

**AGENDA
TOWN OF JUPITER ISLAND
BEACH PROTECTION DISTRICT MEETING
WEDNESDAY, NOVEMBER 6, 2024
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
DIRECTLY FOLLOWING TOWN COMMISSION MEETING**

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

a. Minutes of the October 2, 2024, Beach Protection District Meeting

2. Turbidity Monitoring Work Authorization (Olin Hydrographic Solutions)

3. General Consulting Services

- a. Gahagan & Bryant
- b. Cummins & Cederberg

4. Beach Status/ Hurricane Milton*

5. Beach Project Timeline*

6. Turtle Monitoring Program Discussion*

7. Other Items*

** No advanced materials provided*

Town Commission

Penny Townsend, Mayor
Marshall Field, VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

Town Staff

Town Manager, Robert Garlo
Town Attorney, Thomas J. Baird
Town Clerk, Kimberly Kogos

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he 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. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the

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meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

**MINUTES
TOWN OF JUPITER ISLAND
BEACH PROTECTION DISTRICT MEETING
WEDNESDAY, OCTOBER 2, 2024**

TIME: Wednesday, October 2, 2024 – 10:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Mayor Penny Townsend, Vice Mayor Marshall Field VI, and Commissioners Anne Scott, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, Town Attorney Thomas Baird and IT Director Bill Sutton.

1. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

MOTION: *Commissioner Scott/Commissioner Taddeo moved to approve the consent agenda as presented.*

ACTION: *Motion Passed 5-0.*

- a. Minutes of the September 9, 2024, Beach Protection District 1st Budget Hearing
- b. Minutes of the September 10, 2024, Beach Protection District Meeting
- c. Minutes of the September 12, 2024, Beach Protection District 2nd Budget Hearing

2. Construction Support Services Work Authorization (GBA)

Director Duchock stated that Mr. Bryant would not be joining the meeting today as he was affected by Hurricane Helene. Mayor Townsend extended the Commission's concern and well wishes to Mr. Bryant and all those who have been negatively impacted by the storm.

Director Duchock provided details pertaining to the request for approval of a work order for reconstruction and as-built surveys of the 2024/2025 beach restoration project to be conducted by Gahagan and Bryant Associates for a lump sum of \$88,708. Director Duchock provided additional information regarding the intended project timeline.

MOTION: *Vice Mayor Field/Commissioner Scott moved to approve Task Orders 24.3 and 24.4 in the total amount of \$88,708.00.*

ACTION: *Motion Passed 5-0.*

3. Construction Support Services Work Authorization (ATM)

Director Duchock provided detail information pertaining to the request for approval of a work order for engineering inspection, queen conch survey, and other construction support services for the 2024/2025 beach restoration project to be conducted by Applied Technology & Management (ATM) under the Town's continuing services contract in the amount not to exceed \$187,237.

Discussion ensued regarding the protected status of the Queen Conch species and how the Town is addressing the matter. He explained that the conch typically lives along the hard bottom which is already monitored by the Town, but the Town will survey the entire area for the species. He noted that if any are located, they will be relocated. Commissioner Scott asked staff to reach out to Harbor Branch to inquire about their research concerning the Queen Conch.

MOTION: *Vice Mayor Field/Commissioner Warner moved to approve the work proposal for construction support monitoring serviced in an amount not to exceed \$187,237.00*

ACTION: *Motion Passed 5-0.*

4. Beach History and Conditions Report (GBA)*

Director Duchock reiterated that Mr. Bryant will return at some point in the future to provide a report.

5. St. Lucie Inlet Update*

Director Duchock provided an update regarding the ongoing St. Lucie Inlet project. He explained that the construction at Bathtub Beach was completed in May 2024. He noted there is ongoing maintenance dredging of channel/basin with placement in Town's offshore borrow site to be completed in October 2024. He explained that the design phase with future reconstruction (2026) of the south jetty to repair damages from storms. There is also a permit modification to expand the impoundment basin and an additional section of interior channel. He further briefly explained an interlocal agreement between the Town and County which leads into a potential cost share with the County for volume beyond a FEMA project. Director Duchock confirmed that Week's Marine is able to accommodate this work.

6. Other Items*

Director Duchock reviewed the beach conditions in lieu of Mr. Bryant's report. He announced the sea turtle nest count as of September 30, 2024 as follows:

Leatherback - 356
Loggerhead - 7,109
Green - 1,382

Mr. Duchock reviewed potential hotspot areas and noted variable and adjusting escarpments with minor erosion, primarily due to king tides in mid-month and the extended wind field from Hurricane Helene. He provided aerial photographs of the beach including the erosion control line (ECL) in each capture, noting areas of variable and adjusting escarpments.

Mayor Townsend expressed appreciation of the addition of the ECL line overlayed on the aerial photographs of the beach.

Public Comments:

Resident David Slan referred to sea oats that were planted two years ago, and explained that the oats have grown and a second dune has developed which is much appreciated. He expressed how the sea oats have

greatly improved the dune along their property, and noted how the plants are of greater benefit than adding actual sand, in his opinion.

Mr. Slan also added that many new residents may not be aware of the turtle nest lighting restrictions that are in place. He encouraged a "gentle reminder" from the Town.

Mayor Townsend asked Director Duchock if there will be additional planting included in the upcoming project. Director Duchock explained that planting on the dune is strictly regulated.

Adjourned at 10:45am.

Respectfully Submitted,

Kimberly Kogos, Town Clerk

TOWN OF JUPITER ISLAND

MEMORANDUM

TO: Mayor & Town Commission

THROUGH: Robert Garlo, Town Manager *RG*

CC: Kimberly Kogos, Town Clerk

FROM: John Duchock, Asst. Town Manager/Beach District Director

RE: Agenda Item 2: Turbidity Monitoring Work Authorization (Olin Hydrographic Solutions)

DATE: 10/22/2024

Background:

The Town solicited bids through an Invitation to Bid (ITB#2024-11) to provide turbidity monitoring services during the upcoming 2024/2025 beach nourishment project. Olin Hydrographic Solutions was the lowest, qualified bidder. Following the Commission's approval in October, Town Staff has secured a contract for turbidity monitoring services and solicited a work proposal to support the Town's beach restoration project. The work proposal reflects a project duration of 75 active monitoring days, as well as an estimate of 9 standby days for weather. Costs for the work are not to exceed \$78,800 based on the estimated project duration. Actual costs will be invoiced following the approved contract rates.

Requested Action

Town staff recommends approval of the work proposal to Olin Hydrographic Solutions, Inc. for turbidity monitoring services in an amount not to exceed \$78,800.



Olin Hydrographic Solutions, Inc.

Consulting Engineering, Environmental, and Mapping Services

5952 Senegal Drive, Jupiter, FL 33458

Phone 1 (305) 619 2800; Fax (305) 860 4411

Work Proposal

Olin Hydrographic Solutions, Inc.

ITB #2024-11 Jupiter Island Turbidity Monitoring

10/2/2024

This Work Proposal, when executed, shall be incorporated in and become an integral part of the Agreement for Professional Services between the Town of Jupiter Island, Florida (Town), and Olin Hydrographic Solutions (Olin), hereafter referred to as the Agreement.

Project Background

Under this Work Proposal, Olin will provide turbidity monitoring services in support of the 2024/2025 Beach Restoration Project and in accordance with the terms of the Agreement, including Attachment "A" – Florida Department of Environmental Protection issued Joint Coastal Permit (**0186991-008-JC**). Specific tasks are delineated within the following Scope of Work:

Scope of Work

Task 1 Active Turbidity Monitoring

Under this task, Olin Hydrographic Solutions will provide continuous monitoring services for 75 days of active monitoring, plus a contingency of 9 weather days at the standby rate.

Deliverables to be provided: Weekly Turbidity Monitoring Reports

Task 2 Standby Contingency: If weather does not permit active turbidity monitoring, Olin will document field conditions as part of the daily report to substantiate standby and shall provide a request to the Town for approval of standby. If there is a planned shutdown for greater than 24 hours then standby charges will not be requested (including days when hopper dredging operations are not active due to mechanical issues, resupplying, refueling, holidays, etc.)

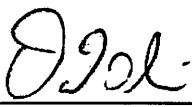
FEES

Work Item	Rate	Days	Total Cost
Equipment and Materials Daily Rate	\$ 300.00	75	\$ 22,500.00
Labor Daily Active Construction Rate	\$ 500.00	75	\$ 37,500.00
Weekly Reporting (once a week)	\$ 700.00	11	\$ 7,700.00
Daily Standby Rate	\$ 300.00	9	\$ 2,700.00
Daily Rate for UTV	\$ 100.00	84	\$ 8,400.00
			\$ 78,800.00

If larger issues require a more dedicated effort, this larger effort will be specifically scoped under a separate agreement.

Olin Hydrographic Solutions, Inc.

Town of Jupiter Island

By: 

By: _____

Name: David Olin

Name: _____

Title: President

Title: _____

Date: 10/2/2024

Date: _____

TOWN OF JUPITER ISLAND

MEMORANDUM

TO: Mayor & Town Commission

THROUGH: Robert Garlo, Town Manager *RG*

CC: Kimberly Kogos, Town Clerk

FROM: John Duchock, Asst. Town Manager/Beach District Director

RE: Agenda Item 3a/3b: General Consulting Services (Gahagan & Bryant / Cummins Cederberg)

DATE: 10/24/2024

Background:

The Town maintains continuing services contracts for coastal engineering and consulting services to support the beach nourishment program. Specific tasks are developed into a scope of work and fee authorization request brought to the Commission for authorization if costs exceed \$35,000, per the Town's finance and procurement policies. Each year there are miscellaneous support tasks, or "General Consulting Services", that require engineering and consulting assistance. To cover these efforts, Town staff establishes a General Consulting Services work task for each consultant with a not to exceed budget for the fiscal year. Examples of general services include, but are not limited to, assistance with grant funding applications, attendance and participation in Beach Protection District meetings, reviews of FDEP Annual Inlet Report/ Strategic Beach Management Plans, reviews of St. Lucie Inlet bypass projects, historical data analyses, assistance with assessing beach conditions, etc.

Town staff requested general services task orders from Gahagan & Bryant and Cummins Cederberg for support during the 2024/2025 fiscal year.

Requested Action

Town staff recommends approval of the general services work authorizations for both Gahagan & Bryant Associates (not to exceed \$25,000.00) and Cummins Cederberg (not to exceed \$25,000.00). Work under the authorized task orders will be on a time and materials basis according to the approved contract rates.

EXHIBIT "A"

Gahagan & Bryant Associates, Inc.
 3802 W. Bay to Bay Blvd., Suite B-22
 Tampa, Florida 33629
 (813) 831-4408 Fax (813) 831-4216
 info@gba-inc.com



October 1, 2024

Mr. John Duchock, PE
 Beach District Manager
 Town of Jupiter Island
 2 Bridge Road
 Hobe Sound, FL 33455

**RE: Scope of Services and Fee Proposal
 In Support of the Jupiter Island Beach Restoration Project
 Task 25.1) General Consulting and Coordination Services**

Dear John,

Below please find the requested scope of work and fee schedule for general consulting and coordination services. The work tasks will be performed on a time and materials basis. The estimated not-to-exceed costs have been quoted for each task, as detailed below.

Task 25.1) General Consulting and Coordination Services

We will attend Town meetings, as requested, and prepare supporting documentation for presentations to the Town Commission of the current overall status of the Town's beachfront and provide updates to beachfront activities. Historic data and analysis will be provided to Town staff and commissioners, as requested. We will assist in preparing and review of annual FDEP funding applications and provide supporting data to maintain participation in the State LGFR funding program. We will provide documentation and analysis of surveys and dredging activities at the St. Lucie Inlet, as requested, in support of improved inlet management and sand bypassing activities performed by Martin County and the Corps of Engineers. We will assist in FDEP and Federal permit modifications, as needed.

Post-storm inspections of the beach will be performed, as requested, and supporting data and submittals will be prepared for FEMA storm damage assessments and DEP funding applications. We will attend meetings with FEMA and State personnel, as requested.

Page 1 of 2

Baltimore, MD Wilmington, DE Houston, TX Los Angeles, CA Novato, CA Wilmington, NC



Additional general coordination and consulting services will be provided upon request on a time and materials basis, not to exceed the budget herein.

Task 24.1) General Consulting and Coordination Services.....\$25,000.00

We trust that this quote meets with your approval. Should you have any questions or require any additional information regarding this matter, please do not hesitate to call.

Best regards,

A handwritten signature in black ink that reads "Clay Bryant". The signature is written in a cursive, flowing style.

Clay M. Bryant, P.E.
Consulting Engineer

Beach Restoration, Coastal and Environmental Engineering

Task Order No. 25.1 General Consulting and Coordination

Pursuant to that certain Consultant Contract ("Contract") between the Town of Jupiter Island ("Town") and Gahagan & Bryant Associates, Inc. ("Consultant") dated August 7, 2019, Consultant hereby agrees to provide the professional services specified under Task 25.1 contained in Exhibit "A," (1) under the terms and conditions, (2) at a cost of **\$25,000.00**, and (3) according to the schedule, all as more specifically described in Exhibit "A," attached hereto and incorporated by this reference. In accordance with Section 1 of the Contract, the terms of the Contract shall be deemed to be incorporated in each individual Task Order as if fully set forth herein. All contract task item values are not to exceed prices that may be adjusted in accordance with prior written authorization from the Town of Jupiter Island for adjusted amount.

IN WITNESS WHEREOF, the Town and the Consultant have executed this Task Order effective this _____ day of _____ 2024

TOWN OF JUPITER ISLAND

Title: _____

GAHAGAN & BRYANT ASSOCIATES, INC.



Title: V. President

CUMMINS | CEDERBERG
Coastal & Marine Engineering

October 15, 2024

73005

Town of Jupiter Island

Attn: Mr. John Duchock, Beach District Director
2 Bridge Road
Hobe Sound, FL 33455

Sent via email: jduchock@tji.martin.fl.us

RE: Proposal for Coastal Engineering and Environmental Services

For the Town of Jupiter Island Fiscal Year 24-25

Dear Mr. Duchock:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this request for a Task Order for our coastal engineering and environmental services for the Town of Jupiter Island, located in Martin County, Florida (Project).

The following task outlined the scope of services is to be provided by Cummins Cederberg for the Town of Jupiter Island (Client) under our Continuing Services Consultant Agreement for Beach Restoration, Coastal and Environmental Engineering dated August 8th, 2019, renewed in 2023 and valid until August 8, 2025.

Scope of Services

Task 1 – Coastal Engineering & Environmental Services (as needed)

Cummins Cederberg will provide general consulting covering a range of support services including efforts related to tracking policy developments in the State Legislature and Department of Environmental Protection (rule changes, inlet management plan updates, etc.), inlet management, Joint Coastal Permitting (JCP) permit conditions, compliance review of the Client's related coastal projects, resilience planning, and grant funding application support. Services requested by the Client that are anticipated to surpass the Not To Exceed (NTE) amount of this task will be submitted to the Client with an addendum scope and/or additional budget request. Services to be provided in Fiscal Year 2024 / 2025.

Fees for Task 1 are Hourly (NTE): **\$25,000.00**

Conditions/Assumptions

- Legal or permit fees not included. Field work can be provided under a separate task order.
- No engineering design is included.
- Client shall notify Cummins Cederberg of any requests for support under the above described scope of services.
- Client shall provide safe access to Project sites as needed by Cummins Cederberg to complete the above described scope of services.

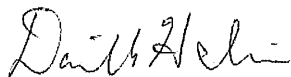
Fees

Fees for services are noted above. Cummins Cederberg shall invoice the Client based on the 2023 Rate Schedule as per contract extension dated August 8th, 2023. The terms and conditions of our Continuing Services Consultant Agreement apply.

General

We appreciate the opportunity to support your need for coastal engineering and environmental services and look forward to working together. This proposal is valid for 60 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this Proposal, and return a signed copy to us which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at 904/537-5013 or dirwin@CumminsCederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.



Danielle H. Irwin, CFM, PWS, WEDG, LEED AP
Senior Director

Read and Accepted by **Client**:

By: _____

Name: _____

Title: _____

Date: _____

Enclosures:

Certificate of Insurance

Certificate of Insurance



CUMMCED-01

SROBERTSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT Shelia Robertson PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com														
INSURED Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables, FL 33134	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B: Travelers Casualty Company of Connecticut</td><td>36170</td></tr><tr><td>INSURER C: Benchmark Insurance Company</td><td>41394</td></tr><tr><td>INSURER D: Pacific Insurance Company, Limited</td><td>10046</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: Travelers Casualty Company of Connecticut	36170	INSURER C: Benchmark Insurance Company	41394	INSURER D: Pacific Insurance Company, Limited	10046	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD RYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		660-A0909919COF24	9/26/2024	9/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ UNOWNED AUTOS ONLY		BA-A09172132447G	9/26/2024	9/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	99WC00003062-00	9/26/2024	9/26/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☐ Professional Liab		21OH0464456-24	9/26/2024	9/26/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
-Evidence of Insurance c/o Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables, FL 33134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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