ORDINANCE NO. 01-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA AMENDING APPENDIX AZONING CODE, ARTICLE I- GENERAL PROVISIONS OF THE CODE OF ORDINANCES OF THE TOWN OF JUPITER INLET COLONY, FLORIDA BY AMENDING SECTION 17. GENERAL PROVISIONS AND EXCEPTIONS SUBSECTION (G) UTILITY POLES, FENCES AND WALLS USED AS FENCES IN ORDER TO PROHIBIT THE INSTALLATION OF DRIVEWAY GATES: PROVIDING AUTHORITY TO CODIFY: PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA, AS FOLLOWS:

<u>SECTION 1</u>. APPENDIX A-ZONING CODE, Article I-General Provisions, Section 17. *General Provisions and Exceptions* of the Code of Ordinances of the Town of Jupiter Inlet Colony, Florida is hereby amended as follows:

Subsections A through F are unchanged.

- (G) Utility Poles, Fences and Walls used as Fences.
 - (1) Unchanged
 - (2) Unchanged
 - (3) Driveway gates are <u>prohibited</u>. required to open on the property and not infringe on the road right of way. Maximum height of the gate is allowed per Section 17 (G) (2) as noted above.

Subsections H through J are unchanged.

SECTION 2. Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the Town of Jupiter Inlet Colony, Florida.

<u>SECTION 3.</u> That all Ordinances or parts or Ordinances, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

<u>SECTION 5.</u> This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this 13 day of January, 2020.

	TOWN OF JUPITER INLET COLONY	, FLORIDA
	Mayor-Daniel J. Comerford, III	
	Vice-Mayor Milton J. Block	
	Commissioner Michael A. Armato	
ATTEST:	Commissioner Saeed A. Khan	
Town Clerk Jude M. Goudreau	Commissioner Richard D. Busto	

RESOLUTION NO. 2020-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA, APPROVING AN AGREEMENT WITH PALM BEACH COUNTY SUPERVISOR OF ELECTIONS (SOE) FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES AND GRANTING AUTHORIZATION FOR MAYOR AND TOWN CLERK TO EXECUTE THE SAME; REQUESTING THE SOE TO CONDUCT THE TOWN'S MARCH 17, 2020 GENERAL ELECTION AND MARCH 31, 2020 RUN-OFF ELECTION, IF NECESSARY; DESIGNATING MEMBERS OF A CANVASSING BOARD FOR THE TOWN OF JUPITER INLET COLONY IN THE EVENT A RUNOFF ELECTION IS NECESSARY; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Town desires the SOE to conduct the Town's election scheduled for March 17, 2020 and Run-off election, if necessary, on March 31, 2020; and

WHEREAS, the Town desires to name the members of the Town's Canvassing Board in the event of a Run-off election is necessary and deeming all serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA, AS FOLLOWS:

- **SECTION 1.** The Town Commission hereby grants approval to enter into the Agreement with the Palm Beach County Supervisor of Elections (SOE) for 2020 Municipal Elections Vote Processing Equipment Use and Election Services, which is attached and made part of this Resolution, and grants authorization for the Mayor and Town Clerk to execute the same.
- **SECTION 2.** The Town Council requests the SOE to conduct the Town's municipal election scheduled for March 17, 2020 and Run-Off election on March 31, 2020, if necessary.
- **SECTION 3.** In the event of a Run-off election, the Town Commission hereby designates the Town Clerk, or designee, the unopposed Town Commissioners, or designees, and the SOE, or designee, to serve as the Canvassing Board for said election(s).
- **SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith are repealed to the extent of such conflict.
- **SECTION 5.** Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word by declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.
 - **SECTION 6.** This Resolution shall become effective upon its adoption.

SECTION 6. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 10 day of February, 2020.

	TOWN OF JUPITER INLET COLONY, FLORIDA
	Mayor-Daniel J. Comerford
	Vice-Mayor Milton J. Block
	Commissioner Michael A. Armato
	Commissioner Saeed A. Khan
	Commissioner Richard D. Busto
ATTEST:	
Town Clerk Jude M. Goudreau	

ORDINANCE NO. 01-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONEY, FLORIDA AMENDING APPENDIX AZONING CODE, ARTICLE I- GENERAL PROVISIONS OF THE CODE OF ORDINANCES OF THE TOWN OF JUPITER INLET COLONY, FLORIDA BY AMENDING SECTION 17. GENERAL PROVISIONS AND EXCEPTIONS SUBSECTION (G) UTILITY POLES, FENCES AND WALLS USED AS FENCES IN ORDER TO PROHIBIT THE INSTALLATION OF DRIVEWAY GATES: PROVIDING AUTHORITY TO CODIFY: PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA, AS FOLLOWS:

<u>SECTION 1</u>. APPENDIX A-ZONING CODE, Article I-General Provisions, Section 17. *General Provisions and Exceptions* of the Code of Ordinances of the Town of Jupiter Inlet Colony, Florida is hereby amended as follows:

Subsections A through F are unchanged.

- (G) Utility Poles, Fences and Walls used as Fences.
 - (1) Unchanged
 - (2) Unchanged
 - (3) Driveway gates are <u>prohibited</u>. required to open on the property and not infringe on the road right of way. Maximum height of the gate is allowed per Section 17 (G) (2) as noted above.

Subsections H through J are unchanged.

SECTION 2. Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the Town of Jupiter Inlet Colony, Florida.

<u>SECTION 3.</u> That all Ordinances or parts or Ordinances, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

<u>SECTION 5.</u> This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this 13 day of January, 2020.

	TOWN OF JUPITER INLET COLONY, I	FLORID.
	Mayor-Daniel J. Comerford, III	
	Vice-Mayor Milton J. Block	
	Commissioner Michael A. Armato	
ATTEST:	Commissioner Saeed A. Khan	
Town Clerk Jude M. Goudreau	Commissioner Richard D. Busto	

ORDINANCE NO. 02-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA AMENDING CHAPTER 11 PEDDLERS AND SOLICITORS OF THE CODE OF ORDINANCES IN ORDER TO CREATE NEW SECTIONS PERTAINING TO THE PERMITTING AND REGULATION OF GARAGE SALES; PROVIDING A PERMIT REQUIREMENT AND LIMITING THE NUMBER OF SALES FOR A PROPERTY IN A CALENDAR YEAR; PROVIDING REGULATIONS PERTAINING TO THE HOURS AND CONDUCT OF GARAGE SALES; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING AUTHORITY TO CODIFY; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

<u>SECTION 1</u>. Chapter 11 PEDDLERS AND SOLICITORS of the Code of Ordinances of the Town of Jupiter Inlet Colony is hereby amended by creating new Sections 11-10 through 11-13, inclusive, as follows:

Section 11-10 Garage sales and other outdoor sales; permit required; limitation on number of permits per year.

- a) No garage sale, carport sale, yard sale, outdoor sale, or other similar activity shall be conducted in the Town without the issuance of a permit from the Town. When two (2) or more families, households or properties occupying adjoining or abutting properties join together to conduct such a sale, each property shall obtain a permit and such permit shall be counted as one of the two (2) allowed permits for the calendar year.
- b) There shall be no fee charged by the Town for the issuance of a sale permit. Provided, the applicant shall at the time of permit application pay to the Town an amount sufficient to reimburse the Town for the cost of a police officer who shall be assigned to monitor traffic and parking during the hours of the sale. For combined property or household garage sales, the services of only one police officer shall be required.
- c) Not more than two (2) permits shall be issued to any one street address during any calendar year.

Section 11-11. Garage sales and other outdoor sales; application for permit; issuance.

- a) Applicants for a garage sale or other outdoor sale permit shall first submit to the Town an application for permit showing:
 - (1) The name and address of the person conducting the garage sale or other outdoor sale.
 - (2) The day and hours when the sale shall occur.
- b) The Town Administrator, or designee, shall issue the permit as a matter of right upon payment of funds sufficient to retain a police officer for the sale hours and a determination that the garage sale or other outdoor sale does not violate any of the terms of this Code. By applying for a permit, the applicant agrees to comply with all permit and Town Code requirements.

Section 11-12. Restrictions.

- a) Garage sales or other outdoor sales shall be permitted only on Saturdays between the hours of 9:00 a.m. and 1:00 p.m. Such sales at any other time are prohibited.
- b) All sites of garage sales or outdoor sales, including abutting Town swale and road areas, shall be left in a clean and orderly manner upon completion of the sale activities.
- c) No signs shall be posted concerning the garage sale or outdoor sale.
- Section 11-13. *Penalty for violations*. Violations of the regulations for conducting garage or outdoor sales shall be grounds for denial of a subsequent sale permit. In addition, the Town may, in its sole discretion, refer alleged violations for code enforcement proceedings.
- <u>SECTION 2.</u> Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the Town of Jupiter Inlet Colony, Florida.
- <u>SECTION 3.</u> That all Ordinances or parts or Ordinances, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.
- <u>SECTION 4.</u> If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

<u>SECTION 5.</u> This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this 13 day of January, 2020.

	TOWN OF JUPITER INLET COLON	Y, FLORIDA
	Mayor-Daniel J. Comerford, III	
	Vice-Mayor Milton J. Block	
	Commissioner Michael A. Armato	-
ATTEST:	Commissioner Saeed A. Khan	-
Town Clerk Jude M. Goudreau	Commissioner Richard D. Busto	-

ORDINANCE NO. 03 - 2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE V. BOARDS, COMMISSIONS AND COMMITTEES OF THE CODE OF ORDINANCES OF THE TOWN OF JUPITER INLET COLONY IN ORDER TO CREATE A NEW DIVISION 1, JIC SOCIAL COMMITTEE; BY ESTABLISHING THE JIC SOCIAL COMMITTEE; PROVIDING FOR THE COMPOSITION OF THE COMMITTEE AND FOR THE APPOINTMENT AND TERMS OF OFFICE FOR ITS MEMBERS; PROVIDING FOR THE SELECTION OF A CHAIRPERSON AND VICE-CHAIRPERSON, QUALIFICATION OF MEMBERS AND FOR MEETINGS; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE COMMITTEE; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA, AS FOLLOWS:

<u>SECTION 1</u>. Chapter 2. ADMINISTRATION, Article V. Boards, Commissions and Committees of the Code of Ordinances of the Town of Jupiter Inlet Colony, Florida is hereby amended to create a new Division 1. JIC Social Committee which shall read as follows:

Division 1. JIC Social Committee

Section 2-318. Establishment.

The JIC Social Committee of the Town of Jupiter Inlet Colony is hereby established as a permanent advisory body to the Town Commission.

Section 2-319. Composition; Appointment; Terms

The JIC Social Committee shall be composed of seven (7) members. Members shall be appointed by the Town Commission for a one (1) year term and shall be subject to appointment and/or reappointment at the Town's annual organizational meeting to be held as provided in Section 5-10 of this Code. Vacancies shall be filled by the Town Commission as may be required.

Section 2-320. Organization; Qualifications of Members; Meetings

A. The Committee shall elect a Chairperson and Vice-Chairperson to preside at its meetings. The Chairperson shall be the official spokesperson for the Committee and the formal liaison between the Committee and the Town Commission.

- B. The Committee shall formulate rules and regulations for the conduct of its business.
- C. Four (4) members of the Committee shall constitute a quorum. A vote of a majority of the members present at a meeting shall be required in order to approve any action by the Committee.
- <u>D.</u> The Town shall provide administrative support and assistance as may be needed.
- E. Members of the Committee shall be Town residents.
- F. The Committee shall meet as often as may be necessary in order to fulfill its duties and responsibilities.

Section 2-321. Duties and Responsibilities

The duties and responsibilities of the Committee shall be as follows:

- A. The planning and scheduling of general meetings of Town residents with speakers as may be appropriate;
- B. The planning and scheduling of semi-annual beach cleanup events;
- C. The planning and scheduling of "pizza in the park" events:
- D. The planning and scheduling of an annual Town picnic or dinner;
- E. Act as the judging entity for Holiday house decorating awards;
- F. In conjunction with the Garden Club, provide greeter or welcoming services for new residents to the Town;
- G. Plan, schedule and organize such other Town events or activities as may be requested by the Town Commission;
- H. The Committee shall have no responsibility for preparation or distribution of a Town Resident Directory or the JIC Inlet/ Outlet publication.
- I. The Committee shall not expend any funds or authorize any expenditures of funds without the prior approval and authorization of the Town Commission.

<u>SECTION 2.</u> Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the Town of Jupiter Inlet Colony, Florida.

SECTION 3. That all Ordinances or parts or Ordinances, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

<u>SECTION 4.</u> If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

SECTION 5. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this 9th day of December, 2019.

	TOWN OF JUPITER INLET COLONY, FLORIS
	Mayor Daniel J. Comerford, III
	Vice-Mayor Milton J. Block
ATTEST:	Commissioner Michael A. Armato
Jude M. Goudreau	Commissioner Saeed A. Khan
Town Clerk	Commissioner Richard D. Busto

ORDINANCE NO. 04-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA AMENDING CHAPTER 21-WATERWAYS, ARTICLE II. DOCK AND PIER CONTROL, SECTION 21-18. LENGTH, WIDTH, AND CONFIGURATION OF THE CODE OF ORDINANCES OF THE TOWN OF JUPITER INLET COLONY, FLORIDA IN ORDER TO INCREASE THE MAXIMUM ALLOWABLE LENGTH OF A DOCK OR PIER; PROVIDING AUTHORITY TO CODIFY; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA, AS FOLLOWS:

Section 1. CHAPTER 21-WATERWAYS, ARTICLE II. DOCK AND PIER CONTROL, SECTION 21-18. Length, width and configuration of the Code of Ordinances of the Town of Jupiter Inlet Colony is hereby amended to read as follows:

Sec. 21-18. - Length, width and configuration.

- (a) No dock or pier shall be constructed which extends waterward from the mean high water line in excess of the lesser of the following distances:
 - (1) Fifty (50) Seventy-five (75) feet; or
 - (2) Ten (10) percent of the waterway width; or
 - (3) The distance from the point at which the dock or pier intersects the mean high water line measured in a straight line to the nearest point on the three-foot mean low water line; provided, however, the foregoing limitations shall not prohibit a dock which does not extend waterward from the mean high water line in excess of six (6) feet; or
 - (4) The distance allowed by the permitting regulations of other agencies that also have jurisdiction over the waterway.

Subsections (b) through (g), inclusive, are unchanged.

SECTION 2. Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the Town of Jupiter Inlet Colony, Florida.

SECTION 3. That all Ordinances or parts or Ordinances, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

SECTION 5. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this 13 day of January, 2020.

	TOWN OF JUPITER INLET COLONY, I	FLORIDA
	Mayor-Daniel J. Comerford, III	
	Vice-Mayor Milton J. Block	
	Commissioner Michael A. Armato	9
ATTEST:	Commissioner Saeed A. Khan	
Town Clerk Jude M. Goudreau	Commissioner Richard D. Busto	

SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES

This Second Amendment to Franchise Agreement is made this _____day of ______ 2020, by and between WASTE MANAGEMENT INC. OF FLORIDA ("Waste Management" or "Contractor") with a place of business at 2700 Wiles Road, Pompano Beach, Florida 33073 and the TOWN OF JUPITER INLET COLONY, FLORIDA, ("Town").

WHEREAS, Nichols Sanitation, Inc. ("Nichols") and the Town entered into that certain Franchise Agreement for Solid Waste and Recyclable Materials Collection Services on September 28, 1999 (the "Franchise Agreement"); and

WHEREAS, Nichols merged into Waste Management on July 27, 2005, and has serviced the Town pursuant to the Franchise Agreement from that time; and

WHEREAS, the initial term of the Franchise Agreement ended on September 30, 2009, and was extended for five years by mutual agreement pursuant to Section 3 (b) of the Franchise Agreement; and

WHEREAS, the parties have mutually approved additional term $\,$ extensions in the best interest of the Town through March 1 $^{\rm st},\,2020;\,$ and

WHEREAS, the parties desire to memorialize an additional term extension and provide for the adjustment of rates through the use of the Water, Sewer and Trash Collection index.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the Town and Waste Management do hereby agree as follows:

- 1. **Term**. The term of the Franchise Agreement is modified so that it will expire on September 30, 2025 unless extended pursuant to the terms of Section 3 (b).
- 2. **Collection Rates**. Section 13 (a) is modified to provide that the residential and roll off collection rates set forth in the attached Rate Exhibit cover the period from October 1, 2019 to September 30, 2020. These rates were frozen in October 2019 and will continue to be so through September 30, 2020 when they will be subject to adjustment pursuant to Section 14 set forth below.
- 3. Rate Adjustment Index WST. Section 14 of the Franchise Agreement is deleted and replaced with the following:

Consumer Price Index and other Adjustments. Compensation payable to the Contractor for Collection Services shall be adjusted annually to reflect 100% of the change in the Water, Sewer and Trash Collection index. On October 1st of 2020 and each October 1st thereafter during the term of this Agreement, the rates for Residential, Commercial and Roll-off Solid Waste Collection shall be adjusted to reflect any increase in the United States Water, Sewer, and Trash Collection (WST), publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG), during the previous year due to inflation and economic conditions. Specifically, in Exhibit I, the Collection portion of the Rates shall be adjusted by an amount that is equal to the percentage change in the Water, Sewer, and Trash Collection (WST) CPI, publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG), during the most recent previous twelve consecutive month period beginning on April 1 and ending on March 31. This annual adjustment may not exceed 4.5%.

In addition, The Contractor or the Town may petition for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business, i.e., revised laws, ordinances, or regulations; changes in location of disposal sites or; changes in disposal charges, etc. However, an adjustment in rates shall only be accomplished by bilateral amendment to the agreement and the approval of such rate adjustment shall not be unreasonably withheld.

Other Provisions. All other terms and conditions unless specifically modified herein shall remain in full force and effect. IN WITNESS WHEREOF, the Town and Waste Management have executed this Second Amendment this _____ day of _____ 2020.

4.

JUPITER INLET COLONY By:	WASTE MANAGEMENT INC. OF FLORIDA By:
Title:	Title:
Attest: Town Clerk:	Attest: Assistant Secretary:

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