, 2024.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

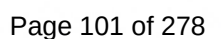
Commissioner

Commissioner

Commissioner

ATTEST:

Clerk



[illegible]

Official Zoning Map

ZONING MAP

JUPITER ISLAND

ADOPTED _____

10

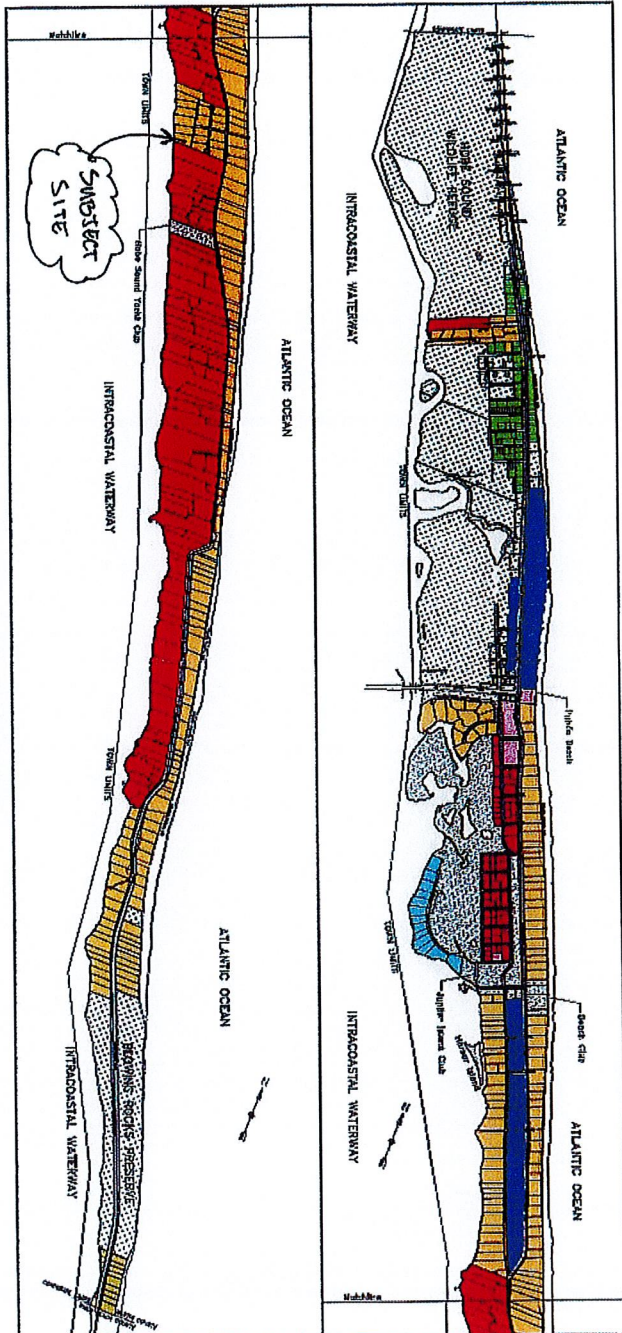
100

Rechnung Dezember 25. 2018

- A-80 - 2-Acre Estates Residential District
- B-40 - 1-Acre Estate Residential District
- C-35 - Central Riverfront Residential District
- CPD - Conservation/Preservation District
- D-25 - Island Core Residential District

-  E-12 - Island Core Residential District
-  F-15 - Island Core Residential District
-  G-35 - South Island Residential District
-  PLD - Public Lands District
-  RCD - Recreation Club District

TOWN OF JUPITER ISLAND



Official Zoning Map

- | | | | |
|---|--|--|--|
|  | A-80 - 2-Acre Estate Residential District |  | E-12 - Island Core Residential District |
|  | B-40 - 1-Acre Estate Residential District |  | F-15 - Island Core Residential District |
|  | C-35 - Central Riverfront Residential District |  | G-35 - South Island Residential District |
|  | CPD - Conservation/Preservation District |  | PLD - Public Lands District |
|  | D-25 - Island Core Residential District |  | RCD - Recreation Club District |

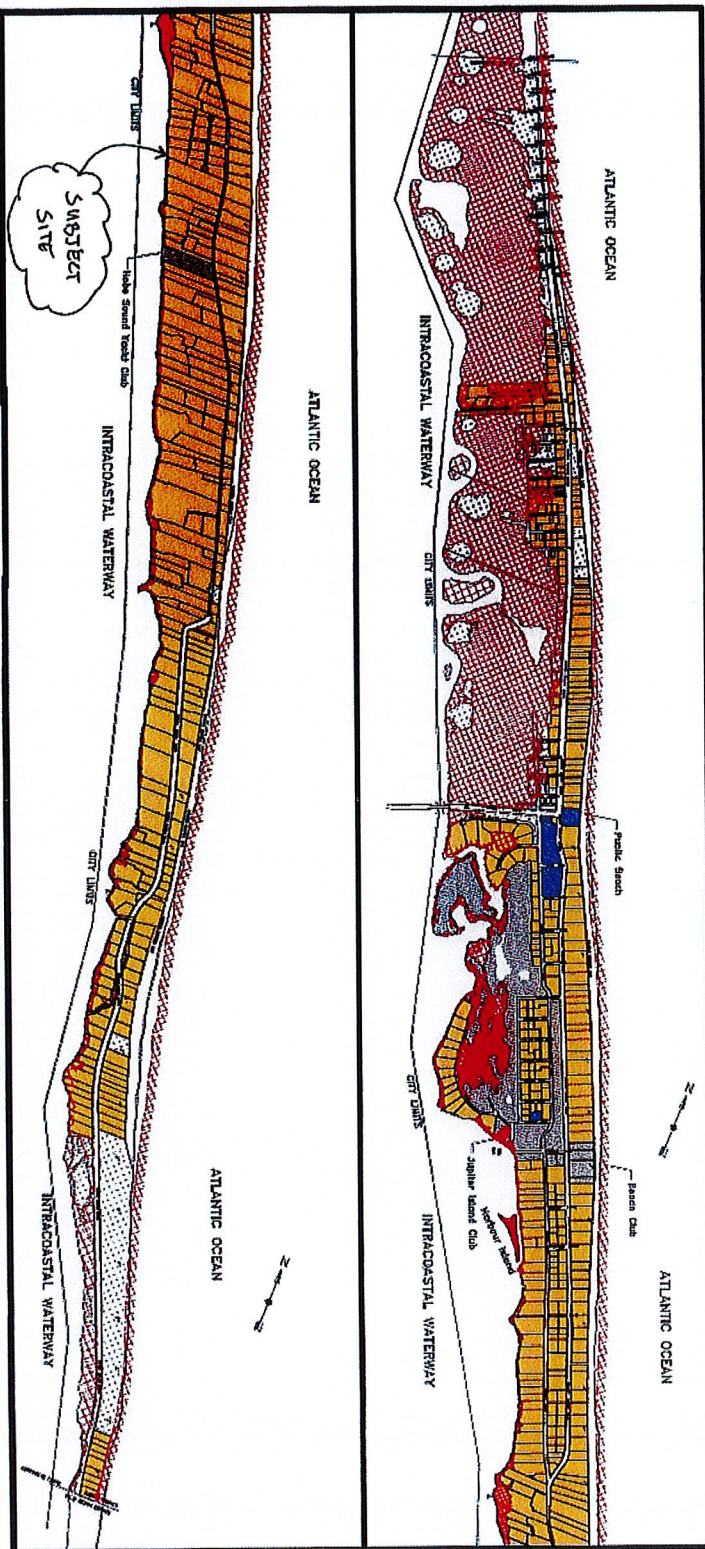
Ravilione December 27, 2016
Telapone & Myself at the table. The

Selenium & Thyroid disorders

ZONING MAP

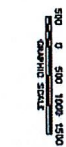
JUPITER ISLAND
MARTIN COUNTY, FLORIDA
ADOPTED _____

TOWN OF JUPITER ISLAND



2030 Future Land Use Map

Energy Conservation Strategy & Green House Gas Reducing Strategy
The Rumble (a pedestrian and bicycle friendly pathway) runs from the Jupiter Island Club south on River Rd. to Greenville Rd., east to Gomez and south to 617 S. Beach Rd.
The entire island has been designated with a 30 MPH Speed Limit to allow for Golf Cart usage on all roads.



NOTE: COASTAL HIGH HAZARD AREAS
BASED ON CAT 1 STORM SURGE ELEVATION
DERIVED FROM MARTIN COUNTY GIS
DEPARTMENT, UPDATED 2015

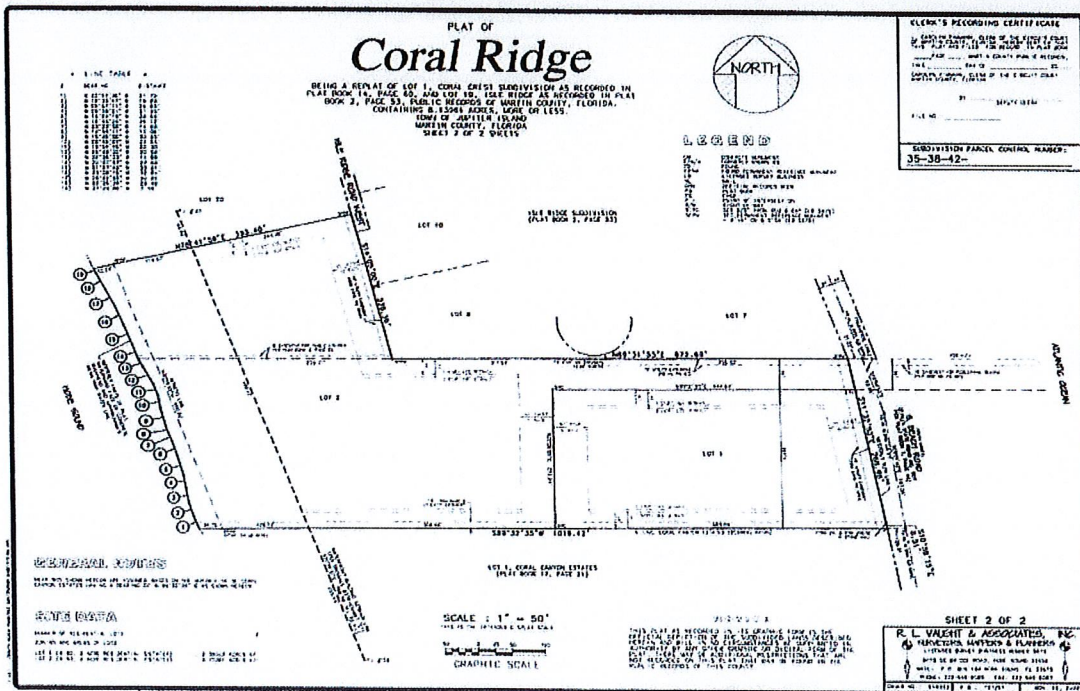
- RESIDENTIAL
- CONSERVATION
- RECREATION
- PUBLIC DISTRICT
- COASTAL HIGH HAZARD AREAS

Revision: June 15, 2017
Vicki Brown & Associates, Inc.

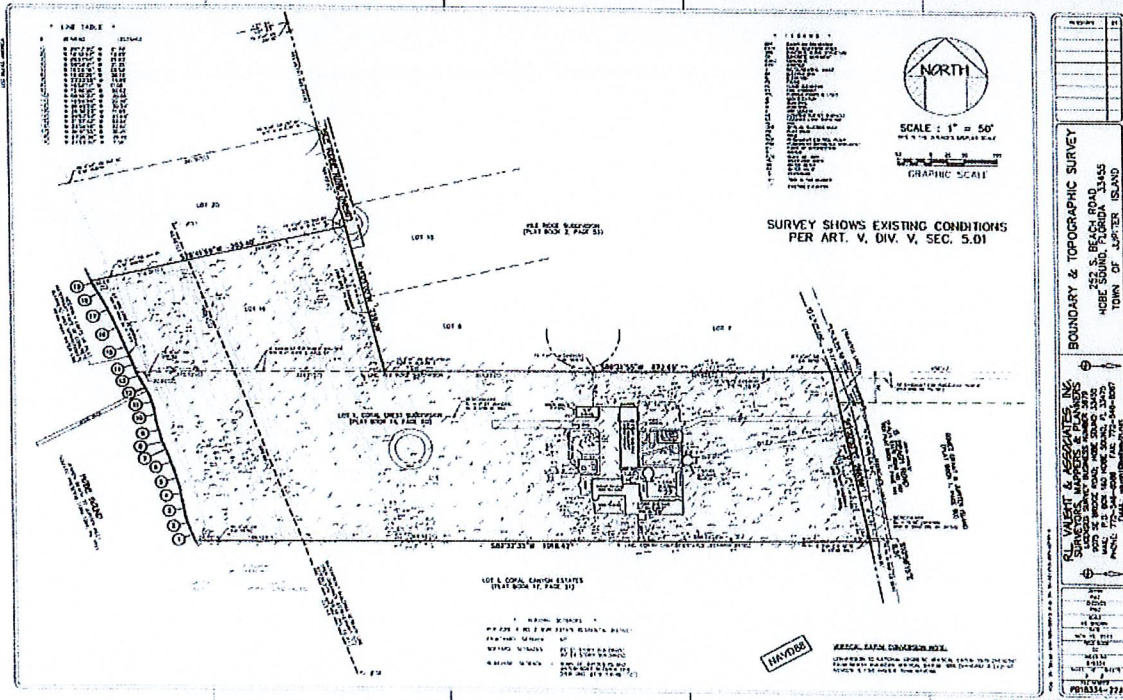
FUTURE LAND USE MAP
TOWN OF
JUPITER ISLAND
MARTIN COUNTY, FLORIDA
ADOPTED _____

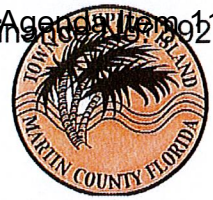
THIS MAP IS THE PROPERTY OF VICKI BROWN & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF VICKI BROWN & ASSOCIATES, INC.

Plat



Existing Survey





NOTICE OF PUBLIC HEARING
TO CITIZENS OF THE TOWN
OF JUPITER ISLAND, FLORIDA

Please register for Local Planning Agency January 23rd, 2024 @ 9:00 AM EST at:

<https://attendee.gotowebinar.com/register/8698551383649947743>

And

Call in: 1 (631) 992-3221 PIN: 862-958-610

A Public Hearing/Meeting by the Local Planning Agency will be held on **Tuesday, January 23, 2024 at 9:00 am** for the purpose of considering the following application relating to the Town of Jupiter Island Land Development Regulations, Ordinance 283, as amended, insofar as the same is applicable to the following described property in the Town of Jupiter Island:

11 Isle Ridge Road

This is the of application Edward H. Hamm, Jr. Trustee of the Edward H. Hamm Jr. Revocable Trust, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

The applicant is requesting a Boundary Change as it pertains to Article X, Division VI, Section 6.0, in order to change the Zoning Designation of 11 Isle Ridge Road from the B-40 Zoning District to the A-80 Zoning District.

Plans are available for inspection at the Building Department at Town Hall Monday through Friday, 9:00 a.m. to 3:30 p.m.

By Order of
LOCAL PLANNING AGENCY
TOWN OF JUPITER ISLAND

January 9, 2024

STATE MANDATED STATEMENT:

If a person decides to appeal any decision made by the board, agency, committee, 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 at Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0100

Letters sent to the following:

260 South Beach LLC

Mr George Benington/Ms Mithilde Benington

M/M William Buchanan Jr

Ms Eleanor Chan/Mr Mark Brodsky

M/M Jeffrey Collinson

Mr Elliot Conway

Corrales Canyon LLC

Mrs Theodore Danforth

M/M Loic DeKertanguy

Mrs Allen Dines

M/M W James Farrell Jr

M/M Edward Goodman

D/M Stuart Graham

M/M Bernard Halfpenny

M/M C Barrows Hall

M/M Douglas Hammond

M/M Richard Hayne

M/M Christopher Reyes

K262 South Beach Road Land Trust

M/M Mark Kehaya

M/M Alexander Lynch

M/M Michael Searle

M/M Mark Newman

M/M William Nolan III

M/M William Nutting

Mrs Candace Phillips

M/M Roy Plum

Mrs Barbara Riegel

M/M James Riepe

S & G Realty LLC/M/M Shelby Davis

M/M Peter Schiff

Ms Shannon Ford Hamm Rev Trust

M/M Daniel Smith

M/M Stanley Trotman

Trust created under Will of Cameron MacRae/M/M Cameron MacRae III

YBISM LLC

CC: Edward H Hamm Jr Rev TR

Jared Gaylord



**AGENDA
TOWN OF JUPITER ISLAND
MEETING OF THE LOCAL PLANNING AGENCY
PUBLIC HEARING
January 23, 2024 – 9:00 a.m.**

- 1. Minutes of the meeting held October 24, 2023**
- 2. Zoning Amendment- District Boundary Change- 11 Isle Ridge**
The applicant is requesting a Boundary Change as it pertains to Article X, Division VI, Section 6.0, in order to change the Zoning Designation of 11 Isle Ridge Road from the B-40 Zoning District to the A-80 Zoning District.
- 3. Public comment**
- 4. Next meeting date- To be determined, as needed**
- 5. Other business**
- 6. Adjourn**

Local Planning Agency

Robert Rowden, Chairman
Trent Steele, Vice Chairman
Scott Hughes, Member
Laurie Gaylord, Member
Kate Nelson, Member
Jim Hauslein, Alternate
Cynthia Keegan, Alternate

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 purposes, 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.



Town of Jupiter Island
ZONING AMENDMENT



Art. X, Div. VI, Sec. 6.00 - District Boundary Change

CHECK ONE - ~~PRELIMINARY SUBDIVISION~~ **OR** ~~FINAL SUBDIVISION~~

FEES: \$2,000 (Please make check payable to the Town of Jupiter Island)

PROPERTY OWNER, as shown in the official County Records (please attach current tax bill & deed)

Name: Edward H. Hamm Jr., as Trustee of the Edward H. Hamm, Jr. Rev. Trust

Mailing Address: 350 West Burnsville Parkway, Suite 150

<u>Burnsville</u>	<u>MN</u>	<u>55337</u>
City	State	Zip

Phone #: _____ Fax #: _____

AGENT: (If Applicable, notarized power of attorney must be attached)

Name: Jared Gaylord, Esq. of Marc R. Gaylord, P.A.

Mailing Address: 12000 SE Old Dixie Highway

<u>Hobe Sound</u>	<u>FL</u>	<u>33455</u>
City	State	Zip

Phone #: 772-545-7740 Fax #: 772-545-7782

DESCRIPTION OF PROPERTY:

Street Address: 11 Isle Ridge, Hobe Sound, FL 33455 (Lot 19)

Tax Parcel Number: 35-38-42-010-000-00190-6 Zoning: B-40 1-Acre Residential Zoning

Legal/General Description: See Exhibit "A" - Legal Description

Attach separate piece of paper if necessary

District Boundary Change

EXPLANATION OF SUBDIVISION (describe what you are trying to accomplish):

Change the Zoning designation for 11 Isle Ridge Road from the B-40 Zoning District
to the A-80 Zoning District. This designation will be consistent with Lot 2 of the proposed
Coral Ridge subdivision.

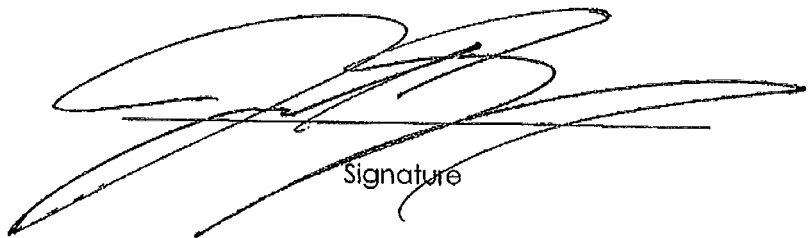
Information as contained within the attached checklist MUST be provided and accepted by the Town of Jupiter Island in order for this application to be considered. Additional information as required by the administrative official or as attached by the applicant constitutes a part of this application.

I hereby certify that I am the owner of property involved in the above described subdivision request and that the information set forth is true and correct.

Jared Gaylord, atty-in-fact for Edward H. Hamm, Jr.

BY: Trustee of Edward H. Hamm, Jr. Rev. Trust

Print name

A handwritten signature in black ink, appearing to read 'Jared Gaylord', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

Signature

Legal Description

EXHIBIT A

Lot 19 in ISLE RIDGE according to the plat thereof, recorded in the public records of Martin County, Florida in Plat Book 2, Page 53.

TOGETHER with all right, title and interest (without warranty) of the Grantor in and to the private roads shown on said Plat of ISLE RIDGE lying between the waters of Hobe Sound and the State Road and also all right, title and interest of the Grantor (without warranty) in and to that certain tract of land in ISLE RIDGE according to the Plat thereof recorded in the public records of Martin County, Florida in Plat Book 2, Page 53 described and bounded as follows:

On the west by the easterly right-of-way line of State Road #140 as shown on said Plat; on the north by the southerly boundary line of Lot 5 of ISLE RIDGE; on the east by the waters of the Atlantic Ocean; and on the south by the northerly boundary line of Lot 4 of ISLE RIDGE and also all riparian rights thereunto belonging or in any wise appertaining.

SUBJECT however to any rights of the State of Florida and of the United States in and to the intra-coastal waterway and also the covenants, restrictions and easements set forth in Deed from HOLLIS S. BAKER and wife to ERWON STRAEHLEY, JR., dated November 27, 1946 and recorded in Deed Book 37, Page 457, etc., public records of Martin County, Florida.

LIMITED POWER OF ATTORNEY

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

Legal Description

See attached Exhibit "A"

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

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

Signed in the presence of:

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

WTH
Print Name: Katherine Haskins

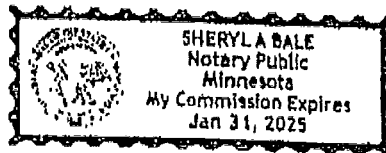
EHH
Edward Hersey Hamm, Jr. Trustee

Sheryl Bale
Print Name: Sheryl Bale

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of May, 2021, by Edward Hersey Hamm, Jr. individually and as trustee of the Edward Hersey Hamm, Jr. Revocable Trust, dated November 2, 2011, who is ☒ personally known to me or who ☐ produced _____ as identification, who executed the foregoing instrument and executed the same freely and voluntarily for the purposes therein expressed.



Sheryl A. Bale
NOTARY PUBLIC

Printed Name: Sheryl Bale

Exhibit "A"

Lot 19 in ISLE RIDGE according to the plat thereof, recorded in the public records of Martin County, Florida in Plat Book 2, Page 53.

TOGETHER with all right, title and interest (without warranty) of the Grantor in and to the private roads shown on said Plat of ISLE RIDGE lying between the waters of Hobe Sound and the State Road and also all right, title and interest of the Grantor (without warranty) in and to that certain tract of land in ISLE RIDGE according to the Plat thereof recorded in the public records of Martin County, Florida in Plat Book 2, Page 53 described and bounded as follows:

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SUBJECT however to any rights of the State of Florida and of the United States in and to the intra-coastal waterway and also the covenants, restrictions and easements set forth in Deed from HOLLIS S. BAKER and wife to ERWON STRAEHLEY, JR., dated November 27, 1946 and recorded in Deed Book 37, Page 157, etc., public records of Martin County, Florida.

together with

PARCEL 1 (Tax ID No. 35-38-42-030-000-0001.0-00000)

Lot 1 of CORAL CREST SUBDIVISION according to the Plat thereof recorded in Plat Book 14, Page 60, Public Records of Martin County, Florida;

Together with an easement for Pedestrian Traffic over the North 10.00 feet of the Southerly 50.00 feet of Lot 109 of GOMEZ GRANT and JUPITER ISLAND according to the Plat thereof recorded in Plat Book 1, Page 80, Public Records of Palm Beach (now Martin) County, Florida lying east of Beach Road (State Road 707).



Basic Info

PIN 35-38-42-010-000-00190-6	AIN 57839	Situs Address 11 ISLE RIDGE RD JUPITER ISLAND FL	Website Updated 5/11/23
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General Information

Property Owners

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

Parcel ID

35-38-42-010-000-00190-6

Use Code/Property Class

0000 - 0000 Vacant Residential

Account Number

57839

Neighborhood

135730 Jupiter Island -
Intracoastal

Mailing Address

350 WEST BURNSVILLE PKY #150
BURNSVILLE MN 55337

Property Address

11 ISLE RIDGE RD JUPITER ISLAND FL

Legal Acres

1.64

Tax District

JUPITER ISLAND

Legal Description

ISLE RIDGE LOT 19 & 1/18 INT TO
PRIVATE ...

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
2022	\$ 6,415,000	\$ 0	\$ 6,415,000	\$ 0	\$ 6,415,000	\$ 0	\$ 6,415,000

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 9/28/21	Grantor (Seller) EDWARD H HAMM TRUST	Doc Num 2916601
Sale Price \$ 100	Deed Type Quit Claim Deed	Book & Page <u>3259 1761</u>

Legal Description

ISLE RIDGE LOT 19 & 1/18 INT TO PRIVATE ST

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



This Instrument Prepared By
and Record and Return to:
G. William Haas, Esq.
Morrison Cohen LLP
909 Third Avenue
New York, New York 10022
Telephone: (212) 735-8645

Folio No.:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this 1st day of October, 2021, by **EDWARD H. HAMM, JR., AS TRUSTEE OF THE TRUST OF EDWARD H. HAMM**, whose post office address is 350 West Burnsville Parkway, Suite 150, Burnsville, MN 55337 ("Grantor"), and **EDWARD H. HAMM, JR., AS TRUSTEE OF THE EDWARD HERSEY HAMM, JR. REVOCABLE TRUST**, whose post office address is 350 West Burnsville Parkway, Suite 150, Burnsville, MN 55337 ("Grantee")

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee, and Grantee's heirs and assigns forever, the following described land in the County of Martin, State of Florida, to-wit:

See Exhibit A attached hereto and made a part hereof

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, interest, liens, equity and claim whatsoever of the said Grantor, either in law or equity to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has executed this instrument the day year first above written.

#10595772 v1 1029164 10001

Accommodation recording only;
document not reviewed and
no insurance provided

Signed, sealed and delivered
in our presence:

Sign: UHL
Print Name: Katie Haskine

Sign: 
Print Name: Steven Halverson

TRUST OF EDWARD H. HAMM

By: Edward H. Hamm, Jr.
Edward H. Hamm, Jr., Trustee

STATE OF MINNESOTA)
COUNTY OF Dakota) ss.:)

On the 17 day of September in the year 2021 before me the undersigned Notary Public in and for said State, personally appeared EDWARD H. HAMM, JR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

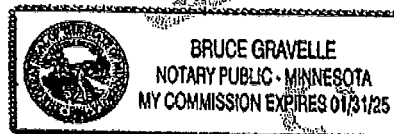


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LAW OFFICES OF
MARC R. GAYLORD, P.A.

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.

May 11, 2023

VIA HAND DELIVERY

Ruben Cruz
Town of Jupiter Island
Post Office Box 7
Hobe Sound, Florida 33475

RE: Edward H. Hamm, Jr., Trustee of the Trust of Edward H. Hamm, Jr. Revocable Trust
Application to the Local Planning Agency for Art. X, Div. VI, Sec. 6.00 – District
Boundary Change
Property Address: 11 Isle Ridge Road, Hobe Sound, Florida 33455 (Lot 19)

Dear Mr. Cruz:

This office represents the interests of Edward H. Hamm, Jr., as it pertains to an application to the Local Planning Agency and Jupiter Island Town Commission for a district boundary change for 11 Isle Ridge Road from the B-40 1-Acre Estate Residential District to the A-80 2-Acre Estate Residential District. This office also represents Mr. Hamm's subdivision application for 11 Isle Ridge Road and 252 South Beach Road. The Board of Adjustment previously recommend preliminary approval of the subdivision at the Board's meeting on January 30, 2023 and the Town Commission affirmed preliminary approval at the Commission's meeting on March 7, 2023. The Board of Adjustment recommend final approval of the subdivision at the Board's March 30, 2023 meeting.

Mr. Hamm acquired the properties on October 1, 2021. Originally, 252 South Beach Road and 11 Isle Ridge lot were owned by Mr. Hamm's father. In the past twelve months my client began investigating a potential redesign and redevelopment of these two properties. After extensive consideration with architects, RL Vaught and Associates, landscape designers, and other consultants, my client decided to file a subdivision application for these two properties to, essentially, move the existing boundary lines to the properties. 252 South Beach Road is located on the west side of South Beach Road and spans from the Intracoastal Waterway to the South Beach right-of-way. 11 Isle Ridge is a vacant lot — the southernmost lot located on the west side of Isle Ridge West.

The replat will not create any additional lots than what exist today – the replat merely changes the boundary lines between existing lots. The proposed subdivision will apportion a western "piece"

of the existing 252 South Beach Road property to the vacant Isle Ridge Property. This will increase the size of the western property, decrease the size of 252 South Beach Road, and landlock the 252 South Beach Road by removing its existing Intracoastal frontage. 11 Isle Ridge's existing zoning designation is the B-40 1-Acre Estate Residential District, while 252 South Beach Road's existing zoning designation is A-80 2-Acre Estate Residential Zoning. Since the requested subdivision intends to redraw the boundary lines for these properties, Mr. Hamm requests that the proposed Lot 2 uniformly zoned A-80 Residential.

Both Lot 1 and Lot 2 will meet the minimum requirements of the underlying A-80 Zoning District. The minimum lot width in the A-80 Zoning District is two hundred feet (200').¹ Lot 1 will be approximately 222 feet wide.² Lot 2 will be approximately 480 feet wide.³ The minimum lot area in the A-80 Zoning District is two (2) acres.⁴ Lot 1 will be 2.38003 acres. Lot 2 will be 5.75961 acres.

The District Boundary Change only ensures that Lot 2 will have the uniform zoning designation of A-80 Zoning District. In fact, this application will "downzone" 11 Isle Ridge from the *slightly* more permissive B-40 Zoning District. The A-80 and B-40 Zoning Districts are very similarly regulated districts, except the minimum dwelling unit per acre,⁵ minimum lot area,⁶ minimum lot width,⁷ and the required yards for side yard setbacks.⁸

Florida case law is clear that once the initial burden for rezoning is met, the burden then shifts to the local government that maintaining the existing zoning on a property serves a legitimate purpose or that the decision denying the rezoning is not arbitrary, discriminatory, or unreasonable.⁹ The proposed request to "downzone" the Property from the B-40 Zoning District to the A-80 Zoning District is reasonable because the use will continue to be residential, the zoning districts are presently adjacent to each other, the lot will comply with the minimum zoning district requirements, and the zoning districts have very similar regulations.

¹ See Article III, Division II, Section 2.02(E), "A-80 District": 2-Acre Estate Residential District, TOWN OF JUPITER ISLAND LAND DEVELOPMENT REGULATIONS (2021).

² Lot 1 is also known as 252 South Beach Road.

³ Lot 2 will be the western parcel that abuts the Intracoastal Waterway.

⁴ Article III, Division II, Section 2.02(D), "A-80 District": 2-Acre Estate Residential District, TOWN OF JUPITER ISLAND LAND DEVELOPMENT REGULATIONS (2021).

⁵ The A-80 District requires that "[d]ensity shall not exceed one (1) dwelling unit per two (2) acres of lot area" and the B-40 District requires that the density "shall not exceed one (1) dwelling unit per acre of lot area." See *id.* at Art. III, Div. II, Sec. 2.02(A); Article III, Division III, Section 3.02(A) "B-40 District": 1-Acre Estate Residential District, TOWN OF JUPITER ISLAND LAND DEVELOPMENT REGULATIONS (2021).

⁶ The A-80 District requires the "minimum lot area is two (2) acres" and the B-40 District requires that the minimum lot area "is one (1) acres." See Art. III, Div. II, Sec. 2.02(D); Art. III, Div. III, Sec. 3.02(D).

⁷ The A-80 District requires the "minimum lot width is two hundred (200) feet" and the B-40 District requires that the minimum lot width "one hundred forty (140) feet." See Art. III, Div. II, Sec. 2.02(E); Art. III, Div. III, Sec. 3.02(E).

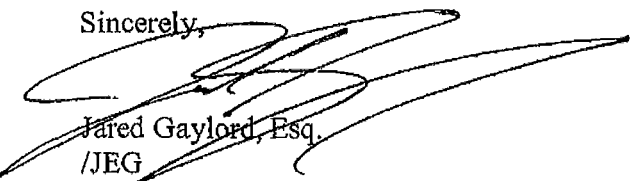
⁸ The A-80 District requires that side yard setbacks be "twenty-five (25) for one-story buildings" and "thirty (30) feet for two-story buildings." See Art. III, Div. II, Sec. 2.02(H)(2). The B-40 District requires that side yard setbacks be "twenty (20) feet for one-story buildings" and "twenty-five (25) feet for two-story buildings." See Art. III, Div. III, Sec. 3.02(H)(2).

⁹ See Bd. of County Comm'rs v. Snyder, 627 So. 2d 474, 476 (Fla. 1993).

Page 3 of 3
11 Isle Ridge/Lot 19
District Boundary Change

My client's District Boundary Change will be consistent with and complementary to the Town's existing planning and zoning, surrounding properties, and cohesive with the characteristics of the area in which the property is located. If you have any questions or concerns regarding this District Boundary Change or the supporting attachments, please do not hesitate to contact the undersigned.

Sincerely,



Jared Gaylord, Esq.
/JEG
Encl.

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.

May 10, 2023

VIA HAND DELIVERY

Ruben Cruz
Town of Jupiter Island
P.O. Box 7
Hobe Sound, Florida 33475

RE: Edward H. Hamm, Jr., Trustee of Edward H. Hamm, Jr. Revocable Trust
Article X, Division VI, Section 6.00 - Standards
Property Address: 11 Isle Ridge Road, Hobe Sound, Florida 33455 (Lot 19)

Dear Mr. Cruz:

This office represents the interests of Edward H. Hamm, JR., Trustee of the Edward H. Hamm, Jr. Revocable Trust, as it pertains to his request to use Article X, Division VI, Section 6.00, for a District Boundary Change of 11 Isle Ridge Road from the B-40 1-Acre Estate Residential Zoning District to the A-80 2-Acre Estate Residential Zoning District.

My client's request satisfies the District Boundary Change standards set forth in Article X, Division VI, Section 6.00 because:

- A. The proposed amendment is consistent with and furthers the goals, policies, and objectives of the Comprehensive Plan and furthers the purposes of these Land Development Regulations and other Town Ordinances and actions designed to implement the Comprehensive Plan.

The proposed District Boundary Change from the B-40 District to the A-80 District is consistent with the Town's Comprehensive Plan, the Future Land Use Map ("FLUM"), the Land Development Regulations ("LDR"), and other Town Ordinances. The impetus for this application was a subdivision application to the Town's Board of Adjustment and Commission.¹ The Coral Crest subdivision will not create an additional lot, but merely shift the boundary line that presently exists between the 11 Isle Ridge and 252 South Beach properties. This will create a cohesive Intracoastal lot and a landlocked lot along South Beach Road. The existing 252 South

¹ As of May 10, 2023, the Board of Adjustment has recommended approval of the subdivision at the Board's January 30, 2023 and March 30, 2023 meetings. The Town Commission recommended approval of the subdivision at the Commission's March 7, 2023 meeting. The subdivision is scheduled for final approval before the Town Commission on May 18, 2023.

Page 2 of 3
RE: 11 Isle Ridge/Lot 19
Local Planning Agency - Standards

Beach Road property is located in the A-80 District. To ensure that the entire Intracoastal lot is in the same zoning district, this request was filed.

This amendment will not change the Property's use, which will remain residential. This use is consistent with the Town's FLUM for the Property and all relevant sections of the Comprehensive Plan.

- B. The available uses to which the property may be put are appropriate to the property which is subject to the proposed amendment, and compatible with existing and planned uses in the area.

11 Isle Ridge's existing zoning district, the B-40 District, is a residential zoning district. The proposed zoning district, the A-80 District, is similarly residential in nature and currently is the adjacent zoning district to the south of the Property. The proposed zoning designation of the A-80 District is also compatible with the Town's proposed plan for this Property, as evidenced by the FLUM. The area surrounding the Property is similarly residential in nature – located in either the A-80 or B-40 Districts.

- C. The amendment does not conflict with the needs and character of the neighborhood and the Town.

Granting the District Boundary Change will not conflict with the need or character of the neighborhood or Town. As previously stated, the surrounding neighborhood is predominantly residential, located in either the A-80 or B-40 Districts. The closest non-residential use is 280 South Beach Road² – which is zoned in the Recreation Club District – approximately 1200 feet south of the Property. The slight, “down zoning” change from B-40 to A-80 will not negatively impact the Town or the neighborhood.

- D. The amendment will not adversely or unreasonably affect the use of other property in the area.

The requested District Boundary Change from the B-40 District to the A-80 District will not adversely or unreasonably affect the use of other property in the area. There will be no change in type of use, which will remain residential. The proposed change to the A-80 District will result in a relatively similar regulatory scheme – one which requires the same front and rear yard setbacks, the permitted same floor area calculations, the same landscaped open space, the same building limit, the same building height, and the same permitted uses.³ These similarities between the A-80 and B-40 Districts ensure that the amendment will not adversely or unreasonably affect the use of other property in the area.

² This is the Hobe Sound Yacht Club.

³ Compare generally Article III, Division II, “A-80 District”: 2-Acre Estate Residential District, TOWN OF JUPITER ISLAND LAND DEVELOPMENT REGULATIONS (2021) with Article III, Division III, “B-40 District”: 1-Acre Estate Residential District, TOWN OF JUPITER ISLAND LAND DEVELOPMENT REGULATIONS (2021).

Page 3 of 3
RE: 11 Isle Ridge/Lot 19
Local Planning Agency - Standards

- E. The amendment will not adversely burden public facilities, including the traffic carrying capacities of streets, in an unreasonably or disproportionate manner.

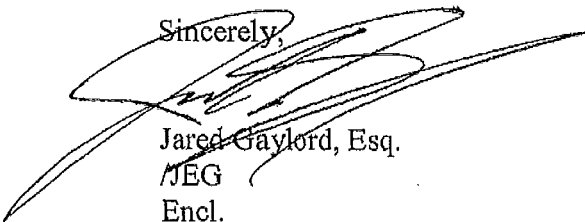
The District Boundary Change will not adversely burden public facilities or traffic carrying capacities of streets in an unreasonable or disproportionate manner because the proposal will not alter the proposed use of the Property from residential and will not create an additional lot. The traffic engineering study, performed by Simmons & White in conjunction with my client's subdivision application, determined the traffic trips would stay the same with the proposed property line adjustment because the proposed residential use and number of lots would remain the same as present conditions.⁴ In fact, the proposed subdivision provides 11 Isle Ridge two potential ingress and egress points, potentially *easing* traffic burdens. The Property currently only has legal access from Isle Ridge.

- F. The district boundaries are approximately drawn with due regard to locations and classifications of streets, ownership lines, existing improvements and the natural environment.

The requested District Boundary Change was drawn with respect to the classification of streets, ownership lines, existing improvements, and the natural environment. The change from the B-40 to the A-80 District will not impact the classification of Isle Ridge or South Beach Road, because it will not result in a change in use, traffic, or the number of lots. The District Boundary Change will only affect Mr. Hamm's Property and will not impact the ownership lines of any other person. While the current lot is vacant, much of the surrounding community is developed with single-family residences. The change to the A-80 District will not negatively affect neighboring improvements – private or public – because it will not change the Property's use type or potential for redevelopment that exists today. Similarly, the District Boundary Change will not result in negative impacts to the natural environment. The requested change from the B-40 to the A-80 District is to merely make Mr. Hamm's Property have a consistent zoning classification once the subdivision process is complete.

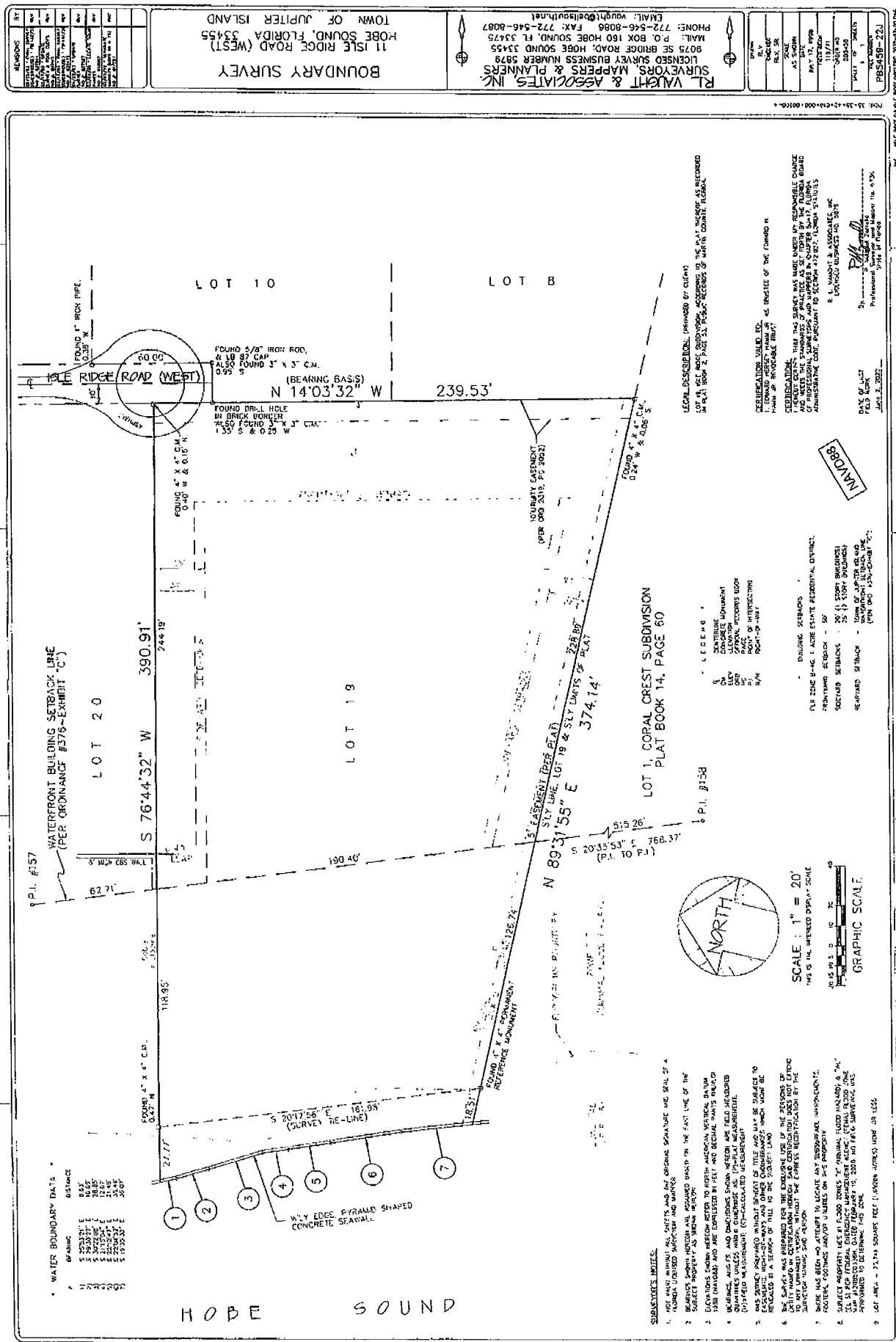
If you have any questions or concerns regarding this District Boundary Change application, or any of the attachments included herein, please do not hesitate contacting the undersigned.

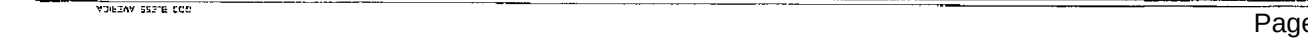
Sincerely,



Jared Gaylord, Esq.
JEG
Encl.

⁴ The estimated traffic count for the existing development is 19 trips per day. The estimated traffic count for the proposed development is 19 trips per day.





DIVISION 2. - "A-80 DISTRICT": 2-ACRE ESTATE RESIDENTIAL DISTRICT

Sec. 2.00. - Permitted uses.

The following uses are permitted in the A-80 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

(Ord. No. 334, § 2, 5-16-11)

Sec. 2.01. - Prohibited uses.

The following uses are prohibited in the A-80 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor- or dust-producing substances or uses within 50 feet of any lot line.
- C. Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

(Ord. No. 337, § 2, 12-13-11)

Sec. 2.02. - Development standards.

Development within the A-80 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per two acres of lot area.
- B. *Building limit*. No lot shall be developed with more than one single-family dwelling unit.
- C. *Building height*. The height of any building shall not exceed two stories.
- D. *Minimum lot area*. The minimum lot area is two acres.

Minimum lot width. The minimum lot width is 200 feet

E.

F. *Permitted floor area.* The maximum floor area permitted on any lot within this district shall not exceed a floor area of:

1. Seventeen and one-quarter percent of the lot area that is less than or equal to one acre; plus
2. Seven percent of the lot area that is greater than one acre, but less than or equal to four acres; plus
3. Three and one-half percent of the lot area that is greater than four acres.

G. *Maximum floor area of single building.* The maximum floor area of a single building shall not exceed 10,000 square feet.

H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:

1. *Front yard:* 50 feet.
2. *Side yard:*
 - a. Twenty-five feet for one-story buildings.
 - b. Thirty feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
3. *Rear yard:* 50 feet except for waterfront lots, which shall comply with article IV, section 3.02.

I. *Permitted encroachments.* Eaves and overhangs of 30 inches in depth may encroach into any required yard.

J. *Required landscaping.* Minimum landscaped area shall be 50 percent of the lot area.

DIVISION 3. - "B-40 DISTRICT": 1-ACRE ESTATE RESIDENTIAL DISTRICT

Sec. 3.00. - Permitted uses.

The following uses are permitted in the B-40 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

(Ord. No. 334, § 3, 5-16-11)

Sec. 3.01. - Prohibited uses.

The following uses are prohibited in the B-40 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor- or dust- producing substances or uses within 50 feet of any lot line.
- C. Reverse osmosis plants, except if the reverse osmosis plant is approve by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

(Ord. No. 337, § 3, 12-13-11)

Sec. 3.02. - Development standards.

Development within the B-40 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per acre of lot area.
- B. *Building limit*. No lot shall be developed with more than one single-family dwelling unit.
- C. *Building height*. The height of any building shall not exceed two stories.
- D. *Minimum lot area*. The minimum lot area is one acres.
- E. *Minimum lot width*. The minimum lot width is 140 feet.
- F. *Permitted floor area*.
 - 1. The maximum floor area permitted on any lot within this district shall not exceed a floor area of:
 - a. Seventeen and one-quarter percent of the lot area that is less than or equal to one acre; plus
 - b. Seven percent of the lot area that is greater than one acre, but less than or equal to four acres; plus
 - c. Three and one-half percent of the lot area that is greater than four acres.
 - 2. For the purpose of calculating maximum floor area, the lot area of two lots which are separated by a roadway may be combined, if:
 - a.

The lot from which the floor area is transferred lies between the Intracoastal Waterway and a public road, and due to the location of the waterfront setback line and the setback requirements of the B-40 district, cannot reasonably be developed with a building; and

- b. The lots which are the subject of the transfer of floor area:
 - (1) Are legally described as a single lot; or
 - (2) Are subject to a unity of title; or
 - (3) Are held under common ownership and a unity of title in recordable form is provided by the applicant and approved by the town in conjunction with the transfer of floor area; and
 - c. A "no build" easement over the property from which the floor area has been transferred is provided by the applicant in recordable form and approved by the town in conjunction with the transfer of floor area.
- G. *Maximum floor area of single building.* The maximum floor area of a single building shall not exceed 10,000 square feet.
- H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:
- 1. *Front yard:* 50 feet.
 - 2. *Side yard:*
 - a. Twenty feet for one-story buildings.
 - b. Twenty-five feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
 - 3. *Rear yard:* 50 feet except for waterfront lots, which shall comply with article IV, section 3.02.
- I. *Permitted encroachments.* Eaves and overhangs of 30 inches in depth may encroach into any required yard.
- J. *Required landscaping.* Minimum landscaped area shall be 50 percent of the lot area.

TITLE SEARCH REPORT

Fund File Number: 1336576

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Marc R. Gaylord, P.A.

Agent's File Reference: Hamm Trust 2

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.**
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.**
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.**
- D. Determine whether the property has legal access.**
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.**
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.**
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:**
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and**
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**

Prepared Date: November 4, 2022

Attorneys' Title Fund Services, LLC

Prepared by: Nancy Ascanio, Senior Examiner

Phone Number: (800) 344-6645 x6510

Email Address: NAscanio@thefund.com

TITLE SEARCH REPORT

Fund File Number: 1336576

Effective Date of approved base title information: July 1, 1977

Effective Date of Search: October 27, 2022 at 11:00 PM

Apparent Title Vested in:

Edward H. Hamm, Jr., as Trustee of the Edward Hersey Hamm, Jr. Revocable Trust

Description of real property to be insured/foreclosed situated in Martin County, Florida.

See Exhibit A

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Warranty Deed from Margaret C. Strachley to Edward H. Hamm, recorded August 1, 1977 in O.R. Book 425, Page 550, Public Records of Martin County, Florida.
2. Quit Claim Deed from Edward H. Hamm to Edward H. Hamm, as Trustee under the Amendment and Restatement of Trust of Edward H. Hamm dated October 10, 1995, recorded July 30, 1996 in O.R. Book 1189, Page 838, Public Records of Martin County, Florida.
3. Death Certificate of Edward H Hamm Sr, recorded in O.R. Book 3226, Page 2949, Affidavit re: Florida Estate Taxes recorded in O.R. Book 3242, Page 146, Public Records of Martin County, Florida.
4. Quit Claim Deed from Edward H. Hamm, Jr., as Trustee of the Trust of Edward H. Hamm to Edward H. Hamm, Jr., as Trustee of the Edward Hersey Hamm, Jr. Revocable Trust, recorded September 28, 2021 in O.R. Book 3259, Page 1761, Public Records of Martin County, Florida. Note: No marital or non homestead language on deed.

Mortgages, Assignments and Modifications:

- ## 1. Nothing Found

Other Property Liens:

1. General or special taxes and assessments required to be paid for the year(s) 2022.

Restrictions/Easements:

1. All matters contained on the Plat of Maintenance Map/Specific Purpose Survey of a portion of S.E. Beach Road (C.R. 707), as recorded in RP Book 1, Page 87, Public Records of Martin County, Florida.

TITLE SEARCH REPORT

Fund File Number: 1336576

2. Any portion of the Land lying waterward of the Erosion Control Line identified in Plat Book 6, Page 40; Plat Book 9, Page 99, Public Records of Martin County, Florida, and lands accreted thereto.
3. All matters contained on the Plat of Isle Ridge, as recorded in Plat Book 2, Page 53, Public Records of Martin County, Florida.
4. Ordinance No. 350 by the Martin County Board of County Commissioners dated July 26, 1988 and recorded on August 11, 1988 in O.R. Book 776, Page 1378, Public Records of Martin County, Florida (Sea Turtles).
5. Resolution recorded in Deed Book 39, Page 417, Public Records of Martin County, Florida.
6. Utility Easement to the Town of Jupiter Island recorded in O.R. Book 2319, Page 2049, Public Records of Martin County, Florida.
7. Resolution of Special Assessment recorded January 6, 2022, in O.R. Book 3284, Page 1078, Public Records of Martin County, Florida.
8. Covenants, conditions and restrictions contained in Warranty Deed recorded in Deed Book 40, Page 571, and restated in Deed Book 37, Page 157, Public Records of Martin County, Florida, omitting any such covenants or restrictions based on race color religion.
9. Note: The subject property appears to border on a body of water.
10. Rights of the lessees under unrecorded leases.

Other Encumbrances:

1. Terms and Conditions of the unrecorded Trust referred to in instruments recorded in O.R. Book 1189, Page 838; O.R. Book 3259, Page 1761, Public Records of Martin County, Florida, and subject to the rights, title and interest of all beneficiaries named in said trust.

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

TITLE SEARCH REPORT

Fund File Number: 1336576

1. *General or special taxes and assessments required to be paid in the year 2022 and subsequent years.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
8. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

TITLE SEARCH REPORT

Fund File Number: 1336576

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.

TITLE SEARCH REPORT
Exhibit A

Fund File Number: 1336576

Lot 19, Isle Ridge, according to the map or plat thereof as recorded in Plat Book 2, Page 53, Public Records of Martin County, Florida.

SIMMONS & WHITE
2581 Metrocentre Blvd West, Suite 3 West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452



TRAFFIC ENGINEERING STUDY

PLAT OF CORAL RIDGE
2-LOT SUBDIVISION
TOWN OF JUPITER ISLAND, FLORIDA

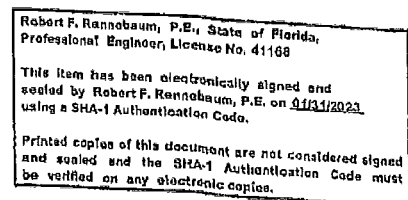
Prepared for:

Marc R. Gaylord, P.A.
12000 SE Old Dixie Highway
Hobe Sound, Florida 33455

Job No. 23-020

Digitally signed by Robert F. Rennebaum
Date: 2023.01.31 11:42:08 -05'00'

Robert F. Rennebaum, P.E.
FL Reg. No. 41168



Plat of Coral Ridge
Job No. 23-020

Page 12

1.0 SITE DATA

The subject parcel consists of two existing platted lots located on the west side of South Beach Road in the Town of Jupiter Island, Florida:

Lot 1 of Coral Crest Subdivision (Plat Book 14, Page 60)
Property Control No. 35-38-42-030-000-00010-0

Lot 19 Isle Ridge Subdivision (Plat Book 2, Page 53)
Property Control No. 35-38-42-010-000-00190-6

Proposed modifications consist of re-platting the two existing platted lots to reconfigure the lot lines, resulting in two new lots. No change in the number of lots is proposed. Site access for Lot 1 (the existing residence at 252 South Beach Road) is existing via an existing driveway connection to South Beach Road. Site access for Lot 2 (the westerly lot) is existing via an existing driveway connection to South Beach Road. An alternate access is available to Lot 2 at the northeast corner of the site via Isle Ridge Road West to Isle Ridge leading to South Beach Road.

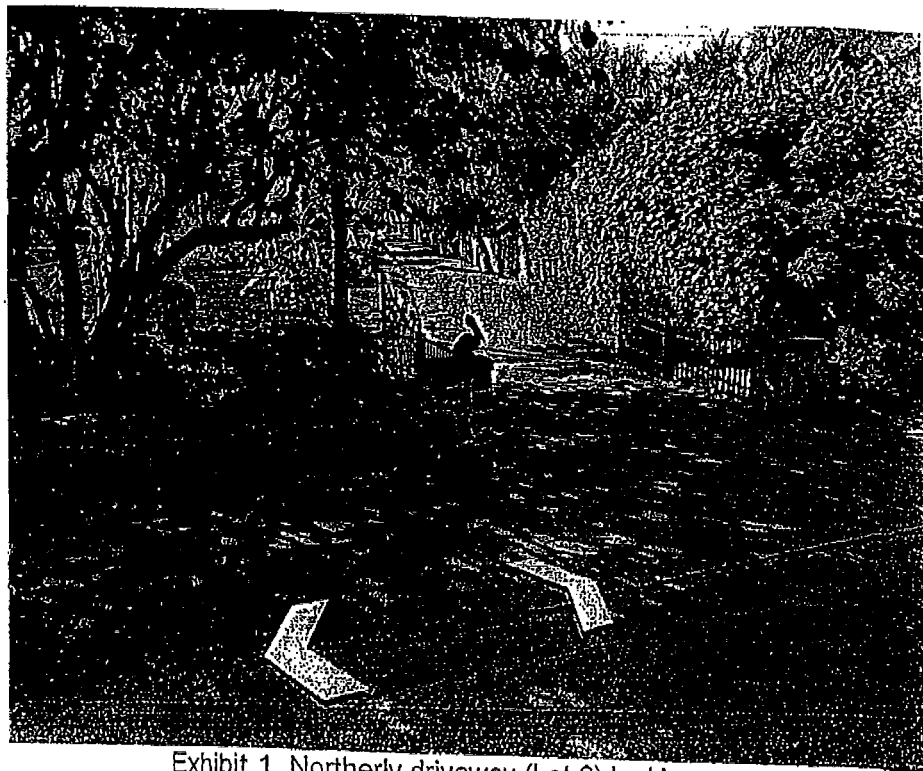


Exhibit 1, Northerly driveway (Lot 2) looking west.

1.0 SITE DATA (CONT.)

Plat of Coral Ridge
Job No. 23-020

Page | 3

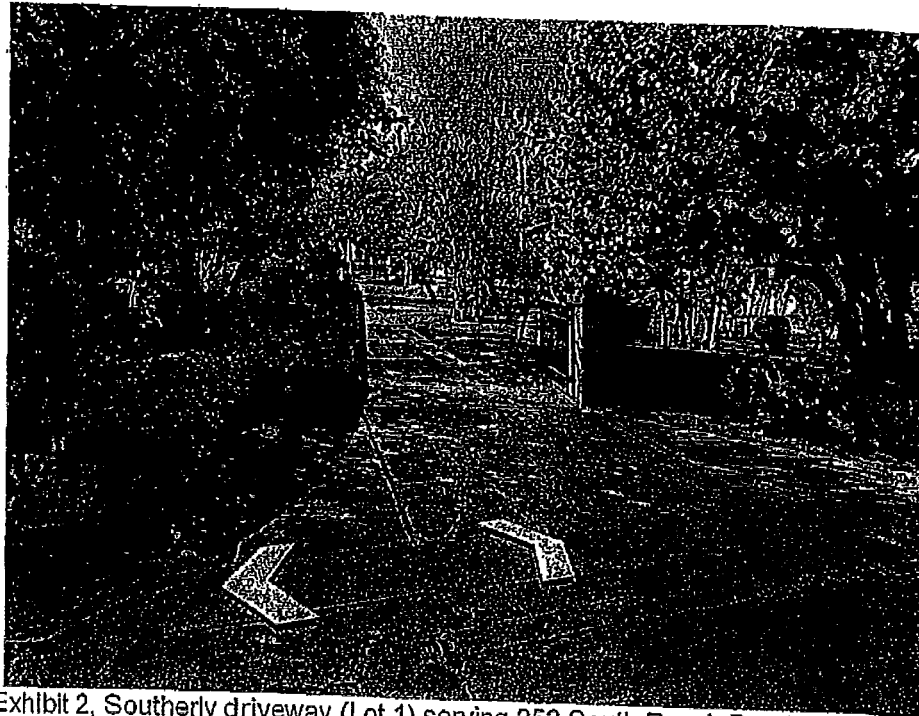


Exhibit 2, Southerly driveway (Lot 1) serving 252 South Beach Road, looking west.

For additional information concerning site location and lot layout, please refer to the proposed plat of Coral Ridge prepared by R.L. Vaught & Associates, Inc.

2.0 TRAFFIC GENERATION

The traffic generation for the two existing platted lots has been calculated in accordance with the traffic generation rates listed in the *ITE Trip Generation Manual, 10th Edition* as shown in Tables 1-3 attached with this report. Table 1 shows the daily traffic generation associated with the approved development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic generated by the approved two lots may be summarized as follows:

Approved Development

Daily Traffic Generation	=	19 tpd
AM Peak Hour Traffic Generation (In/Out)	=	1 pht (0 In/1 Out)
PM Peak Hour Traffic Generation (In/Out)	=	2 pht (1 In/1 Out)

2.0 TRAFFIC GENERATION (CONT.)

Plat of Coral Ridge
Job No. 23-020

Page | 4

The traffic to be generated by the proposed reconfigured two-lot subdivision has also been calculated in accordance with traffic generation rates listed in the *ITE Trip Generation Manual, 10th Edition* as shown in Tables 4-6. Table 4 shows the daily traffic generation associated with the proposed plan of development. Tables 5 and 6 show the A.M. and P.M. peak hour traffic generation, respectively. The traffic to be generated by the proposed two-lot subdivision may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	19 tpd
AM Peak Hour Traffic Generation (In/Out)	=	1 pht (0 In/1 Out)
PM Peak Hour Traffic Generation (In/Out)	=	2 pht (1 In/1 Out)

The difference in traffic generation as a result of reconfiguring the existing lot lines (2 lots, no change) is shown in Table 7 and may be summarized as follows:

Trip Generation Increase

Daily Traffic Generation	=	0 tpd
A.M. Peak Hour Traffic Generation	=	0 pht (0 IN/0 OUT)
P.M. Peak Hour Traffic Generation	=	0 pht (0 IN/0 OUT)

3.0 SITE RELATED IMPROVEMENTS

The A.M. and P.M. peak hour turning movement volumes and directional distributions at the project entrances will not change.

Because there is no change in traffic volumes associated with the proposed lot reconfiguration, no site access modifications appear warranted.

4.0 TRAFFIC CONTROL DEVICES & SIGN LOCATIONS

Because there is no change in the number of lots (or traffic volumes), no additional traffic control devices or signs appear warranted.

5.0 CONCLUSION

As shown in Table 7, the requested lot reconfiguration will not result in an increase in daily, AM peak hour or PM peak hour trips. The replat is anticipated to have no impact on the surrounding roadways and is approvable with regard to traffic.

sa: x:\Doc\projects\23-020\trafficengineeringstudy

CORAL RIDGE SUBDIVISION

01/30/2023

EXISTING 2-LOT SUBDIVISION TRAFFIC GENERATION

TABLE 1 - Daily Traffic Generation

Land Use	Code	Intensity	Rate/Equation	Dir Split In/Out	Gross Trips In/Out Total	Internalization % In/Out Total	External Trips In/Out Total	Pass-by % In/Out Total	Net Trips In/Out Total
Single Family Detached	210	2	9.44		19	0	19	0%	19
Grand Totals:					19	0.0%	19	0%	19

TABLE 2 - AM Peak Hour Traffic Generation

Land Use	Code	Intensity	Rate/Equation	Dir Split In/Out	Gross Trips In/Out Total	Internalization % In/Out Total	External Trips In/Out Total	Pass-by % In/Out Total	Net Trips In/Out Total
Single Family Detached	210	2	0.74	0.25 / 0.75	0 / 1	0.0%	0 / 1	0%	0 / 1
Grand Totals:					0 / 1	0.0%	0 / 1	0%	0 / 1

TABLE 3 - PM Peak Hour Traffic Generation

Land Use	Code	Intensity	Rate/Equation	Dir Split In/Out	Gross Trips In/Out Total	Internalization % In/Out Total	External Trips In/Out Total	Pass-by % In/Out Total	Net Trips In/Out Total
Single Family Detached	210	2	$Lr(T) = 0.96 Lr(Q) + 0.20$	0.33 / 0.37	1 / 1	0.0%	0 / 1	0%	0 / 1
Grand Totals:					1 / 1	0.0%	0 / 1	0%	0 / 1

Agenda Item 7 - Ordinance 13921



X:\Documents\PROJECTS\2023\23-020 252 S. Beach Road\Trip Gen.xlsx
BK

CORAL RIDGE SUBDIVISION

PROPOSED RECONFIGURED 2-LOT SUBDIVISION TRAFFIC GENERATION

TABLE 4 - Daily Traffic Generation

Land Use	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % In Out Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
Single Family Detached	210	2	9.44		19	0%	19	0%	19
Grand Totals:					19	0.0%	19	0%	19

TABLE 5 - AM Peak Hour Traffic Generation

Land Use	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % In Out Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
Single Family Detached	210	2	0.74	0.25 0.75	0 1 1	0.0%	0 1 1	0%	0 1 1
Grand Totals:					0 1 1	0.0%	0 1 1	0%	0 1 1

TABLE 6 - PM Peak Hour Traffic Generation

Land Use	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % In Out Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
Single Family Detached	210	2	$L_n(T) = 0.56 L_n(X) + 0.20$	0.53 0.37	1 1 2	0.0%	1 1 2	0%	1 1 2
Grand Totals:					1 1 2	0.0%	1 1 2	0%	1 1 2



CORAL RIDGE SUBDIVISION

TABLE 7
TRAFFIC GENERATION INCREASE

	DAILY	AM PEAK HOUR		PM PEAK HOUR	
		TOTAL	IN	TOTAL	OUT
APPROVED DEVELOPMENT	19	1	0	1	1
PROPOSED DEVELOPMENT	19	1	0	2	1
INCREASE	0	0	0	0	0



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ORDINANCE 393

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 II, SECTION 1.00 TO ADD DEFINITIONS; PROVIDING FOR AMENDMENTS TO THE TOWN'S RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, SECTION 2.01 TO DELETE A SUBSECTION REGARDING FLOOR AREA; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.01 ADDING A NEW REGULATION "C" REGARDING THE MEASUREMENT OF THE INITIAL MEASURING POINT AS IT PERTAINS TO BUILDING HEIGHT AND THE PLACEMENT OF FILL; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.10 REGARDING THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES; PROVIDING FOR THE AMENDMENT OF ARTICLE X, SECTIONS 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11 AND 3.13 TO CHANGE THE WORD "SHALL" TO "MAY"; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 10, SECTION 10.02 TO ADD ADDITIONAL STAGING PLAN STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) 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 Town's Code of Ordinances (Code); and,

WHEREAS, as part of the review of the Town's LDR, the Town's Administrative Official has concluded that amendments to certain Articles of the LDR are necessary and appropriate; and,

WHEREAS, the Town Commission has reviewed the proposed revisions to the Town's LDR and has determined that it is appropriate to incorporate them into the LDR

contained in Appendix A of the Code.

**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 finding of the Town Commission.

Section 2. Article II, Section 1.00 “Definitions” is hereby amended to add the following definitions.

Sec. 1.00 Definitions.

Throughout these regulations, the following terms or words shall have the meanings indicated:

Accessway: The means of ingress and egress to property from a publicly dedicated right-of-way.

Accessory building (also, accessory structure): A detached, obviously subordinate building or structure that contains an accessory use, and which is located on the same lot as that of the principal building.

Accessory use: A use that is customarily and typically incidental to and subordinate to the principal use.

Administrative official: The town manager or the member of the town professional staff authorized by the town commission to enforce, interpret or administer these regulations.

Apparent mass: The perceived mass of an object when it is viewed from a particular vantage point and is placed in a particular context. The apparent mass of a building or structure is affected by such factors as size, configuration, design, orientation, topography, landscaping, distance, articulation, fenestration, color, the horizon, and other nearby buildings or structures.

Basement: A part of a building which:

1. Has a ceiling which is no higher than three feet above the adjacent ground level if located within the footprint of the first floor, or
2. Has a ceiling which is completely below ground level if located outside the footprint of the first floor.

(See Illustration 1: Basement, Exhibit A)

Bedroom: A bedroom is a room that can be used for sleeping and that:

1. Has a minimum of 70 square feet of conditioned space.

2. Is located along an exterior wall.
3. Has a closet and a door.
4. Has an emergency means of escape and rescue opening to the outside.

A room may not be considered a bedroom if it is used to access another room.

A bedroom does not include a hallway, bathroom, kitchen, living room, family room, dining room, den, breakfast nook, pantry, laundry room, sunroom, recreation room, media/video room, or exercise room.

Brush bin: A bin that is intended for the orderly collection of cut limbs, vegetation, and the like on a temporary basis until such debris can be removed from the property.

Building envelope: The three-dimensional area within a lot which is enclosed its sides by vertical planes extending from applicable setback lines and on the top by the applicable height limitation. (See Illustration 2: Building Envelope, Exhibit A)

Building: A permanent structure that has a roof and walls. Such term shall be construed as if followed by the phrase "or part thereof."

Building height: The height of a building, measured as provided in article IV, section 2.00.

Building, one-story: A building or portion of a building is one-story if it appears to contain one story, in that the outside walls of the building are no taller than 14 feet in height and:

1. If the roof is flat, the building is no taller than 16 feet in height. (See Illustration 3: Building Stories, Flat Roof, Exhibit A)
2. If the roof is sloped at an angle of less than or equal to three feet of height for every 12 feet in roof length, or is sloped at an angle of greater than or equal to two feet of height for every 12 feet in roof length but does not terminate at a peak or ridge, the building is no taller than 27 feet in height. (See Illustration 4: Building Stories, Pitched Roof 3:12 or Less, Exhibit A)
3. If the roof terminates at a peak or ridge and is sloped roof at an angle of greater than three feet of height for every 12 feet of roof length, the building is no taller than 30 feet in height. (See Illustration 5: Building Stores, Pitched Roof Greater than 3:12, Exhibit A)

Center line: The line midway between the side lines of a road right-of-way or the surveyed and prescribed center line established by Martin County, the State of Florida, or the town commission for a road right-of-way, which may or may not be the line midway between the existing or proposed side lines.

Certificate of appropriateness: A document evidencing the approval of the town commission for alterations to a designated historic building or landmark.

Certificate of occupancy: A statement signed by the administrative official setting forth that a building legally complies with the provisions of these regulations and that the same may be used for the purposes stated therein.

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 the Hurricanes (SLOSH) computerized storm surge model.

Common property line: A property boundary shared by more than one lot.

Completely enclosed: A building space bounded on all sides by a roof, the ground or floor, and exterior walls.

Comprehensive plan: The official public documents adopted by the town commission pursuant to Chapter 163, Part II, Florida Statutes, and Florida Administrative Code § 9J-5.

Contiguous: Contiguous means sharing a common property line.

Crown level, street: Center line elevation of the contiguous street.

Development, or to develop: The construction, alteration, demolition, or relocation of any building or structure on a lot, or a change in the use of a lot, or the modification of the physical characteristics of a lot. To develop is the act of creating development.

Development permit: Any order or permit granting, or granting with conditions, the right to develop.

Dwelling: A building used for human habitation.

Entrance feature: Any combination of decorative structures, hardscape elements, landscape elements, or combination thereof, located at the entrance to a property or along the right-of-way boundaries, created with the expressed purpose of identifying or drawing attention to the property and/or exercising control of ingress and egress to the property. An entrance feature may include, although not necessarily be limited to, statues, decorative structures, earthworks, water bodies, fountains, ornamental light structures, flagpoles and landscape elements, either singly or in any combination thereof.

Executive/employee/group vacation retreat: Simultaneous use or occupancy of a dwelling unit by a group of individuals other than a family.

Family: One or more persons occupying a single dwelling; however, no more than five unrelated persons who are not gainfully employed on the premises shall constitute a family.

Floor area: The sum of all of the areas of building floors and areas under certain other structures, measured as provided in article IV, section 2.01.

Floor area ratio (FAR): A measure of intensity of development, determined by dividing the total floor area on a lot by the lot area. (See Illustration 8: Floor Area Ratio, Exhibit A)

Front building line: The line of the exterior wall of the building nearest to the front line of the lot. (See Illustration 9: Front Building Line, Exhibit A)

Frontage, street: The portion of a lot that abuts a street. (See Illustration 10: Lot Width, Lot Depth, and Frontage, Exhibit A)

Garage: A building or portion of a building used for the parking or storage of motor vehicles.

Guest house or cottage: A building used as a temporary residence by non-paying guests.

Habitable Space: a space in a building for living, sleeping, eating or cooking.

Bathrooms, toilet rooms, closets, halls, screen enclosures or utility spaces and similar areas are not considered habitable spaces.

Land clearing: The felling or removal of any tree or removal of 15 percent or more of underbrush on unimproved land, or the placement or excavation of more than 50 cubic yards of soil.

Landscaped area: Land which is planted with and supports native or landscape plants.

Living Space: A space within a dwelling unit utilized for living, sleeping, eating, cooking bathing, washing and sanitation purposes. For this definition, living space and floor area are the same.

Living Space within a basement that was developed prior to the adoption of this ordinance, shall not be included in non-conforming uses providing the property is not redeveloped over 50%.

Lot: A parcel of land platted as a lot pursuant to the laws of the State of Florida, or described by metes and bounds.

Lot of record: A platted lot which complied with each and every requirement of the Code of Ordinances and Land Development Regulations of the Town of Jupiter Island when the lot was recorded in the Office of the Clerk of the Circuit Court of Palm Beach or Martin County.

Lot area: The total land area of a lot. Lot area does not include submerged land for purposes of calculating floor area.

Lot, corner: A lot which is contiguous to two or more intersecting streets. (See Illustration 10: Lot Width, Lot Depth, and Frontage, Exhibit A)

Lot coverage: The percentage of the lot area that occupied by the footprint of floor area.

Lot depth: The shortest distance from the front lot line to the rear lot line measured in the general direction of the side lot lines. (See Illustration 10: Lot Width, Lot Depth, and Frontage, Exhibit A)

Lot line: The boundary of a lot.

Lot line, front: The lot line nearest to the principal street from which a lot takes access.

Lot line, rear: The lot line opposite the front lot line.

Lot line, side: Any lot line other than the front lot line or the rear lot line.

Lot width: The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lines of the lot's building envelope. (See Illustration 10: Lot Width, Lot Depth, and Frontage, Exhibit A)

Manufactured housing: Housing that is manufactured in accordance with Florida Statutes defining manufactured housing.

~~*National Geodetic Vertical Datum ("NGVD"):* "Sea level" according to the National Geodetic Vertical Datum of 1929. Where referred to after a measurement, NGVD indicates that the measurement refers to an elevation above "sea level" (for example, 8.0 NGVD means eight feet above the established point for "sea level").~~

NAVD. North American Vertical Datum 1988. The North American Vertical Datum of 1988 is a survey leveling measurement for elevation that is tied to a single point of origin designated for survey use in the United States and Canada. This vertical reference datum supersedes and should replace the use of the National Geodetic Vertical Datum of 1929.

One-story porch or portico: An attached part of the main residence which is characterized by at least two open sides and a roof which is not taller than 14 feet in height. Open sides include those which are screened. (See Illustration 11: One-Story Porch or Portico, Exhibit A)

Owner of record: The owner of a lot as listed on the current Martin County tax roll.

Parking area: An area which is used for the parking of motor vehicles, including paved open areas, garages, and carports.

Plat: A map depicting the division or subdivision of land into lots, blocks, parcels, tracts, or portions thereof, however the same may be designated, prepared in accordance with the provisions of these land development regulations and F.S. § 177.

Plat of record: A plat recorded in the official records of Palm Beach or Martin County, Florida.

Public park: Any publicly owned park, playground, beach, parkway or other recreation area or open space, as well as areas designed as such in the public or recreational districts.

Reverse osmosis plant: An onsite facility to extract ground water or saline surface water and process the water for use through membranes as potable or irrigation quality water in excess of 250 gallons per day and dispose of residue wastewater or concentrate discharge. A reverse osmosis (RO) plant is prohibited in all zoning districts except as an accessory use approved by the board of adjustment using alternative development standards set forth in article X, section 3.13.

Roof, flat: A roof sloped at an angle of less than two feet of height for every 12 feet in roof length. If 50 percent or more of the area under roof is covered by a flat roof, the entire roof is a flat roof for the purposes of these land development regulations.

Sign: Any display of characters, letters, illustrations, or the complete structure on which any characters, letters, illustrations are stated, printed or applied (except buildings to which same may be attached).

Sign area: The background area upon which the message of a sign is placed, not including supporting structures of two inches in width or less that are without lettering or identification markings. If a sign does not have an obvious background area, the sign area is the area of the smallest rectangle which can enclose all of the letters and symbols of the sign. (See Illustration 12: Sign Area, Exhibit A)

Significant tree: A tree that has a significant impact on the visual character of a lot when viewed from adjoining properties or public rights-of-way; or a tree of 20 inches or greater in diameter at breast height located anywhere on a lot.

Single building: A single building is one which is separated by a linear distance of at least 25 feet from other buildings, measured from the closest points of the buildings, and which is landscaped in a manner that makes it appear to be a distinct and separate building from all vantage points. (See Illustration 13: Single Buildings, Exhibit A)

Single-family dwelling: As used in these regulations, shall mean a building or buildings on a property zoned for the single-family use and used for habitation of a single "family" as defined herein.

Street: A strip of land, owned privately or publicly, which affords the principal means of access to abutting property.

Staff quarters: A living area occupied by persons who are employed to provide maintenance or domestic services on the premises.

Streetscape plan: Text and drawings showing the planting of vegetation on private property between the front lot line and the front line of the building or on the public rights-of-way, with approval of the town and, in appropriate instances, Martin County and plantings which minimize the visual effect of structures from adjoining properties.

Subdivision: Subdivision means:

1. The division of any lot, lot of record, or parcel of land into two or more lots, parcels, tracts, tiers, blocks or units; or
2. The establishment or dedication of a new street or alley through a lot, lot of record, or parcel of land; or
3. Any combination or joinder of a lot, lot of record, or parcel of land (or portions thereof) with one or more other lots, lots of record, or parcels of land (or portions thereof); or
4. A subdivision shall not include joinder by unity of title of contiguous or abutting lots in the event said unity of title is approved by the town's administrative official, is recorded, and contains restrictions which shall run with the land providing that the unity of title shall not be used for purposes of increasing or intensifying building size, setbacks or other related standards otherwise applicable on the lot or lots standing alone prior to joinder by unity of title; providing further that said unity of title shall not be severed or released without approval of the town commission; neither shall a subdivision include a joinder of lots with the Martin County Property Appraiser's office for purposes of obtaining homestead status on the joined lots; providing that said joinder shall not be used for purposes of increasing or intensifying building size, setbacks or

other related standards otherwise applicable on the lot or lots standing alone prior to said joinder.

Subdivision, minor: A minor subdivision is any subdivision that:

1. Contains less than three lots before or after the subdivision; and
2. Contains a total of less than five acres of land; and
3. Does not create any additional developable lots than previously existed; and
4. Does not include new public infrastructure demands or modifications to public infrastructure.

Submerged land: Land which is submerged beneath the waters of the Intracoastal Waterway, the Indian River, or the Atlantic Ocean at mean high tide.

Substantially improved or reconstructed/substantial improvements or reconstruction: Construction or installation which either increases the floor area of a building by more than 50 percent or costs more than 50 percent more than the fair market value of the improvements on the lot, or both.

Terrace: An unoccupied open space, which is bounded on at least one, but not more than three sides, by the walls of a building. It may be bounded on one or more of the other sides by a wall or similar enclosure having a height of three feet or less.

Tree: Any plant having a trunk diameter of more than six inches or a height of more than ten feet.

Underbrush: Any plant other than a tree.

Undesirable plant: Any uncultivated vine or any plant or tree of the following species:

1. *Melaleuca Quinquenervia*, commonly known as punk tree, cajeput, or paper bark; and
2. *Schinus Terebinthifolius*, commonly known as Brazilian pepper or Florida holly.

Unity of title: An agreement for the benefit of the town evidenced by a document recorded in the Office of the Clerk of the Circuit Court of Martin County stipulating that specified parcels of land shall be held under single ownership and not divided or transferred, except in their entirety, unless first approved by the town commission after review of, and recommendation from, the board of adjustment.

Use: Any purpose for which a building or a tract of land may be designed, arranged, intended, maintained or occupied; or any activity, occupation, business or operation carried on, or intended to be carried on, in a building or on a tract of land.

Use, principal: The primary purpose for which land or a building is used as permitted in the applicable zoning district.

Wireless communications antenna: Any exterior device used in communications that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communications signals. This term does not include over-the-air reception devices which deliver or receive broadcast signals, direct broadcast signals, direct broadcast satellite

services or multichannel multipoint distribution services, as defined and regulated by 47 C.F.R. § 1.4000, as amended.

Yard: A required open space clear from the ground upward, unoccupied and unobstructed by any building. (See Illustration 6: Yards, Exhibit A)

Yard, front: A yard extending across the front of a lot, being at least the required minimum distance between the front lot line and the front of any building. (See Illustration 6: Yards, Exhibit A)

Yard, rear: A yard extending across the rear of a lot, being at least the required minimum distance between the rear property line and the rear of any building. (See Illustration 6: Yards, Exhibit A)

Yard, side: A yard between any building and the side lot line, extending from the required front yard to the required rear yard and being at least the minimum horizontal distance between a side lot line and the side of any building. (See Illustration 6: Yards, Exhibit A)

Section 3. Article III, Divisions 1 through 8 are hereby amended as follows:

DIVISION 1. ZONING DISTRICTS: BOUNDARIES; APPLICABILITY

Sec. 1.00. Zoning districts established.

A. The town is divided into the following districts:

1. 2-Acre Estate Residential District "A-80".
2. 1-Acre Estate Residential District "B-40".
3. Central Riverfront Residential District "C-35".
4. Island Residential District "D-25".
5. Island Core Residential District "E-12".
6. Island Core Residential District "F-15".
7. South Island Core Residential District "G-35".
8. Recreation Club District "RCD".
9. Public Lands District "PLD".
10. Conservation/Preservation District "CPD".

B. These districts shall apply to all land in the town in the manner shown on a map entitled the Official Zoning Map of the Town of Jupiter Island ("official zoning map"), which is provided in Exhibit "B" to these land development regulations.

Sec. 1.01. Interpretation of district boundaries

Where uncertainty exists with respect to the location of any district boundaries as shown on the official zoning map, the following rules shall govern:

- A. Where district boundaries follow the outside lines of plats which have been recorded in the public records of Martin or Palm Beach County, Florida, such outside lines of plats shall be the boundaries of the district.
- B. Where district boundaries follow recorded lot lines, such lot lines shall be the boundaries of the district.
- C. Where district boundaries follow the ocean, a stream, a lake or any other body of water, the boundary line shall be the limit of the jurisdiction of the town unless otherwise indicated on the official zoning map.
- D. If, for any reason, it is determined that any land is not located within a zoning district on the official zoning map, the property shall be deemed to be located within the B-40 District determined to be otherwise by the town commission.

Sec. 1.02. Applicability.

Except as hereinafter provided, no building, structure, or land shall be used or occupied, and no building, structure, or part thereof shall be erected, moved, or altered, except in conformity with the regulations of this article for the zoning district in which the building or land is located.

DIVISION 2. "A-80 DISTRICT": 2-ACRE ESTATE RESIDENTIAL DISTRICT

Sec. 2.00. Permitted uses.

The following uses are permitted in the A-80 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 2.01. Prohibited uses.

The following uses are prohibited in the A-80 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor – or dust-producing substances or uses within 50 feet of any lot line.

- C. Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

Sec. 2.02. Development standards.

Development within the A-80 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per two acres of lot area.
- B. *Building limit*. No lot shall be developed with more than one single-family dwelling unit.
- C. *Building height*. The height of any building shall not exceed two stories.
- D. *Minimum lot area*. The minimum lot area is two acres.
- E. *Minimum lot width*. The minimum lot width is 200 feet.
- F. *Permitted floor area*. The maximum floor area permitted on any lot within this district shall not exceed a floor area of:
 - 1. Seventeen and one-quarter percent of the lot area that is less than or equal to one acre; plus
 - 2. Seven percent of the lot area that is greater than one acre, but less than or equal to four acres; plus
 - 3. Three and one-half percent of the lot area that is greater than four acres.
- G. *Maximum floor area of single building*. The maximum floor area of a single building principle dwelling shall not exceed 10,000 square feet.
 - 1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.
 - 2. For this section, floor area and living space are the same.
- H. *Required yards*. Each lot shall have front, side and rear yards that are equal to or greater than the following:
 - 1. *Front yard*: 50 feet.
 - 2. *Side yard*:
 - a. Twenty-five feet for one-store buildings.

- b. Thirty feet for two-story building. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
- 3. *Rear yard*: 50 feet except for waterfront lots, which shall comply with article IV, section 3.02
- I. *Permitted encroachments*. Eaves and overhangs of 30 inches in depth may encroach into any required yard.
- J. *Required landscaping*. Minimum landscaped area shall be 50 percent of the lot area.

DIVISION 3. "B-40 DISTRICT": 1-ACREA ESTATE RESIDENTIAL DISTRICT

Sec. 3.00. Permitted uses.

The following uses are permitted in the B-40 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 3.02. Development standards.

Development within the B-40 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per acre of lot area.
- B. *Building limit*. No lot shall be developed with more than one single-family dwelling unit.
- C. *Building height*. The height of any building shall not exceed two stories.
- D. *Minimum lot area*. The minimum lot area is one acres.
- E. *Minimum lot width*. The minimum lot width is 140 feet.
- F. *Permitted floor area*.
 - 1. The maximum floor area permitted on any lot within this district shall not exceed a floor area of:
 - a. Seventeen and one-quarter percent of the lot area that is less than or equal to one acre; plus
 - b. Seven percent of the lot area that is greater than one acre, but less than

or equal to four acres; plus

- c. Three and one-half percent of the lot area that is greater than four acres.
- 2. For the purpose of calculating maximum floor area, the lot area of two lots which are separated by a roadway may be combined, if:
 - a. The lot from which the floor area is transferred lies between the Intracoastal Waterway and a public road, and due to the location of the waterfront setback line and the setback requirements of the B-40 district, cannot reasonably be developed with a building; and
 - b. The lots which are the subject of the transfer of floor area:
 - (1) Are legally described as a single lot; or
 - (2) Are subject to a unity of title; or
 - (3) Are held under common ownership and a unity of title in recordable form is provided by the applicant and approved by the town in conjunction with the transfer of floor area; and
 - c. A "no build" easement over the property from which the floor area has been transferred is provided by the applicant in recordable form and approved by the town in conjunction with the transfer of floor area.

G. *Maximum floor area of single building.* The maximum floor area of a ~~single building~~ principle dwelling shall not exceed 10,000 square feet.

1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.

2. For this section, floor area and living space are the same.

- H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:
- 1. *Front yard:* 50 feet.
 - 2. *Side yard:*
 - a. Twenty feet for one-story buildings.
 - b. Twenty-five feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)

3. *Rear yard*: 50 feet except for waterfront lots, which shall comply with article IV, section 3.02.

DIVISION 4. "C-35 DISTRICT": CENTRAL RIVERFRONT RESIDENTIAL DISTRICT

Sec. 4.00. Permitted uses.

The following uses are permitted in the C-35 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 4.01. Prohibited uses.

The following uses are prohibited in the C-35 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor- or dust- producing substances or uses within 50 feet of any lot line.
- C. Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

Sec. 4.02. Development standards.

Development within the C-35 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per 35,000 square feet of lot area.
- B. *Building limit*. No lot shall be developed with more than one single family dwelling unit.
- C. *Building height*. The height of any building shall not exceed two stories.
- D. *Minimum lot area*. The minimum lot area is 35,000 square feet.

- E. *Minimum width of lot.* The minimum width of a lot shall be 125 feet, measured at the front yard setback line and along the shore of the riverfront.
- F. *Percentage of lot coverage.*
1. The maximum floor area permitted on any lot within this district shall not exceed a floor area of:
 - a. Twenty percent of the lot area that is less than or equal to one acre; plus
 - b. Ten percent of the lot area that is greater than one acre, but less than or equal to four acres;
 - c. Three and one-half percent of the lot area that is greater than four acres.
 2. Second story portions of a single building shall not exceed 50 percent of the first floor footprint.
 3. The maximum floor area of a single building including second story shall not exceed 10,000 square feet.
 4. The following are excluded from the calculation of lot coverage in the C-35 District
 - a. Eaves and overhangs not wider than 30 inches.
 - b. One-story porches and/or porticos and or pergolas which do not exceed ten percent of the total lot cover.
- G. *Maximum floor area of single building.* The maximum floor area of a ~~single building~~ principle dwelling shall not exceed 10,000 square feet.
1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.
 2. For this section, floor area and living space are the same.
- H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:
1. *Front yard:* 30 feet.
 2. *Side yard:*
 - a. Twenty feet for one-story buildings.
 - b. Twenty-five feet for two-story buildings.
 3. *Rear yard:* 35 feet, except for waterfront lots, which shall comply with article

IV, section 3.02.

- H. *Permitted encroachments.* Eaves and overhangs of 30 inches in depth may encroach into any required yard.
- I. *Required landscaping.* Minimum landscaped area shall be 30 percent of the lot area.

DIVISION 5. "D-25 DISTRICT": ISAND CORE RESIDENTIAL DISTRICT

Sec. 5.00. Permitted uses.

The following uses are permitted in the D-25 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 5.01. Prohibited uses.

The following uses are prohibited in the D-25 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor- or dust- producing substances or uses within 50 feet of any lot line.
- C. Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

Sec. 5.02. Development standards.

Development within the D-25 District shall comply with the following standards:

- A. *Density.* Density shall not exceed one dwelling unit per 25,000 square feet of lot area.

- B. *Building limit.* No lot shall be developed with more than one single-family dwelling unit.
- C. *Building height.* The height of any building shall not exceed two stories.
- D. *Minimum lot area.* The minimum lot area is 25,000 square feet.
- E. *Minimum lot width.* The minimum lot width is 100 feet.
- F. *Permitted floor area.* The maximum floor area permitted on any lot within this district shall not exceed:
1. If the lot area is less than 37,500 square feet: 3,750 square feet or 20 percent of lot area, whichever is greater.
 2. If the lot area is greater than 37,500 square feet but less than or equal to one acre: 7,500 square feet.
 3. If the lot area is greater than one acre but less than or equal to four acres: 7,500 square feet plus seven percent of the lot area that is greater than one acre.
 4. If the lot area is greater than four acres: 16,650 square feet plus three and one-half percent of the lot area that is greater than four acres.
- G. *Maximum floor area of single building.* The maximum floor area of a ~~single building~~ principle dwelling shall not exceed 10,000 square feet.
1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.
 2. For this section, floor area and living space are the same.
- H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:
1. *Front yard:* 30 feet.
 2. *Side yard:*
 - a. If the lot width is 125 feet or less:
 - (1) Twenty feet for one-story buildings.
 - (2) Twenty-five feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
 - b. If the lot width is greater than 125 feet:
 - (1) Twenty-five feet for one-story buildings.

- (2) Thirty feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
- 3. *Rear yard*: 35 feet except for waterfront lots, which shall comply with article IV, section 3.02.
 - I. *Permitted encroachments*. Eaves and overhangs of thirty (30) inches in depth may encroach into any required yard.
 - J. *Required landscaping*. Minimum landscaped open space shall be equal to 30 percent of the lot area that is less than or equal to 25,000 square feet and 50 percent of the lot area that is greater than 25,000 square feet.

DIVISION 6. "E-12 DISTRICT": ISLAND CORE RESIDENTIAL DISTRICT

Sec. 6.00. Permitted uses.

The following uses are permitted in the E-12 District:

- A. Single-family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 6.01. Prohibited uses.

The following uses are prohibited in the E-12 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor- or dust- producing substances or uses within 50 feet of any lot line.
- C. Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

Sec. 6.02. Development standards.

Development within the E-12 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per 12,500 square feet of lot area.

- B. *Building limit.* No lot shall be developed with more than one single-family dwelling unit.
- C. *Building height.* The height of any building shall not exceed two stories.
- D. *Minimum lot area.* The minimum lot area is 12,500 square feet.
- E. *Minimum lot width.* The minimum lot width is 100 feet.
- F. *Permitted floor area.* The maximum floor area permitted on any lot within this district shall not exceed:
1. If the lot area is less than 37,500 square feet: 3,750 square feet or 20 percent of lot area, whichever is greater.
 2. If the lot area is greater than 37,500 square feet but less than or equal to one acre: 7,500 square feet.
 3. If the lot area is greater than one acre but less than or equal to four acres: 7,500 square feet plus seven percent of the lot area that is greater than one acre.
 4. If the lot area is greater than four acres: 16,650 square feet plus three and one-half percent of the lot area that is greater than four acres.
- G. *Maximum floor area of single building.* The maximum floor area of a ~~single building~~ principle dwelling shall not exceed 10,000 square feet.
1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.
 2. For this section, floor area and living space are the same.
- H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:
1. *Front yard:* 30 feet.
 2. *Side yard:*
 - a. If the lot width is 125 feet or less:
 - (1) Twenty feet for one-story buildings.
 - (2) Twenty-five feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
 - b. If the lot width is greater than 125 feet:

- (1) Twenty-five feet for one-story buildings.
- (2) Thirty feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines, Exhibit A)
- 3. *Rear yard*: 35 feet except for waterfront lots, which shall comply with article IV, section 3.02.
 - I. *Permitted encroachments*. Eaves and overhangs of 30 inches in depth may encroach into any required yard.
 - J. *Required landscaping*. Minimum landscaped open space shall be equal to 30 percent of the lot area that is less than or equal to 25,000 square feet and 50 percent of the lot area that is greater than 25,000 square feet.

DIVISION 7. "F-15 DISTRICT": ISLAND CORE RESIDENTIAL DISTRICT

Sec. 7.00 Permitted uses.

The following uses are permitted in the F-15 District:

- A. Single family dwelling.
- B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 7.01. Prohibited uses.

The following uses are prohibited in the F-15 District:

- A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.
- B. Storage of manure or odor- or dust- producing substances or uses within 50 feet of any lot line.
- C. Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.
- D. Executive/employee/group vacation/retreats are prohibited in this zoning district.
- E. Any other use not specifically permitted in these regulations.

Sec. 7.02. Development standards.

Development within the F-15 District shall comply with the following standards:

- A. *Density*. Density shall not exceed one dwelling unit per 15,000 square feet of lot area.
- B. *Building limit*. No lot shall be developed with more than one single family dwelling unit.
- C. *Building height*. The height of any building shall not exceed two stories.
- D. *Minimum lot area*. The minimum lot area is 15,000 square feet.
- E. *Minimum lot width*. The minimum lot width is 100 feet.
- F. *Permitted floor area*. The maximum floor area permitted on any lot within this district shall not exceed:
 - 1. If the lot area is less than 37,500 square feet: 3,750 square feet or 20% of lot area, whichever is greater.
 - 2. If the lot area is greater than 37,500 square feet but less than or equal to one acre: 7,500 square feet.
 - 3. If the lot area is greater than one acre but less than or equal to four acres: 7,500 square feet plus seven percent of the lot area that is greater than one acre.
 - 4. If the lot area is greater than four acres: 16,650 square feet plus three and one-half percent of the lot area that is greater than four acres.
- G. *Maximum floor area of single building*. The maximum floor area of a ~~single building~~ principle dwelling shall not exceed 10,000 square feet.
 - 1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.
 - 2. For this section, floor area and living space are the same.
- H. *Required yards*. Each lot shall have front, side and rear yards that are equal to or greater than the following:
 - 1. *Front yard*: 30 feet.
 - 2. *Side yard*:
 - a. If the lot width is 125 feet or less:
 - (1) Twenty feet for one-story buildings.

(2) Twenty-five feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines)

b. If the lot width is greater than 125 feet:

(1) Twenty-five feet for one-story buildings.

(2) Thirty feet for two-story buildings. (See Illustration 7: One- and Two-Story Setback Lines)

3. *Rear yard*: 35 feet except for waterfront lots, which shall comply with Article IV, Section 3.02.

I. *Permitted encroachments*. Eaves and overhangs of 30 inches in depth may encroach into any required yard.

J. *Required landscaping*. Minimum landscaped open space shall be equal to 30 percent of the lot area that is less than or equal to 25,000 square feet and 50 percent of the lot area that is greater than 25,000 square feet.

DIVISION 8. "G-35 DISTRICT": SOUTH ISLAND RESIDENTIAL DISTRICT

Sec. 8.00. Permitted uses.

The following uses are permitted in the G-35 District:

A. Single family dwelling.

B. Accessory uses which are customarily and typically incidental to a single family detached dwelling and do not involve any business activity, including staff quarters, garages and surface parking, guest houses, beach houses, greenhouses, garden storage structures, tennis courts, swimming pools, docks and dune crossovers. No more than two accessory buildings for living quarters shall be permitted. Pickleball courts shall be prohibited. Accessory uses not listed herein are prohibited, unless approved as an alternative accessory use by the board of adjustment.

Sec. 8.01. Prohibited uses.

The following uses are prohibited in the G-35 District:

A. The rental of any portion of a lot or building which does not include the use and occupancy of the single family dwelling which is the principal building on the lot.

B. Storage of manure or odor- or dust-producing substances or uses within 50 feet of any lot line.

C. Reverse Osmosis plants, except if the Reverse Osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.

D. Executive/employee/group vacation/retreats are prohibited in this zoning district.

E. Any other use not specifically permitted in these regulations

Sec. 8.02. Development standards.

Development within the G-35 District shall comply with the following standards:

- A. *Density.* Density shall not exceed one dwelling unit per acre of lot area.
- B. *Building limit.* No lot shall be developed with more than one single family dwelling unit.
- C. *Building height.* The height of any building shall not exceed two stories.
- D. *Minimum lot area.* The minimum lot area is one acres.
- E. *Minimum lot width.* The minimum lot width is 100 feet.
- F. *Permitted floor area.*
 - 1. The maximum floor area permitted on any lot within this district shall not exceed a floor area of:
 - a. Nineteen percent of the lot area that is less than or equal to one acre; plus
 - b. Seven percent of the lot area that is greater than one acre, but less than or equal to four acres; plus
 - c. Three and one-half percent of the lot area that is greater than four acres.
 - 2. For the purpose of calculating maximum floor area, the lot area of two lots which are separated by a roadway may be combined, if:
 - a. The lot from which the floor area is transferred lies between the Intracoastal Waterway and a public road, and due to the location of the waterfront setback line and the setback requirements of the G-35 district, cannot reasonably be developed with a building; and
 - b. The lots which are the subject of the transfer of floor area:
 - (1) Are legally described as a single lot; or
 - (2) Are subject to a unity of title; or
 - (3) Are held under common ownership and a unity of title in recordable form is provided by the applicant and approved by the town in conjunction with the transfer of floor area; and
 - c. A "no build" easement over the property from which the floor area has been transferred is provided by the applicant in recordable form and approved by the town in conjunction with the transfer of floor area.
- G. *Maximum floor area of single building.* The maximum floor area of a ~~single~~

~~building~~ principle dwelling shall not exceed 10,000 square feet.

1. The maximum floor area of an accessory building or an accessory building used for Living Quarters shall not exceed one third of the square footage of the principal dwelling.

2. For this section, floor area and living space are the same.

H. *Required yards.* Each lot shall have front, side and rear yards that are equal to or greater than the following:

1. *Front yard:* 50 feet.

2. *Side yard:*

a. If the lot width is 125 feet or less:

(1) Fifteen feet for one-story buildings.

(2) Twenty feet for two-story buildings.

b. If the lot width is greater than 125 feet:

(1) Twenty feet for one-story buildings.

(2) Twenty-five feet for two-story buildings.

3. *Rear yard:* Waterfront lots shall comply with article IV, section 3.02.

I. *Permitted encroachments.* Eaves and overhangs of 30 inches in depth may encroach into any required yard.

J. *Required landscaping.* Minimum landscaped area shall be 50 percent of the lot area.

Section 4. Article IV, Division 2, Section 2.01 Floor Area is hereby amended as follows:

Sec. 2.01. Floor area.

Floor area is measured as follows:

A. All areas on all floors of all buildings which are included within the outside faces of their exterior walls, including floor penetration areas for circulation and shaft areas that connect one floor to another, except basements and other floors below the first floor, which are counted as provided in paragraphs D and E of this section (See Illustration 14: Floor Area Measurement, Buildings, Exhibit A), plus

- B. If any portion of a building is taller than one-story, a second floor will be assumed for that portion of the building, regardless of whether the floor is in place (See Illustration 14: Floor Area Measurement, Buildings, Exhibit A), plus
- C. Fifty percent of all areas described in paragraphs 1, 2, 3, 4 and 5, below, with no specific area counted more than once:
 - 1. Areas which are covered, but not completely enclosed by walls (including but not limited to gazebos, trellises, porticos, pergolas, patios, balconies, carports, and porches) (See Illustration 15: Floor Area Measurement, Balconies, Exhibit A), except that with regard to these structures or buildings any area which is enclosed by walls which are less than three feet in height and are directly underneath a building or structure which is constructed on pilings pursuant to the requirements of state or federal law. the following are not counted as floor area:
 - ~~a. Ten percent of the maximum permitted floor area on the parcel proposed for development or 1,000 square feet (both measured without the 50 percent adjustment), whichever is less; and, in addition,~~
 - ~~b. The unenclosed areas, and any areas which are enclosed by walls which are less than three feet in height, which are directly underneath a building which is constructed on pilings, in instances in which such construction is required by state or federal law.~~
 - 2. Areas which are covered by a roof overhang or balcony that extends more than 30 inches in horizontal distance from a building wall (See Illustration 15: Floor Area Measurement, Balconies and Illustration 16: Floor Area Measurement, Overhangs, Exhibit A).
 - 3. Areas which are open to the air, but completely surrounded by walls that are seven feet in height or taller, unless the walls have substantial penetrations that mitigate the appearance of mass (See Illustration 17: Floor Area Measurement, Walled-in Areas, Exhibit A).
 - 4. Areas of freestanding, uncovered decks, and uncovered porches which are attached to the first floor of a building, that are greater than seven feet in height to the top of the railing as measured from adjacent ground level (See Illustration 18: Floor Area Measurement, Decks, Exhibit A).
 - 5. Areas which are within screened enclosures.
- D. Basements do not count as floor area, and no floor or part of a floor which would otherwise qualify as a basement shall be disqualified as a basement due to access to ground level which is provided by light wells that:
 - 1. Extend no more than four feet from the outside wall of the building and cumulatively occupy no more than 25 percent of the length of the first floor wall

- to which they are adjacent; and
- 2. Are configured such that they are not visible from:
 - a. The building envelopes of neighboring properties; and
 - b. Public rights-of-way.
- E. Floors or parts of floors which are below the first floor, but do not qualify as basements, are counted as follows:
 - 1. If the entire floor does not qualify as a basement, then the entire floor is counted as floor area.
 - 2. If part of the floor does not qualify as a basement, then only that area which does not qualify as a basement is counted as floor area. (See Illustration 19: Floor Area Measurement, Basements, Exhibit A)
 - 3. If a single wall of a floor which is below the first floor is exposed such that it no longer qualifies as a basement wall, but no floor area can be calculated due to the absence of a depth measurement, then the width of the exposed wall shall be multiplied by five feet to calculate the floor area of the exposed portion of the floor.

Section 5. Article IV, Division 3, Section 3.10. "Off street parking" is hereby amended as follows:

A. The maximum number of parking spaces provided shall be one and one-half parking spaces for each bedroom located on a lot.

A.B. *Minimum dimensions.* A parking area of at least 20 feet by ten feet exclusive of driveway or aisle, must be provided for each bedroom located on a lot. The board of adjustment may approve a smaller parking area using alternative development standards.

B.C. *Parking in public rights-of-way prohibited.* The construction, maintenance or use of the public road rights-of-way for off-street parking within the town is prohibited.

C.D. *Head in parking prohibited.* The construction of a driveway or a head-in parking area which requires or allows a vehicle to back into a public street is prohibited.

Section 6. Article X, Division 3, Section 3.01 is amended to read as follows:

Sec. 3.01. – Alternative development standards regarding initial measuring point for building height.

The board of adjustment shall may approve the use of alternative development standards to article IV, section 2.00, regarding the initial measuring point for building height if the applicant demonstrates:

- A. The new initial measuring point will not result in a building which is taller in elevation (NGVD) than the tallest building which could be constructed on a

contiguous lot without the use of alternative development standards for fill or initial measuring point; and

- B. The use of alternative development standards will not result in a building which is constructed without the use of alternative development standards.
- C. The use of alternative development standards shall not result in a building which is more visible from adjacent properties or the public right-of-way than the existing surrounding structures.

Section 7. Article X, Sections 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, and 3.10

are amended to read as follows:

Sec. 3.02. - Same—Placement of more than three feet of fill

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IV, section 3.01, regarding the placement of more than three feet of fill on a lot, if the applicant demonstrates that:

- A. The additional fill will not result in a building which is taller than the maximum height permitted on any adjacent lot without the use of alternative development standards; and
- B. Fill will be placed in a manner that will not result in additional stormwater runoff onto adjacent property or public rights-of-way; and
- C. Fill will be placed in a manner that will not result in significant soil erosion; and
- D. The portion of the lot for which the fill is proposed has not previously been filled pursuant to 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. Either:
 - 1. The use of alternative development standards will not result in a building which is more visible from adjacent property or public rights-of-way than that which could be constructed without the use of alternative development standards, or
 - 2. The fill is necessary in order to build the finished floor of the building at an elevation of 8.0 NGVD.

Sec. 3.03. - Same—Court lighting or illuminated signage.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IV, section 3.05(B), regarding court lighting, or article VI, section 2.02(E), regarding illuminated signage, if the applicant demonstrates 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.

Sec. 3.04. - Same—Fences and walls.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IV, section 3.06, regarding construction of a fence or wall within a required rear yard of a waterfront lot, if the applicant demonstrates that the wall will be used to enclose a pool, and:

- 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 parcels of land; 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.

Sec. 3.05. - Same—Docks and dune crossovers.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IV, section 3.07, regarding docks and dune crossovers, if the applicant demonstrates that:

- A. The proposed dock or dune crossover will not result in an obvious departure from the aesthetic character of the neighborhood, taking into account existing structures and open space; and
- B. The proposed dock or dune crossover will not result in the destruction or removal of a significant tree within a required setback, or the significant tree is relocated

in a manner that preserves the aesthetic and shade qualities of the same side of the lot; and

C. The proposed dock or dune crossover is designed in a manner that does not materially obstruct the waterfront views from neighboring property; and

D. The proposed dock or dune crossover:

1. Provides materially better protection for seagrass beds, environmentally sensitive littoral zones, dune vegetation, or sea turtle nesting areas than a dock or dune crossover that could be constructed pursuant to the underlying district regulations; or

2. Is located such that it is significantly smaller than any functional dock or dune crossover that could be constructed pursuant to the underlying district regulations; or

3. Is feasible only using alternative development standards because due to the conditions of the lot (which, for docks, includes the relationship between the lot and the location of the channel), no dock or dune crossover could feasibly be constructed pursuant to the underlying district regulations.

Sec. 3.06. - Same—Reduction of required parking area.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IV, section 3.10(A), regarding the reduction of required parking area, if the applicant demonstrates that the use of alternative development standards is not needed to achieve compliance with the landscaped open space requirement of the underlying zoning district and at least one of the following:

A. The reduced parking area will reasonably accommodate one car per bedroom; or

B. The required parking is provided on an adjacent lot under common ownership, and the applicant provides an executed covenant in recordable form that ensures that a parking easement will be provided if the common ownership ceases, to be effective until the required parking is provided on the lot which it serves; or

C. The required parking is provided on an adjacent lot that is subject to a parking easement that provides the required area and is effective until the required parking is provided on the lot which it serves; or

D. Clear and convincing evidence supports a finding that the most likely use of the lot will require less parking area than is otherwise required by these land development regulations.

Sec. 3.07. - Same—Communications towers and/or antennas.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IV, section 3.12, regarding communications towers and/or antennas, if the applicant demonstrates that:

- A. The tower/antenna is in a PLD or RCD District; and
- B. The tower/antenna will not interfere with the use and enjoyment of adjacent and nearby properties; and
- C. The visual impact of the tower/antenna and associated structures is substantially mitigated by either or both of the following:
 - 1. A combination of topography and existing or provided landscaping in the surrounding area; or
 - 2. A "stealth" design; and
- D. 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
- E. Off-street parking for at least one maintenance vehicle is provided; and
- F. There are no suitable existing towers, antennas, or other structures, or alternative technologies that do not require the use of towers or structures, that the applicant can utilize to provide the service; and
- G. The tower is set back at least 110 percent of the height of the tower from any neighboring property in an RD zoning district; and
- H. 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
- I. Guys and accessory buildings satisfy the minimum zoning district setback requirements; and
- J. The structure is designed to accommodate co-locations of equipment and attachments with a minimum wind load rated at 130 mph; and
- K. A performance bond is posted in favor of the town to cover the cost of removing the structure if it is abandoned or otherwise violates these land development regulations.

Sec. 3.08. - Same—Increase in sign area.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article VI, section 2.02, regarding the sign area in the PD, RD, and CPD zoning districts, if the applicant demonstrates that either:

- 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.

Sec. 3.09. - Same—Replacement of nonconforming building.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IX, section 2.02, regarding the replacement of a nonconforming building, if the applicant demonstrates that:

- A. All or a material part of the nonconforming building has been destroyed by fire, casualty, or other Act of God; and
- B. The building will be replaced with a building that:
 - 1. Is located in either:
 - a. The same location as the building to be replaced, 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 streets or neighboring properties; and either:
 - (1) The extent of the totality of nonconformities of the building to be replaced is reduced in the replacement building, and if an individual nonconformity is increased, the increase is not material; or
 - (2) The extent of the totality of nonconformities of the building to be replaced is unchanged in the replacement building, and a material safety benefit will be realized by the relocation of the building; and

2. Is of the character and architectural style that previously existed unless such character or architectural styles is impracticable due to state or federal regulations; and
- C. The replacement building complies with these land development regulations to the maximum extent possible; and
- D. The replacement building contains no more floor area than the building to be replaced.
- E. The application for approval using alternative development standards is filed within three years of the date on which the destruction occurred.

Sec. 3.10. - Same—Conversion of one nonconforming use to another nonconforming use.

The board of adjustment ~~shall~~ may approve the use of alternative development standards to article IX, section 2.03, regarding the conversion of one nonconforming use to another, if the applicant demonstrates that:

- A. The existing nonconforming use has not been terminated by discontinuance or destruction; and
- B. The proposed use is more compatible with the predominant uses in the zoning district than the existing nonconforming use; and
- C. The proposed use will have no greater adverse effect on the surrounding occupants and properties than the existing nonconforming use, in that:
 1. It will generate the same or lower level of traffic; and
 2. It will have either no impact or a positive impact on surrounding property values; and
 3. It involves the same or lower level of dust, noise, or odors; and
 4. If the existing nonconforming use also involves a nonconforming sign, the nonconforming sign is removed.

Sec. 3.11. - Alternative development standards regarding the approval of accessory uses.

The board of adjustment ~~shall~~ may consider an alternative development standard to approve an accessory use not listed under "Permitted Uses", as detailed in article III, division II, section 2.00.B, division III, section 3.00.B, division IV, section 4.00.B, division

V, section 5.00.B, division VI, section 6.00.B, and division VII, section 7.00.B, if the applicant demonstrates that:

- A. The proposed accessory use will not adversely affect the public interest; and
- B. The proposed accessory use is consistent with the surrounding neighborhood character; and
- C. The visibility of the proposed accessory use from public rights-of-way, adjacent properties, the beach, the ocean and the intracoastal waterway is minimized in a manner that is consistent with the surrounding neighborhood character; and
- D. Proposed screens and buffers are sufficient to ensure compatibility of the proposed accessory use with adjacent properties; and
- E. The location, design and character of the proposed accessory use will not adversely affect adjacent properties; and
- F. The proposed accessory use is designed and located so that all buildings and structures associated with the accessory use are screened from view from adjacent properties and public roads; and
- G. The proposed accessory use will generate the same or lower level of traffic than other permitted accessory uses; and
- H. The proposed accessory use is customarily and typically incidental to and subordinate to the principal use; and
- I. The proposed accessory use will not result in substantial noise, dust, glare, or odor impacts on any other property in the neighborhood where it is to be located, nor shall said use result in such noise, dust, glare or odor impacts greater than those which accompany listed permitted accessory uses.

Section 8. Article X, Division 10, “Development Permits” is hereby amended as follows:

Sec. 10.00 Permitted uses

Public buildings, grounds and facilities related to the provision of public services to the residents of the town are permitted in the PLD District. No more than one wireless communications tower per lot is permitted as an accessory use.

Sec. 10.01 – Prohibited uses.

Any use not specifically permitted in these regulations is prohibited in the PLD district.

Reverse osmosis plants, except if the reverse osmosis plant is approved by the board of adjustment as an accessory use pursuant to the provisions of article X, section 3.13 of the Land Development Regulations.

Sec. 10.02 – Staging plan required, standards.

All applications for a development permit must include a staging plan that demonstrates compliance with the following standards.

- A. Trailers, for purposes of storage or office during development:
 - 1. Are screened from view from contiguous lots and public rights-of-way, and
 - 2. Do not exceed 200 square feet; and
 - 3. Will be removed immediately upon completion of the project or any storm watch condition as issued by the National Weather Service (NWS).
- B. Off-street parking is provided for all vehicles used by any person, firm or corporation involved or engaged in development work on the parcel proposed for development at any given time, and said off-street parking is screened from view from contiguous lots and public rights-of-way.
- C. Materials that are stored on-site are screened from view from contiguous lots and public rights-of-way, and are safely stored and reasonably secured.
- D. Dumpsters and trash receptacles are adequate to prevent trash piles or debris from gathering during the course of construction, and are screened from view from contiguous lots and public rights-of-way, are located so as to minimize the impact of their associated noise, dust, and odors on contiguous lots.
- E. *Fencing.* On all construction sites where work is being performed, the owner shall be responsible for installing a minimum six-foot high chain link fence with an eight-foot gate and screening along the frontage at the road and along neighboring property lines as needed, to shield the work from public view. The fence and screen shall be maintained throughout construction. Signage on the fence is prohibited.
- F. *Vehicle Wheel Cleaning Blanket.* The owner shall be responsible for installing a vehicle wheel cleaning blanket on all unpaved driveways where construction vehicles enter the road. The blanket shall be maintained in good condition throughout construction.
- G. *Construction Gate Keeper.* Where deemed necessary by the Building Official to control access to a site, the owner of a property shall be responsible for retaining a gatekeeper to direct construction traffic on and off the public roads.
- H. *Pest Control.* Commencing with the clearing of a property, the owner shall be

responsible for retaining and maintaining monthly pest control service to prevent disturbance to adjacent properties throughout construction.

- I. Port-a-let Placement. The owner shall be responsible for placing a port-a-let on the property during construction, in a location approved by the Building Official. The Port-a-let shall be screened to prevent public view.

Section 9. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 10. Repeal of laws in conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. Effective Date. This ordinance shall take effect upon its execution.

(Continued on next page)

**PASSED UPON FIRST READING ON THE 21st DAY OF MARCH 2024. PASSED AND
ADOPTED UPON SECOND READING ON THE ____ DAY OF _____ 2024.**

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor, Penelope Townsend

Vice Mayor, Marshall Field VI

Commissioner, Anne Scott

Commissioner, Patricia Warner

Commissioner, Joseph Taddeo

ATTEST:

Town Clerk, Kimberly Kogos

TOWN OF JUPITER ISLAND

MEMORANDUM

TO: Mayor & Town Commission

THROUGH: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

FROM: John Duchock, Asst. Town Manager/Beach District Director

RE: Agenda Item 13.: Resilient Florida Grant Agreement No. 24PLN16

DATE: 4/5/2024

Background:

The Resilient Florida Grant Program is administered by the Florida Department of Environmental Protection (FDEP) and includes a selection of grants that are available to counties, municipalities, water management districts, flood control districts and regional resilience entities. To effectively address the impacts of flooding and sea level rise that the state faces, eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. Funding opportunities available to the Town are summarized as follows:

- Planning projects, including comprehensive vulnerability assessments, are eligible for 100% grant funding
- Implementation projects identified through an approved vulnerability assessment are eligible for 50% grant funding

The Town was awarded a planning grant to conduct a comprehensive vulnerability assessment in the amount of \$160,000, covering 100% of the cost to conduct the study. The grant agreement has been finalized and is presented for Commission consideration.

Recommendation:

Town staff is seeking authorization to execute the Resilient Florida Grant, Agreement No. 24PLN16 as presented in the amount of \$160,000.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:
Town of Jupiter Island Comprehensive Vulnerability Assessment 24PLN16
-
2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard (Department)
Tallahassee, Florida 32399-3000
- Grantee Name: Entity Type:
Town of Jupiter Island Local Government
- Grantee Address: FEID:
2 Bridge Road 59-6011135
Hobe Sound, Florida 33455 (Grantee)
-
3. Agreement Begin Date: Date of Expiration:
07/01/2023 06/30/2026
-
4. Project Number: Project Location(s):
(If different from Agreement Number) Martin County, Florida
- Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$160,000.00	☒ State ☐ Federal	FY 23-24 GAA Line Item #1820	\$ 160,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 160,000.00

6. Department's Grant Manager Grantee's Grant Manager
Name: Charles Neuhauser Name: John Duchock
or successor or successor
- Address: Resilient Florida Program Address: Town of Jupiter Island
3900 Commonwealth Boulevard, MS230 2 Bridge Road
Tallahassee, Florida 32399 Hobe Sound, Florida 33455
- Phone: (850) 245-2138 Phone: (772) 545-0100
- Email: Charles.Neuhauser@FloridaDEP.gov Email: jduchock@tji.martin.fl.us

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:
- | |
|--|
| ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☒ Attachment 2: Special Terms and Conditions |
| ☒ Attachment 3: Grant Work Plan |
| ☒ Attachment 4: Public Records Requirements |
| ☒ Attachment 5: Special Audit Requirements |
| ☒ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☒ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☒ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Jupiter Island

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Penelope Townsend, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN16**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Jupiter Island Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN16**

ATTACHMENT 3

PROJECT TITLE: Town of Jupiter Island Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Jupiter Island within Martin County, Florida.

PROJECT DESCRIPTION:

The Town of Jupiter Island (Grantee) will complete the Town of Jupiter Island Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **2.5:** A draft list of steering committee members; and

- **2.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 3: Assemble Steering Committee and Conduct Meetings

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial. The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **3.1:** A list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.
- **3.2:** Meeting agendas to include location, date, and time of meeting;
- **3.3:** Meeting sign-in sheets with attendee names and affiliation;
- **3.4:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.5:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to review methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and

- **9.4 A signed Vulnerability Assessment Compliance Checklist Certification.**

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Assemble Steering Committee and Conduct Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2023	9/30/2024
3	Assemble Steering Committee and Conduct Meetings	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	3/31/2026
4	Public Outreach Meeting #1	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	2/27/2025
5	Acquire Background Data	Contractual Services	\$28,000	\$0	\$28,000	7/1/2023	3/31/2025
6	Exposure Analysis	Contractual Services	\$35,000	\$0	\$35,000	7/1/2023	6/30/2025
7	Sensitivity Analysis	Contractual Services	\$30,000	\$0	\$30,000	7/1/2023	11/30/2025
8	Public Outreach Meeting #2	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$32,000	\$0	\$32,000	7/1/2023	3/31/2026
Total:			\$160,000	\$0	\$160,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$160,000.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

BGS-DEP 55-215
Revised 7/2019

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 24PLN16

TOWN OF JUPITER ISLAND COMPREHENSIVE VULNERABILITY ASSESSMENT

TOWN OF JUPITER ISLAND

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement # 24PLN16

Page 1

6/30/2023

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN16

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 24PLN16

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN16

Project Title: Town of Jupiter Island Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter Island

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN16

Project Title: Town of Jupiter Island Comprehensive Vulnerability Assessment

Grantee: Town of Jupiter Island

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (if applicable) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. <i>(if applicable)</i>	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(to the extent practicable)</i>	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one, if applicable)</i> ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. <i>(if applicable)</i>	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(to the extent practicable but required if item e is noncoastal)</i>	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. <i>(if applicable)</i>	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is noncoastal)</i>	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(to the extent practicable)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. <i>(if checked, provide Department approval).</i>	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

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/Beach District

RE: Director Agenda Item 14.: Comprehensive Vulnerability

DATE: Assessment 4/8/2024

Background:

Utilizing the Resilient Florida Grant (Agreement No. 24PLN16), the Town can conduct a comprehensive vulnerability assessment to identify and address potential risks and exposure of critical Town infrastructure to future sea level rise. Cummins Cederberg has provided the enclosed scope of work under the Town's existing CCNA contract for engineering consulting services. The scope of work reflects the detailed task requirements set in the State's grant work plan, matching each grant task with a corresponding work effort to be completed by Cummins Cederberg. The tasks and associated costs are as follows:

<i>Task</i>	<i>Fixed Cost</i>
1. Identify Vulnerability Data Standards	\$0
2. Kickoff Meeting	\$5,000
3. Assemble Steering Committee and Conduct Meetings	\$10,000
4. Public Outreach Meeting #1	\$10,000
5. Acquire Background Data	\$28,000
6. Exposure Analysis	\$35,000
7. Sensitivity Analysis	\$30,000
8. Public Outreach Meeting #2	\$10,000
9. Final Vulnerability Assessment Report, Maps, and Tables	\$32,000
VULNERABILITY ASSESSMENT STUDY COST	\$160,000

In addition to the tasks set in the grant agreement, Cummins Cederberg has prepared two additional work tasks to further support the Vulnerability Assessment Study. Task 10 provides a web-based story map that may be developed and linked to the Town's website as a means to provide public updates and visual information related to the study. Task 11 provides grant-related administrative support to prepare and submit quarterly reports,

reimbursement and payment requests to the State, and other grant deliverables over a two-year period.

Costs for the additional work tasks, not covered by the State grant agreement are as follows:

<i>Task</i>	<i>Fixed Cost</i>
10. Project Story Map	\$9,000
11. Resilient Florida Grant Administration and Reporting	\$15,000
VULNERABILITY ASSESSMENT STUDY COST	\$160,000
TOTAL WORK AUTHORIZATION	\$184,000

Recommendation:

Town staff is seeking Commission approval of the work proposal as presented by Cummins Cederberg in an amount not to exceed \$184,000.00.

April 8, 2024

73004

Town of Jupiter Island

Attn: Mr. John Duchock, Beach District Director

2 Bridge Road

Hobe Sound, FL 33455

Sent via email: jduchock@tji.martin.fl.us

RE: Proposal for Marine Engineering and Environmental Consulting Services

For the Town of Jupiter Island

Dear Mr. Duchock:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this proposal for our marine engineering and environmental consulting services for the proposed Town-wide Vulnerability Assessment for the Town of Jupiter Island, located in Martin County, Florida (Project) that was awarded as part of the 2023 Florida Department of Environmental Protection (FDEP) Resilient Florida grant program application cycle.

Project Introduction

It is our understanding that The Town-wide vulnerability assessment (VA) will include all requirements in 380.093, F.S. and is expected to include steering committee meetings, public outreach meetings, acquisition of data and performing a data gap analysis, compiling a critical and regionally significant asset inventory, exposure analysis, sensitivity analysis, and drafting the Vulnerability Assessment Report. Flood scenario(s) impacting each asset will be specified in the inventory, and the asset list will be prioritized. Expected deliverables include a Final Vulnerability Assessment Report with maps and tables. This VA project will contribute to improving both the Town's and the State's resilience to flooding and sea level rise.

Except for Tasks 10 and 11, this proposal matches the awarded grant scope and fees approved by the FDEP (attached). Any changes to the FDEP Grant Work Plan will trigger a modification of this proposal.

Scope of Services

The following section outlines the scope of services to be provided by Cummins Cederberg for the Town of Jupiter Island (Client).

Task 1 – Identify Vulnerability Assessment Data Standards

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

This is a no cost deliverable:\$0.00

Task 2 – Kick Off Meeting

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 2 are lump sum (including expenses):\$5,000.00

Task 3 – Assemble Steering Committee and Conduct Meetings

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 3 are lump sum (including expenses):\$10,000.00

Task 4 – Public Outreach Meeting #1

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 4 are lump sum (including expenses):\$10,000.00

Task 5 – Acquire Background Data

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 5 are lump sum (including expenses):\$28,000.00

Task 6 – Exposure Analysis

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 6 are lump sum (including expenses):\$35,000.00

Task 7 – Sensitivity Analysis

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 7 are lump sum (including expenses): **\$35,000.00**

Task 8 – Public Outreach Meeting #2

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 8 are lump sum (including expenses): **\$10,000.00**

Task 9– Final Vulnerability Assessment Report, Maps, and Tables

Description and deliverables as stated in DEP Agreement No 24LPN16 Attachment 3 - Grant Work Plan as of 4/2/2024.

Fees for Task 9 are lump sum (including expenses): **\$32,000.00**

Task 10 – Project Story Map (Optional)

Cummins Cederberg will prepare a web-based GIS Story Map website that can be linked to the Town's website or home page. The Town can maintain this website to keep the public up to date on the Town project timeline to improve the community's awareness of flood risks. The Story Map website can be readily accessible to members of the public, Town staff, elected officials, and regional partners to align any future project goals and/or resiliency initiatives. Cummins Cederberg will prepare the website to align with the Town's Vulnerability Assessment Plan for improved communication, engagement, and cross-collaboration within the community, serving as a 'living document' version of the Vulnerability Assessment Plan.

Deliverables: GIS Story Map website

Fees for Task 10 are lump sum (including expenses): **\$9,000.00**

Task 11 – Resilient Florida Grant Agreement Administration and Reporting

Cummins Cederberg will lead the grant administrative services for the FDEP grant agreement. This task includes grant reporting as required by the FDEP such as drafting of the FDEP Quarterly Reports and match documentation, if applicable. This task will also include scope or agreement revisions/extensions with FDEP, as needed. Cummins Cederberg will provide ongoing coordination and correspondence with the FDEP grant manager and Town staff during execution of the Town of Jupiter Island Town-wide Vulnerability Assessment project. Support with FDEP payment requests, grant budget coordination, and deliverable tracking is included in this task. For purposes of this scope, Cummins Cederberg has estimated two (2) years of grant administration and reporting support. One (1) presentation on the Project to the Town Commission is included

(timing to be determined by Client). If needed, Cummins Cederberg will provide a scope and fee proposal to continue with grant administration beyond the two (2) years assumed herein.

Deliverables: Grant Work Plan quarterly reports, Grant reimbursement requests, Commission presentation slide deck.

Fees for Task 11 are lump sum (including expenses): **\$15,000.00**

Conditions/Assumptions

- Scope assumes Story Map to be hosted on Town of Jupiter Island's ESRI server for public access and viewing. Cost of website maintenance and updates not included in this scope after completion of the FDEP grant funded VA.
- Assumes all County and Municipal critical asset data has been reviewed and compiled into required GIS format for QA review.
- This scope does not include environmental permit processing or any pre-application meetings with the regulatory agencies.
- The Town shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- The Town shall provide any available background information, such as as-built drawings, historical photographs, permits or other documentation.

Fees

Fees for services are noted above. Cummins Cederberg shall invoice the Client on a percent complete basis each month and/or completion of tasks.

Task #	Description	Fee	Basis
1	Identify Vulnerability Assessment Data Standards	\$ 0.00	No Fee
2	Kick Off Meeting	\$ 5,000.00	Lump Sum
3	Assemble Steering Committee and Conduct Meetings	\$ 10,000.00	Lump Sum
4	Public Outreach Meeting #1	\$ 10,000.00	Lump Sum
5	Acquire Background Data	\$ 28,000.00	Lump Sum
6	Exposure Analysis	\$ 35,000.00	Lump Sum
7	Sensitivity Analysis	\$ 30,000.00	Lump Sum
8	Public Outreach Meeting #2	\$ 10,000.00	Lump Sum
9	Final Vulnerability Assessment Report, Maps, and Tables	\$ 32,000.00	Lump Sum
10	Project Story Map (Optional)	\$ 9,000.00	Lump Sum
11	Resilient Florida Grant Agreement Administration, and Reporting (2 years)	\$ 15,000.00	Lump Sum
	Total	\$ 184,000.00	Lump Sum

General

This proposal is valid for 60 days and was prepared based on the information provided by the Client to date. This proposal is subject to the terms and conditions in our 2019 Continuing Services Consultant Agreement for Beach Restoration, Coastal and Environmental Engineering, renewed in 2023, between the Town of Jupiter Island and Cummins. If you wish us to provide the services detailed above, please sign this Proposal and return a signed copy to us.

We appreciate the opportunity to prepare a proposal for our marine engineering and environmental consulting services and look forward to working together on this important project. Should you have any questions or require additional information, please do not hesitate to contact me at 904-537-5013 or dirwin@CumminsCederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.



Danielle H. Irwin, M.Sc.
CFM, PWS, WEDG, LEED AP
Senior Director

Read and Accepted by **Client**:

By: _____

Name: _____

Title: _____

Date: _____

Enclosures:

Certificate of Insurance
Grant Work Plan

Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/26/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER LassiterWare LLC 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607		CONTACT NAME: Wendy Tyree PHONE (A/C, No. Ext.): (800) 245-8437 FAX (A/C, No.): (888) 283-8550 E-MAIL ADDRESS: wendyt@lassiterware.com				
INSURED Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables FL 33134		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: American Casualty Co-Reading		20427		
		INSURER B: Continental Insurance Company		35289		
		INSURER C: Benchmark Ins Co		41394		
		INSURER D: Pacific Insurance Company Ltd		10046		
		INSURER E:				
		INSURER F:				
COVERAGES CERTIFICATE NUMBER: 23-24 Cert REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		7034507431	09/26/2023	09/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		7034507445	09/26/2023	09/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	MWC2200075-01	09/26/2023	09/26/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability / Pollution Incident Liability (Claims-Made)		OH046445623	09/30/2023	09/26/2024	Each Claim \$2,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER ~Evidence of Insurance c/o Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables FL 33134						
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 						
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ACORD 25 (2016/03)

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CUMMINS CEDERBERG, INC. | Miami | Fort Lauderdale | Jupiter | Sarasota | St. Petersburg | Tallahassee

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN16**

ATTACHMENT 3

PROJECT TITLE: Town of Jupiter Island Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Jupiter Island within Martin County, Florida.

PROJECT DESCRIPTION:

The Town of Jupiter Island (Grantee) will complete the Town of Jupiter Island Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **2.5:** A draft list of steering committee members; and

- **2.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 3: Assemble Steering Committee and Conduct Meetings

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial. The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **3.1:** A list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.
- **3.2:** Meeting agendas to include location, date, and time of meeting;
- **3.3:** Meeting sign-in sheets with attendee names and affiliation;
- **3.4:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.5:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to review methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and

- **9.4 A signed Vulnerability Assessment Compliance Checklist Certification.**

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Assemble Steering Committee and Conduct Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2023	9/30/2024
3	Assemble Steering Committee and Conduct Meetings	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	3/31/2026
4	Public Outreach Meeting #1	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	2/27/2025
5	Acquire Background Data	Contractual Services	\$28,000	\$0	\$28,000	7/1/2023	3/31/2025
6	Exposure Analysis	Contractual Services	\$35,000	\$0	\$35,000	7/1/2023	6/30/2025
7	Sensitivity Analysis	Contractual Services	\$30,000	\$0	\$30,000	7/1/2023	11/30/2025
8	Public Outreach Meeting #2	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$32,000	\$0	\$32,000	7/1/2023	3/31/2026
Total:			\$160,000	\$0	\$160,000		



MEMORANDUM



Agenda Item 15

TO: TOWN OF JUPITER ISLAND, COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER
FROM: MICHAEL S. EWING, DIRECTOR OF PUBLIC SAFETY 
DATE: APRIL 3, 2024
SUBJECT: SPENDING AUTHORIZATION TO PURCHASE VIRTRA V-1000
TRAINING SIMULATOR

The Jupiter Island Public Safety Department is seeking to purchase a virtual training simulator and interactive coursework from VirTra Inc. VirTra's proprietary virtual interactive coursework is specifically designed for law enforcement departments to teach, train, test, and sustain from an all-in-one solution. The total estimated cost of this purchase is \$59,831.71.

This type of training provides the opportunity to employ problem-solving approaches for police officers to help individuals in crisis with a goal of minimizing the need for physical or deadly force. The system does also provide opportunity for proficiency training with firearms and less-lethal weapons at a significant cost savings in comparison with the use of live rounds.

This simulator would provide scenarios concerning law enforcement response to various types of incidents including active shooters, disturbances, domestic violence, emotionally disturbed persons, high risk entries, hostage situations, off-duty encounters, suicidal subjects, suspect contacts, and traffic stops. The system provides the officer with immediate performance feedback from the trainer through the system's ability to record all aspects of the officer's tactical skills, verbal skills, judgment, and reaction time.

Staff is requesting the Town Commission approve the purchase of the VirTra V-100 virtual training simulator and interactive coursework in the specified total amount of \$59,831.71.

ATTACHEMENT

/jps

Account Name Jupiter Island Public Safety Department Created Date 4/8/2024
 Contact Name Joseph Scolly Quote Number 00008577
 Phone 6179011640 Expiration Date 6/28/2024
 Email jscolly@tji.martin.fl.us

Ship To Name Jupiter Island Public Safety Department Prepared By Tom Cameron
 Phone (480) 968-1488
 Email tcameron@virtra.com

Notes: Please send me your tax exempt certificate.

Product SKU	Product Code	Product	Product Description	Sales Price	Quantity	Total Price
7001000	V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00	\$0.00
1000004	V-100LE-F	VirTra 100 LE Fixed	VirTra V-100 in a fixed configuration. To include: desktop computer, monitor, one (1) projector, two (2) V-100 Speakers. Does NOT include Screen, Wiring Harness or Tracking camera.	\$20,911.34	1.00	\$20,911.34
1000172	V-PS-12-FP	V-100 Fast Fold Screen - 12' Black Backed (FP WM)	V-100 Fast Fold Screen - 12' Black Backed (FP WM)	\$0.00	1.00	\$0.00
1000056	V-100-MCP-S-120	VirTra V-100 LE 120 Mounted Cable Package - STD (50ft)	VirTra V-100 LE 120 Mounted Cable Package - STD (50ft)	\$0.00	1.00	\$0.00
1000050	V-100-DC-HW	VirTra V-100 Single drop Ceiling Mount HW	VirTra Single drop Ceiling Mount HW for VirTra V-100 Fixed.	\$0.00	1.00	\$0.00
8000080	V-100-INSTL	VirTra 100 Installation and Training	VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$3,486.34	1.00	\$3,486.34
4001702	V-G17-RK-G5	VirTra Tetherless-Glock 17 Gen 5	Glock 17 Gen 5 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$5,571.44	2.00	\$11,142.88
		VirTra				

4001706	V-G17-SM	Tetherless-Glock 17- Standard Magazine	Additional Standard magazine for use with the VTRK-G17 recoil kits.	\$738.84	2.00	\$1,477.68
4001709	V-G17-ASM-G5	VirTra Tetherless-Glock 17- Advanced Skills Magazine Gen 5	Advanced Skills Magazine for use with the VirTra V-G17-RK recoil systems. Includes needed V-17-RK Gen 5 Tailpiece and Wireless Station. Requires VOS 5.0.36 or higher to operate.	\$2,789.07	2.00	\$5,578.14
4001710	V-G17-SM-AP	VirTra Tetherless-Glock 17-Adapter Plate	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	\$585.97	1.00	\$585.97
5000554	V-T7-12 3.5	TASER® 7 Simulation Cartridge Package B	TASER 7® simulation cartridge package B: Simulates close quarter (12 deg.) and standoff (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	\$3,954.31	1.00	\$3,954.31
5000201	V-FLT-G2X	Handheld Flashlight-G2X	G2X laser-based handheld flashlight.	\$1,009.70	2.00	\$2,019.40
5000610	V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$4,406.69	1.00	\$4,406.69
5000750	VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	\$5,368.96	1.00	\$5,368.96

Total Price	\$58,931.71
S&H	\$900.00
Grand Total	\$59,831.71

Sales Terms and Conditions for Direct Sales to End Users/Buyer

Revised October 2023

1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.

2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

3. All Sales Final. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.

4. Restocking Fees. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

6. Suspension or Cancellation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

8. Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

9. Tax Exemption. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

10. Shipping, Title, Risk of Loss. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

15. Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

17. Severable Provisions. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

21. Governing Law, Jurisdiction, and Venue. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

22. Warranty. Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty statement. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. Buyer Ordered Delivery Delay. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to proceed as described herein.

-Signature follows -

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits)

Purchase Order:

Check:

Other (please specify):

TOWN COMMISSION LONG TERM PLANNING

- Meet the demand of a growing population combined with outdated infrastructures. We will need to upgrade or replace the current infrastructure.
- Septic systems are becoming a target of pressure to replace them.
- Current irrigation using drinking water is expensive and could be replaced with Irrigation Quality water.
- Beach renourishment is a continuing issue and funding from the government is not guaranteed.
- Possibility of using expertise at SMRU to develop a for profit business.
- Security at the intercoastal side of the Island.
- How do we manage increased traffic and disruption to the public beaches to insure adequate access with minimum hassle for beach goers.
- We have excellent emergency response time but have to wait for Martin County to transportation to hospitals.
- Assess resident support of current Comp Plan vision statement and values residents want.
- Review existing Comp Plan for alignment with same and revise as necessary – sent recommendations.
- Incorporate required changes from State Western Development
- Pressure on traffic, cars, bikes and walkers.
- Beach access
- Commercial traffic – buses
- Parking
- Within Town development changes
- Down zoning
- Beach sustainability
- Sea level rise and vulnerabilities
- Align Vision ➡ Comp Plan ➡ LDRS
- Staffing
- Budget
- Perceived threats – Environmental, legal
- Sewage
- Water
- Power
- Traffic
- Security
- Sea Level Rise

ORDINANCE NO. 394

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 6, ARTICLE III OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO HOME BASED BUSINESSES; PROVIDING FOR THE AMENDMENT TO ARTICLE III, SECTION 6-56 AND 6-57 AND CREATING A NEW SECTION 6-57 ENTITLED "HOME-BASED BUSINESS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) 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 adopted Article III of Chapter 6 of the town's Code of Ordinances (Code) pertaining to occupational licenses, now known as Business Taxes; and,

WHEREAS, the Town's Administrative Official has concluded that it is necessary to incorporate statutory provisions adopted by the Florida Legislature pertaining to home based businesses into the Code.

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 finding of the Town Commission.

Section 2: Sections 6-56 and 6-57 of Article III of chapter 6 of the Code is hereby amended as follows:

ARTICLE III. OCCUPATIONAL LICNESES

Sec. 6-56. Tax for unencumbered businesses.

Any person engaged in any business, profession or occupation, wholly, or in part, within the town not mentioned or covered by section 6-55 shall pay an annual license tax of \$25.00. each license tax imposed by this article is intended to be separate and independent.

Sec. 6-57. Separate types of business. Home-based business subject to tax.

~~Each license tax imposed by this article is intended to be separate and independent.~~

A business is considered a home-based business, and subject to a business tax if it operates in whole or in part, from a residential property and meets the following criteria.

- A. Employees of the business who work at a residential dwelling where a business is being operated, must also reside in the residential dwelling, with the exception of two employees who may live somewhere other than the residence. This is not intended to include any employees of the business that work exclusively remotely.
- B. Parking related to the home-based business' activities shall meet the town's parking requirements for the zoning district in which the business is located and the need for parking generated by the business shall not be greater in volume than normally would be expected at a similar residence where no business is conducted. Vehicles and trailers used in connection with the business shall be parked in legal parking spaces on the property and shall not be located within the right-of-way, pedestrian paths, or any unimproved surfaces of the residential property.
- C. As viewed from the street, the use of residential property shall be consistent and compatible with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business shall conform to the residential character and architectural aesthetics of adjacent properties and the immediate neighborhood. The home-

based business shall not conduct retail transactions on the property other than remote transactions.

D. The activities of the home-based business shall be secondary to the properties use as a residential dwelling.

E. The business activities shall comply with all town regulations with respect to signage and equipment or processes that create noise, vibrations, heat, smoke, dust, glare, fumes or noxious odors. Any town regulations imposed on a home-based business with respect to noise, vibrations, heat, smoke, dust, glare, fumes or noxious odors shall not be more stringent than those regulations or conditions the town applies to a residence where no business is conducted.

F. All business activities shall comply with any relevant local, state and federal regulation with respect to the use storage or disposal of any corrosive, combustible or other hazardous or flammable materials or liquids and shall not be more stringent than those that apply to a residence where no business is conducted.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

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

Section 5. Codification.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its execution.

**PASSED UPON FIRST READING ON THE 21st DAY OF MARCH 2024. PASSED AND
ADOPTED UPON SECOND READING ON THE ____ DAY OF _____ 2024.**

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor, Penelope Townsend

Vice Mayor, Marshall Field VI

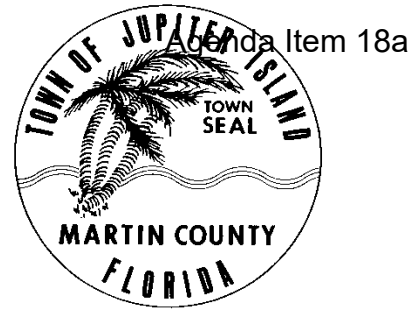
Commissioner, Anne Scott

Commissioner, Patricia Warner

Commissioner, Joseph Taddeo

ATTEST:

Town Clerk, Kimberly Kogos



Memorandum

To: Mayor & Town Commissioners
From: Kelly Layman, Legislative & External Relations Consultant
Diana Ferguson, Tallahassee Registered Lobbyist
John Duchock, Asst. Town Manager/Beach District Director
Through: Robert Garlo, Town Manager
Date: April 9, 2024
Re: Final Report for Mayor & Commissioners, 2024 Session

The following summarizes key pieces of legislation in the 2024 Session of the Florida Legislature. Of 1,900+ bills filed during the past 6+ months, 325 passed, and about two dozen of those relate to preemptions on local governments. The Florida League of Cities was actively following about 600 bills. Your Town team was closely tracking or working directly on about 300 bills.

On pages 3-8, there is a customized list of summaries for **Passed Bills**, and **Failed Bills**. The list is highly tailored, in order to highlight legislation that impacts Town operations. In addition, some bills that passed (or failed) and not listed herein *did in fact* impact local governments, but would *not* apply to the Town based on certain thresholds or parameters, something to be closely monitored in future Sessions, assuming these issues resurface. On pages 9-10 is the 2024 Florida League of Cities Legislative Platform — for information only. On page 11 is a list of the 6 amendments to the Florida Constitution scheduled to be on the November 2024 ballot — also for information only.

Regarding Session issues, a few topline highlights:

1. The “**sovereign immunity**” bills did not pass – and will return. You issued a Town Resolution against these bills. In addition to new language in this ongoing movement to increase the caps for lawsuits (with the legislative intent being to decrease “claims bills” filed in Tallahassee each Session), this year’s language would have allowed local governments to settle above the caps outside of an insurance policy. Kelly and Diana worked with a large Florida League of Cities-led coalition to oppose these bills, which ultimately stalled waiting to be calendared for floor action – but the legislation and the high-stakes negotiating was active right up through the ending days of Session. This issue strikes at the heart of Home Rule and gives oxygen to many other State preemptions. This issue was one of the priorities of the Florida League of Cities in its 2024 Legislative Agenda.
2. There is language in the budget that **prohibits local governments from adopting or amending ordinances that restrict or prohibit operation of gas-powered leaf**

blowers, until July 1, 2025. The Governor may or may not veto this provision when he reviews the State Budget and exercises line-item veto power.

3. We continue to see **new mandates that impact the handling and noticing of many Town Ordinances**. There are several new provisions again this year. *Additional details are in the summary*. Note: One of the provisions that did *not* pass this year was that certain local ordinances would be reviewed first by a State agency, and the Town would have needed to wait for State agency's or agencies' comments.
4. There is good legislation that **exempts local governments from liability in cybersecurity incidents**, if the municipality is fully compliant with best practices and all the provisions in law put in place by the State in recent years.
5. Last fall, during your early briefings on legislative matters, Kelly made precautionary comments about septic systems – including the notion that **if the Town proactively started septic-to-sewer conversion, planned over time, it may assist in avoiding an unfunded, unrealistic timeline regulatory mandate, and extra capital costs**. Also, she mentioned that State consolidation in the regulatory area of septic systems was a question of “when,” not “if.” This Session, the Legislature in fact passed a bill to start the **full, orderly transfer of oversight for on-site sewage systems – the regulatory program is transferring from the Florida Department of Health to the Florida Department of Environmental Protection** in a phased approach. *Additional details are in the summary attached*.
6. On **vacation rentals**, a bill passed that creates a statewide registry and a new area of statutory responsibility with a State agency. It grandfathered in local governments that either adopted an ordinance prior to 2014 or amended it after 2016. The Governor is being strongly lobbied to veto this legislation. Critics contend that, among other things, it exempts one county from any State oversight in this area, and that the budget does not contain enough new State employees to effectively launch a statewide registry, or to enforce reporting and penalties. The Town still has an opening and authority to take certain measures outlined in the legislation, should the Mayor & Commissioners wish to continue consideration of a basic registration program that focuses on security-related issues. This registration step also could assist with any future compliance/transition issues required by the State. *Additional details are in the summary*.

A variety of other preemption bills failed that would have directly impacted the Town in some manner. A few highlights in that category are:

- Changes to the process of Commission votes when setting millage rates.
- Changes in growth management definitions currently in law, specifically what constitutes “intensity” or “urban sprawl” or “density.” All of this language would have been loosened.
- A long list of property tax-related bills that would have drastically changed ad valorem and budget spending. The majority of these failed. *Additional details are in the summary*.

- Term limits for County Commissioners statewide failed; the sponsors have already committed to bring back those bills in the 2025 Session. There was a last-minute splintering of legislative appetite between 8 years and 12 years. Note: Eight counties already impose an 8-year term limit, while 3 others (Broward, Lee and Polk) allow Commissioners to serve up to 12 years consecutively.

PASSED BILLS

Sampling of Beach Waters and Public Bathing Spaces

CS/HB 165 and CS/SB 338

This legislation requires the Florida Department of Health to adopt and enforce certain rules in order to issue health advisories for beach waters and public bathing places if the results of bacteriological water sampling at a site fail to meet health standards. The bill expands the current law preemption of issuing health advisories related to bacteriological sampling of beach waters to include public bathing places. The bill specifies that beach waters and public bathing places must close, if closure is necessary to protect health and safety, and must remain closed until the water quality is restored. The bill also requires DOH to adopt rules for the signage that must be used when it issues a health advisory against swimming in affected beach waters or public bathing places from elevated levels of specified bacteria. The bill specifies that municipalities and counties are responsible for posting and maintaining the signage for such properties they own.

Local Government Actions

SB 1628 and HB 1547

As filed, SB 1628 was a drastic expansion of the bill passed last Session that requires business impact statements for certain local ordinances. The bill again provides that local governments must complete business impact statements prior to adopting and implementing a comprehensive plan amendment or land development regulation, other than those amendments initiated by a private party. It was also amended with language that requires bond referenda greater than \$500M to occur at a general election.

Department of Commerce

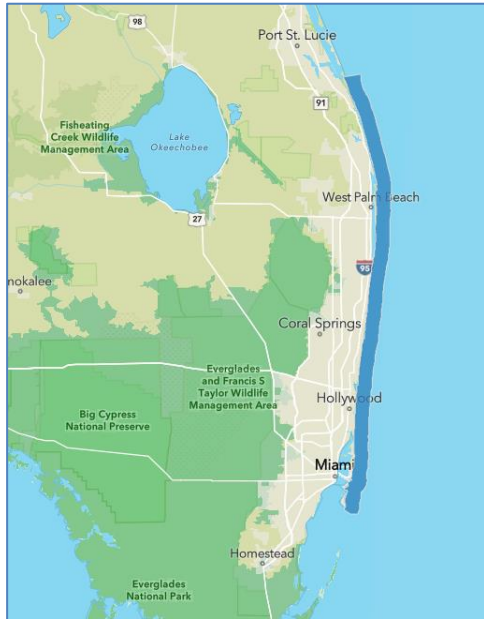
CS/CS/HB 1419 and CS/CS/SB 1420

This legislation amends requirements for comprehensive plan amendments and other steps. The bills mandate that local governments hold a second public hearing to decide whether to adopt comp plan amendments within 180 days after receiving agency comments. Failure to hold this hearing and adopt the amendments within this timeframe will result in the amendments being deemed withdrawn, unless an extension is agreed upon with the state land planning agency and any affected person who provided comments. In addition to other provisions, the bills require local governments to transmit all adopted amendments, along with supporting data and analysis, to the state land planning agency and any other agency or local government that provided timely comments within 10 working days after the final adoption hearing. If the local government does not meet this 10-working-day deadline, the amendments will be deemed withdrawn.

Florida Dept. of Environmental Protection (DEP) Issues

HB 1557 and SB 1386. This bill:

- Designates the *Kristin Jacobs Coral Reef Ecosystem Conservation Area* (ECA) as a state-recognized Aquatic Preserve. House Rep. Toby Overdorf, Chairman of Martin County Legislative Delegation, raised several questions in committee hearings about



potential impact to the Town of Jupiter Island's beach projects (along with other renourishment sites in Martin & St. Lucie counties). DEP staff repeatedly stated in different committee hearings that the AP designation would not create any problems or new/undue requirements for beach nourishment.

Map inset: The re-named Coral Reef Ecosystem Conservation Area extends from the Mean High Water Line (western boundary) to state water limits (3 nautical miles as eastern boundary), and from the St. Lucie Inlet in Martin County (northern boundary) to the northern border of Biscayne National Park in Miami-Dade County (southern boundary), or as further described in F.S. Ch. 253, Sec. 90.

There are 40+ such Aquatic Preserves across the State. The designation means that the area provides critical nurseries for fish and other aquatic life that are an integral part of Florida ecosystems. This ECA is the longest such line coastline for an Aquatic Preserve designation anywhere in Florida and represents a major designation.

- Requires each Water Management District, in coordination with DEP, to develop Rules by December 31, 2025, that promote the reuse of reclaimed water.
- Expands the types of projects undertaken by municipalities and counties that may be awarded funding by the Resilient Florida Grant Program, and expands the information that must be submitted to DEP when vulnerability assessments are funded.
- Requires DEP to coordinate with the Chief Resilience Officer as well as the Florida Flood Hub for Applied Research and Innovation (Florida Flood Hub) in developing and maintaining the sea level rise data set and in updating the comprehensive statewide flood vulnerability and sea level rise data set, and requires that the assessment be updated at least every 5 years.
- Requires the Chief Science Officer to coordinate with the Chief Resilience Officer and the Florida Flood Hub when developing statewide sea level rise projections.
- Clarifies that the Legislature intends that the transfer of the regulation of the Onsite Sewage Program from the Department of Health (DOH) to DEP be completed in a phased approach, and requires that before the phased transfer, DEP shall coordinate and address with DOH to identify state or county equipment and vehicles that were previously used to carry out the program in each county.
- Requires DEP to adopt Rules establishing and implementing a program of general permits for certain onsite sewage treatment and disposal systems (OSTDS).
- Requires DEP to establish an enhanced nutrient-reducing OSTDS approval program that will expeditiously evaluate and approve such systems for use in Florida.

- Requires that the annual report submitted by DEP regarding the Water Quality Improvement Grant Program must also include a status report on each project funded since 2021.
- Requires DEP to create a water quality dashboard.

Special Districts

HB 7013 and SB 1058

Provides the method for changing boundaries of an independent special district and requires special districts to establish performance measures to assess performance. John and Diana are continuing to evaluate this bill with statewide associations. It appears that the Beach District will need to comply with the performance measures and assessments provisions, then post this information to the public on a website. If passed into law, there is an October 1 deadline to establish goals and objectives for each program and activity undertaken by the District, as well as performance measures and standards to determine if the goals and objectives are being achieved. Then, by December 1 of each year, post a report on the website describing the goals and objectives achieved or not achieved, as well as the performance measures and standards used.

Release of Balloons

CS/CS/SB 602 and CS/HB 321

This bill revises language for the release of certain balloons, making the intentional release of any number of balloons over any timeframe a violation of state law. SB 602 also deletes the current exemption for certain biodegradable or photodegradable balloons. A person who violates the statutory prohibition commits the noncriminal infraction of littering, punishable as provided in Florida Statutes.

Annual Inflation Adjustment to Homestead Exemption

CS/HB HJR 7017 is an amendment to the Florida Constitution that passed and will be on the November 2024 ballot. The bill, opposed by the Florida League of Cities, authorizes the Legislature to require an annual adjustment to the value of certain homestead exemptions. The amendment must be approved by at least 60% of electors in November and would take effect January 1, 2025. CS/HB HJR 7017 was amended in the process to clarify that the annual inflation adjustment to the \$25,000 exemption on assessed value for all levies (other than school district levies, and any future similar exemptions added to the Constitution) must be adjusted only when the inflation growth is positive. CS/HJR 7017 passed the House (86-29) and the Senate (25-15). HB 7019 implements the policy if the constitutional amendment passes, and includes a provision to require that the Legislature appropriate funds to offset reductions in ad valorem tax revenue experienced by fiscally constrained counties due to the annual positive inflation adjustment. *The amendment language is at the end of this memo.*

Cybersecurity Issues

CS/CS/CS/HB 1555 and CS/CS/CS/SB 1662 make several changes to the State Cybersecurity Act, adding noticing requirements, and updates the mission, goals and responsibilities of the Florida Center for Cybersecurity housed within the University of South Florida. Requires the

Department of Management Services contract with independent verification providers to implement cybersecurity resiliency program.

In addition, CS/CS/HB 473 and CS/SB 658 exempt cities, counties and political subdivisions of the state from liability in connection with a cybersecurity incident if the local entity has substantially complied with the current training and cybersecurity standards requirements outlined in Florida Statutes.

Property Rights – Attorneys’ Fees and Costs

CS/HB 1167 and SB 702

This passed legislation creates a provision for the recovery of attorneys’ fees and costs in civil actions and disputes over property rights. The bills define the term “property rights” to include use rights, ingress and egress rights, and those rights incident to land bordering upon navigable waters. In a civil action brought against the owner of a parcel of real property to resolve a dispute concerning these property rights, the bills, if they become law, would require the award of prevailing party attorneys’ fees if the prevailing defendant made improvements in substantial compliance with, or in reliance on, environmental or regulatory approvals or permits issued by a political subdivision or a state agency. The term “improvement” includes anything done to increase the value, use or benefit of real property, whether physical, material, legal or otherwise. SB 702 passed both the Senate and the House unanimously.

FAILED BILLS

Sovereign Immunity

SB 472 and HB 569

In its final iteration, these bills would have raised the caps for sovereign immunity from \$200,000 per claim and \$400,000 per incident to \$300,000 per claim and \$500,000 per incident. They also would have applied CPI to the caps every five years to be capped at 3%. There was general consensus on the increases to the limits (including by the Florida League of Cities’ legislative team) but neither to the CPI add-on, nor the ability as proposed to settle outside the caps without insurance involved. The bills ultimately stalled. In addition, Town Manager Garlo emailed your Town Resolution to each one of the three Martin County Legislators just before it was to be considered in the process at a key juncture.

Coastal Construction

HB 1079 and SB 298

These bills contained language that would have preempted local coastal construction zoning and building requirements. John identified problematic language in the early version of this bill. We alerted an existing coalition about the language, and they took the torch, quickly building a coalition of concerned stakeholders to educate key lawmakers and staff. The extra attention essentially held up additional committee hearings for the bills. The language in question was simply too broad (and was intended to address or resolve a very specific issue in another part of Florida). There were other positive elements in the legislation for coastal communities, but the bills stalled out.

Local Business Taxes

HB 609 and SB 1144

As filed, these bills would have repealed the local business tax, a significant adverse impact to many municipalities of all sizes. The House bill was amended in committees to provide a limitation on revenue that a local government can receive from local business taxes based on the revenue the local government received in local Fiscal Year (FY) ending September 30, 2023, or September 30, 2024, whichever is greater. However, the Senate did not advance its version of this bill, and the bills therefore stalled out.

Municipal Utilities

HB 1277 and SB 1510

Among other provisions, these bills would have placed limitations on the use of municipal utility revenue. There were several related utility bills of this nature; however, none of them passed.

Environmental Management

HB 789 and SB 738 contained provisions related to the slope for stormwater ponds, as well as provisions related to attorneys' fees in certain environmental challenges, as well as an agency review of coastal regulations and permitting processes. While the controversial attorneys' fees provisions were removed, as well as the review of agency regulations and permitting requirements, language was added providing for joint and several liability for discharges of pollution, rather than the current strict liability standard.

Vacation Rentals

SB 280 and HB 1537

This bill grandfathers nearly all existing vacation rental ordinances but preempts new ordinances, although it does authorize local governments to adopt registration processes for vacation rentals, as well as fine, suspend, or revoke vacation rental registrations. For different reasons, several groups are urging the Governor to veto the bill. The bill sets maximum occupancy limits and allows municipalities to still charge registration and inspection fees.

Government Accountability

HB 735 and SB 734

These bills would have initially preempted any existing local government lobbying registration requirements in place and turned it into a statewide, mandated process. The sponsors filed their respective original legislation with provisions to allow a certain number of remote Commission/Council meetings per year, but this was removed in committee. Your Town Manager sent notes of appreciation to the bill sponsors regarding the flexibility of participating remotely before the provision was removed.

Property Taxes

None of these bills passed. All of these would have impacted local governments.

HB 7015 re: Homestead Exemption Increases

SB 378/HB 1649 re: Property Tax Administration

SB 1376 re: Establishment of a New Homestead

HB 1369/SB 1560 re: Ad Valorem Tax Exemptions
HB 1299/SB 1440 re: Property Tax Exemptions for Affordable Property
HB 1371 re: Property Tax System Study
HB 1195 re: Millage Rates

HB 1371 would have mandated that the Office of Program Policy Analysis and Government Accountability (OPPAGA) evaluate the impact of removing the property tax in Florida and institute a consumption tax in its place, and send a report to the Legislature by February 1, 2025.

HB 1195 would have prohibited any millage rates increase without a two-thirds majority vote of the dais.

Form 6 Financial Disclosure – Special Session Activity (addendum from Kelly)

The Town of Jupiter Island was involved in leading an effort in the final week of Session to exempt elected officials serving municipalities under a certain population and who are non-remunerated for their service from the provisions of Form 6 financial disclosures. Such disclosures are filed directly by elected officials with the Florida Commission on Ethics; in the 2023 Session, the “Form 6” mandate was expanded to all elected municipal officials.

Just prior to this direct engagement by the Town, an amendment had been filed for consideration during a House committee meeting to exempt populations of 500 and under. This amounted to about 40 municipalities (of 411 statewide) – whether such municipalities paid their elected officials or not. Therefore, pursuant to discussions at previous Town Commission meetings and the strong interest expressed in this issue, Town Manager Garlo authorized a narrow, issue-based contract with a separate lobbying firm that held exceptional qualifications to work on this issue and was, more importantly, willing to do so against considerable deadlines and legislative procedural challenges. After a week of data runs, research, and coordination with these separate lobbyists through Kelly and Town Manager Garlo, *both Senate leadership and the Governor’s Office indicated their support to address municipalities under 1,000 population that do not pay their elected officials* (so not every municipality <1000 would have been included in this proposed exemption).

This multi-pronged, continuous effort – which continued unabated over the final 8 business days of Session – was ultimately blocked by the House Member who initially sponsored the expanded Form 6 financial disclosure legislation in the 2023 Session that became law.



PRIORITIES:

Enterprise Fund Transfers

The Florida League of Cities SUPPORTS the preservation of municipal authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments and services.

Legislative Ratification of Statewide Stormwater Rule

The Florida League of Cities SUPPORTS legislation to ratify the Department of Environmental Protection's proposed Environmental Resource Permitting Rules for Stormwater Design and Operation Regulations, Ch. 62-330, F.A.C.

Mobility Plans

The Florida League of Cities SUPPORTS legislation that defines and clarifies mobility plans in order to provide a clear and concise framework for Florida cities to acquire, construct, and implement both traditional and alternative modes of transportation.

Public Safety Recruitment and Retention

The Florida League of Cities SUPPORTS legislation and state funding to enhance the recruitment and retention efforts to attract talent in public safety positions. The Florida League of Cities SUPPORTS legislation that eases certification barriers for sworn law enforcement officers and firefighters relocating to the state of Florida.

Transportation Infrastructure

The Florida League of Cities SUPPORTS legislation to make equitable essential investments to ensure that transportation infrastructure can effectively serve the needs of present and future residents and visitors. This includes identifying new revenue sources for statewide, regional and local transportation requirements while promoting and leveraging existing funding channels. We SUPPORT the introduction of a fee for alternative fuel vehicles to ensure they fairly contribute to transportation infrastructure costs. We also SUPPORT the inflationary indexing of the Municipal Motor Vehicle Fuel Tax. A well-preserved transportation network not only inspires businesses to invest in our cities but also fuels job creation and economic development.

POLICY POSITIONS:

Property Assessed Clean Energy (PACE)

The Florida League of Cities SUPPORTS legislation to clarify the term "local government" under the Property Assessed Clean Energy (PACE) program means a county, a municipality, a dependent special district or an intergovernmental entity that has jurisdiction only within the boundaries of the participating members of an interlocal agreement.

**Property Tax Protection**

The Florida League of Cities **SUPPORTS** legislation that maintains an equitable property tax system while preserving a municipality's ability to fund public infrastructure, police, fire, emergency services and other essential services. Any further erosions or exemptions on the current property tax structure will unfairly shift the tax burden to the business community, renters and others.

Short-Term Rentals

The Florida League of Cities **SUPPORTS** legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety and the creation of fair lodging standards. The Florida League of Cities **SUPPORTS** legislation clarifying existing grandfathered municipal short-term rental ordinances can be amended without penalty. The Florida League of Cities **OPPOSES** legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

Sovereign Immunity

The Florida League of Cities **SUPPORTS** protecting Florida taxpayers by limiting the waiver of sovereign immunity on monetary damages recoverable in tort claims against government entities.

General Election November 2024 Ballot – Constitutional Amendments
For information only
Town of Jupiter Island: Final Report – 2024 Session of the Florida Legislature

Amendments 1, 2, 5 and 6 were placed by the Florida Legislature. Amendments 3 and 4 are citizen-led initiatives.

Amendment 1: Proposing amendments to the State Constitution to require members of a district school board to be elected in a partisan election rather than a nonpartisan election and to specify that the amendment only applies to elections held on or after the November 2026 general election. However, partisan primary elections may occur before the 2026 general election for purposes of nominating political party candidates to that office for placement on the 2026 general election ballot.

Amendment 2: Proposing an amendment to the State Constitution to preserve forever fishing and hunting, including by the use of traditional methods, as a public right and preferred means of responsibly managing and controlling fish and wildlife. Specifies that the amendment does not limit the authority granted to the Fish and Wildlife Conservation Commission under Section of Article IV of the State Constitution.

Amendment 3: Allows adults 21 years or older to possess, purchase, or use marijuana products and marijuana accessories for non-medical personal consumption by smoking, ingestion, or otherwise; allows Medical Marijuana Treatment Centers, and other state licensed entities, to acquire, cultivate, process, manufacture, sell, and distribute such products and accessories. Applies to Florida law; does not change, or immunize violations of, federal law. Establishes possession limits for personal use. Allows consistent legislation. Defines terms. Provides effective date.

Amendment 4: No law shall prohibit, penalize, delay, or restrict abortion before viability or when necessary to protect the patient's health, as determined by the patient's healthcare provider. This amendment does not change the Legislature's constitutional authority to require notification to a parent or guardian before a minor has an abortion.

Amendment 5: Proposing an amendment to the State Constitution to require an annual adjustment for inflation to the value of current or future homestead exemptions that apply solely to levies other than school district levies and for which every person who has legal or equitable title to real estate and maintains thereon the permanent residence of the owner, or another person legally or naturally dependent upon the owner is eligible. This amendment takes effect January 1, 2025.

Amendment 6: Proposing the repeal of the provision in the State Constitution which requires public financing for campaigns of candidates for elective statewide office who agree to campaign spending limits.



MEMORANDUM

TO: The Mayor and Town Commissioners
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director 
DATE: April 8, 2024
SUBJECT: Review of Group Retirement Defined Benefit Plan

Background

At the February 13, 2024, Town Commission meeting, Brian West of Newport Group reviewed the October 1, 2023 Actuarial Valuation Report. The Commission accepted the report as presented and Mr. West informed us that he would complete the required filing with the Florida Department of Management Services, Division of Retirement. Mr. West has confirmed the filing was completed.

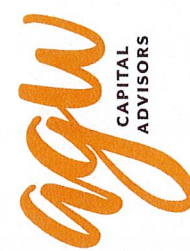
At the meeting, the Town Commission requested staff provide an overview and update of the plan at a future meeting.

Discussion

Staff has worked with Brian West of Newport Group our actuary and recordkeeper, and P.J. Gardner of AGW Capital Advisors our investment consultant for the group retirement defined benefit plan to prepare the attached overview and update of the plan.

Recommendation

Staff will present the overview and update document to the Town Commission for their questions, input, and feedback.



Overview & Update

TOWN OF JUPITER ISLAND – DB PLAN

APRIL 17, 2024

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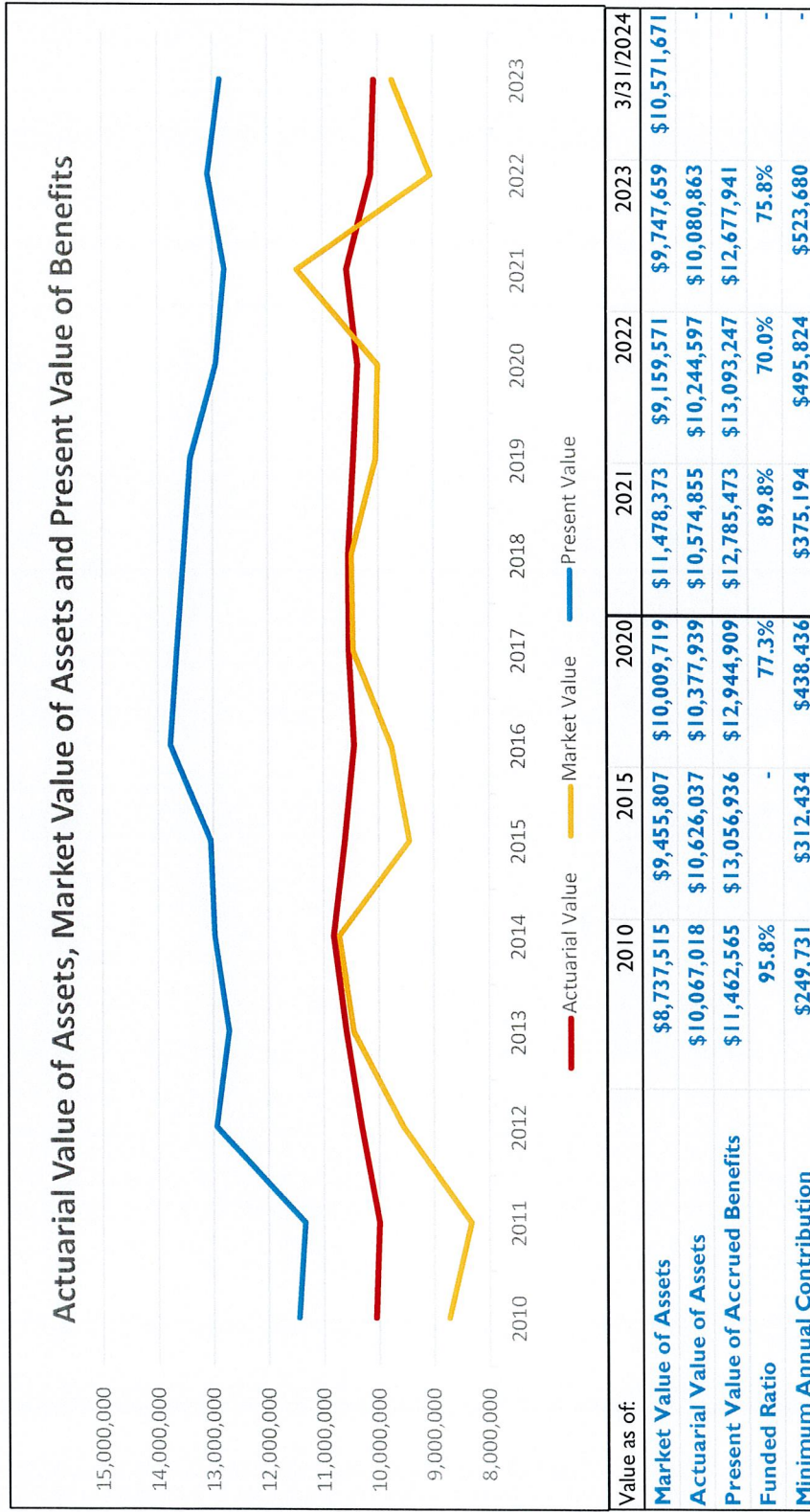


TJI DB Plan

Key Statistics & Performance

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Key Facts from Actuarial Reports



Key Facts from 2023 Actuarial Report

Key Dates & Information	
Effective Date	3/1/1975
Plan Freeze Date	9/30/2009 No new entrants or credited service
Assumed Investment Rate of Return	5.50%
Total Number of Plan Participants	66
Active Members (currently employed)	
Number	7
Annual Benefits	\$96,062
Average Annual Benefit	\$13,723
Average Age	57
Retirees & Beneficiaries	
Number	43
Annual Benefits	\$1,069,362
Average Annual Benefit	\$24,869
Average Age	71
Disability Retirees	
Number	1
Annual Benefits	\$15,591
Average Annual Benefit	\$15,591
Average Age	61
Deferred Vested Participants	
Number	15
Annual Benefits	\$111,875
Average Annual Benefit	\$7,458
Average Age	56

Town of Jupiter Island DB Plan Performance

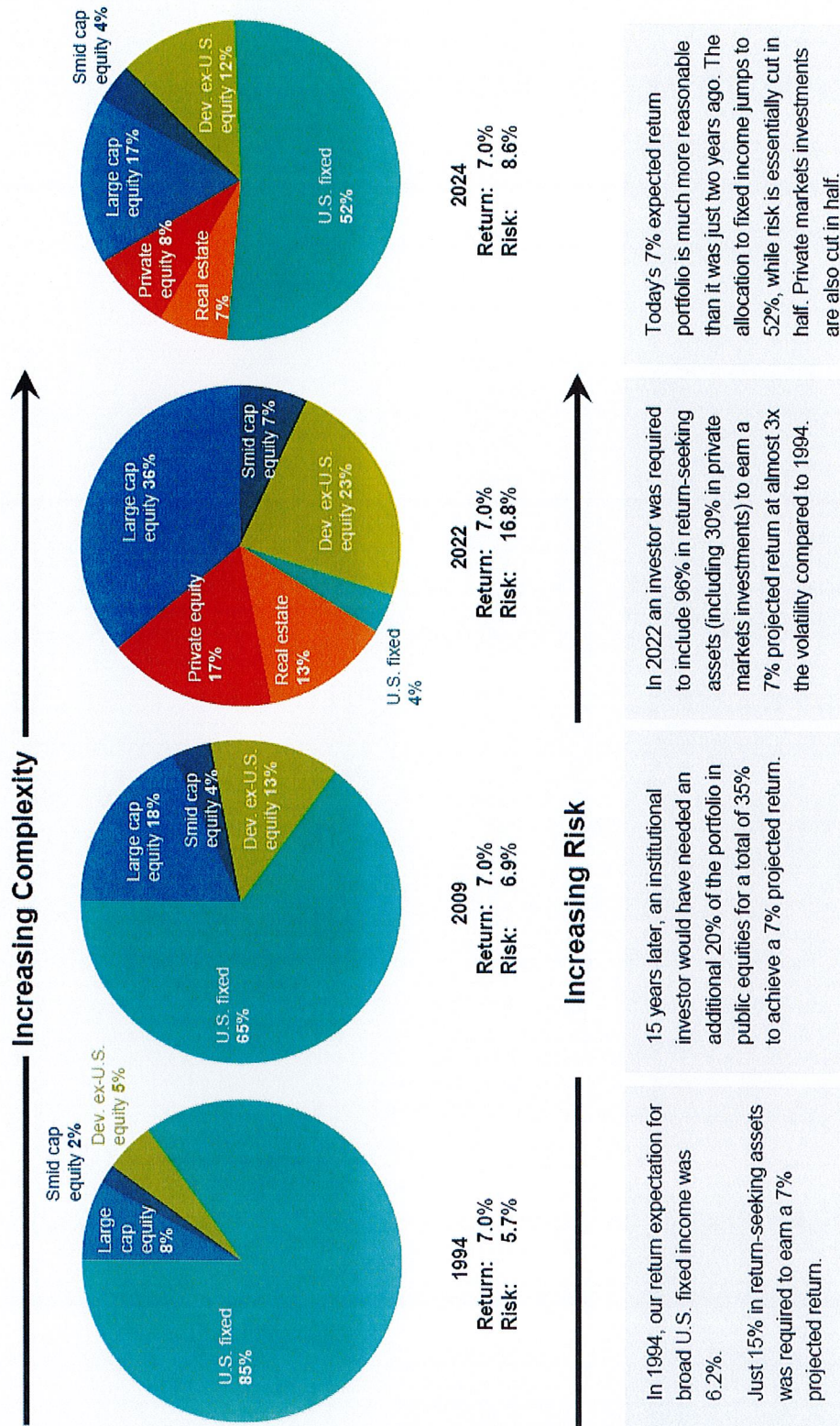
Annualized performance through March 31, 2024					
TJI 9/30 2014					
Return on Investment	QTR	1 Year	3 Years	5 Years	Inception
Town of Jupiter Island	4.5%	15.0%	4.0%	7.6%	6.2%

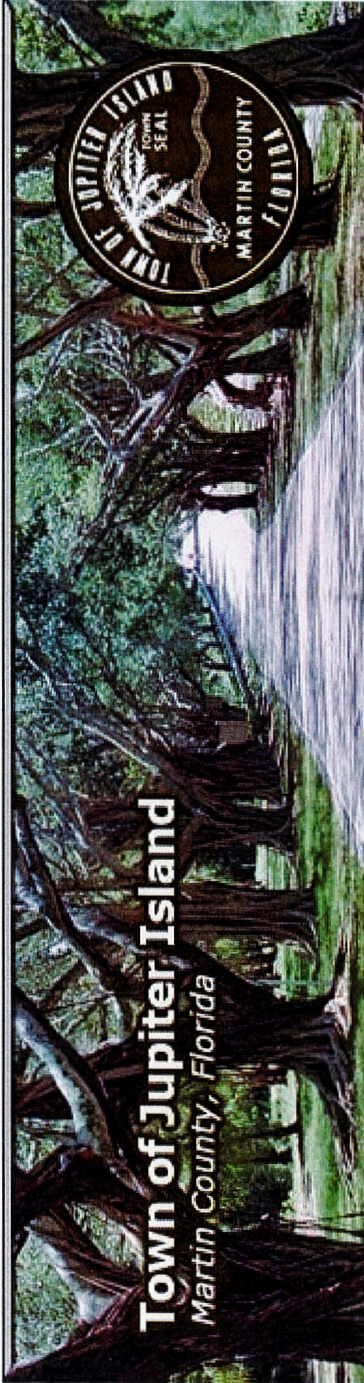
Calendar year performance

Return on Investment	YTD 2024	2023	2022	2021	2020
Town of Jupiter Island	4.5%	13.0%	-11.1%	12.2%	12.8%



2024 Risk Required to Achieve 7%





March 2024 General Fund Financial Report

Town Commission Meeting
April 17, 2024

Topics To Be Covered

General Fund

- 2023-2024 Revenues
- 2023-2024 Expenses
- Balance Sheet

**Town of Jupiter Island
FY 2023/2024 Budget**

Account Description	Amended Budget 2023-2024	3/31/2024	Target 50%
Total General Fund Revenues	\$11,406,550	\$9,685,042	85%
Transfers from Reserves	\$1,557,370	\$0	0%
Total Revenues	\$12,963,920	\$9,685,042	75%
Total Administration	\$3,319,087	\$1,318,041	40%
Total Public Safety	\$5,812,169	\$2,710,360	47%
Total Building Department	\$1,407,425	\$409,156	29%
Total Public Works	\$2,425,239	\$710,698	29%
Total General Fund Expenditures	\$12,963,920	\$5,148,255	40%
Year to Date Net Income		\$4,536,787	

2023-2024 Revenue

Town of Jupiter Island

Account Description	Amended Budget 2023-2024	PYTD Actual 3/31/2023	YTD Actual 3/31/2024	Actual % of Budget (Target 50%) 2023-2024
Ad Valorem	\$9,056,872	\$7,730,768	\$8,457,327	93%
Total Other Taxes and Fees	\$318,500	\$116,795	\$147,392	46%
Total Licenses and Permits	\$850,500	\$345,178	\$219,743	26%
Total Intergovernmental Revenue	\$164,700	\$59,612	\$89,135	54%
Total Charges for Services	\$136,000	\$116,550	\$73,290	54%
Total Fines and Forfeits	\$2,000	\$834	\$1,332	67%
Total Miscellaneous Revenues	\$196,613	\$264,512	\$412,859	210%
Transfers from Interfunds	\$681,365	\$363,476	\$283,965	42%
Subtotal Revenues	\$11,406,550	\$8,997,724	\$9,685,042	85%
Transfer from Reserves	\$1,557,370	\$0	\$0	0%
Total General Fund Revenues	\$12,963,920	\$8,997,724	\$9,685,042	75%

2023-2024 Expenses by Department

Account Description	Amended Budget 2023-2024	PYTD Actual 3/31/2023	YTD Actual 3/31/2024	Actual % of Budget (Target 50%)
Total Administration - Payroll	\$1,167,345	\$407,168	\$523,607	45%
Total Administration - Benefits	\$814,719	\$347,493	\$237,662	29%
Total Administration - Operating	\$1,317,023	\$346,916	\$549,342	42%
Subtotal	\$3,299,087	\$1,101,577	\$1,310,611	40%
Total Administration - Capital	\$20,000	\$7,123	\$7,431	37%
Total Administration	\$3,319,087	\$1,108,700	\$1,318,041	40%
Total Public Safety - Payroll	\$2,882,824	\$1,130,769	\$1,282,960	45%
Total Public Safety - Benefits	\$1,027,797	\$342,149	\$339,998	33%
Total Public Safety - Operating	\$1,382,932	\$651,292	\$717,767	52%
Subtotal	\$5,293,553	\$2,124,210	\$2,340,725	44%
Total Public Safety - Capital	\$518,616	\$8,146	\$369,636	71%
Total Public Safety	\$5,812,169	\$2,132,357	\$2,710,360	47%
Total Building - Payroll	\$516,154	\$153,681	\$199,079	39%
Total Building - Benefits	\$193,282	\$56,935	\$55,197	29%
Total Building - Operating	\$657,989	\$181,491	\$128,200	19%
Subtotal	\$1,367,425	\$392,107	\$382,477	28%
Total Building - Capital	\$40,000	\$14,901	\$26,679	67%
Total Building Department	\$1,407,425	\$407,007	\$409,156	29%
Total Public Works - Payroll	\$718,564	\$256,227	\$297,086	41%
Total Public Works-Benefits	\$437,068	\$136,258	\$156,848	36%
Total Public Works - Operating	\$779,607	\$291,146	\$256,764	33%
Subtotal	\$1,935,239	\$683,631	\$710,698	37%
Total Public Works - Capital	\$490,000	\$10,265	\$0	0%
Total Public Works	\$2,425,239	\$693,896	\$710,698	29%
Total General Fund Expenditures	\$12,963,920	\$4,341,960	\$5,148,255	40%

Balance Sheet as of 3/31/2024

Assets

CASH GENERAL ACCOUNT - SEACOAST	\$	19,547
CASH PAYROLL - SEACOAST	\$	270,074
CASH FLEX SPENDING - SEACOAST	\$	35,698
INVESTMENT - FLCLASS	\$	7,573,997
INVESTMENT - SBA	\$	3,369,213
INVESTMENT (MM) - SEACOAST	\$	4,546,676
PETTY CASH	\$	550
ACCOUNTS RECEIVABLE	\$	12,343
ACCOUNTS REC. - RETIREE BENEFITS	\$	732
DUE FROM INTERFUNDS	\$	1,321,687
DUE FROM STATE OF FLORIDA	\$	49,110
<u>PREPAID ITEMS</u>	\$	<u>15,620</u>
Total Assets	\$	17,215,247

Liabilities

ACCOUNTS PAYABLE	\$	(780)
DUE TO INTERFUNDS	\$	9,283
DUE TO OTHER GOV. UNITS	\$	1,320
ACCRUED PAYROLL LIABILITIES	\$	(9,798)
<u>OVERPAYMENTS</u>	\$	<u>604</u>
Total Liabilities	\$	630

Reserves/Fund Balances

ASSIGNED FOR EMERGENCIES	\$	1,000,000
ASSIGNED FOR COMPENSATED AB	\$	115,000
ASSIGNED FOR UNINSURED LOSS	\$	80,000
FUND BALANCE	\$	11,482,830
CHANGE IN FUND BALANCE - Current	\$	4,536,787
Total Reserves/Fund Balances	\$	17,214,617
Total Liabilities and Fund Balance	\$	17,215,247

General Fund Reserves

Account Description	Audited YE 2020	Audited YE 2021	Audited YE 2022	Audited YE 2023	Amended Budget FY 2024*
Beginning Fund Balance (Reserves)	9,095,126	8,095,873	9,033,098	6,237,564	9,298,494
Transfer from / to General Fund Reserves	509,951	1,610,431	2,247,916	3,060,930	-
Amount Budgeted From Reserves	(988,604)	(548,206)	(793,404)	-	(335,000)
Budget Amendment From Reserves	(520,600)	(125,000)	(385,000)	-	-
Total Available Fund Balance	8,095,873	9,033,098	10,102,610	9,298,494	8,963,494
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				176,170	176,170
Assigned to Conservation Projects				431,989	431,989
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	3,865,046
Unassigned Fund Balance (Reserves)	6,900,873	7,838,098	8,595,217	7,495,335	7,160,335
Total Fund Balance (Reserves)	8,095,873	9,033,098	10,102,610	13,163,540	12,828,540

*Estimated/Unaudited at time of this Report



MEMORANDUM



TO: TOWN OF JUPITER ISLAND, COMMISSION
THRU: ROBERT GARLO, TOWN MANAGER
FROM: MICHAEL S. EWING, DIRECTOR OF PUBLIC SAFETY *MSE*
DATE: APRIL 5, 2024
SUBJECT: HOBE SOUND PUBLIC BEACH; CALLS FOR SERVICE 2023

Per your request, the following is a breakdown of calls for service at the Hobe Sound Public Beach for the year 2023:

Calls for Service received and responded to by JI Public Safety:	51
Calls for Service transferred by MCSO to JI Public Safety:	8
Calls for Service received by JI Public Safety and turned over to MCSO:	8
Total Calls for Service:	59

Calls for Service by Time of Day:

Daytime Hours (7am-7pm) calls received:	39
Nighttime Hours (7pm-7am) calls received:	20

Daytime

0700-0800	2
0800-0900	1
0900-1000	4
1000-1100	3
1100-1200	5
1200-1300	2
1300-1400	4
1400-1500	4
1500-1600	2
1600-1700	3
1700-1800	4
1800-1900	5

Nighttime

1900-2000	2
2000-2100	4
2100-2200	1
2200-2300	0
2300-2400	3
0000-0100	5
0100-0200	0
0200-0300	2
0300-0400	1
0400-0500	0
0500-0600	0
0600-0700	2

Additional Patrols: 447
 Traffic Stops: 79

Upcoming Town Meetings and Events
2024

Date	Day	Time	Event/Meeting	Location
April 4	Thursday	9am	Impact Review Committee	Island Room (Required)
April 10	Wednesday	9am	Public Workshop - Development Review Process	Island Room
April 16	Tuesday	9am	Town Coffee with Commissioner Taddeo	Island Room
April 16	Tuesday	10am	Public Presentation re. Waterfront Setback Line Study	Island Room
April 17	Wednesday	9am	Town Commission/Beach	Island Room
April 25	Thursday	9am	Board of Adjustment	Island Room (Required)
May 2	Thursday	9am	Impact Review Committee	Island Room (Required)
May 13	Monday	9am	Town Coffee with Commissioner Warner	Island Roomn
May 14	Tuesday	9am	Town Commission/ Beach Protection Meetings	Island Room
May 14	Tuesday	12:30pm	SMRU Board	Conference Room
May 27	Monday	All Day	Memorial Day Holiday - Town Hall Closed	
May 30	Thursday	9am	Board of Adjustment	Island Room (If Required)
June 6	Thursday	9am	Impact Review Committee	Island Room (If Required)
June 11	Tuesday	9am	Town Coffee with Vice Mayor Field	Island Room
June 12	Wednesday	9am	Town Commission/Beach Protection Meetings	Island Room
June 27	Thursday	9am	Board of Adjustment	Island Room (if Required)

April 1, 2024

Key
Changes from Previous Schedule
Board of Adjustment
Impact Review Committee
Town Hall Closed

Agendas posted on Town Website: www.townofjupiterisland.com prior to the meeting