

**AGENDA
TOWN OF JUPITER
COMMUNITY REDEVELOPMENT AGENCY (CRA) MEETING
COUNCIL CHAMBERS
TUESDAY, APRIL 2, 2024
6:30 PM**

Call to Order

Roll Call:

Chair Jim Kuretski
Vice-Chair Ron Delaney
Commissioner Andy Fore
Commissioner Cameron May
Commissioner Malise Sundstrom
Executive Director Frank Kitzerow
Commission Attorney Thomas J. Baird

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Commission. **The Commission will not discuss these items this evening. Any issues will be referred to Staff for investigation; a report will be forwarded to the Commission; and citizens will be contacted.**

MINUTES

1. December 11, 2023 Community Redevelopment Agency Minutes.

CONSENT AGENDA

PUBLIC BUSINESS

2. **CRA Resolution 1-24**, Approving EPW 2024-09, Events Plaza Wall Repairs.
3. **CRA Resolution 2-24**, Approving the Fiscal Year 2024 Midyear Budget Amendments.

REGULAR AGENDA

PUBLIC BUSINESS

4. **Jupiter Dive Center** – Request by Jupiter Dive Center for authorization to include 24 daytime parking spaces in the CRA parking lot in a development application request.

REPORTS

COMMISSION ATTORNEY
EXECUTIVE DIRECTOR
COMMISSIONER'S COMMENTS

ADJOURNMENT

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device:
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Back up material for the CRA Meetings are available online one (1) week before the Regular Meetings

= no materials attached *revisions may occur*

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Section 2-64; Decorum, disturbing meeting

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2415 at least 48 hours in advance to request accommodations.

**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
COMMUNITY REDEVELOPMENT AGENCY MEETING
COUNCIL CHAMBERS
MONDAY, DECEMBER 11, 2023**

Chair Kuretski called the meeting to order at 6:30 P.M.

Roll Call: Chair Jim Kuretski; Commissioner Malise Sundstrom; Commissioner Andy Fore; Assistant Executive Director Kate Moretto; Commission Attorney Thomas J. Baird and Deputy Board Clerk Stephanie Proffer. Vice-Chair Ron Delaney arrived at 6:34 P.M. and Commissioner Cameron May was absent.

CITIZEN COMMENTS

Ms. Dorothy Espinola, resident of North A1A, discussed her concerns regarding the roundabout on A1A and Beach Road.

Chair Kuretski stated Commission would ask Staff for an update on the project.

MINUTES

1. November 21, 2023 Community Redevelopment Agency Meeting Minutes.

Commissioner Fore moved to approve the November 21, 2023 Community Redevelopment Agency Meeting Minutes; seconded by Commissioner Sundstrom; motion passed.

Kuretski	Delaney	Fore	Sundstrom
Yes	Yes	Yes	Yes

ROUNDTABLE

2. CRA Plan Amendment discussion on the potential goals and priorities of the CRA.

Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, introduced Dr. Kim Delaney, Director of Strategic Development and Policy, with the Treasure Coast Regional Planning Council.

Dr. Delaney gave an overview of the Community Redevelopment Agency (CRA) highlighting the history, achievements, strategic plan alignment, CRA update requirements. She also reviewed capital projects and their current status.

Dr. Delaney asked the Commission for direction regarding the short and long-term priorities of the CRA plan.

Chair Kuretski asked how many years were left in the CRA plan. Mr. Scott Reynolds, Director of Finance, stated it sunsets in 2034.

Chair Kuretski mentioned prioritizing projects that could be worked on in the next ten years.

Chair Kuretski stated he outlined three areas of importance depending on the timeframe: The River Walk Infrastructure; Piatt Place; Suni Sands.

Chair Kuretski noted they were essentially updating the CRA plan with achievements and ongoing projects.

ROUNDTABLE

2. CRA Plan Amendment discussion on the potential goals and priorities of the CRA.

Vice-Chair Delaney explained his priorities were Town ownership of the Suni Sands property, completion of the Riverwalk and liked the idea of having funding for ongoing maintenance, maintaining and enhancing the waterfronts and shoreline stabilization, and diligence in removing derelict vessels.

Commissioner Sundstrom asked if CRA funds were being used for derelict vessels and what was required to receive an extension of the CRA after ten years.

Dr. Delaney said the modifications needed to be approved by Palm Beach County and Ad Valorem funds were used for the CRA.

Commissioner Sundstrom agreed that that Piatt Place and Suni Sands are a priority. She said she was interested in the Riverwalk connectivity and asked for clarification.

Ms. Thoburn said there was not an easement, and explained with SunTrail funds we may be able to connect the Riverwalk using them.

Commissioner Sundstrom asked what the estimates for cash flow for ten years were.

Mr. Scott Reynold, Director of Finance said if there were no new projects there would be 28 million in reserves.

Commissioner Fore said his priority is Suni Sands and asked about funding for Suni Sands.

Chair Kuretski clarified that CRA funds were not earmarked for any projects. He explained the process works and items do not get earmarked for spending until it goes through the Council process by voting. Mr. Reynolds agreed

Mr. Reynolds stated if no new projects were added in the next ten years the fund would have 28 Million dollars, however as the plan gets modified and projects get put in place the number could go down.

Commissioner Fore asked if the SunTrail funds were able to be matched or if they were outright grants.

Dr. Delaney said they were a funding source.

Commissioner Fore said the Riverwalk should be tied into the lighthouse and needed to be prioritized as many residents do not live on the water and this would give them greater access. Commissioner Fore said his main priorities were Suni Sands, living shorelines and marine protection, and the Riverwalk final tie ins.

Mr. Reynolds said the base taxable value at the beginning of the CRA was 167 million dollars and the current fiscal year was 473 million dollars.

Commissioner Fore said he was getting a lot of feedback from residents about spending and wanted to cut back or try to get state funds where we could.

ROUNDTABLE

2. CRA Plan Amendment discussion on the potential goals and priorities of the CRA.

Chair Kuretski said Piatt Place and Suni Sands were not lower priority and explained they were a part of the CRA plan and budget.

Vice-Chair Delaney asked about the Riverwalk gap near the Pelican Club and asked if it was still feasible.

Mr. Sickler said the business owner provided the Town their riparian rights to use the area to complete the Riverwalk.

Dr. Delaney went through the CRA Capital projects list which included Riverwalk Gateway Features, water taxi, Oxbow Bridge, Inlet Village, roadway network, A1A pedestrian crossing, public boat docking, Inlet Village park improvements, Lighthouse Promenade, Piatt Place, and additional SunTrail segments. She said they would be working to refine the scope of projects prior to the future Public Workshops.

REGULAR AGENDA

PUBLIC BUSINESS

3. Approving authorization for off-site parking in CRA Lot for Inlet Village Market.

Ms. Joanne Pisani, resident of Ocean Trail Way, asked the Commissioners to speak into the microphones and stated it was hard to hear them sometimes. She also discussed how the Commission could define the benefit, such as the tax dollars received for the redevelopment of the Riverwalk.

Mr. Donaldson Hearing with Cotleur and Hearing and for the Applicant, noted they were not seeking approval but instead asking for the opportunity to proceed with their family friendly project and eight-daytime parking spaces.

Ms. Stephanie Thoburn, Assistant Director of Planning and Zoning, said the Applicant was looking for the authorization to process the separate application for a Small Scale Planned Unit Development (PUD) and site plan on a lot south of Square Grouper. She stated it was in the requirements of adjacency to be 300 feet from offsite parking. She noted offsite parking required authorization from the property owner of offsite parking.

Chair Kuretski stated the Commission had received an email requesting what the rule was for the process. He asked if during the day there was open spaces.

Ms. Thoburn stated yes.

Chair Kuretski noted it included two accessory dwelling units and stated they would not need parking for the residential units.

Ms. Thoburn said she did not want to discuss that part as it was part of the Quasi-Judicial. She stated there were two spaces which were in tandem onsite and would be used for residential.

Chair Kuretski asked what the rule was to determine who would getting parking spaces. Mr. Sickler, Director of Planning and Zoning, said Staff would need to bring forward by request and noted this would need to be an amendment to the Love Street approval.

REGULAR AGENDA

PUBLIC BUSINESS

3. Approving authorization for off-site parking in CRA Lot for Inlet Village Market.

Chair Kuretski clarified that the Town Council was the only one to who could approve a site plan.

Ms. Thoburn stated he was correct, unless it was administrative.

Chair Kuretski asked if the project was administrative.

Ms. Thoburn said it was not.

Chair Kuretski asked if the Community Redevelopment Agency (CRA) Commission would grant parking.

Ms. Thoburn stated yes and the authorization was for Staff's to proceed with the application. She noted Staff would review, it would go before the Planning and Zoning Commission and then Town Council.

Vice-Chair Delaney asked if the Commission gave their authorization to proceed, then they would automatically get the parking spaces.

Ms. Thoburn said no; they still have to go through the process to see if what was on their site plan was acceptable. If they were then approved, they would need to come back to the Commission for the licensing agreement.

Ms. Sickler noted this was the procedure for all offsite parking.

Commissioner Fore asked how many spaces were in the parking area.

Mr. Sickler stated 175.

Vice-Chair Delaney asked how many were available.

Mr. Sickler said during the daytime hours, there were 165 available.

Commissioner Fore asked if we had made any agreements with anyone else.

Mr. Sickler stated there was a licensing agreement for ten spaces with Jupiter Outdoor Center.

Commissioner Sundstrom stated she wanted to ensure the parking spaces were not exclusive or reserved.

Mr. Sickler stated that she was corrected.

Chair Kuretski asked if the property owner was at risk for the use of their parking spaces.

Mr. Sickler stated that was correct.

Mr. Baird asked if the property owner did not renew the lease then where would the business go.

Mr. Sickler stated in the case of Guanabanas, there was a contractual requirement for their outdoor seating or they would lose their parking, unless they were able to find other parking that would meet the requirements.

REGULAR AGENDA

PUBLIC BUSINESS

3. Approving authorization for off-site parking in CRA Lot for Inlet Village Market.

Commissioner Fore asked if the Town was held harmless and if the Applicant was required to have liability insurance.

Mr. Hearing stated yes, and the Applicant was required to provide liability insurance but was unsure if that included the parking lot.

Mr. Sickler stated he did not have the licensing agreement in front of him but believed it was covered.

Commissioner Sundstrom said there are other shared parking agreements with private properties.

Mr. Donaldson stated that there were many parking arrangements out there which worked well.

Mr. Baird stated private or public parking was the same deal. He believed the discussion was backwards. He felt the discussion should be part of the site plan approval if the Applicant was asking for shared parking. He said the required amount of space needed was unclear.

Chair Kuretski stated he appreciated Staff not allowing for application to proceed until there was some sense that the CRA would even consider. He said the agenda stated there was a request to approve, and he would not support it at this time, but would provide direction.

Mr. Sickler said the statement of authority was used because there was a statement of authority as required in the Town Code for an application to be submitted.

Vice-Chair Delaney asked what authorization was being requested.

Mr. Sickler said it was for the Applicant to move forward with their application.

Ms. Thoburn stated the authorization was for Applicant to request the eight parking spaces as part of the process.

Mr. Baird stated the authorization was for the CRA's authorization to use the parking spaces as part of the application.

Commissioner Fore asked if it was revocable.

Mr. Sickler stated there was no approval for the licensing agreement. He clarified that the authorization was to proceed with an application that included eight spaces within the CRA lot.

Commissioner Sundstrom said authorization was to proceed with the application, but everything was contingent. She noted they may not end up using the lot, and it could be months of deliberation.

Chair Kuretski stated there was an unknown due to there not being a site plan. He said the authorization was for eight parking spaces, and they were subject to coming back for site plan use. At that point, they would determine if it was acceptable.

REGULAR AGENDA

PUBLIC BUSINESS

3. Approving authorization for off-site parking in CRA Lot for Inlet Village Market.

Mr. Sickler noted that the CRA in the past had issued licenses and not leases.

Commissioner Fore moved to approve the submission of an application; seconded by Commissioner Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

Fore
Yes

Sundstrom
Yes

Ms. Joanne Pisani said all the nighttime parking was already allocated and the Commission needed to get the whole picture before deciding because the Applicant may ask for a partial evening waiver in the future.

REPORTS

COMMISSION ATTORNEY- NONE

EXECUTIVE DIRECTOR- NONE

COMMISSIONER'S COMMENTS- NONE

ADJOURNMENT- 8:34 P.M.

Stephanie Proffer, Deputy Board Clerk for
Laura Cahill, Board Clerk

TOWN OF JUPITER
Community Redevelopment Agency
APPROVAL OF EPW 2024-09, EVENTS PLAZA WALL REPAIR



DATE	April 2, 2024
TO	Honorable Chair and Commissioners of the Community Redevelopment Agency
THRU	Frank Kitzerow, Executive Director
FROM	Thomas Hernandez, Engineering and Public Works Director
SUBJECT	Approval of Community Redevelopment Agency Resolution 1-24 for the award of EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. in an amount not to exceed \$153,790.00

EXECUTIVE SUMMARY

Town staff is providing Community Redevelopment Agency (CRA) Resolution 1-24 for consideration by CRA Commission for approval of the award of Contract EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. (Overland) in an amount not to exceed \$153,790.00.

The project construction scope consists of but is not limited to, repairing the damaged wall at the Events Plaza by cleaning, SRW block replacement, non-shrink grout installation, anchor system installation, and sealing spalling block areas along the entire wall in that area.

On February 15, 2024 three (3) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that Associated Construction Products, Inc. was the lowest bidder with a total bid amount of \$88,365.00. Given Associated Construction Products, Inc. did not provide all the requirement paperwork, their bid had to be rejected.

Subsequently, the second lowest bidder Overland was determined as the most responsive and responsible bidder with a total bid amount of \$153,790.00. Town staff contacted references provided by Overland and received positive feedback on the quality of their work and the timely completion of their projects.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town’s purchasing policy. Town staff is providing CRA Resolution 1-24 for consideration by CRA Commission for approval of the award of Contract EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. in an amount not to exceed \$153,790.00.

ATTACHMENTS

1. Resolution 1-24
2. Bid Tabulation

3. Draft Contract

FUNDING SOURCE

X	Approved in Budget	\$93,900.00	Sources: Riverwalk Gravity - C2302 - 19020315 - 563000
X	Additional Funding Requested	\$59,890.00	Sources: CRA Contingency - 19020315-599001

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us and/or 561-741-2467.

CRA RESOLUTION NO. 1-24**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2024-09, EVENTS PLAZA WALL REPAIRS TO OVERLAND CONSTRUCTION CO., INC. IN AN AMOUNT NOT TO EXCEED \$153,790.00**

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for the project EPW 2024-09, Events Plaza Wall Repairs; and

WHEREAS, the scope of work for the Events Plaza Wall Repairs consists of but is not limited to repairing the damaged wall at the Events Plaza by cleaning, SRW block replacement, non-shrink grout installation, anchor system installation, and sealing spalling block areas along the entire Riverwalk; and

WHEREAS, based on the information provided by Town Staff, Community Redevelopment Agency Commission has determined that Overland Construction Co., Inc. is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Community Redevelopment Agency Commission has determined that it should award Contract EPW 2024-09 in an amount not to exceed \$153,790.00 to Overland Construction Co., Inc.; and

WHEREAS, the Town's Community Redevelopment Agency budget has funds in its current fiscal year budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town staff is authorized to utilize \$153,790.00 to fund Contract EPW 2024-09, Events Plaza Wall Repairs with Overland Construction Co., Inc. and proceed to Town Council to for approval of the Contract.

Section 3. This Resolution shall take effect immediately upon its execution.

Bid Opening Date: February 15, 2024
Bid Opening Time: 2:00 PM

BID TABULATION
EVENTS PLAZA WALL REPAIR
BID NO.: EPW 2024-09
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
Associated Construction Products, Inc. 25352 Wesley Chapel Blvd Lutz, FL 33559	\$74,025.00	\$88,365.00	No Bid Bond
Overland Constructions Co., Inc. 1360 W 53 rd Street West Palm Beach, FL 33407	\$153,790.00	\$153,790.00	5% United States Fire Insurance Company
Titan Construction Management LLC 1787 S Pinellas Ave Ste 600 Tarpon Springs, FL 34689	\$569,100.00	\$569,100.00	5% United Fire & Casualty Company

EPW 2024-09

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
OVERLAND CONSTRUCTION CO., INC

THIS CONTRACT, made this 2nd day of April, 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Overland Construction Co., Inc., 1360 W 53rd Street, West Palm Beach, FL 33407 a Florida Corporation, FEID Number 59-0822418 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on February 15, 2024 for the Construction of Events Plaza Wall Repair, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2024-09 entitled Events Plaza Wall Repairs, (“Project”)

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR’S permanent business location’s county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of Sixty (60) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, dollars Forty-Five Dollars and No Cents (\$45.00) for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed One Hundred Fifty-Three Thousand, Seven Hundred Ninety Dollars and No Cents (\$153,790.00).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for EVENTS PLAZA WALL REPAIRS AND EPW 2024-09 consisting of plans prepared by Earth Retention dated April 26, 2023.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands,

damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of

the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining

public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Thomas Hernandez, P.E.,
Director of Engineering and Public Works
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

TOWN OF JUPITER
Community Redevelopment Agency
FY 2024 Midyear Budget Amendments



DATE	April 2, 2024
TO	Honorable Chair and Commissioners of the Community Redevelopment Agency
THRU	Frank Kitzerow, Executive Director
FROM	Scott Reynolds, Finance Director
SUBJECT	CRA Resolution 2-24, FY2024 Midyear Budget Amendments

EXECUTIVE SUMMARY

Staff seeks Commission approval of CRA Resolution 2-24 providing for an amendment to the fiscal year ending September 30, 2024 operating and CIP budgets. The amendment includes budget transfers recorded from October 1, 2023 through March 31, 2024 as detailed in the attached budget transfer summary. The most significant amendments are listed below.

- Carryforward of unspent FY2023 funds on previously approved CIP projects and related revenues.
- Appropriate contingency funds for the design and engineering work for the new Piatt Place Park project.

ANALYSIS

ATTACHMENTS

1. CRA Resolution 2-24
2. Budget Transfer Summary

FUNDING SOURCE

CRA Trust Fund - Various Funding Sources

For more information or to request attachments, please contact Scott Reynolds at scottr@jupiter.fl.us and/or 561-741-2327.

CRA RESOLUTION NO. 2-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF JUPITER COMMUNITY REDEVELOPMENT AGENCY, AMENDING RESOLUTION 4-23, TO AMEND THE AGENCIES BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Jupiter Town Council created a Community Redevelopment Agency (CRA) as authorized by and consistent with Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Board of Commissioners of the CRA has adopted its Fiscal Year 2023-2024 budget pursuant to CRA Resolution 4-23 on September 5, 2023; and

WHEREAS, the Board of Commissioners is authorized pursuant to §163.358, Fla. Stat., to exercise certain powers, as authorized by Chapter 163, Part III, Fla. Stat., including the expenditure of revenues received by the CRA to carry out these powers; and

WHEREAS, the Executive Director recognizes that periodic modifications to the CRA's adopted budget for the fiscal year may be necessary for fiscal management purposes and to implement those changes appropriated by the Commissioners during the Fiscal Year 2023 - 2024 Budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF JUPITER COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. The Commission hereby amends Resolution 4-23, the CRA's Budget for Fiscal Year 2023 - 2024 to provide for certain adjustments and amendments to the Commission's fiscal policy which it has made during the course of the fiscal year.

SECTION 2. The Commission hereby adopts those budget transfers recorded through March 31, 2024 which are attached hereto and incorporated herein.

SECTION 3. To the extent not amended herein, all other provisions of the Annual Budget for Fiscal Year Ending September 30, 2024 remain in full force and effect.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon execution.

2. Budget Transfer Summary

JUPITER COMMUNITY REDEVELOPMENT AGENCY BUDGET TRANSFERS APPROPRIATING FUND BALANCE / RETAINED EARNINGS October 1, 2023 - March 31, 2024

	<u>Increase</u>	<u>Decrease</u>
COMMUNITY REDEVELOPMENT AGENCY:		
Riverwalk Connection at Burt Reynolds Park	145,000	
Jupiter Beach Road Roundabout	998,233	
Love Street Sidewalk	123,000	
Riverwalk Gravity Wall Repair	93,900	
Riverwalk Shoreline Stabilization	174,381	
Designated from Fund Balance	(1,534,514)	
To carry forward unspent FY 2023 funds on previously approved C-I-P projects and related revenues.		
Professional Services	76,230	
Designated from Fund Balance	(76,230)	
To carryforward unspent FY 2023 funds to update the CRA Plan.		
Professional Services	96,180	
Contingency		96,180
To appropriate contingency funds for the design and engineering work at Piatt Place Park.		

TOWN OF JUPITER
Community Redevelopment Agency
Jupiter Dive Center – Request by Jupiter Dive Training Inc. for CRA Authorization



DATE	April 2, 2024
TO	Honorable Chair and Commissioners of the Community Redevelopment Agency
THRU	Frank Kitzerow, Executive Director
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Jupiter Dive Center – Request by Jupiter Dive Training Inc. for CRA authorization to include 24 daytime parking spaces within the CRA’s parking lot for the proposed SSPUD and Site Plan applications to meet the parking demands for two proposed dive boats to be operated out of the Love Street Marina.

EXECUTIVE SUMMARY

The Owner of the Jupiter Dive Center (Jupiter Dive Training INC. – Gerald Carroll) is requesting authorization from the CRA to submit a development application requiring Town Council review and approval that utilizes twenty-four daytime parking spaces in the CRA’s parking lot. If the development application is approved by the Town Council, the owner will return to the CRA to receive approval for licensing the CRA parking spaces for a fee.

ANALYSIS

The Owner is proposing to moor two commercial dive boat uses at the Love Street property marina (See Attachment A -applicant’s request letter). The use requires 24 additional parking spaces and the approved site plan for the Love Street project has no remaining spaces available to meet the requirements. Pursuant to Section 27-2828(Table 1), the minimum parking space requirements for dive boats are calculated based on the capacity of the boat (one parking space per 2 seats plus one parking space per employee).

Pursuant to Section 27-266 (Table 1) a statement of authority is required for development applications. Typically, these are provided by private property owners. Since the CRA owns the parking lot where the proposed twenty-four offsite parking spaces are located, the applicant is requesting CRA authorization in order for the applicant to submit an application for review and approval by the Town Council. If authorization is granted, the Owner of Love Street development has indicated their intent to submit Small Scale Planned Unit Development (SSPUD) and Site Plan amendments to request the addition of the dive boat operation at the marina. As part of that process, all aspects of the proposal will be evaluated, to ensure compliance with the approved development order for the Love Street development, and consistency with the Comprehensive Plan, land development regulations and the CRA Plan, which is undergoing an update currently.

If the Town Council approves the SSPUD and Site Plan amendment applications, the owner will then require CRA approval of a license agreement for the use and to establish a fee for the off-site parking spaces.

ATTACHMENTS

- 1. Attachment A - Applicant Request Letter
- 2. Attachment B - Page U of Resolution 45-17

FUNDING SOURCE

Funding is not necessary for this request

For more information or to request attachments, please contact Thatcher Hart at thatcherh@jupiter.fl.us or at (561) 741-2464.

December 26, 2023

Town of Jupiter
Planning and Zoning Department
210 Military Trail
Jupiter, FL 33458

RE: Inlet Village Parking—Love Street Parking

Community Redevelopment Agency,

Request

Please accept this letter from Jupiter Dive Training, Inc. DBA Jupiter Dive Center, as a request for Community Redevelopment Agency (CRA) authorization, pursuant to Section 27-2832(b), for the use of twenty-four (24) daytime parking spaces within the CRA public parking lot between the hours of 6am to 4:30pm. Jupiter Dive Center proposes operating two commercial dive boats from the Love Street Dock in Inlet Village, requiring usage of the loading zone in thirty minute increments three times daily with a sixteen-foot box truck.

Background

Business overview

Jupiter Dive Center has been in business for more than twenty years and is the Town of Jupiter's oldest established scuba diving center. Our business consists of a retail store, two charter boats, a slate of educational courses, equipment repair and service, and a tank-filling station. We are open seven days a week. The building currently housing Jupiter Dive Center was sold and is being repurposed. We hold Jupiter in our highest regard—it is literally part of our identity—and hence our desired move to the Love Street Dock in the Inlet Village and our request for parking.

Our Crew

Scuba diving is a year-round sport, however our busiest time of year coincides with the warmer months which is when many other businesses slow down. Jupiter Dive Center employs twenty-one local crew members during season (November through April) and twenty-eight crew members during the remainder of the year. This becomes important considering our highest demand for parking spaces will occur when there are the most available.

Our Dive Community

Jupiter, Florida is the perfect location for diving, and the nation's only coral reef runs along our coast. An abundance of vibrant reef fish and large marine animals call the area home and the Gulf Stream and sea turtle nesting beaches bring in a wide variety of seasonal marine visitors. Jupiter Dive Center is proud that approximately 65% of our business comes from the community we serve. Not everyone in Palm Beach County has the means to operate their own boat and our charters allow locals to explore the many wonders that are just offshore. For those who do have their own vessels or prefer to shore-dive, we offer tank fills. Our certified technicians service and

repair scuba equipment—a critical service when entering an environment that requires specialized gear.

Not everyone who wants to dive is able-bodied, and we have staff who received specialized training to work with disabled divers. The benefits of participating in outdoor activities are well documented and enhance physical, mental and emotional wellbeing. Scuba diving offers one aspect that few other sports can match—defying gravity. And that zero-gravity environment can be liberating. Relocating our charter boats to the floating dock at the Inlet Village will make it easier for those with physical challenges to access our boats.

Jupiter, Florida is a diving destination and people from across the nation and around the world visit our town to experience what we refer to as bucket-list dives. To help spread the word about Jupiter diving, we employ a dedicated sales person who reaches out to dive centers and scuba clubs across the country to tout the highlights of our area. Approximately 35% of our divers come here to enjoy our world-renowned goliath grouper aggregation, the ability to dive with five species of sea turtles, lemon shark migrations, and the rarer but even more exciting manta ray, whale shark, and sawfish sightings. It's truly a magical place to dive.

Diving isn't just for adults. Each summer Jupiter Dive Center partners with ROTC groups, the Palm Beach Gardens Police Explorer Boot Camp, and the Gulf Stream Council of the Boy Scouts of America representing Palm Beach, Martin, St. Lucie, Indian River, Okeechobee, Glades and Hendry counties, to introduce the up-and-coming generation to the sport at Tanah Keeta Summer Camp.

Education

First aid and CPR classes are for more than divers, and Jupiter Dive Center partners with several businesses to teach their staff these valuable skills. We've developed a marketing strategy to provide additional safety courses to more local merchants.

We also provide marine animal courses to both divers and non-divers as a way of sharing our love of the ocean with those who, for various reasons, remain topside. These include the specialty courses about sea turtles, sharks, and lionfish. We are the only shop to offer the PADI-approved course on goliath groupers, which we developed.

We're proud to offer SDI Scubility certifications—for divers and buddy divers—from instructors trained to help people with disabilities learn how to scuba dive safely and comfortably. We also partner with organizations that provide assistance for disabled divers that include the Miami Veterans Administration, Scuba4Good a non-profit located in Fort Lauderdale, LifeWaters, and a Missouri non-profit that provides grant monies for disabled veterans.

Conservation Efforts and Community Outreach

People protect what they love and divers often become environmental advocates. Jupiter Dive Center is no different. We support Loggerhead Marine Center's Juno Beach Pier initiatives by donating our boats four times per year to clean the pier pilings and rid the ocean of trash. We also

sponsors events to keep our reefs clean and healthy by supporting the Coral Reef Conservation Program through the Florida Department of Environmental Protection and Keep Palm Beach County Beautiful, Inc.

We also serve on the board of the Palm Beach County Dive Association.

Conclusion

As our history demonstrates, Jupiter Dive Center is committed to our community on both a personal and professional level. We believe our move to the Jupiter Inlet Village will be beneficial for the people we serve and the community at large. As such we believe this request aligns with the CRA's mission.

We look forward to providing world-class diving from Jupiter Inlet Village.

Sincerely,

Gerry and Lisa Carrol

R#45-17
Page U

1 behalf of the Town based upon certified actual costs at the
2 conclusion of construction.

3 12) ***Marine Facilities.***

4 a. The Owner shall have available not less than eight boat slips on the
5 dock associated with the subject property for rent to commercial
6 fishermen who hold a Salt Water Products License from the Florida
7 Wildlife Commission (FWC). At any time that any of the eight boat
8 slips are not being used by commercial fishermen, the Owner may
9 rent any of the eight boat slips for other water-oriented uses
10 (excluding fishing boats for private use) between October 15 and
11 April 15, and may rent up to four of the eight boat slips for other
12 water-oriented uses (excluding fishing boats for private use)
13 between April 15 and October 15, provided that any such other
14 rentals must cease within one week upon a rental demand for such
15 slips by a commercial fisherman. If the Town Council determines
16 that the commercial fishing use is no longer viable, the Town
17 Council may terminate this condition. The Owner shall maintain a
18 dock management plan consistent with this condition.

19 b. The beach area at the northwest corner of the subject property
20 shall be reserved for non-motorized vessels and bathers only.

21 13) ***Sound Management.*** Amplified live outdoor music at any of the
22 restaurants, retail shops, or within the public plaza or courtyards, is