

**AGENDA
TOWN OF JUPITER ISLAND
BEACH PROTECTION DISTRICT MEETING
TUESDAY, FEBRUARY 18, 2025
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
DIRECTLY FOLLOWING THE SMRU BOARD MEETING**

1. Consent Agenda

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*

3. 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
WEDNESDAY, JANUARY 8, 2025**

TIME: Wednesday, January 8, 2025 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present were Mayor Penny Townsend, Vice Mayor Marshall Field VI, and Commissioner Patricia Warner. 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: *Vice Mayor Field/Commissioner Warner moved to approve the consent agenda as presented.*

ACTION: *Motion Passed 3-0.*

- a. Minutes of the December 4, 2024, Beach Protection District Meeting

2. Beach Project Update*

Director Duchock reviewed the Beach Project and potential project expansion needs. He explained that staff will evaluate and may bring back a modified proposal for Commission consideration if needed and feasible (including costs, grants, etc.) during the February Beach Protection District meeting. He reviewed the project construction schedule, stating that mobilization of shore-based equipment and preparation of the north staging area will begin the week of January 13-17, followed by the delivery of pipe around January 17-30 and arrival of the dredge around February 1-7. Discussion ensued regarding a possible extension past May 1.

3. Turtle Monitoring Program

Director Duchock provided background information regarding the Turtle Monitoring Program and the Town's Invitation to Bid (ITB) 2025-01. He explained the current costs of the program versus contracting the program out to a third party. Discussion ensued regarding the costs and options such as the use of interns. Director Duchock noted that he considered pros and cons of keeping the program in-house. Discussion ensued. Town Manager Garlo stated his agreement with Director Duchock in recommending shifting the program management to an outside third party.

Director Duchock explained that three (3) qualified bids were received and reviewed by Town staff on December 20, 2024. He noted that, based on an evaluation of costs for monitoring over the five-year period, Ecological Associates provided the lowest qualified bid at a total cost of \$1,434,656.90. He stated that staff is seeking approval to enter into a contract agreement and spending authorization for \$368,100.01 for the first year.

MOTION: *Vice Mayor Field/Commissioner Warner moved to approve contracting with Ecological associates to provide sea turtle and shorebird monitoring services.*

ACTION: *Motion Passed 3-0.*

MOTION: *Commissioner Warner/Vice Mayor Field moved to approve a spending authorization in*

the amount of \$368,100.01 for the 2025 monitoring season.

ACTION: *Motion Passed 3-0.*

4. Beach Status*

Director Duchock reviewed the current beach conditions stating that there is a steep and rolling beach face with mild and isolated escarpments. He explained that there has been isolated loss of dune toes in hot spot areas and noted the various hot spot and potential hot spot areas. He stated that there has been minor to moderate erosion over the past month related to nor'easter conditions. He followed with aerial drone views and beach-level photographs of the shoreline.

5. Other Items*

No other items were discussed, and there was no public comment.

Mayor Townsend adjourned the meeting at 12:28pm.

Respectfully Submitted,

Kimberly Kogos, Town Clerk



MEMORANDUM

TO: The Mayor and Town Commissioners
THRU: Robert Garlo, Town Manager
FROM: Matthew Pazanski, Finance/HR Director *MPA*
DATE: February 5, 2025
SUBJECT: Open Money Market Account for Beach Protection District - Seacoast Bank

Background

The Town maintains several bank accounts with Seacoast Bank to conduct Town business. To further enhance our earnings potential on idle funds and to maintain efficient cash flow operations staff is proposing to open a Money Market account for Beach Protection District Funds at Seacoast Bank.

Discussion

Seacoast Bank requires all new accounts to be approved during an official meeting of the Town. In addition, they require execution of the attached Account Agreement/Signature Card and Corporate Authorization Resolution. Upon approval, Seacoast will provide updated forms with proper names, required information and dates for execution.

Staff recommends the following authorized agents be approved to conduct business on behalf of the Town with this Money Market account at Seacoast Bank:

Penelope Townsend, Mayor
Marshal Field, Jr., Vice-Mayor
Robert Garlo, Town Manager
John Duchock, Assistant Town Manager/Beach District Director
Matthew Pazanski, Finance/HR Director
Danielle Losquadro, Senior Accountant

Recommendation

Staff recommends the Town Commission consider a motion to approve opening a Money Market account for Beach Protection District Funds at Seacoast Bank with the aforementioned authorized agents and execution of the required documents.

Corporate Authorization Resolution

Seacoast National Bank
815 Colorado Ave
Stuart, FL 34994

By: Town Of Jupiter Island
2 Bridge Rd
Hobe Sound, FL 33455-2100

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of FLORIDA, Federal Employer I.D. Number 59-6011135, engaged in business under the trade name of Town Of Jupiter Island, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. Robert Garlo Town Manager	X _____	X _____
B. Marshall Fields Jr Vice Mayor	X _____	X _____
C. Penelope D Townsend Mayor	X _____	X _____
D. Matthew A Pazanski Fiance Director	X _____	X _____
E. John Charles Duchock Assistant Town Manager	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u> A B C D E </u>	(1) Exercise all of the powers listed in this resolution.	1 _____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	1 _____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1 _____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	1 _____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	1 _____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1 _____
_____	(7) Other:	1 _____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ Supersedes all prior _____. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on
2025-0 23:59:59 _____ (date).

Secretary

Attest by One Other Officer
Matthew A Pazanski

For Financial Institution Use Only	
Acknowledged and received on _____	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____ Any future resolution _____.	
Comments: Jeffrey Centola , Hobe Sound Office	
I certify that I have reviewed this document for completeness and accuracy and that I have reviewed all supporting documentation, including SunBiz.	
Date: _____	Signature: _____

ACCOUNT AGREEMENT

Seacoast National Bank
815 Colorado Ave
Stuart, FL 34994

Agreement Date: By: Jeffrey Centola
EXISTING Account - This agreement replaces previous agreement(s).
Account Description: Public Funds Money Market

Checking Savings NOW Money market
Initial Deposit \$ Source: Deposit

Ownership of Account - CONSUMER (Select One and Initial)
Single-Party Account Trust-Separate Agreement
Multiple-Party Account
Multiple-Party Account - Tenancy by the Entireties
Other
Rights at Death (Select One and Initial)
Single-Party Account
Multiple-Party Account With Right of Survivorship
Multiple-Party Account Without Right of Survivorship
Single-Party Account With Pay On Death
Multiple-Party Account With Right of Survivorship and Pay On Death
Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Ownership of Account - BUSINESS Purpose
Sole Proprietorship Single-Member LLC Partnership
LLC (LLC tax classification: C Corp S Corp Partnership)
C Corporation S Corporation Non-Profit
Business:

Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-9)
By signing at right, I, Robert Garlo
certify under penalties of perjury that the statements made in this section are true.
TIN: 59-6011135 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any)
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number:
Account Owner(s) Name & Address
Town Of Jupiter Island
Beach Protection District Funds
2 Bridge Rd
Hobe Sound FL 33455-2100

Additional Information:
Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosures:
Terms & Conditions Truth in Savings Funds Availability
Electronic Fund Transfers Privacy Substitute Checks
Common Features
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): Robert Garlo I.D. # D.O.B.
(2): Marshall Fields Jr I.D. # D.O.B.
(3): Penelope D Townsend I.D. # D.O.B.
(4): Matthew A Pazanski I.D. # D.O.B.
Convenience Account Agent (Single-Party Accounts Only) I.D. # D.O.B.

Addendum

Date:

Financial Institution
Seacoast National Bank
815 Colorado Ave
Stuart, FL 34994

Account Title & Address
Town Of Jupiter Island
Beach Protection District Funds
2 Bridge Rd
Hobe Sound FL 33455-2100

Addendum

This Addendum is incorporated into and made a part of the document described as follows (the "Agreement");
Signature Card (for example, "Account Agreement")
dated: _____, relating to account number(s): _____

Beneficiary Information *and/or* **Additional Terms**

Signature Addendum. The following signatures are added to and supplement the signatures provided on the Agreement. The undersigned agree to the terms of the Agreement, and all terms and disclosures acknowledged on the Agreement.

Amendment Signatures. This Addendum amends the Agreement. The undersigned agree to the additional terms or information above. This Addendum overrides any conflicting terms of the Agreement.

John Charles Duchock Date Danielle Grace Losquadro Date

Date Date

Date Date