

**AGENDA
TOWN OF JUPITER ISLAND
BEACH PROTECTION DISTRICT MEETING
THURSDAY, MARCH 20, 2025
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD - 10:00AM**

1. Consent Agenda

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

a. Minutes of the February 18, 2025, Beach Protection District Meeting

2. Beach Project Update*

3. Contract Amendment - Weeks Marine

4. Beach Protection District Financial Report

5. 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 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
TUESDAY, FEBRUARY 18, 2025**

TIME: Tuesday, February 18, 2025 – 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

Director Duchock presented the consent agenda which included the minutes of the January 9, 2025 Beach Protection District meeting and the Seacoast Bank money market account approvals.

MOTION: *Vice Mayor Field/Commissioner Taddeo moved to approve the consent agenda as presented.*

ACTION: *Motion Passed 5-0.*

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

- a. Minutes of the January 8, 2025, Beach Protection District Meeting
- b. Money Market Account - Seacoast Bank

2. Beach Project Update*

Director Duchock provided an overview of the beach renourishment project and provided an update of the project to date. He noted that the dredge arrived on February 4th at the same time the first turtle nest was found, beginning turtle monitoring by Ecological Associates. He explained that the first load of sand was pumped onto the beach on February 6th. He estimates 30-40 days to complete the north fill section (early March) and south fill section to be completed in mid to late April.

Commissioner Taddeo asked if the nighttime turtle monitoring could be reported on a monthly basis, specifically noting foot traffic around the nests.

Director Duchock explained that a contract adjustment may be needed to place up to an additional 300,000 cubic yards which would increase the total cost by \$5,325,000. He will provide an update at the next Beach Protection Meeting. He continued by providing a funding source summary that totals just over \$27M.

Director Duchock provided aerial drone footage of the dredge and beach construction areas. He followed with aerial views of the beach conditions.

3. Other Items*

Mayor Townsend expressed concern regarding a parked vehicle in the construction staging area, and bicyclists accessing the area as well. She suggested making the staging areas less attractive to onlookers.

Director Duchock stated he has discussed these concerns with the contractor and noted tightening security measures onsite.

Mayor Townsend asked for a beach Financial Report each month going forward.

There were no other items discussed.

The meeting adjourned at 12:17 pm.

Respectfully Submitted,

Kimberly Kogos, Town Clerk

TOWN OF JUPITER ISLAND

MEMORANDUM

TO: Mayor & Town Commission

THROUGH: Robert Garlo, Town Manager *RUG*

CC: Kimberly Kogos, Town Clerk

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

RE: Agenda Item 3.: Contract Amendment (Weeks Marine)

DATE: 3/10/2025

Background:

As the 2025 Beach Nourishment project has advanced, there is an opportunity to increase the final volume of sand to be placed as part of the project. Based on updated surveys, it is projected that an additional 300,000 cubic yards could be placed beyond the contract volume of 1,200,000 cubic yards.

If approved, the maximum additional cost to the project would be \$5,325,000, increasing the total contract cost for Weeks Marine, Inc. from \$28,565,000 to \$33,890,000 and increasing the total project volume to 1,500,000 cubic yards. A budgeted contingency of \$1,000,000 was approved by the Commission as part of the original contract authorization. Additional work will be directed and approved by Town staff, and only the additional volume placed and accepted by the Town will be invoiced as additional at the contract unit rate (\$17.75/cy).

Recommendation:

Town staff is seeking authorization to execute Contract Addendum No. 1, reflecting the additional work to be performed by Weeks Marine, Inc. - increasing the maximum contract volume to 1,500,000 cubic yards with a corresponding maximum contract value of \$33,890,000.

CONTRACT ADDENDUM NO. 1

THIS ADDENDUM NO. 1 to the Contract Agreement made this ____ day of _____, 2025, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the "TOWN" with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Weeks Marine, Inc., hereinafter "Contractor" with its principal address at 304 Gaille Drive, Covington, Louisiana 70433.

WITNESSETH:

WHEREAS, the Town of Jupiter Island (TOWN) entered into a Contract Agreement for construction of the Town's Beach Nourishment Project #2024-04, dated September 9, 2024 and incorporated herein as Attachment A; and,

WHEREAS, the TOWN has approved additional services beyond the original Contract Agreement; and,

WHEREAS, the TOWN desires to increase the total project fill volume to a maximum of 1,500,000 cubic yards – an increase of 300,000 cubic yards from the original contract volume.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

As approved by the Town, the Contract Agreement shall be modified to include an additional 300,000 cubic yards of sand to be placed under this addendum at the contract unit price of \$17.75 per cubic yard for an additional amount of \$5,325,000. The total contract price will not exceed \$33,890,000. All other terms and conditions of the Contract Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____

(TOWN SEAL)

Print: _____
Mayor

WEEKS MARINE, INC.

By: _____
Charles Broussard, Jr.
Vice President
Its Authorized Representative

Attachment “A”

Beach Project #2024-04 Contract
Weeks Marine, Inc.

JUPITER ISLAND BEACH RESTORATION PROJECT 2024

TOWN OF JUPITER ISLAND, FLORIDA

AGREEMENT

This Agreement for beach construction services, hereinafter called "Agreement", made and entered into on the 9th Day of September, 2024 by and between Weeks Marine, Inc., hereinafter called "Contractor" and the Town of Jupiter Island, hereinafter called "Owner".

WITNESSETH:

That Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **WORK.** The Contractor shall perform all work as described or indicated in the Agreement Documents for the completion of the project, generally described as follows: Jupiter Island Beach Restoration Project ITB#2024-04.
2. **ENGINEER.** The project has been designed by Applied Technology & Management, Inc., which will act as Engineer in connection with completion of the project in accordance with the Agreement documents.
3. **AGREEMENT PRICE.** Owner shall pay Contractor for faithful performance of the work in accordance with the Agreement Documents in current funds as follows:

Mobilization and Demobilization \$6,750,000.00, General Conditions \$150,000.00, Site Preparation/Staging Area Restoration \$50,000.00, Beach Tilling \$150,000.00, Sea Turtle Trawling (if required by regulatory agencies) \$165,000.00, and Beach Fill Required at \$17.75 per cubic yard measure for the bid requirement of 1,200,000 cubic yards is estimated to be \$21,300,000.00.

The maximum Agreement price shall not exceed \$28,565,000.00 without written amendment to this Agreement signed by both parties. The Owner is not obligated under this Agreement to guarantee the maximum Agreement price but shall compensate the Contractor for work agreed upon and completed in accordance with the Agreement Documents.

4. **PROGRESS AND FINAL PAYMENTS.** Owner shall make progress payments on account of the Agreement Price on the basis of Contractor's Applications for Payment, as approved by the Owner/Engineer, on a monthly basis during construction. Progress payments will be made in any amount equal to 95% of the work completed. The Town shall retain five percent (5%) of the amount of the payment until final completion and acceptance of the Agreement work. Final payment shall be made in accordance with Section 12(f) of the Agreement Specifications (p A-18).
5. **AGREEMENT.** The documents which comprise the Agreement between the Owner and Contractor are attached hereto and made a part hereof and consist of the following:
 - 5.1. Agreement Specifications (ITB#2024-04)
 - 5.2. Agreement Plans (Appendix C Project Drawings)

- 5.3. Bid Forms
- 5.4. This Agreement
- 5.5. Performance and Payment Bonds
- 5.6. Permits for the Work (Attachment A Project Permits)

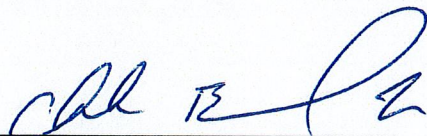
6. MISCELLANEOUS.

- 6.1. Neither Owner nor Contractor shall, without prior written consent of the other, assign, or sublet in whole or in part his interest under any of the Agreement Documents; and, specifically, Contractor shall not assign any monies due or to become due without prior written consent of Owner.
- 6.2. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Agreement Documents.
- 6.3. The Agreement Documents constitute the entire Agreement between Owner and Contractor and may only be altered, amended, or appealed by a duly executed written instrument.
- 6.4. This Agreement may be executed in counterparts, each of which may be executed and delivered via facsimile, PDF or email delivery with the same validity as if the agreement was an ink-signed document and each of which shall be effective and binding on the Parties as of the effective date. Each such counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Agreement.

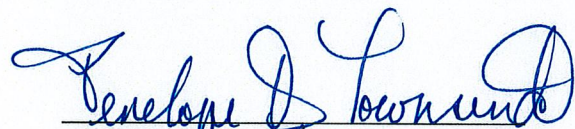
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WEEKS MARINE, INC.

TOWN OF JUPITER ISLAND



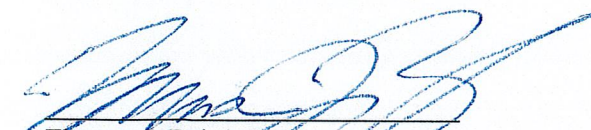
 Charles Broussard Jr.
 Vice President



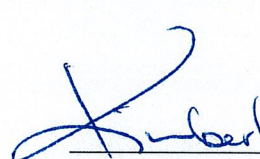
 Penelope Townsend
 Mayor

Approved as to Legal Sufficiency:

ATTEST:



 Thomas J. Baird, Esq.
 Town Attorney



 Kimberly Kogos
 Town Clerk



BEACH EROSION DISTRICT
 INTERIM BALANCE SHEET FOR TOWN OF JUPITER ISLAND
 Period Ending 02/28/2025

GL Number	Description	Balance
Fund 101 - BEACH PROTECTION DISTRICT		
*** Assets ***		
101-000-101.000	CASH IN BANK-SEACOAST NATIONAL	202,821.75
101-000-101.001	MONEY MARKET-SEACOAST NATIONAL	100,000.00
101-000-101.152	INVESTMENT POOL - FLCLASS	10,633,307.31
101-000-101.155	INVESTMENT - SBA	10,768,839.25
	Total Assets	21,704,968.31
*** Liabilities ***		
101-000-202.000	ACCOUNTS PAYABLE	10.00
101-000-207.001	DUE TO GENERAL FUND	11,660.53
	Total Liabilities	11,670.53
*** Fund Balance ***		
101-000-280.001	NONSPENDABLE PREPAID	2,723.00
101-000-284.000	FUND BALANCE	22,577,186.93
	Total Fund Balance	22,579,909.93
	Net of Revenues VS Expenditures - Current Year	(886,612.15)
	Total Liabilities And Fund Balance	21,704,968.31

BEACH EROSION DISTRICT
 INTERIM REVENUE AND EXPENDITURE REPORT FOR TOWN OF JUPITER ISLAND
 PERIOD ENDING 02/28/2025

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25		YTD BALANCE 02/28/2025	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - BEACH PROTECTION DISTRICT						
REVENUES						
101-000-311.000	AD VALOREM TAXES	3,380,769.00	3,380,769.00	3,139,117.40	241,651.60	92.85
101-000-331.391	FEMA REIMBURSEMENT	23,666,698.00	23,666,698.00	0.00	23,666,698.00	0.00
101-000-334.500	STATE DISASTER RELIEF	3,380,957.00	3,380,957.00	0.00	3,380,957.00	0.00
101-000-361.100	INTEREST	200,000.00	200,000.00	355,896.43	(155,896.43)	177.95
101-000-381.001	TRSF-R-UNDESIGNATED/UNRESERVED	807,539.00	807,539.00	0.00	807,539.00	0.00
TOTAL REVENUES		31,435,963.00	31,435,963.00	3,495,013.83	27,940,949.17	11.12
EXPENDITURES						
211 - BEACH PROTECTION ADMINISTRATION						
	PERSONNEL AND BENEFITS	442,443.00	442,443.00	113,800.12	328,642.88	25.72
	OPERATING EXPENSES	293,520.00	293,520.00	73,122.09	220,397.91	24.91
TOTAL ADMINISTRATION		735,963.00	735,963.00	186,922.21	549,040.79	25.40
221 - BEACH PROTECTION PROJECTS						
TOTAL EXPENDITURES		30,700,000.00	30,700,000.00	4,194,703.77	26,505,296.23	13.66
Fund 101 - BEACH PROTECTION DISTRICT:						
TOTAL REVENUES		31,435,963.00	31,435,963.00	3,495,013.83	27,940,949.17	11.12
TOTAL EXPENDITURES		31,435,963.00	31,435,963.00	4,381,625.98	27,054,337.02	13.94
NET OF REVENUES & EXPENDITURES		0.00	0.00	(886,612.15)	886,612.15	100.00