



GEORGE G. GENTILE – Chairman

THOMAS HOWARD – Vice Chairman

JAMES H. DAVIS – Secretary/Treasurer

MICHAEL MARTINEZ

GAIL WHIPPLE

JOSEPH B. CHAISON  
Executive Director  
[jchaison@jupiterinletdistrict.org](mailto:jchaison@jupiterinletdistrict.org)

CAMILLE GLAFF  
Administrative Assistant  
[cglaff@jupiterinletdistrict.org](mailto:cglaff@jupiterinletdistrict.org)

## AGENDA

DATE: July 13, 2022  
TO: JID Commissioners and Staff  
FROM: Joseph Chaison, Executive Director   
SUBJECT: Meeting Agenda

The Regular Monthly Meeting has been scheduled for **Wednesday, July 13, 2022 at 7:00 P.M.** at the Jupiter Inlet District Administration Building, 400 N. Delaware Blvd., Jupiter, Florida.

1. Call to Order
2. Comments from the Public
3. Approval of Minutes
  - June 8, 2022 Regular Meeting
4. Approval of Bills
  - Submission of June Bills
  - Submission of Payroll, Utility Bills and Health Insurance Invoice for July
5. Treasurer's Report
  - Approval of June 2022 Treasurer's Report
6. Executive Director's Report
7. Engineer's Report
8. Legal Report
9. Unfinished Business
10. New Business
11. Commissioner Reports
12. Next Meeting Date(s) – Regular Meeting, August 10, 2022
13. Adjournment

**REGULAR BOARD MEETING  
BOARD OF COMMISSIONERS  
JUPITER INLET DISTRICT  
MINUTES  
June 8, 2022**

**COMMISSIONERS PRESENT**

Thomas Howard, Vice Chairman  
James H. Davis, Secretary/Treasurer  
Michael Martinez  
Gail Whipple

**COMMISSIONERS ABSENT**

George Gentile, Chairman

**OTHERS PRESENT**

Joseph B. Chaison, Executive Director  
William R. H. Broome, Attorney  
Kenneth Craig, PE, Taylor Engineering

**MEMBERS OF THE PUBLIC**

Cami Glaff

**1. Call to Order**

Vice-Chairman Howard called the meeting to order at 7:00 PM.

Pledge of Allegiance

**2. Comments from Public**

No comments from the public.

**3. Approval of Minutes**

• **May 11, 2022 Regular Meeting Minutes**

Vice-Chairman Howard entertained a **MOTION to approve the Minutes of the Regular Meeting on May 11, 2022.** Commissioner Martinez noted on Page 6 that the 'd' should be removed so that it reads 'an inlet study'. Commissioner Whipple questioned on Page 3 regarding the Taylor property whether it would be classified as an Interlocal Agreement or a Joint Purchase

Agreement. Mr. Chaison clarified that it would be both- with an ILA being executed and an Ownership Deed for tenancy in common. Vice-Chairman Howard also noted on Page 3 that a sentence should be adjusted. Vice Chair Howard so entertained a **MOTION to approve the Minutes**. Treasurer Davis **MOVED to approve the Minutes as amended**. Commissioner Whipple **SECONDED**. Vice Chairman Howard called for discussion; there being none, the **MOTION CARRIED unanimously**.

#### 4. Approval of Bills

- **Submission of May Bills** – Vice-Chairman Howard noted that the check detail submitted to the board for approval included payments that were already submitted and approved in May, in addition to the bills that currently need approval. Director Chaison acknowledged that the check detail should have been run to cull out those previous bills. Treasurer Davis made a **MOTION to approve the May Bills and the additional Bills as presented**. Commissioner Whipple **SECONDED**. Vice-Chairman Howard asked Mr. Chaison to describe the office furniture expenditures from the previous month. There being no further discussion, **the MOTION CARRIED unanimously**.
- **Submission of Payroll, Utility Bills and Health Insurance Invoice for June** – Vice-Chairman Howard called for a **MOTION to approve the Utility Bills and Health Insurance Invoice for June**. Secretary Davis so **MOVED**; Commissioner Whipple **SECONDED**. There being no further discussion, **the MOTION CARRIED unanimously**.

#### 5. Treasurer's Report

- **Approval of May 2022 Treasurer's Report**  
Vice Chairman Howard called for a **MOTION to approve the May 2022 Treasurer Report**. Treasurer Davis so **MOVED**; Commissioner Whipple **SECONDED**. There being no further discussion, **the MOTION CARRIED unanimously**.

## **6. Executive Director's Report**

### **JID Administrative Assistant Hiring:**

Mr. Chaison updated the board that staff and Counsel interviewed candidates and selected Ms. Camille Glaff. Ms. Glaff received excellent references, has applicable experience, has a B.A. in Business Administration, and is a Jupiter area local, having completed the Environmental Science Program at Jupiter High. Mr. Chaison introduced Ms. Glaff to the board. The board discussed the hiring and welcomed Ms. Glaff to the Jupiter Inlet District.

### **Central Embayment -Main Channel Maintenance Dredging:**

Mr. Chaison reported the Main Channel maintenance dredging is complete. Final walkthrough was conducted on June 1st. Multiple public projects have approached the JID regarding the material for fill.

### **Loxahatchee River Railroad Bridge:**

Mr. Chaison stated that the Brightline and Scott Bridge Company completed the bascule replacement of the railroad bridge on schedule. Bridge span replacement will now progress southward to completion. The enhanced clearance span is scheduled for fall 2022 installation.

### **Seagrass Marker Buoy Installation:**

Mr. Chaison stated that he met with the Jupiter Inlet Foundation (JIF) to coordinate their informational marker buoy installation. Mr. Chaison confirmed that JIF have listed the buoys with the Coast Guard and received a Letter of No Objection. JIF has ordered the buoys, and have contracted with American Underwater Contractors for the installation. The buoys will be field-fit during installation to ensure that the buoys function as an enhancement to the JID mangrove island restoration and will not impede navigation.

### **Hurricane Plan Review:**

Mr. Chaison reported that the Emergency Preparedness Plan was reviewed and performed as part of the Preseason Preparations.

### **Jupiter Inlet District Webcam and Website:**

Mr. Chaison informed the board that the cable for the live stream feed of our webcam was damaged and required replacement. The live feed was out of service from May 20th to the 31st, still photographs and weather data were not interrupted. During this repair, we adjusted the live feed to include a view of our Living Shoreline project.

Mr. Chaison discussed all of the measures that the JID employs to ensure accessibility of the website.

**500 North Delaware Blvd (Taylor Property):**

Mr. Chaison and Counsel have engaged with Town of Jupiter staff and supplied our preferred language for joint ownership, planning, and management of the site.

**2023 Legislative Session Update -Commissioner Fees:**

Mr. Chaison and Counsel have informed the Palm Beach County Legislative Delegation Office of the JID's intent to seek passage of a Local Bill. Mr. Chaison attended a Legislature workshop on June 2nd. Drafting of the Bill and publishing notice of intent will occur over the summer.

**Inlet Study Workshop:**

Mr. Chaison proposed a discussion to talk about the Board's schedules and preferences for an Inlet Study Workshop Meeting.

A general discussion ensued regarding the content needed for a productive workshop meeting. Mr. Craig noted that it will require a fast turnaround and that he will have materials prepared for a workshop meeting. A workshop was tentatively scheduled for **7:00pm on Wednesday, June 22, 2022.**

**7. Engineer's Report**

**General Engineering**

*Jetty Observation*

Mr. Craig performed the monthly jetty condition assessment on June 8 and did not report any significant changes from the prior assessment.

**Loxahatchee River Main Channel Maintenance Dredging**

Ahtna began dredging operations on April 22, 2022 and concluded active dredging on May 18, 2022. Comparison of pre- and post-construction surveys indicates Ahtna dredged a total of 9,095 cy from within the main channel template. Mr. Craig noted that the channels looks to be in great shape and Athna did a great job of managing the DMMA. On Saturday May 14, 2022, the damaged weir pipe noted in last month's report failed causing erosion of the adjacent shoreline into the Sims Creek area. Ahtna immediately ceased dredging operations and began addressing the failed pipe. By Monday May 16, 2022, the weir pipe had been repaired and

dredging operations resumed. Ahtna performed spot dredging with a hand pump at locations with obvious shoaling between the weir discharge pipe and the Sims Creek channel. Athna provided frequent updates on the cleanup progress and photographs of the final cleanup depths. Mr. Craig recommends that the weir be evaluated in the near future to ensure no further issues. On Wednesday June 1, 2022, Ahtna, JID, and Taylor Engineering conducted a final walkthrough of the DMMA area. The perimeter of DMMA is in good shape expect for one small wash out on the north side.

A final payment to Athna of \$255,669.10 was approved and the final paperwork will be submitted to the Army Corps of Engineers. The board expressed gratitude to Athna upon their completion of work.

#### **Loxahatchee River Mile 6 Gap Closure and Oxbow Restoration Maintenance**

Taylor Engineering submitted the state and federal environmental permit applications to the South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (USACE). SFWMD issued the environmental resource permit on November 4, 2021. The USACE issued a request for additional information (RAI) on December 8, 2021. Taylor Engineering completed a site visit to confirm site and natural resource conditions on December 22, 2021. Taylor Engineering submitted the completed RAI response to the USACE on February 2, 2022. The RAI response remains under review by the USACE.

#### **Jupiter Inlet Jetties Restoration**

The project team has completed the topographic survey and inspection at the north and south jetties including the Jupiter Inlet Colony shoreline and seawall. The team is now collating inspection data and prioritizing repairs. Additionally, the team is developing a memorandum summarizing the findings at the Jupiter Inlet Colony seawall. Taylor is also continuing conversations with concrete suppliers regarding advancing materials, finishing, and updating specifications. Mr. Craig anticipates having tentative options for the board to review at either the July or August regular board meeting.

### **8. Legal Report**

Mr. Broome reported that he conferred with Mr. Chaison by telephone on several matters, including the outfall from the DMMA into Sims Creek. Mr. Broome also sat in on two interviews for 2 potential administrative assistant candidates.

Mr. Broome also worked with Mr. Chaison and commissioners to gather material for response to Ms. Kezber's attorney's public records request. There has been no further communication regarding their settlement demand.

Mr. Broome stated that the schedule for the local Bill will be posted in November 2022. There are steps that can be taken that will have the District ready to move forward; including advertising and drafting of the legislative changes. A Local Bill meeting will take place and the District will attend and make a presentation.

Mr. Broome was also asked to draft a provision for inclusion in the administrative procedures manual regarding remote work and hiring and job termination. A draft has been written and shared with Mr. Chaison. Mr. Broome plans to present this draft to the board once appropriate reviews and changes have taken place.

Mr. Broome addressed the request for a review of the District's record keeping, including ADA compliance. Vice Chair Howard made the recommendation to hold off on discussion until Chairman Gentile is present. Mr. Broome stated that his main takeaway from his review is he did not find significant non-compliance with the District's record keeping or ADA conformance.

**9. Unfinished Business**

None.

**10. New Business**

None.

**11. Commissioner Reports**

**Commissioner Whipple**

None.

**Commissioner Martinez**

None

**Vice Chairman Howard**

None.

**Treasurer Davis**

Treasurer Davis will be attending the LRPI meeting on Monday June 13, 2022

**Chair Gentile**

Not present.

**13. Next Meeting Date(s)**

Workshop Meeting – June 22, 2022

Regular Meeting – July 13, 2022

**14. Adjournment**

There being no further business before the Commission, Vice-Chairman Howard called for a **MOTION to Adjourn**. Treasurer Davis so **MOVED**; Commissioner Martinez **SECONDED**. The **MOTION CARRIED UNANIMOUSLY**. The meeting was adjourned at 8:28 PM.

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George G. Gentile, Chairman

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Thomas L. Howard, Vice Chairman



# Jupiter Inlet District Check Detail

June 10 through July 6, 2022

62,200.20  
KWA  
online

TRANSACTIONS - CHECKS DATED JULY \$ 8,555.60  
 CHECKS DATED JUNE \$ (53,644.60)  
 TOTAL OF DETAIL CHECK REGISTER \$ 62,200.20  
 SUMMARY CHECKS

Date	Name	Item	Account	Paid Amount	Original Amount
2022	AT&T		BB&T		-200.63
2022		Telephone/Internet		-200.63	200.63
				-200.63	✓ 200.63
2022	AT&T Mobility		BB&T		-76.73
2022		Telephone/Internet		-76.73	✓ 76.73
				-76.73	76.73
2022	Comcast		BB&T		-93.30
2022		Public Information		-93.30	93.30
				-93.30	93.30
2022	Great America Finan...		BB&T		-189.39
2022		Office Maintenance C...		-189.39	189.39
				-189.39	189.39
2022	Truist		BB&T		-409.10
2022		Office Supplies		-49.16	49.16
		Public Information		-39.90	39.90
		Membership Dues & S...		-20.40	20.40
		Office Supplies		-19.89	19.89
		Site Improvements		-100.58	100.58
		Site Improvements		-46.92	46.92
		Computer Software/H...		-49.99	49.99
		Office Supplies		-82.26	82.26
				-409.10	409.10
TOTAL				-409.10	409.10
Bill Pmt -Check	BILLP...	06/29/2022	Florida Power & Light	BB&T	-232.38
Bill		06/29/2022	Office Maintenance C...		218.82
			Public Information		13.56
TOTAL				-232.38	232.38
Bill Pmt -Check	DIREC...	06/28/2022	James Davis	BB&T	-184.70
Bill		06/28/2022	Commissioner Fees		200.00
TOTAL				-184.70	200.00
Bill Pmt -Check	DIREC...	06/28/2022	Camille Glaff	BB&T	-2,532.54
Bill		06/28/2022	Salaries		2,969.40
TOTAL				-2,532.54	2,969.40
Bill Pmt -Check	DIREC...	06/28/2022	Gail P. Whipple	BB&T	-184.70
Bill		06/28/2022	Commissioner Fees		200.00
TOTAL				-184.70	200.00
Bill Pmt -Check	DIREC...	06/28/2022	George G. Gentile	BB&T	-184.70
Bill		06/28/2022	Commissioner Fees		200.00
TOTAL				-184.70	200.00
Bill Pmt -Check	DIREC...	06/28/2022	Joseph Chaison	BB&T	-8,002.90

11:32 AM

07/06/22

## Jupiter Inlet District Check Detail June 10 through July 6, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		06/28/2022			Salaries	-8,002.90	9,327.50
TOTAL						-8,002.90	9,327.50
Bill Pmt -Check	DIREC...	06/28/2022	Michael A. Martinez		BB&T		✓ 184.70
Bill		06/28/2022			Commissioner Fees	-184.70	200.00
TOTAL						-184.70	200.00
Bill Pmt -Check	DIREC...	06/28/2022	Thomas L. Howard		BB&T		✓ -184.70
Bill		06/28/2022			Commissioner Fees	-184.70	200.00
TOTAL						-184.70	200.00
Bill Pmt -Check	Draft	06/28/2022	ADP-IRS		BB&T		✓ -2,858.15
Bill	Payroll	06/28/2022			Payroll Liabilities	-1,837.96	1,837.96
					Social Security	-824.41	824.41
					Medicare Taxes	-192.81	192.81
					Florida Re-employme...	-2.97	2.97
TOTAL						-2,858.15	2,858.15
Bill Pmt -Check	DRAFT	07/06/2022	ADP		BB&T		✓ -145.60
Bill		07/06/2022			Payroll Expenses	-145.60	145.60
TOTAL						-145.60	145.60
Bill Pmt -Check	2768	06/14/2022	DEX Imaging		BB&T		-48.34
Bill		06/14/2022			Office Maintenance C...	-48.34	48.34
TOTAL						-48.34	48.34
Bill Pmt -Check	2769	06/14/2022	Friends of Jupiter Be...		BB&T		-300.00
Bill		06/14/2022			Outreach Program	-300.00	300.00
TOTAL						-300.00	300.00
Bill Pmt -Check	2770	06/14/2022	Judy McKee		BB&T		-250.00
Bill		06/14/2022			Janitorial/Pest Control	-250.00	250.00
TOTAL						-250.00	250.00
Bill Pmt -Check	2771	06/21/2022	Rudling's Pest Control		BB&T		-33.00
Bill		06/21/2022			Janitorial/Pest Control	-33.00	33.00
TOTAL						-33.00	33.00
Bill Pmt -Check	2772	06/21/2022	Kyzar Air Conditioni...		BB&T		-460.00
Bill		06/21/2022			Maintenance & Repairs	-460.00	460.00
TOTAL						-460.00	460.00
Bill Pmt -Check	2773	06/21/2022	Streamline		BB&T		-200.00
Bill		06/21/2022			Public Information	-200.00	200.00
TOTAL						-200.00	200.00
Bill Pmt -Check	2774	06/21/2022	Erdman Video Syste...		BB&T		-2,550.00
Bill		06/21/2022			Public Information	-2,550.00	2,550.00

11:32 AM

07/06/22

**Jupiter Inlet District**  
**Check Detail**  
 June 10 through July 6, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-2,550.00	2,550.00
Bill Pmt -Check	2775	06/24/2022	Florida Municipal Ins...		BB&T		-5,638.67
Bill		06/24/2022			Insurance-Medical/De...	-5,638.67	5,638.67
TOTAL						-5,638.67	5,638.67
Bill Pmt -Check	2776	06/24/2022	DEX Imaging		BB&T		-50.08
Bill		06/24/2022			Office Maintenance C...	-50.08	50.08
TOTAL						-50.08	50.08
Bill Pmt -Check	2777	06/24/2022	Treasure Coast Irrig...		BB&T		-832.21
Bill		06/24/2022			Landscape Maintenance	-832.21	832.21
TOTAL						-832.21	832.21
Bill Pmt -Check	2778	06/29/2022	American Underwate...		BB&T		-850.00
Bill		06/29/2022			Marker Maintenance	-850.00	850.00
TOTAL						-850.00	850.00
Bill Pmt -Check	2779	06/29/2022	Orange Tree Landsc...		BB&T		-300.00
Bill		06/29/2022			Landscape Maintenance	-300.00	300.00
TOTAL						-300.00	300.00
Bill Pmt -Check	2780	06/29/2022	Taylor Engineering, l...		BB&T		-22,191.56
Bill		06/29/2022			Jetty Maintenance	-16,255.49	16,255.49
					General Engineering	-4,120.00	4,120.00
					Central Embayment C...	-1,816.07	1,816.07
TOTAL						-22,191.56	22,191.56
Bill Pmt -Check	2781	06/30/2022	Florida Municipal Pe...		BB&T		-746.20
Bill		06/30/2022			Retirement-Employer	-746.20	746.20
TOTAL						-746.20	746.20
Bill Pmt -Check	2782	07/06/2022	American Underwate...		BB&T		-1,140.00
Bill		07/06/2022			Marker Maintenance	-1,140.00	1,140.00
TOTAL						-1,140.00	1,140.00
Bill Pmt -Check	2783	07/06/2022	Streamline		BB&T		-200.00
Bill		07/06/2022			Public Information	-200.00	200.00
TOTAL						-200.00	200.00
Bill Pmt -Check	2784	07/06/2022	William R.H. Broome		BB&T		-6,700.00
Bill		07/06/2022			Legal Fees	-5,150.00	5,150.00
					Special Legal Fees	-225.00	225.00
					Legal Fees	-1,325.00	1,325.00
TOTAL						-6,700.00	6,700.00
Bill Pmt -Check	2785	07/06/2022	KDT Solutions, Inc.		BB&T		-370.00
Bill		07/06/2022			Computer Software/H...	-370.00	370.00

## TREASURER'S REPORT AS OF JUNE 30, 2022

### BB&T - Checking Account

Bank balance forward from previous statement - May 31, 2022		\$ 1,159,775.97	
Plus Deposits:			
6/8/2022	PBC Tax Collector-Share of Taxes	10,075.84	
6/29/2022	Board of County Commissioners	1.00	
6/29/2022	Comcast - Refund	93.30	
6/29/2022	FL. Department of Revenue - Refund	37.82	
Less Checks & Other Withdrawals Cleared:		<u>\$ (319,699.39)</u>	
<b>Bank balance at June 30, 2022</b>		\$ 850,284.54	\$ 850,284.54
Less Outstanding Checks		<u>(34,682.44)</u>	
<b>Register balance at June 30, 2022</b>	(see note)	<u><u>\$ 815,602.10</u></u>	

NOTE: Does not include checks dated in July 2022 of \$8,555.60 for June Expenses signed/approved in June or to be signed at the July 2022 meeting.

### State Board of Administration

#### FUND A

Balance Forward from May 31, 2022		\$ 8,176,281.00	
Plus Deposits:			
Interest earned June 2022		8,396.17	
Total Deposits		<u>\$ 8,396.17</u>	
<b>Balance at June 30, 2022</b>		<u><u>\$ 8,184,677.17</u></u>	\$ 8,184,677.17
<b>TOTAL BALANCE</b>		<u><u>\$ 9,000,279.27</u></u>	<u><u>\$ 9,034,961.71</u></u>
		REGISTER BALANCE	BANK BALANCE

**Jupiter Inlet District**  
**Reconciliation Summary**  
BB&T, Period Ending 06/30/2022

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	<u>Jun 30, 22</u>
Beginning Balance	1,159,775.97
Cleared Transactions	
Checks and Payments - 35 items	-319,699.39
Deposits and Credits - 2 items	10,207.96
Total Cleared Transactions	<u>-309,491.43</u>
Cleared Balance	<u><u>850,284.54</u></u>
Uncleared Transactions	
Checks and Payments - 15 items	<u>-34,682.44</u>
Total Uncleared Transactions	<u>-34,682.44</u>
Register Balance as of 06/30/2022	<u><u>815,602.10</u></u>
New Transactions	
Checks and Payments - 5 items	<u>-8,555.60</u>
Total New Transactions	<u>-8,555.60</u>
Ending Balance	<u><u>807,046.50</u></u>

**Jupiter Inlet District**  
**Reconciliation Detail**  
**BB&T, Period Ending 06/30/2022**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,159,775.97
<b>Cleared Transactions</b>						
<b>Checks and Payments - 35 items</b>						
Bill Pmt -Check	05/27/2022	2751	Taylor Engineering, I...	X	-26,106.31	-26,106.31
Bill Pmt -Check	05/27/2022	2749	William R.H. Broome	X	-4,424.00	-30,530.31
Bill Pmt -Check	05/27/2022	2759	Florida Municipal Ins...	X	-4,223.46	-34,753.77
Bill Pmt -Check	05/27/2022	2748	Dorothy Jacks, CFA,...	X	-3,949.25	-38,703.02
Bill Pmt -Check	05/27/2022	2758	American Underwat...	X	-3,849.00	-42,552.02
Bill Pmt -Check	05/27/2022	2747	Orange Tree Landsc...	X	-1,750.00	-44,302.02
Bill Pmt -Check	05/27/2022	2763	Florida Municipal Pe...	X	-746.20	-45,048.22
Bill Pmt -Check	05/27/2022	2757	The Plumbing Comp...	X	-458.85	-45,507.07
Bill Pmt -Check	05/27/2022	2761	AT&T	X	-200.63	-45,707.70
Bill Pmt -Check	05/27/2022	2750	Streamline	X	-200.00	-45,907.70
Bill Pmt -Check	05/27/2022	2756	Comcast	X	-196.60	-46,104.30
Bill Pmt -Check	05/27/2022	2754	Florida Power & Light	X	-196.60	-46,300.90
Bill Pmt -Check	05/27/2022	2753	Great America Fina...	X	-189.39	-46,490.29
Bill Pmt -Check	05/27/2022	2760	Treasure Coast Irrig...	X	-80.00	-46,570.29
Bill Pmt -Check	05/27/2022	2762	AT&T Mobility	X	-76.73	-46,647.02
Bill Pmt -Check	05/27/2022	2752	DEX Imagining	X	-51.41	-46,698.43
Bill Pmt -Check	05/27/2022	2755	Rudling's Pest Control	X	-33.00	-46,731.43
Bill Pmt -Check	06/06/2022	2764	AHTNA MARINE AN...	X	-255,669.10	-302,400.53
Bill Pmt -Check	06/06/2022	DRAFT	ADP	X	-142.62	-302,543.15
Bill Pmt -Check	06/08/2022	2765	Taylor Engineering, I...	X	-1,200.00	-303,743.15
Bill Pmt -Check	06/08/2022	2767	KDT Solutions, Inc.	X	-370.00	-304,113.15
Bill Pmt -Check	06/08/2022	2766	Kay S. Anderson	X	-300.00	-304,413.15
Bill Pmt -Check	06/21/2022	BILL P...	AT&T	X	-200.63	-304,613.78
Bill Pmt -Check	06/21/2022	BILL P...	AT&T Mobility	X	-76.73	-304,690.51
Bill Pmt -Check	06/23/2022	BILL P...	Comcast	X	-93.30	-304,783.81
Bill Pmt -Check	06/27/2022	BILLP...	Great America Fina...	X	-189.39	-304,973.20
Bill Pmt -Check	06/28/2022	DIRE...	Joseph Chaison	X	-8,002.90	-312,976.10
Bill Pmt -Check	06/28/2022	Draft	ADP-IRS	X	-2,858.15	-315,834.25
Bill Pmt -Check	06/28/2022	DIRE...	Camille Glaff	X	-2,532.54	-318,366.79
Bill Pmt -Check	06/28/2022	DIRE...	Michael A. Martinez	X	-184.70	-318,551.49
Bill Pmt -Check	06/28/2022	DIRE...	George G. Gentile	X	-184.70	-318,736.19
Bill Pmt -Check	06/28/2022	DIRE...	Gail P. Whipple	X	-184.70	-318,920.89
Bill Pmt -Check	06/28/2022	DIRE...	James Davis	X	-184.70	-319,105.59
Bill Pmt -Check	06/28/2022	DIRE...	Thomas L. Howard	X	-184.70	-319,290.29
Bill Pmt -Check	06/29/2022	BILLP...	Truist	X	-409.10	-319,699.39
<b>Total Checks and Payments</b>					-319,699.39	-319,699.39
<b>Deposits and Credits - 2 items</b>						
Deposit	06/08/2022			X	10,075.84	10,075.84
Deposit	06/29/2022			X	132.12	10,207.96
<b>Total Deposits and Credits</b>					10,207.96	10,207.96
<b>Total Cleared Transactions</b>					-309,491.43	-309,491.43
<b>Cleared Balance</b>					-309,491.43	850,284.54
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 15 items</b>						
Bill Pmt -Check	06/14/2022	2769	Friends of Jupiter B...		-300.00	-300.00
Bill Pmt -Check	06/14/2022	2770	Judy McKee		-250.00	-550.00
Bill Pmt -Check	06/14/2022	2768	DEX Imagining		-48.34	-598.34
Bill Pmt -Check	06/21/2022	2774	Erdman Video Syste...		-2,550.00	-3,148.34
Bill Pmt -Check	06/21/2022	2772	Kyzar Air Conditioni...		-460.00	-3,608.34
Bill Pmt -Check	06/21/2022	2773	Streamline		-200.00	-3,808.34
Bill Pmt -Check	06/21/2022	2771	Rudling's Pest Control		-33.00	-3,841.34
Bill Pmt -Check	06/24/2022	2775	Florida Municipal Ins...		-5,638.67	-9,480.01
Bill Pmt -Check	06/24/2022	2777	Treasure Coast Irrig...		-832.21	-10,312.22
Bill Pmt -Check	06/24/2022	2776	DEX Imagining		-50.08	-10,362.30
Bill Pmt -Check	06/29/2022	2780	Taylor Engineering, I...		-22,191.56	-32,553.86
Bill Pmt -Check	06/29/2022	2778	American Underwat...		-850.00	-33,403.86
Bill Pmt -Check	06/29/2022	2779	Orange Tree Landsc...		-300.00	-33,703.86
Bill Pmt -Check	06/29/2022	BILLP...	Florida Power & Light		-232.38	-33,936.24
Bill Pmt -Check	06/30/2022	2781	Florida Municipal Pe...		-746.20	-34,682.44

**Jupiter Inlet District**  
**Reconciliation Detail**  
**BB&T, Period Ending 06/30/2022**

Type	Date	Num	Name	Clr	Amount	Balance
Total Checks and Payments					-34,682.44	-34,682.44
Total Uncleared Transactions					-34,682.44	-34,682.44
Register Balance as of 06/30/2022					-344,173.87	815,602.10
<b>New Transactions</b>						
<b>Checks and Payments - 5 items</b>						
Bill Pmt -Check	07/06/2022	2784	William R.H. Broome		-6,700.00	-6,700.00
Bill Pmt -Check	07/06/2022	2782	American Underwat...		-1,140.00	-7,840.00
Bill Pmt -Check	07/06/2022	2785	KDT Solutions, Inc.		-370.00	-8,210.00
Bill Pmt -Check	07/06/2022	2783	Streamline		-200.00	-8,410.00
Bill Pmt -Check	07/06/2022	DRAFT	ADP		-145.60	-8,555.60
Total Checks and Payments					-8,555.60	-8,555.60
Total New Transactions					-8,555.60	-8,555.60
Ending Balance					<b>-352,729.47</b>	<b>807,046.50</b>

11:29 AM

07/06/22

**Jupiter Inlet District**  
**Reconciliation Summary**  
State Board of Admin.-Fund A, Period Ending 06/30/2022

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	<u>Jun 30, 22</u>
Beginning Balance	8,176,281.00
Cleared Transactions	
Deposits and Credits - 1 item	<u>8,396.17</u>
Total Cleared Transactions	<u>8,396.17</u>
Cleared Balance	<u><u>8,184,677.17</u></u>
Register Balance as of 06/30/2022	8,184,677.17
Ending Balance	8,184,677.17



**Jupiter Inlet District**  
**Reconciliation Detail**  
 State Board of Admin.-Fund A, Period Ending 06/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						8,176,281.00
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	06/30/2022			X	8,396.17	8,396.17
Total Deposits and Credits					8,396.17	8,396.17
Total Cleared Transactions					8,396.17	8,396.17
Cleared Balance					8,396.17	8,184,677.17
Register Balance as of 06/30/2022					8,396.17	8,184,677.17
<b>Ending Balance</b>					<b>8,396.17</b>	<b>8,184,677.17</b>



State Board of Administration  
Local Government Surplus Funds Trust Fund  
Participant Statement

AGENCY ACCOUNT 191111  
06/01/2022 - 06/30/2022

JUPITER INLET DISTRICT

Participant Return 06/30/2022 : 1.25 %

400 N. DELAWARE BLVD  
JUPITER, FL 33458

Date	Transaction Type	Description	Amount	Balance
06/01/2022	BEGINNING BALANCE			8,176,281.00
06/30/2022	EARNED INCOME	INTEREST	8,396.17	8,184,677.17
	Totals:		8,396.17	8,184,677.17

RECEIVED  
7-6-22

# JUPITER INLET DISTRICT

## EXECUTIVE DIRECTOR'S REPORT

**FROM:** JOSEPH B. CHAISON, EXECUTIVE DIRECTOR  
**SUBJECT:** EXECUTIVE DIRECTOR'S REPORT  
**DATE:** JULY 13, 2022

### **500 North Delaware Blvd (Taylor Property):**

The language for the Interlocal Agreement between the JID and the Town of Jupiter was finalized. The Agreement is on the Consent Agenda of Jupiter's July 19<sup>th</sup> Council Meeting. Following Town of Jupiter execution of the agreement and conveyance of the Deed for joint ownership, we anticipate making the first installation payment by the end of the fiscal year.

### **Annual Financial Audit**

Our annual audit was completed on June 16<sup>th</sup>. Copies of the audit and the Annual Financial Report (AFR) have been filed with the State Office of the Auditor General. Terry Morton, from Nowlen, Holt & Miner, P.A., will present the audit at our August Regular Board Meeting.

### **Loxahatchee River Railroad Bridge:**

The railroad bascule section has returned to normal operations. We expect to coordinate invoicing with Brightline and subsequent application for Florida Inland Navigation District (FIND) grant reimbursement by the end of the fiscal year.

### **Seagrass Marker Buoy Installation:**

On June 20<sup>th</sup>, staff observed the Jupiter Inlet Foundation's (JIF) contractor install the three informational marker buoys in the central embayment. The buoy placement does not interfere with navigation.

### **Channel Markers and Inlet Jetty Lights:**

During the June 21<sup>st</sup> channel marker inspection, two channel markers were observed to be missing; South Channel Red #16 and NE Fork Red #2. Replacements have been ordered and will be installed as soon as the work can be performed.

The red light marking the north jetty was damaged and quickly replaced. American Underwater Contractors was extremely responsive and professional in returning this important light back to service.

### **Florida Department of Environmental Protection (FDEP) Permit Activity:**

The FDEP notifies JID about Environmental Resource Permit (ERP) activities within our district boundaries. Of note this month were;

- An exemption granted to re-establish a residential dock at 80 Lighthouse Drive. This is on the Jupiter Inlet Colony shoreline north of our sedimentation basin.
- A new dock and boatlift at unnumbered SE Rivers Edge Street. This is near the proposed Mile 6 Gap Closure project.

### **2023 Legislative Session Update – Commissioner Fees:**

Drafting and publishing the proposed legislative change for increasing Commissioner Fees are the next steps.

### **Inlet Study Workshop:**

The proposed June 22<sup>nd</sup> Workshop meeting was cancelled. I would like to see the board's preference for rescheduling the Inlet Study discussion.

### **Loxahatchee River Preservation Initiative (LRPI) :**

The LRPI Fiscal Year 2024 Funding Request Applications are due on August 1<sup>st</sup>. With the Board's agreement, I intend to submit the Mile 6 Gap Closure and Oxbow Restoration Maintenance Project. We submitted this project last year, and it was ranked third of the nine submitted projects.

**Jupiter Inlet District  
Monthly Engineering Report  
July 2022**

**General Engineering**

*Jetty Observation*

Taylor Engineering staff (Ken Craig) will perform the monthly jetty condition assessment on July 13. We will report on any significant changes from the prior assessment.

Mr. Chaison provided Taylor Engineering with the installed coordinates for the seagrass buoys at Mangrove Island. We converted these to ESRI shapefiles and Google Earth kmz files and provided them to JID.

**Loxahatchee River Main Channel Maintenance Dredging**

Taylor Engineering reviewed the final pay application and recommended approval. The JID board approved payment at the June board meeting. The project is now closed.

**Loxahatchee River Mile 6 Gap Closure and Oxbow Restoration Maintenance**

Taylor Engineering submitted the state and federal environmental permit applications to the South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (USACE). SFWMD issued the environmental resource permit on November 4, 2021. The USACE issued a request for additional information (RAI) on December 8, 2021. Taylor Engineering completed a site visit to confirm site and natural resource conditions on December 22, 2021. Taylor Engineering submitted the completed RAI response to the USACE on February 2, 2022. The RAI response remains under review by the USACE. Per correspondence with the USACE reviewer on July 7, 2022, the USACE will complete the public notice by the end of the month.

**Jupiter Inlet Jetties Restoration**

The project team has completed the memorandum summarizing the Jupiter Inlet Colony's seawall inspection along with supporting figures for JID review. Taylor is also continuing conversations with concrete suppliers regarding advancing materials. The project team continues to work on project specifications. Repairs are prioritized and tabulated for CAD development.

**William R. H. Broome, P.A.**

Attorney at Law

Suite 207

Airport Professional Centre

2465 Mercer Avenue

West Palm Beach, Florida 33401

William R. H. Broome  
bill@williambroome.net

Telephone (561) 689-5011  
Facsimile (561) 689-6820

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TO: BOARD OF COMMISSIONERS, JUPITER INLET DISTRICT

FROM: WILLIAM R. H. BROOME

DATE: July 5, 2022

JULY LEGAL REPORT

General Matters

I have continued collaborating with Mr. Chaison regarding advancing the Taylor property partnership with the Town of Jupiter. A Zoom meeting was held with the town manager and attorney Baird, Commissioner Gentile, Mr. Chaison and myself, after which I was asked to prepare the deed I proposed be used, which was done.

Kezber Claim

The Kezber Whistleblower Act lawsuit complaint and summons were served on July 5, 2022. Copies have been sent to attorneys Williams and to Marrero & Wydler.

Record Keeping Compliance Review

I completed my review of the status of the District's record keeping and found it in compliance, but with several recommendations. My written report contains the details.

This instrument prepared by:

William R. H. Broome, Attorney  
Suite 207, Airport Professional Centre  
2465 Mercer Avenue  
West Palm Beach, FL 33401

### **WARRANTY DEED**

THIS WARRANTY DEED made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

BETWEEN TOWN OF JUPITER, a Florida municipality, Grantor, and TOWN OF JUPITER, and JUPITER INLET DISTRICT, an independent Florida special taxing district, Grantees, as tenants in common. The respective mailing addresses of the Grantees are 210 Military Trail, Jupiter, FL 33458 and 400 N. Delaware Avenue, Jupiter, FL 33458, County of Palm Beach and State of Florida. The ownership interest of TOWN OF JUPITER is Eighty (80%) percent and the ownership interest of JUPITER INLET DISTRICT is Twenty (20%).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantees, all that certain parcel of land lying and being in the County of Palm Beach, and State of Florida, more particularly described as follows:

Lots 1 through 14, Block 88; Lots 1 through 9, Block 89: Block 8.

Lot 2, Block 56, less that part thereof which is included in the following description: From the point of intersection of the South right of way line of Hawie Street with the East right of way line of Caloosahatchee Avenue, as shown on said plat of Jupiter River Estates, said point of intersection being also the Northwest corner of Block 56 of said Jupiter River Estates, proceed along the said East right of way line of Caloosahatchee Avenue on an assumed bearing of S 1° 20' 30" W a distance of 98.72 feet to the Point of Beginning; thence continue S 1° 20' 30" W, along the said East right of way line of Caloosahatchee Avenue, a distance of 110 feet; thence N 82° 49' 13" E a distance of 298.92 feet to a point in the arc of a curve having a radius of 2905 feet; thence Northerly, along the arc of said curve, a distance of 89.48 feet; thence S 86° 41' 24" W a distance of 290.70 feet to the Point of Beginning.

Also, Lots 1 through 34, Block 91 less that part described as follows: Beginning at

the Southwest corner of Block 59, go East along the South line of said Block a distance of 407.21 feet to the Southeast corner of the aforementioned Block; thence North  $16^{\circ} 32' 04''$  West a distance of 85.45 feet to the Southeast corner of Lot 1, Block 92 (shown on the plat as not included); thence Northerly and Westerly along the arc of a curve concave to the East having a central angle of  $52^{\circ} 56' 17''$  and a radius of 640 feet a distance of 591.33 feet to a point of reverse curve continue along the arc of said reverse curve whose central angle is  $13^{\circ} 48' 50''$  and a radius of 2745.35 feet a distance of 332.82 feet to the point of Beginning; thence continue along the arc of said curve a distance of 98.92 feet to a point; thence North  $84^{\circ} 37' 32''$  East a distance of 150 feet to a point; thence Southeasterly along the arc of a curve concave to the West and having a central angle of  $2^{\circ} 03' 52''$  and a radius of 2895.35 feet a distance of 104.32 feet to a point; thence South  $86^{\circ} 41' 24''$  West a distance of 150 feet to the point of Beginning; and less the following described property: Begin at the point of intersection of the Northerly right of way line of West River Drive with a line parallel to and 25 feet East of the West line of Jupiter River Estates; thence along the arc of a curve in the Northerly right of way line which is concave to the Northeast and whose chord bears  $S 67^{\circ} 13' 04'' E$ , a distance of 201.92 feet to the point of reverse curvature of a curve having a radius of 390 feet; thence along said reverse curve a distance of 12.61 feet to a point in a line parallel to and 225 feet East of the said West line of Jupiter River Estates; thence  $N 1^{\circ} 33' 20'' E$ , along said parallel line, a distance of 156.62 feet to a point in the arc of a curve concave to the Northeast and having a radius of 916.86 feet; thence northwesterly, along the arc of said curve whose chord bears  $N 63^{\circ} 52' 22'' W$ , a distance of 220.45 feet to a point in said line parallel to and 25 feet East of the West line of Jupiter River Estates; thence  $S 1^{\circ} 33' 20'' W$ , along said parallel line, a distance of 171.45 feet to the Point of Beginning.

All of the lands formerly comprising Pottawatomie Street which lie between the East and West lines of Blocks 88 and 89; all of the lands formerly comprising Caloosahatchee Avenue which lie North of the South lines of Blocks 88 and 8; all of the lands formerly comprising West River Drive which lie North of the South line of Block 8 extended Eastward.

All of the above properties included or excepted are located in the Plat of Jupiter River Estates, recorded in Plat Book 14, Page 27, of the public records of Palm Beach County, Florida.

Parcel Identification Number: 30-42-41-02-02-008-0010

SUBJECT TO restrictions, reservations, conditions, dedications, limitations and easements of record, of record and to the lien of all taxes for 2022 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

And the said Grantor does covenant with the said Grantees that it is lawfully seized of the said premises, that they are free from all encumbrances, and that it has good right and lawful authority to sell the same; and the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in his/her name, the day and year first above written.

Signed, sealed and delivered  
in our presence:

\_\_\_\_\_  
Print  
name: \_\_\_\_\_  
Witness

TOWN OF JUPITER, a Florida municipality

By: \_\_\_\_\_

\_\_\_\_\_  
Print  
name: \_\_\_\_\_  
Witness



STATE OF FLORIDA

COUNTY OF PALM BEACH

\_\_\_\_\_ acknowledged before me, by  physical presence or  on-line notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, that he/she executed the foregoing instrument. He/she is personally known to me, or produced \_\_\_\_\_ as identification, and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

## TOWN OF JUPITER

### Authorization to approve Resolution 113-21 relating to an Interlocal Agreement between the Town of Jupiter and the Jupiter Inlet District regarding the property located at 500 Delaware Boulevard



DATE:	July 19, 2022
TO:	The Honorable Mayor and Members of the Town Council
THRU:	Frank Kitzerow, Town Manager
FROM:	Michael Villella, Finance Project Manager
SUBJECT:	Approval of Resolution 113-21 relating to an Interlocal Agreement between the Town of Jupiter and the Jupiter Inlet District relating to the property located at 500 North Delaware Boulevard

#### EXECUTIVE SUMMARY:

The Town purchased a 7.88 acre property located at 500 North Delaware Boulevard (the Property) on June 16, 2021, and is the record title owner of the same. The Jupiter Inlet District (District) has agreed to contribute \$664,593 to the Town for a 20% ownership interest in the Property. The Town and District have agreed to work together to ensure the perpetual preservation of the Property for the benefit of the public. Because the Property was purchased using the Town's environmental open space bonds fund, the use of the Property is restricted by the provisions of the Bond Resolution. Staff recommends the approval of the attached Interlocal Agreement (ILA) between the Town of Jupiter (Town) and the Jupiter Inlet District (District) and requests authorization for the Mayor to sign the Agreement on behalf of the Town. The ILA provides that the Town will share in the maintenance and development and development of any passive park uses.

The ILA provides for the following understanding between the Town and the District with respect to the Property:

- a. The District will contribute \$664,593 to the Town toward its ownership of the Property as a Tenant in Common. The District shall pay this contribution to the Town each fiscal year for five years in five equal installments, with the first installment being paid before September 30, 2022. Thereafter, the District shall make its installment payment on or before the end of the fiscal year (September 30). The Town will set aside the District's contribution amounts to pay for Regular Maintenance costs it is responsible for as outlined in section 1(e) below.
- b. The Town shall execute and deliver a deed to the Property sufficient to create ownership of the Property between the Town and the District as tenants in common with the Town owning 80% and the District owning 20% of the Property 80%-20% tenancy in common.

- c. **Capital Improvements:** The Town shall contribute 80% and District 20% of the costs of any capital improvements to the Property as set forth in a written mutual agreement and plan for such capital improvements together with the itemized costs for the improvements.
- d. **Development Planning Costs:** The Town and the District agree to cooperate to develop plans for the Property with each party contributing 50% of the planning costs.
- e. **Regular Maintenance:** The Town shall be responsible for 100% of the regular maintenance costs of the Property.

The following provision relating to a termination of the ILA is included in the agreement:

This Agreement may be terminated only with mutual consent. If the Agreement is terminated the District agrees to cause to be recorded a deed conveying its 20% interest to the Town.

**RECOMMENDATION:**

Staff recommends approval of Resolution 113-21 relating to the attached Interlocal Agreement and seeks authorization for the Mayor to sign the Agreement on behalf of the Town.

**Strategic Priority:**

Green, Blue and Open Spaces

**Attachments:**

- Resolution 113-21
- Interlocal Agreement

**Funding Source:**

Approved in Budget	\$ N/A	Sources:
Additional Funding Required	\$	Sources:

For more information or to request attachments, please contact Michael Vilella at [michaelv@jupiter.fl](mailto:michaelv@jupiter.fl)

**RESOLUTION NO. 113-21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND THE JUPITER INLET DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN COUNCIL**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Town of Jupiter (the Town) and the Jupiter Inlet District (the District) desire to enter into a cooperative agreement pertaining to the use and maintenance of a parcel of real property purchased by the Town using its environmental bonds fund, with a contribution by the District; and

**WHEREAS**, the purchased property consists of approximately 7.8 acres and is located at 500 Delaware Avenue on the shoreline of Jones Creek (the Property), adjacent to the property owned by the District having an address of 400 Delaware Avenue, Jupiter, Florida; and

**WHEREAS**, the governing boards of the Town and the District have separately determined that there would be material advantages and benefits to the public if the Property is set aside for conservation or, improved as a passive public park and should be perpetually maintained as such.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:**

**Section 1.** The foregoing recitals are hereby affirmed and incorporated herein.

**Section 2.** The Town Council hereby approves an Interlocal Agreement with the Jupiter Inlet District pertaining to the use and maintenance of the property located at 500 Delaware Avenue.

**Section 3.** The Town Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement with the District.

**Section 4.** This Resolution shall take effect immediately upon its execution.

**INTERLOCAL AGREEMENT**

**BETWEEN THE**

**TOWN OF JUPITER AND THE JUPITER INLET DISTRICT**

This Interlocal Agreement (the Agreement) is entered into this \_\_\_\_ day of 2022 by and between the Town of Jupiter (herein referred to as "Town"), and the Jupiter Inlet District (herein referred to as "District"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSES**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Town and the District, both entities being public agencies as defined in Part I of Chapter 163, Florida Statutes, desire to enter into a cooperative agreement pertaining to ownership and subsequent use of a parcel of real property commonly known as the Taylor Property, which consists of approximately 7.8 acres and is located on the shoreline of Jones Creek, adjacent to the property of the District at 400 Delaware Avenue, in Jupiter, and

**WHEREAS**, the Town and the District have separately determined that material advantages would be available to the public, the Town, and to the District, if the Taylor Property was acquired by the Town and the District and set aside permanently as a passive public park; and

**WHEREAS**, the Town and the District have determined that they will act jointly as tenants in common to own and manage the Property to preserve the Property insofar as its future public use of the Property; and

**WHEREAS**, the Town and the District have agreed to enter into this Interlocal Agreement in regard to the cost of the acquisition of the Property, and thereafter its maintenance and improvements.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

## **Section 1. TERMINATION**

The Town and the District hereby agree to the following terms with respect to the Property:

- a. The District will contribute \$664,593 to the Town toward its ownership of the Property as a Tenant in Common. The District shall pay this contribution to the Town each fiscal year for five years in five equal installments, with the first installment being paid before September 30, 2022. Thereafter, the District shall make its installment payment on or before the end of the fiscal year (September 30). The Town will set aside the District's contribution amounts to pay for Regular Maintenance costs it is responsible for as outlined in section 1(e) below.
- b. The Town shall execute and deliver a deed to the Property sufficient to create ownership of the Property between the Town and the District as tenants in common with the Town owning 80% and the District owning 20% of the Property 80%-20% tenancy in common.
- c. Capital Improvements: The Town shall contribute 80% and District 20% of the costs of any capital improvements to the Property as set forth in a written mutual agreement and plan for such capital improvements together with the itemized costs for the improvements.
- d. Development Planning Costs: The Town and the District agree to cooperate to develop plans for the Property with each party contributing 50% of the planning costs.
- e. Regular Maintenance: The Town shall be responsible for 100% of the regular maintenance costs of the Property.

## **Section 2. TERMINATION**

This Agreement may be terminated only with mutual consent. If the Agreement is terminated the District agrees to cause to be recorded a deed conveying its 20% interest to the Town.

## **Section 3. REMEDIES**

In the event either party defaults in the performance of its obligations herein, including, but not limited to, its agreed to financial contributions, the non-defaulting party may pursue legal action for damages.

#### **Section 4. INDEMNIFICATION**

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by either of the parties as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

#### **Section 5. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

#### **Section 6. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties. This Agreement may be amended only by written instrument executed by parties hereto.

#### **Section 7. NOTICES**

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the following representatives at the address set forth below:

##### **For the Town**

Town Manager  
Town of Jupiter  
210 Military Trail  
Jupiter, FL 33458

##### **For The District:**

Executive Director  
Jupiter Inlet District  
400 North Delaware Blvd.  
Jupiter, FL 33458

**Section 8. INVALIDITY OF CLAUSES**

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

**Section 9. VENUE/GOVERNING LAW**

Venue for any action arising from this Agreement shall be in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

**ATTESTED**

**TOWN OF JUPITER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

**JUPITER INLET DISTRICT**

By: \_\_\_\_\_



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