

## 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.

**3. Joint Planning.**

- 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 services boundary. In the event of a change in 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.

OR BK 01983 PG 0185

DULY ADOPTED this 7<sup>th</sup> day of December, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

Marsha Ewing  
Marsha Ewing, Clerk

By: Lee Weberman  
Lee Weberman, Chairman

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS

David A. Peton  
for Stephen Fry, County Attorney

DULY ADOPTED this 12<sup>th</sup> day of January, 2004<sup>5</sup>.

ATTEST:

TOWN OF JUPITER ISLAND COMMISSION

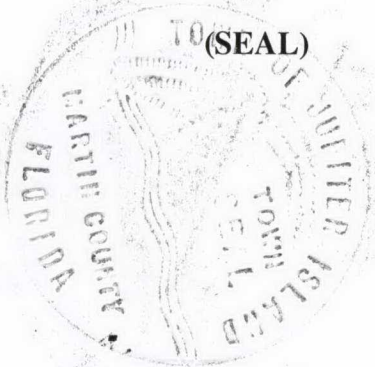
Antonia M. Wickes  
Antonia M. Wickes, Clerk

By: Joseph E. Connolly  
Joseph E. Connolly, Mayor

(SEAL)

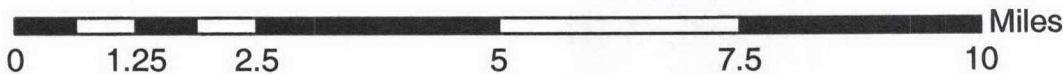
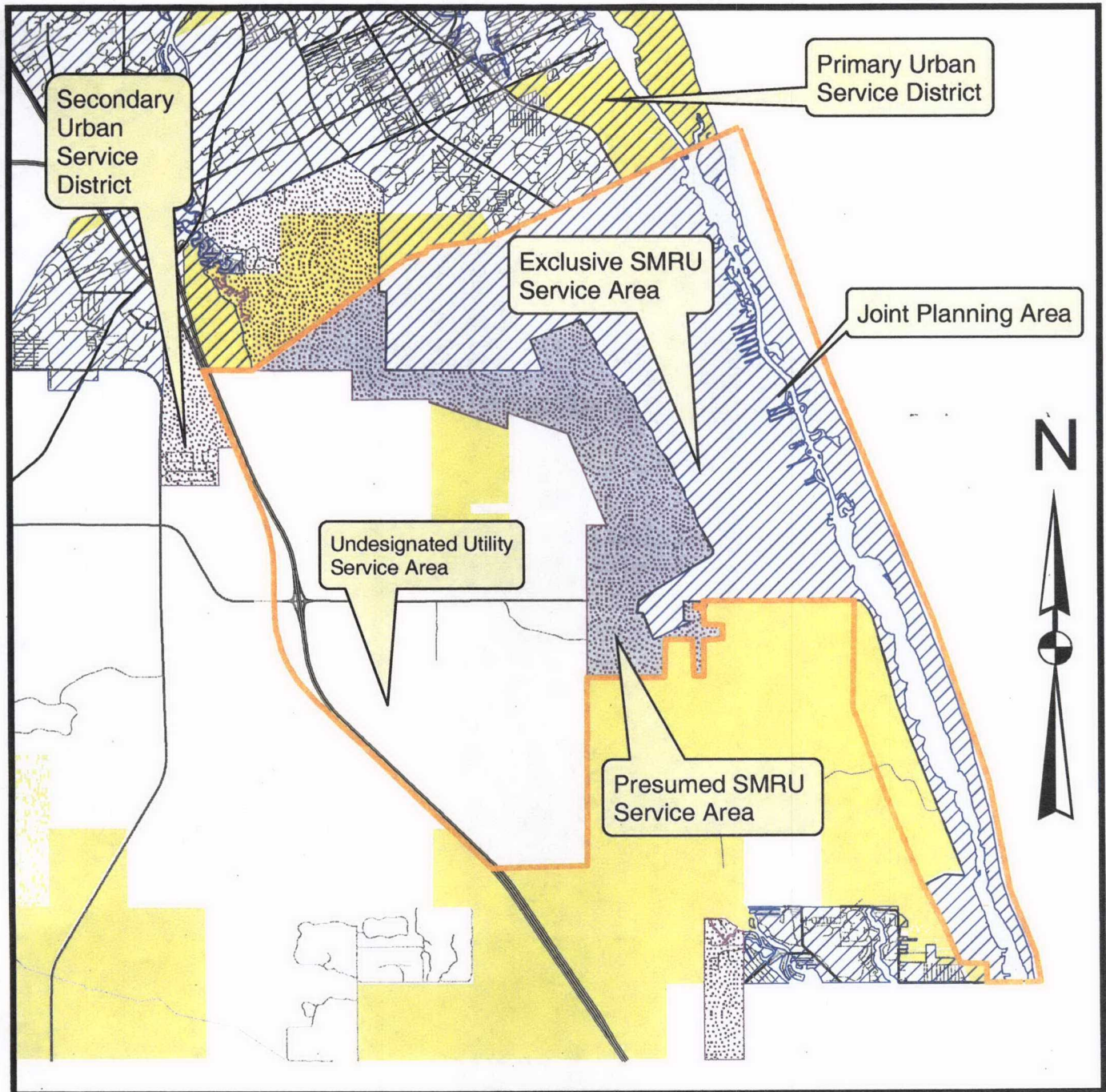
APPROVED AS TO FORM AND CORRECTNESS

John C. Randolph  
John C. Randolph, Town Attorney





# Martin County / Jupiter Island Joint Planning Area



Project Name: Joint Planning Area  
 Plot Location: T:\gmd\gmp\special\_studies\3\_intergov\Jlutility\interlocal\JPA10.25.04.pdf  
 Created By: C. Dulin GMD  
 Plot Date: Oct. 25 2004

**Disclaimer**  
 "This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient."

## Legend

- |  |           |  |                    |
|--|-----------|--|--------------------|
|  | JPA       |  | Presumed           |
|  | Primary   |  | Conservation Lands |
|  | Secondary |  | Exclusive          |