TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members

From: Staff

Date: January 11, 2019

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Town of Jupiter Island Comprehensive Plan
Amendment No. 18-01ER

Introduction

The Community Planning Act, Chapter 163, Florida Statutes, requires that the regional planning council review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Town of Jupiter Island was received on December 14, 2018 and contains text changes to the Infrastructure, Coastal Management, and Conservation elements of the comprehensive Plan. The proposed changes are based on the Town’s Evaluation and Appraisal Review (EAR). This report includes a summary of the proposed amendments and Council comments.

Summary of Proposed Amendment

The proposed amendments include replacement of obsolete text and data with more current text and data in the Introduction; minor changes to the Infrastructure, Coastal Management, and Conservation elements; inclusion of an updated 10-Year Water Supply Facilities Work Plan; and updated data and analysis for all elements in the Town’s comprehensive plan. These proposed amendments are based on the Town’s EAR, which was completed in April 2018. The purpose of the EAR is to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated. On April 10, 2018, the Town notified the Florida Department of Economic Opportunity that amendments to their comprehensive plan were necessary due to statutory changes and to address issues of local concern.
The Town has provided the changes in strikethrough and underline format. Because of the extensive volume of material in the amendment package, the revisions have been provided as a supplement on Council’s website. The most significant changes in the comprehensive plan are summarized below:

**Infrastructure Element**

- Minor edits to the opening narrative related to maps and the sale of irrigation quality water to bulk users on the mainland.
- Deletion of old maps and the addition of a new map showing the entire South Martin Regional Utility Service Area.
- Updates throughout the element to the name and date of the Water Supply Facilities Work Plan to reflect the 2017 Update.

**Coastal Management Element**

- Policy 05.01.02.02 is revised to detail the protection of sea turtle nesting areas.
- Policy 05.01.05.06 is revised to include the requirement of compliance with federal and state regulations for the construction and repair of seawalls.
- Policy 05.03.03.03 is added to maintain the established Erosion Control Line along the length of the permitted beach nourishment project shoreline and extend the Erosion Control Line where needed to support the expansion of beach renourishment where appropriate, thereby limiting seaward encroachment of development in those areas.
- Policy 05.03.06.05 is revised to capitalize Coastal Construction Control Line.
- Objective 05.04.01.00 is revised to include federal and state park counterparts in the intergovernmental coordination mechanism for areawide conservation of coastal resources.
- Policy 05.04.01.01 is revised to include review of federal and state parks plans to ensure proper management of coastal resources.

**Regional Impacts**

No adverse effects on regional resources or facilities have been identified.

**Extrajurisdictional Impacts**

Council requested comments from local governments and organizations expressing an interest in reviewing the proposed amendment on December 18, 2018. A copy of a letter (attached Exhibit 2) dated August 7, 2018 from Samuel Amerson, P.E., Martin County’s Director of Utilities and Solid Waste Department, to Mr. Mario Loaiza, P.E. with the South Martin Regional Utility (SMRU) was received on January 9, 2019. Mr. Gene Rauth, Town Manager of Jupiter Island was
copied on that correspondence. The letter is related to the Town’s proposal to expand SMRU’s service area boundary beyond the bounds of the 2005 Interlocal Agreement between the Town and County, the Martin County Potential Service Area map as adopted in the Martin County Comprehensive Growth Management Plan, and the boundaries of the County’s Urban Service District. On January 14, 2019, Council received a copy of a letter (Exhibit 3) dated August 14, 2018 from Gene Rauth, Town Manager of Jupiter Island, responding to Mr. Amerson’s letter of August 7, 2018.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

Recommendation

Council should approve this report and authorize its transmittal to the Town of Jupiter Island and the Florida Department of Economic Opportunity.

Council Action – January 18, 2019

Commissioner Smith from Martin County moved approval of the staff recommendation. Commissioner Townsend from St. Lucie County seconded the motion, which carried unanimously.

Attachments
List of Exhibits

Exhibit

1  General Location Map
2  Correspondence from Martin County
3  Correspondence from the Town of Jupiter Island
Exhibit 1
General Location Map
August 7, 2018

Mr. Mario E. Loiza, P.E.
South Martin Regional Utility
P.O. Box 385
Hobe Sound, Florida 33475

Dear Mr. Loiza:

We have received a copy of the Town of Jupiter Island Resolution No. 801 amending the Town's water, wastewater and reclaimed water utility service area for South Martin Regional Utility (SMRU) adopted on February 21, 2018. This amendment expands SMRU's service area beyond the bounds of the 2005 Joint Planning Area Interlocal Agreement between the Town of Jupiter and the Martin County Board of County Commissioners (attached) and the Martin County Potential Service Areas map (Figure 11-2) as adopted in the Martin County Comprehensive Growth Management Plan (CGMP). As stated in the Agreement “The Town endorses and agrees to abide by the Martin County Urban Service District boundaries in so much as the Town shall not provide urban services outside the Martin County urban services boundary.” The Agreement further underscores that “proposals for extension of utilities shall be mutually communicated through proactive cooperation.” Through the Agreement, the Town has agreed to support the terms of the comprehensive plan.

The amendment expands the service areas boundary beyond the County’s Urban Service District as shown in Martin County Urban Service District Map Figure 4-2 of the CGMP. In addition, the CGMP Plan Policy 11.1.C states “The extension of potable water lines and expansion of treatment plant capacity will be based on the projected demand for service as established in the Future Land Use Maps (Chapter 4 of the CGMP)... (2) Extension of public potable water facilities shall be limited to areas identified in the Future Land Use Element as an established urban service district including the exceptions identified in Chapter 4, Policy 4.7A.3 of the CGMP.”

Sincerely,

Samuel Amerson, P.E.
Utilities and Solid Waste Director

cc: Gene Rauth, Town of Jupiter
Don Donaldson, Martin County
Clyde Dalin, Martin County
Anne Murray, Martin County
Sarah Wood, Martin County
Nicki Vomoc, Martin County
Samantha Lovelady, Martin County
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made by and between the Town Commission of the Town of Jupiter Island (Town) and the Martin County Board of County Commissioners (County).

WHEREAS, the parties are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Martin County Comprehensive Growth Management Plan and the Town of Jupiter Island Comprehensive Plan call for coordination of planning; and

WHEREAS, the unincorporated area in south Martin County, as shown on attached Map #1, Martin County/Jupiter Island Joint Planning Area, is an area where development will impact the Town; and is an area in which both jurisdictions are desirous of jointly planning and coordinating planning efforts; and

WHEREAS, the Joint Planning Area is an area where future development will impact both the Town of Jupiter Island and Martin County in ways including, but not limited to the Town-owned South Martin Regional Utility (SMRU), beach access, recreation facilities, road impacts (including bike and golf cart use, stormwater planning, emergency evacuation and landscaping);

NOW THEREFORE, in consideration of the mutual covenants contained in this Interlocal Agreement, the parties agree as follows:

1. Authority. This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act.

2. Area. The County and the Town hereby designate the area shown on attached Map #1 as the “Martin County-Jupiter Island Joint Planning Area.

   A. The County and the Town agree that proposals affecting this “Martin County-Jupiter Island Joint Planning Area,” including but not limited to future land use amendments (text or map), amendments to zoning regulations and zoning map, annexations, significant development applications, road improvements, beach improvements or developments, and proposals for extension of utilities shall be mutually communicated through proactive cooperation.
   B. Hobe - St. Lucie Conservancy District is an independent special district created pursuant to Chapter 298, Florida Statutes, and the provisions of Chapter 88-514, Laws of Florida. It has the specific right to provide public facilities or services, including utilities, within its geographical area, as set forth in the provisions of applicable law. The County and the Town agree to communicate with each other and with the Hobe - St. Lucie Conservancy District with regards to any provision of services impacting the geographical area of the Hobe - St. Lucie Conservancy District.
4. Proactive Cooperation. Each jurisdiction shall notify the other of any and all planning processes as enumerated in Item 3, Joint Planning above. Significant development applications shall include all applications for more than 25 residential units or more than 50,000 square feet of non-residential use in any project. Each jurisdiction shall follow the procedure outlined in 6.E regarding significant developments.

5. Notice and Comments. The Town and the County shall each provide notice of any proposals for items enumerated in item 3 above. The receiving body shall respond to a notice of a planning process (as enumerated in item 3 above) by the other within 30 days of receipt of such notice. Comments shall be in writing. The Town and the County shall give consideration to the comments received from the other party in regard to any planning process.

6. Further Considerations.

A. Martin County Primary and Secondary Urban Services Boundaries (USB). The Town endorses and agrees to abide by the Martin County Urban Service District boundaries inasmuch as the Town shall not provide urban services outside the Martin County urban service boundary. In the event of a change to the County’s urban services boundary within the Martin County / Jupiter Island Joint Planning Area (JPA) and that applies to any undesignated utility service area within the JPA boundaries, the provision of utility services shall be determined by the following formula:

Step 1: Calculate the distance from the center of the proposed development to the point(s) in each utility system where there exists water and wastewater lines of a diameter size and available hydraulic capacity sufficient to provide service to the proposed development (the “Available Lines”).

Step 2: Calculate for each utility system, using identical costs of construction, material and equipment, the cost of extending water and wastewater lines, lift stations, pump stations, and storage facilities (as needed) from each utility system’s Available Lines to the center of the proposed development of a size and hydraulic capacity sufficient to serve the proposed development (the “Line Costs”).

Step 3: Calculate for each utility system the published, prevailing water and wastewater impact fees without “credits, deductions or deferrals” that would be due for the number of equivalent residential connections projected for the proposed property (the “Impact Fees”).

Step 4: Add the Line Costs and the Impact Fees for each utility system (the “Total Cost”).

The utility system with the lowest Total Cost shall have the first option to provide utility service to the proposed development. If the utility system does not exercise its option to provide service within ninety (90) days, then any provider may provide the service. Notwithstanding the foregoing formula, the Town shall retain all rights it has pursuant to Chapter 180.02 Florida Statutes.
B. Roads. The County and the Town agree to proactively cooperate on all matters regarding South Beach Road and in particular 1) any requests for the sale of right-of-way by the County to any party other than the Town, 2) the landscaping of rights-of-way, 3) special use by bicycles and golf carts, 4) storm water planning, 5) emergency evacuation and 6) road maintenance.

C. Beaches. The County and the Town agree to proactively cooperate toward the goal of substantially increasing the availability of beach access to the St. Lucie Inlet State Park by investigating alternative implementation techniques such as special districts, assessments or impact fees.

D. Annexation and Municipal Incorporation of Lands Within the Joint Planning Area. The County and the Town agree to provide notification beyond that currently required in Florida Statutes 171 regarding any proposed annexations of unincorporated lands in Martin County, contractions of municipal land in Jupiter Island, or incorporations. Notification of the pending annexation or contraction shall be provided to the other jurisdiction 30 days prior to the publishing or posting of the annexation ordinance notice required by 171.042, Florida Statutes or the contraction ordinance notice required by 171.051, Florida Statutes. Notification shall include copies of the annexation report required by Section 171.043 (2), Florida Statutes. Notification of any incorporation shall be provided to the Town by the County within five days of the County receiving such notice. Both parties agree to consult on any proposed annexations of unincorporated lands in Martin County, or contractions of municipal land in Jupiter Island via a meeting of the County Administrator and the Town Manager prior to the public hearings on the annexation or contraction ordinance.

E. Review of Development Applications. Martin County shall require pre-application meetings with the Development Review Committee on all applications for significant development applications located within the joint planning area. Martin County shall require the applicant to notify the Town of Jupiter Island of the pre-application meeting and invite a representative of the Town to attend the pre-application meeting. Jupiter Island shall provide comments, or send a representative to the pre-application meeting.

7. Dispute Resolution and Judicial Review. The County and the Town shall utilize the Treasure Coast Regional Planning Council for informal mediation when the two parties cannot resolve disputes under this agreement.

8. Effective Date and Duration. This Interlocal Agreement shall become effective upon its respective approval by both parties at their scheduled public meetings and execution by their respective Chairman and recording in the Public Records of Martin County, Florida. This Agreement shall be enforced for a term of twenty (20) years. Thereafter, the Agreement shall extend from year to year unless terminated by any party upon ninety (90) days written notice to all other parties.

9. Inclusion within Comprehensive Plans of the two Jurisdictions. This Interlocal Agreement shall be referenced in the Intergovernmental Coordination Element of the Comprehensive Plans of the two jurisdictions. Amendments to include such language to this effect shall be accomplished within two years of the date of this agreement.
DULY ADOPTED this 7th day of December, 2004.

ATTEST: BOARD OF COUNTY COMMISSIONERS
MARIN COUNTY, FLORIDA

[Signature] By: [Signature]
Marsha Ewing, Clerk Lee Weberman, Chairman

(SEAL) APPROVED AS TO FORM AND CORRECTNESS

[Signature]
Stephen Fry, County Attorney

DULY ADOPTED this 12th day of January, 2005.

ATTEST: TOWN OF JUPITER ISLAND COMMISSION

[Signature] By: [Signature]
Antonia M. Wickes, Clerk Joseph E. Connolly, Mayor

(SEAL) APPROVED AS TO FORM AND CORRECTNESS

[Signature]
John C. Randolph, Town Attorney
August 14, 2018

Delivered via USPS and Email
Mr. Samuel Amerson, P.E.
Martin County Utilities & Solid Waste Dept.
PO Box 9000
Stuart, FL 34995-9000

Re: Response to Your Letter of August 7, 2018 re. SMRU Utility Service Territory

Dear Mr. Amerson:

Thank you for sharing your thoughts on Town Resolution No. 801, expanding the SMRU Utility Service Territory. We appreciate the County’s input. However, we note a few misunderstandings in your correspondence that we wanted to clarify for the County.

First, the SMRU Utility Service Territory before the amendment in Town Resolution No. 801, and before the parties entered into the 2005 Joint Planning Area Interlocal Agreement (“JPA”), extended beyond the County’s Urban Service District. So the amendment did not expand the SMRU Service Territory beyond the County’s Urban Service District.

Second, the 2005 Joint Planning Area Interlocal Agreement between the County and the Town did not address, no less prohibit, the Town from expanding its utility service territory. Instead, the JPA states, “The Town endorses and agrees to abide by the Martin County Urban Service District boundaries as much as the Town shall not provide urban services outside the Martin County urban service boundary.” This sentence doesn’t prohibit the Town from expanding the SMRU Utility Service Territory (nor could it as the Town’s determination of its utility service territory is a Home Rule and statutory police power determination that could not be contracted away).

Third, the Town’s expansion of the SMRU Utility Service Territory does not constitute an extension of potable water lines and expansion of treatment plant capacity, and thus does not implicate any provisions of the JPA regarding expansion of utility infrastructure. In fact, the Town has no current requests for utility service in the expanded Utility Service Territory, nor any current plans to construct any such expansion infrastructure. If and when the Town receives any proposals to expand utility facilities, we will communicate those to the County (note that under your predecessor at the County, the County did not always timely communicate the County’s received proposals for extension of utilities, e.g., the proposed Harmony development). However, please review carefully the provisions of the JPA as the provisions regarding utility expansions that you cited only apply inside the JPA planning area, which is a defined sub-area within the Town’s Utility Service Territory that does not apply to the rest of the Town’s Utility Service Territory, then constituted or as currently expanded (which the County acknowledged with regard to the proposed Harmony development which lies within the Town’s Utility Service Territory but outside the JPA planning area).
Fourth, the Town then agreed with the County (and still does) as a policy matter, that urban services should not be provided outside the County’s urban service boundary. The County, and not the Town, has control over growth and development in the unincorporated areas of the County, and the Town has no intention of providing urban services to properties not authorized to receive urban services by the County. Please review again the public interest determination made by the Town Commission in the WHEREAS clauses of Resolution No. 801, which are completely consistent with the intent of the County and the Town in entering into the JPA to protect and preserve the water resources and natural environment in southern Martin County from uncontrolled development.

Hopefully, this has been helpful in clarifying any misunderstandings the County may have regarding the Town’s expansion of the Utility Service Territory. If you still have additional question/concerns, I would be happy to meet with you to discuss them further.

Sincerely,

Gene A. Rauth
Town Manager

Encl: Letter 8/7/2018
Resolution No. 801 2/21/2018
Interlocal Agreement 12/7/2004

cc: Town Commissioners
Mario Loaiza, P.E., SMRU Director
Tom Baird, Town Attorney
Phil Gilden, SMRU Attorney
Paul J. Nicoletti, Indian Town Village Attorney