

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Agenda Item 1
Financial Reports
Town Commission Meeting, March 22, 2016

Staff recommends acceptance of the attached financial reports.

Town of Sewall's Point
Financial Report
Revenues and Expenses Budget-to-Actual

	Actual Feb 2016	Monthly Budget Feb 2016	Actual to Monthly Budget %	Actual Oct- Feb 2016	YTD Budget Oct - Feb 2016	Actual to YTD Budget %	Annual Budget FY 2016	Actual to Annual Budget %
	<i>unaudited</i>	<i>unaudited</i>		<i>unaudited</i>	<i>unaudited</i>		<i>unaudited</i>	
Revenues								
Intergovernmental								
334.100 · Police Dept Grant Funds	-	-	n/a	1,168	-	n/a	-	n/a
332.000 · Grant Mgmt. Fees FEMA 3%	-	-	n/a	4,364	20,000	21.8%	20,000	21.8%
312.400 · Gas Tax	5,000	5,250	95.2%	26,715	26,250	101.8%	63,000	42.4%
315.000 · Communications Services Taxes	5,000	5,250	95.2%	26,529	26,250	101.1%	63,000	42.1%
335.120 · State Revenue Sharing	5,000	5,250	95.2%	25,586	26,250	97.5%	63,000	40.6%
335.150 · Alcoholic Beverage Tax	-	167	0.0%	-	833	0.0%	2,000	0.0%
335.180 · Sales Tax	15,000	17,667	84.9%	86,533	88,333	98.0%	212,000	40.8%
Total Intergovernmental	30,000	33,583	89.3%	170,894	187,917	90.9%	423,000	40.4%
Local Taxes, Fees, Fines								
311.100 · Ad Valorem Taxes	49,027	66,400	73.8%	1,464,890	1,427,900	102.6%	1,633,000	89.7%
316.000 · Local Business Tax	102	333	30.7%	1,632	1,667	97.9%	4,000	40.8%
322.000 · Building Permit Fees	7,088	24,500	28.9%	59,301	86,500	68.6%	245,000	24.2%
323.100 · Electric Francise	14,000	10,750	130.2%	84,631	53,750	157.5%	129,000	65.6%
325.200 · Road Impact Assessments	1,276	3,500	36.5%	11,003	13,500	81.5%	34,000	32.4%
351.300 · Civil Fines	-	500	0.0%	5,200	2,500	208.0%	6,000	86.7%
351.500 · Traffic Fines	2,530	1,417	178.6%	6,728	7,083	95.0%	17,000	39.6%
351.501 · Police Education	153	167	91.7%	402	833	48.3%	2,000	20.1%
361.100 · Interest	100	417	24.0%	2,698	2,083	129.5%	5,000	54.0%
366.900 · Miscellaneous Revenue	0	583	0.0%	13	2,917	0.4%	7,000	0.2%
367.000 · Town Licenses & Fees	100	417	24.0%	1,025	2,083	49.2%	5,000	20.5%
Total Local Taxes, Fees, Fines	74,376	108,983	68.2%	1,637,523	1,600,817	102.3%	2,087,000	78.5%
Total Revenues	104,376	142,567	73.2%	1,808,417	1,788,733	101.1%	2,510,000	72.0%
Expenses								
Human Resources								
Public Safety	55,857	68,987	81.0%	322,782	344,935	93.6%	827,845	39.0%
Town Manager	9,312	10,100	92.2%	49,841	50,500	98.7%	121,200	41.1%
Town Assistant	3,491	3,788	92.2%	18,803	19,088	98.5%	45,600	41.2%
Town Clerk	4,837	5,269	91.8%	25,776	26,494	97.3%	63,375	40.7%
Building Dept.	9,013	9,962	90.5%	48,624	49,811	97.6%	113,835	42.7%
Maintenance Dept.	3,103	3,379	91.8%	16,803	17,046	98.6%	40,700	41.3%
519.230 · Insurance Benefits	13,079	14,986	87.3%	65,135	74,932	86.9%	179,836	36.2%
519.24 · Worker's Comp - Other	-	-	n/a	11,641	12,500	93.1%	25,000	46.6%
Total Human Resources	98,693	116,471	84.7%	559,404	595,306	94.0%	1,417,391	39.5%

Town of Sewall's Point
Financial Report
Revenues and Expenses Budget-to-Actual

	Actual Feb 2016	Monthly Budget Feb 2016	Actual to Monthly Budget %	Actual Oct- Feb 2016	YTD Budget Oct - Feb 2016	Actual to YTD Budget %	Annual Budget FY 2016	Actual to Annual Budget %
	<i>unaudited</i>	<i>unaudited</i>		<i>unaudited</i>	<i>unaudited</i>		<i>unaudited</i>	
Operating Expenses								
519.40 · Travel	166	250	66.4%	1,229	1,250	98.3%	3,000	41.0%
519.41 · Communication Network	1,408	2,567	54.9%	15,875	16,633	95.4%	34,600	45.9%
519.43a - Electricity	2,331	2,417	96.5%	10,457	12,083	86.5%	29,000	36.1%
519.43b - Water	1,972	2,000	98.6%	8,932	10,000	89.3%	24,000	37.2%
519.45 · General and Liability Insurance	-	-	n/a	21,914	22,000	99.6%	44,000	49.8%
519.48 · Town Events	421	833	50.5%	5,927	4,167	142.3%	10,000	59.3%
511.49 - Contingency	-	83	0.0%	-	417	0.0%	1,000	0.0%
519.49D - Disaster Aid	-	83	0.0%	-	417	0.0%	1,000	0.0%
519.49F · Bank Fees	30	250	11.8%	432	1,250	34.6%	3,000	14.4%
519.51 · Office Supplies & Services	1,980	2,583	76.6%	8,233	12,917	63.7%	31,000	26.6%
519.52 · Fuel, Oil, Operating Supplies	1,450	2,417	60.0%	6,701	12,083	55.5%	29,000	23.1%
519.54 · Dues, Ed., Tuition Reimb	90	667	13.5%	1,939	3,333	58.2%	8,000	24.2%
521.52 · PD Enforcement Supplies	5,052	1,475	342.5%	7,101	7,375	96.3%	17,700	40.1%
Total Operating Expenses	14,900	15,625	95.4%	88,742	103,925	85.4%	235,300	37.7%
Outside Services								
Maintenance Services								
519.46a · Landscaping Maintenance	4,426	5,000	88.5%	12,660	25,000	50.6%	60,000	21.1%
519.46M · Buildings & Facilities Maint.	1,731	917	188.8%	5,933	4,583	129.5%	11,000	53.9%
519.46O · Office Cleaning Service	560	667	84.0%	2,980	3,333	89.4%	8,000	37.3%
519.46P · Parks Maintenance	88	1,083	8.1%	440	5,417	8.1%	13,000	3.4%
519.46S · Streets & StormSewers	-	1,917	0.0%	2,439	9,583	25.5%	23,000	10.6%
521.162 · PD Equip. Maintenance	-	592	0.0%	1,942	2,958	65.6%	7,100	27.4%
521.46V · PD Vehicles Maintenance	727	1,250	58.2%	3,952	6,250	63.2%	15,000	26.3%
524.46V · BD Vehicle	950	125	760.2%	970	625	155.2%	1,500	64.7%
539.46V · PW Vehicle	-	125	0.0%	1,274	625	203.8%	1,500	84.9%
539.34 · Temporary Staffing	-	500	0.0%	481	2,500	19.3%	6,000	8.0%
Total Maintenance Services	8,483	12,175	69.7%	33,072	60,875	54.3%	146,100	22.6%
519.31 · Grant Management Support	2,881	-	n/a	10,065	10,000	100.7%	10,000	100.7%
513.32 - Financial & Audit Services	9,024	5,000	180.5%	34,247	29,000	118.1%	43,000	79.6%
Total 513.32 · Financial Services	11,904	5,000	238.1%	44,312	39,000	113.6%	53,000	83.6%
514.31 · Legal Services	8,541	4,917	173.7%	30,354	24,583	123.5%	59,000	51.4%
521.31 - PD Professional Services	1,122	750	149.6%	2,843	3,750	75.8%	9,000	31.6%
522.34 - Contracted Fire Rescue Services	-	-	n/a	177,860	185,000	96.1%	370,000	48.1%
541.31 - Engineering Services	-	3,167	0.0%	8,274	15,833	52.3%	38,000	21.8%
Total Professional Services	21,567	13,833	155.9%	263,643	268,167	98.3%	529,000	49.8%
Total Outside Services	30,050	26,008	115.5%	296,715	329,042	90.2%	675,100	44.0%
Total Recurring Expenses	143,643	158,104	90.9%	944,860	1,028,272	91.9%	2,327,791	40.6%

Town of Sewall's Point
Financial Report
Revenues and Expenses Budget-to-Actual

	Actual Feb 2016	Monthly Budget Feb 2016	Actual to Monthly Budget %	Actual Oct- Feb 2016	YTD Budget Oct - Feb 2016	Actual to YTD Budget %	Annual Budget FY 2016	Actual to Annual Budget %
	<i>unaudited</i>	<i>unaudited</i>		<i>unaudited</i>	<i>unaudited</i>		<i>unaudited</i>	
NR - Capital & Nonrecurring Expenses								
541.64 · Furniture & Equipment								
519.64 · TH Office Equipment	-	208	0.0%	-	1,042	0.0%	2,500	0.0%
521.64 · PD New Equipment	-	583	0.0%	-	2,917	0.0%	7,000	0.0%
Total 541.64 · Furniture & Equipment	-	792	0.0%	-	3,958	0.0%	9,500	0.0%
541.630 · Capital Improvements								
541.632 · Parks & Landscaping	5,350	2,500	214.0%	5,350	12,500	42.8%	30,000	17.8%
541.635 · Town Hall	-	833	0.0%	-	4,167	0.0%	10,000	0.0%
541.63R · Road & Bridge Improvements	-	7,500	0.0%	22,910	37,500	61.1%	90,000	25.5%
541.675 · Stormwater Improvements								
541.67G · Grant-matched Projects	-	3,125	0.0%	-	15,625	0.0%	37,500	0.0%
541.67N · Non-Grant Projects	-	2,917	0.0%	3,542	14,583	24.3%	35,000	10.1%
Total 541.675 · Stormwater Improvements	-	6,042	0.0%	3,542	30,208	11.7%	72,500	4.9%
Total 541.630 · Capital Improvements	5,350	16,875	31.7%	31,802	84,375	37.7%	202,500	15.7%
Total NR · Capital & Nonrecurring Expenses	5,350	17,667	30.3%	31,802	88,333	36.0%	212,000	15.0%
Net Operating Income	(44,617)	(33,204)	134.4%	831,755	672,128	123.7%	(29,791)	(2,791.9%)
Transfer from (to) Reserves	44,617	33,204	134.4%	(831,755)	(672,128)	123.7%	29,791	-2791.9%
Revenues over (under) Expenditures	-	-	n/a	-	-	n/a	(0)	n/a

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Agenda Item 2
Meeting Minutes
Town Commission Meeting, March 22, 2016

Staff recommends acceptance of the attached meeting minutes.



TOWN OF SEWALL'S POINT
TOWN COMMISSION MINUTES OF WORKSHOP MEETING
JANUARY 12, 2016

[Audio is unavailable for this meeting due to technical system difficulties]

The Town Commission of the Town of Sewall's Point met on Tuesday, January 12, 2016 at 7:00 p.m. at Town Hall.

CALL TO ORDER

Mayor Morris called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Morris led the Pledge of Allegiance.

ROLL CALL

Mayor Dan Morris, Vice-Mayor James Campo (absent), Commissioner Vincent N. Barile, Commissioner Paul Luger, Commissioner Jacqui Thurlow-Lippisch, Town Manager Pamela M. Walker and Town Clerk Lakisha Burch were present.

ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There were none.

COMMENTS FROM THE PUBLIC ON ANY TOPIC

There was public comment by Gloretta Hall.

DISCUSSION

1. Martin County Septic System Elimination Report

Joe Capra, Town Engineer gave a PowerPoint overview of the topic.

There was discussion among the Commission.

2. Flood Insurance Community Rating System

John Adams, Building Official, presented the item.

There was discussion among the Commission.

Direction was given to staff to bring and ordinance amendment eliminating the prohibition of structural fill in the A zone.

COMMISSIONERS OR STAFF COMMENTS

Commissioner Thurlow-Lippisch inquired about the availability of audio and meeting minutes on our website. Town Clerk Burch responded by stating that the audio and meeting minutes for the month of

November and December's audio were uploaded today and that meeting minutes are not uploaded until they have been approved by the Commission.

Commissioner Thurlow-Lippisch requested a notation be made on the Town's website indicating that minutes are not uploaded until after the Commission's approval.

Commissioner Luger asked whether the audio is accessible by citizens with Apple computers; Town Clerk Burch responded that the needed modification had been made several months ago.

ADJOURN

There being no further business to come before the Commission, the meeting was adjourned at 7:09 p.m.

APPROVED:

Mayor Dan Morris, Presiding Officer

ATTEST:

Lakisha Q. Burch, Town Clerk



TOWN OF SEWALL'S POINT
TOWN COMMISSION MINUTES OF REGULAR MEETING
FEBRUARY 23, 2016

[Verbatim details available at www.sewallspoint.org by clicking the "audio" link for the meeting]

CALL TO ORDER

Mayor Morris called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Morris led the Pledge of Allegiance.

ROLL CALL

Mayor Dan Morris, Vice-Mayor James Campo, Commissioner Vincent N. Barile, Commissioner Paul Luger (absent), Commissioner Jacqui Thurlow-Lippisch, Town Manager Pamela M. Walker, Town Attorney Glen Torcivia and Town Clerk Lakisha Burch were present.

ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

Vice-Mayor Campo asked that the Financial Reports and Meeting Minutes be removed from the Consent Agenda.

CONSENT AGENDA

- 1. Financial Reports**
- 2. Meeting Minutes**
- 3. Resolution No. 824 supporting local regulation of plastic bag use**

Motion was made by Vice-Mayor Campo, seconded by Commissioner Thurlow-Lippisch to approve item 3 of the Consent Agenda; it was voted as follows: Ayes: Mayor Morris, Vice-Mayor Campo, Commissioners Barile and Thurlow-Lippisch. Motion carried unanimously.

There was discussion among the Commission, Town Manager and Town Clerk regarding the Financial Report and Meeting Minutes. After further discussion it was the consensus of the Commission to defer the Meeting Minutes until next month giving Vice-Mayor Campo an opportunity to listen to the minutes and corrections be made.

Motion was made by Vice-Mayor Campo, seconded by Commissioner Barile to approve the Financial Report; it was voted as follows: Ayes: Mayor Morris, Vice-Mayor Campo, Commissioners Barile and Thurlow-Lippisch. Motion carried unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment by Mr. Joseph Maher and Roger Degraff.

PRESENTATIONS PROCLAMATIONS AND AWARDS

4. Officer of the Year

Police Chief Tina Ciechanowski presented the award of Officer of the Year to Officer Zachary Transue.

5. American Red Cross

Robin Hicks Nunley gave an overview of the American Red Cross to the Commission. Mayor Morris read and presented the Proclamation to Ms. Robin Hicks Nuley.

6. Florida Oceanographic Society- Oysters Living Shoreline

Dr. Vincent Encomio of the Florida Oceanographic Society gave a PowerPoint presentation regarding the use of Oysters to create living shorelines.

There was public comment by Mr. Fred Burkey.

PUBLIC HEARING

7. First Reading of Ordinance No. 408 of Sign Code Ordinance

Town Attorney Torcivia read Ordinance No. 408 into the record.

Town Manager Walker presented the item.

There was discussion among the Commission.

Motion was made by Vice-Mayor Campo, seconded by Commissioner Thurlow-Lippisch to approve Ordinance No. 408 of Sign Code on First Reading; therefore it was read into the record by title by Town Attorney Torcivia; therefore it was voted as follows: Ayes: Mayor Morris, Vice-Mayor Campo, Commissioners Barile and Thurlow-Lippisch. Motion carried unanimously.

COMMISSIONERS OR STAFF COMMENTS

Vice-Mayor Campo discussed the Commissioners' defense policy and the Town's insurance coverage. He also discussed the timing of the Town Manager's annual performance review and requested that the review process start now.

Commissioner Thurlow-Lippisch commented that she respectfully disagrees and that the process should start in May as in previous years.

Commissioner Barile stated that the Commission needs to stick to the current process.

Mayor Morris stated that he would review the procedures that were used last year and suggest that Commissioners talk one-on-one with the Town Manager.

Commissioner Barile commented on the Public Records Law and stated that Commissioners should be available for signatures for checks.

Commissioner Thurlow-Lippisch commented on how important it is for the Town to stay involved in the Lake Okeechobee water discharge issue.

Mayor Morris stated that there are plans to have a strategic planning session that will focus on financing future capital budgets in April or May. He also spoke about potentially annexing the Dolphin Bar property into the Town. He suggested that some aspects of the Tree ordinance may need to be reconsidered like the 2 inch caliber of the tree and indicated that Town Manager evaluation process will be discussed at the next meeting.

ADJOURN

There being no further business to come before the Commission, the meeting was adjourned at 9:49 p.m.

APPROVED:

Mayor Dan Morris, Presiding Officer

ATTEST:

Lakisha Q. Burch, Town Clerk

Before the Mayor of the Town of Sewall's Point,
Martin County, Florida

A Proclamation

Declaring Keep Martin Beautiful Great American Cleanup Extreme
Martin Makeover day in Sewall's Point, Florida

Whereas, the Keep Martin Beautiful Great American Cleanup Days have been held in Martin County for the past twenty one years in conjunction with Keep America Beautiful; and

Whereas, an expected 4 million volunteers throughout the United States in 20,000 communities will participate in the Great American Cleanup; and

Whereas, it is important that all citizens take an active role during the Great American Cleanup to preserve and enhance Martin County's environment especially during these challenging economic times; and

Whereas, this year the Great American Cleanup will officially launch on the first day of spring, March 20 and run through then end of April 2016 with special emphasis on education and cleanup activities being held in Martin County for the Extreme Martin Makeover in the Golden Gate Community.

Now, therefore, I, E. Dan Morris, Mayor of the Town of Sewall's Point, proclaim that beginning on March 20th through the end of April 2016 is Keep Martin Beautiful Great American Cleanup and Extreme Martin Makeover. Further, the Board of County Commissioners commends the volunteers and Board of Directors of Keep Martin Beautiful who take on the challenge of beautifying and revitalizing communities, making a positive difference in Martin County's quality of life.

Duly Adopted this Twenty-Second Day of March, 2016

E. Dan Morris
MAYOR

DRAFT DRAFT DRAFT

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

ORDINANCE NUMBER _____

AN ORDINANCE OF MARTIN COUNTY, FLORIDA AMENDING DIVISION 13, HISTORIC PRESERVATION OF ARTICLE 4, SITE DEVELOPMENT STANDARDS, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE TO INCREASE THE MEMBERSHIP OF THE HISTORIC PRESERVATION BOARD FROM SEVEN TO NINE AND TO PROVIDE FOR THE APPLICABILITY OF DIVISION 13 TO THE INCORPORATED AREAS OF MARTIN COUNTY AS WELL AS THE UNINCORPORATED AREAS; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, CODIFICATION AND EFFECTIVE DATE.

WHEREAS, the protection of historical resources is set forth as Goal 16.5 of the Martin County Comprehensive Growth Management Plan; and

WHEREAS, the implementing policies and objectives of the Comprehensive Plan provide for the protection of those resources through methods, including but not limited to, the dissemination of information on local history, the review of development applications, and options for preservation; and

WHEREAS, increasing the membership of the Historic Preservation Board and providing for the applicability of the ordinance in the incorporated areas of Martin County as well as the unincorporated area would provide increased opportunities for the protection of historical resources; and

WHEREAS, on XX, 2016, the Local Planning Agency considered the proposed amendments and recommended XXX; and

WHEREAS, the Board of County Commissioners finds the proposed amendments consistent with the goals, objectives and policies of the Comprehensive Growth Management Plan.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA, THAT:

PART 1: AMENDMENT OF DIVISION 13, HISTORIC PRESERVATION OF ARTICLE 4, SITE DEVELOPMENT STANDARDS, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE

Division 13 is hereby amended as follows:

4.582.B.

Membership, appointment qualifications, terms and removal.

1.

The HPB shall consist of ~~seven~~ nine members appointed by the Board of County Commissioners. Each member of the HPB shall be a resident of Martin County. The composition of the HPB shall consist of three designated seats and ~~four~~ six at-large seats. There will be a representative of each of the following professions: one architect with professional or educational experience related to historic preservation; one realtor; and one person with demonstrated knowledge specifically related to Martin County history. The ~~four~~ six at-large seats will comprise of citizens who, by virtue of their profession or business, have demonstrated interest and experience in historic preservation and/or archeological resources; however, appointments shall be in the sole discretion of the Board of County Commissioners.

2.

Appointments shall be for a term of four years for each member.

3.

A member's term of office shall terminate if the member ceases to be a resident of Martin County. If any member fails to attend three consecutive meetings in one year without cause or prior approval of the Chair, the HPB shall declare the member's office vacant. In addition, a member may be removed from office at the pleasure of the Board of County Commissioners. Any vacancy occurring on the HPB shall be filled by the Board of County Commissioners for the remainder of the unexpired term at the earliest possible date.

4.

Members shall be eligible for reappointment, and shall hold office until their successors have been duly appointed. Members of the HPB shall serve without compensation, but may receive actual and necessary expenses incurred in the performance of their official duties.

PART 2: APPLICABILITY OF ORDINANCE.

This Ordinance shall be applicable to the unincorporated areas of Martin County, **and to the incorporated areas of Martin County** to the extent permitted by Article VIII, Section 1(f), of the Constitution of the State of Florida.

PART 3: CONFLICTING PROVISIONS.

Martin County ordinances, County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART 4: SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to

be inapplicable to any person, property or circumstances by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstances.

PART 5: FILING WITH THE DEPARTMENT OF STATE.

The Clerk be and hereby is directed forthwith to scan this ordinance in accordance with Rule 1B-26.003, Florida Administrative Code, and file same with the Florida Department of State via electronic transmission.

PART 6: CODIFICATION.

Provisions of this Ordinance shall be incorporated into the Martin County General Ordinances, except that parts 2 through 6 shall not be codified. The word “ordinance” may be changed to “article,” “section,” or other word, and the sections of this Ordinance may be renumbered or re-lettered.

PART 7: EFFECTIVE DATE

This Ordinance shall take effect on XXX.

PASSED AND DULY ADOPTED THIS ____ DAY OF _____, 2016.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

**CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTRROLLER**

ANNE SCOTT, CHAIR

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**MICHAEL D. DURHAM
COUNTY ATTORNEY**

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Agenda Item 5
Request for FEMA Grant Extension
Town Commission Meeting, March 22, 2016

Background: In July of 2014, the subject contract was submitted to the Florida Department of Emergency management (FDEM) and the Town received the initial disbursement of funds for construction. The contract provided that the period of performance (POP) for completion of the project expired on March 31, 2015.

In early 2015, I discussed the grant process in my office with the homeowners, who were uncertain whether or not to go forward. In March of 2015, I emailed to inquire of their continued interest, and received a request that the period of performance (POP) be extended to September 30, 2015. This was processed and approved by FDEM.

On July 30, 2015, I discussed with the homeowner the lack of progress on the project and their interest in pursuing an additional extension of time. As confirmed in a memo to the file, I advised the homeowner that the POP for their agreement expires September 30, but that IF there were substantial progress on the project immediately and consistently, we could seek an extension until November 30 but in no event later. I advised the homeowner to proceed with caution to ensure that the work can be completed by the end of the POP or risk the high likelihood of not being reimbursed.

When no activity occurred on the project by early September, I wrote advising that absent any performance activity or data relevant to the criteria for requesting an extension of the performance period, the Town has no alternative but to formally withdraw the project. Receiving no response, I submitted the withdrawal on September 18 and the grant expired on September 30, 2015. We were advised by FDEM that the federal appropriation expired on November 30, 2015.

On November 24, 2015, I received a telephone call from the homeowner indicating that he would seek permission from FDEM to extend his grant. My first response from FDEM indicated that the grant had been withdrawn by FEMA on November 16, 2015. Subsequently, I was advised on December 18, 2015, that "The State and FEMA will consider a request to reinstate" the agreement under certain conditions, indicating that we should meet with the homeowner to "express the magnitude of this request before it is submitted," and that if approved, "the State will monitor this project closely to make sure it is proceeding in accordance to the scope of work and budget, schedule of work and quarterly reports."

As indicated in the attached memo from the Building Official, we believe that the conditions for requesting the extension have been met.

Recommendation: The proposed budget includes funds for outside management that are believed to be adequate to cover the actual costs of the consultants going forward. The expense of managing this contract to date have been paid from general tax revenues and are uncompensated by the grant. Approving the applicant's request would afford the Town the opportunity to seek reimbursement for the expense associated with the contract from the sub-applicant management fee. Staff makes no recommendation in this matter as it is a pure policy decision for the Commission.

DAN MORRIS
Mayor

JAMES W. CAMPO, C.F.P.
Vice Mayor

VINCENT N. BARILE
Commissioner

PAUL LUGER
Commissioner

JACQUI THURLOW-LIPPISCH
Commissioner

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

LAKISHA Q. BURCH, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

INTER-OFFICE MEMORANDUM

DATE: March 14, 2016

TO: Pamela Mac'Kie Walker, Town Manager

FROM: John Adams, CBO, Building Official 

SUBJECT: Reinstatement of RFC 2010-012 Fote/Babey (Grantee) FEMA Elevation Grant

As you know the above referenced grant was withdrawn by the town due to inactivity on September 23, 2015, and the entire 2010 grant cycle was closed by FEMA on November 30, 2015.

The grantee has since asked FDEM to reopen the cycle and allow them to complete their project. FDEM will only send this request to FEMA if the town requests it, and the Grantee comply with certain criteria.

Attached is the communications between the town, FDEM, and the Grantee. Also attached is the Grantee's response to the special criteria required by FDEM.

It is my opinion that the Grantee has complied with the requests required by FDEM, but the decision to request the reinstatement of the grant to FDEM should be made by the Town Commission.

PAUL LUGER
Mayor

DAN MORRIS
Vice Mayor

VINCENT N. BARILE
Commissioner

JAMES W. CAMPO, C.F.P.
Commissioner

JACQUI THURLOW-LIPPISCH
Commissioner

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

LAKISHA Q. BURCH, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

September 9, 2015

William A. Babey & Lisa A. Fote
2824 Oakbrook Drive
Weston, FL 33332

RE: Contract No. 12RF-4X-10-53-02-332, RFC2010-012

Dear William and Lisa:

As you know, the contract referenced above for your RFC grant included a period of performance expiring on March 31, 2015. When it became apparent that no activity had commenced on the project, the Town successfully sought a period of performance extension until September 30, 2015. As you also know, the 2010 RFC grants expire on November 30, 2015.

FDEM has noted the lack of activity on your project and its imminent expiration date, and has requested a status update. In the absence of any performance activity or data relevant to the criteria for requesting an extension of the POP, the Town has no alternative but to formally withdraw your project.

As a courtesy, we are alerting you that the enclosed letter will be sent to the Federal Department of Emergency Management on September 18th.

Sincerely,

Pam Mac'Kie Walker
Town Manager

C: Email to lingylounu@aol.com, John Adams, CBO; Connie Pearl, CPA; Gary Jones, PE

Enc.

PAUL LUGER
Mayor

DAN MORRIS
Vice Mayor

VINCENT N. BARILE
Commissioner

JAMES W. CAMPO, C.F.P.
Commissioner

JACQUI THURLOW-LIPPISCH
Commissioner

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

LAKISHA Q. BURCH, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

September 18, 2015

Susan Harris Council, MPA
Project Manager/Senior Management Analyst I Bureau of Mitigation Florida Division of Emergency
Management
2555 Shumard Oak Blvd, Room 350K
Tallahassee, FL 32399-2100

Project Number: RFC-PJ-04-FL-010-012
FDEM ID Number: 1-FM-4N-10-53-02-332

Dear Ms. Harris Council,

This letter is to inform you the Town of Sewall's Point is requesting withdrawal of the above project due to lack of progress and imminent grant expiration date.

We will return any advanced funds promptly. Thank you for your cooperation with this project.

Cordially,

A handwritten signature in cursive script, appearing to read "Pam Mac'Kie Walker", with a long horizontal line extending to the right.

Pam Mac'Kie Walker
Town Manager

From: Harris-Council, Susan [mailto:Susan.Harris-Council@em.myflorida.com]
Sent: Friday, December 18, 2015 12:04 PM
To: Pamela Walker
Cc: Anderson, Miles; Lane, Pamela; John Adams; Gay, Robert
Subject: RFC-PJ-04-FL-2010-012 - (16 Fieldway Drive, Sewall's Point - Babey/Fote Property)

Good Afternoon Pam,

The State and FEMA will consider a request to reinstate RFC-PJ-04-FL-2010-012 - (16 Fieldway Drive, Sewall's Point - Babey/Fote Property).

Please provide a request to reinstate this project and a request for a period of performance extension. The request must include, the reason(s) for previous delays and how this has been resolved; commitment letter from the homeowner stating that if reinstated, he will adhere to all requirements and complete this project in accordance to the scope of work and schedule; a new projected schedule of work and completion date (signed by the selected contractor), a plan for completion including milestones and timeframe for achieving each milestone, the position/person responsible for implementing the plan for completion; and certification that the activity/activities will be completed within the extended period of performance without any modification to the original SOW approved by FEMA.

As the Project Manager, it is my recommendation that the Town meet with the homeowner and selected contractor to express the magnitude of this request before it is submitted. If this request is approved, the State will monitor this project closely to make sure it is proceeding in accordance to the scope of work and budget, schedule of work and quarterly reports.

Please feel free to contact me with any questions.

Regards,

Susan Harris Council, MPA, FCCM
Project Manager/Senior Management Analyst I
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd, Room 350K
Tallahassee, FL 32399-2100
(850) 414-8419
www.floridadisaster.org

DAN MORRIS
Mayor

JAMES W. CAMPO, C.F.P.
Vice Mayor

VINCENT N. BARILE
Commissioner

PAUL LUGER
Commissioner

JACQUI THURLOW-LIPPISCH
Commissioner

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

LAKISHA Q. BURCH, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

January 4, 2106

By CERTIFIED AND REGULAR MAIL

William A. Babey & Lisa A. Fote
2824 Oakbrook Drive
Weston, FL 33332

RE: Contract No. 12RF-4X-10-53-02-332, RFC2010-012

Dear William and Lisa:

Attached is a copy of an email I recently received from the Florida Department of Emergency Management (FDEM) regarding the referenced grant, which was previously forwarded to you via email. Congratulations on persuading FDEM to continue to review your request for reinstatement of the grant. In order for the request to go forward, FDEM requires the following information:

1. A written statement indicating the reason(s) for previous delays and how this has been resolved;
2. A commitment letter from you stating that if reinstated, you will adhere to all requirements and complete this project in accordance to the scope of work and schedule;
3. A new projected schedule of work and completion date signed by you and by the contractor you have selected;
4. A plan for completion including specific construction milestones and the timeframes for achieving each milestone;
5. A statement indicating the name and title of the person responsible for implementing the plan for completion referenced in #4 above; and
6. Written certification that the construction will be completed within the extended period of performance without any modification to the original statement of work approved by FEMA as a part of the original submission.

This information should be provide as soon as possible to John Adams, the Town Building Official. It would be best if you could arrange a face-to-face meeting, since John will be making a recommendation to me regarding whether or not the town should seek reinstatement of the project, based on his analysis of the information provided.

Sincerely,

Pamela Mac'Kie Walker

C: John Adams, CBO

January 23, 2016

Town Of Sewall's Point
One South Sewall's Point Road
Sewall's Point, FL 34996

ATTN: Pamela Mac'Kie Walker

RE: Contract No. 12RF-4X-10-53-02-322, RFC2010-012

Dear Mrs. Walker,

Please accept this correspondence as reply to your letter of January 4, 2016, and the requested information as follows:

1. The original Elevation Contractor failed to commence with this elevation project despite our repeated requests and requested deposit. This Contractor since has ceased and refused all communication efforts as well. We have since contacted another Elevation Contractor working in the area, Pat Burdette, President of Modern House & Building Movers, Inc., that has agreed to facilitate this project.
2. Please accept this correspondence as written commitment to proceed with this Elevation Project in accordance with the scope of work and our detailed schedule.
3. Please find attached, the new schedule of work and completion date.
4. Please refer to #3.
5. Our contact person is Pat Burdette, President of Modern House & Building Movers, Inc. We have authorized Mr. Burdette to deal with all aspects of implementation of this elevation project.
6. Please accept this correspondence as certification that this Elevation Project will be completed within the schedule detailed in Exhibit #3 above, barring any delay beyond the control of the Elevation Contractor.

Should you have any other concerns or questions, please contact Mr. Burdette at 407-721-3780 or myself at 954-261-8316.

Thank you for your considerate attention.

Sincerely,

William A Babey



Babey Elevation Budget

Pre-Award Costs	\$ 500.00
Construction Plans, Elevation Surveys, Soil Reports Scour and Erosion Analysis -	\$ 12,000.00
Building Permit Fees -	\$ 6,513.83
Site Prep - Demolition of driveway, walks, landscaping, septic system removal or protection	\$ 34,100.00
Building Elevation-	\$147,031.17
Foundation- Monolithic Slab, Columns, Pre-cast/Pre-stressed Tie Beam, Pre-cast/Pre-stressed Lintels	\$ 92,000.00
Utilities- Disconnect/Reconnect Existing Electrical Service Extend and re-configure plumbing Maintain A/C service	\$ 5,000.00
Restoration- Replace walkways, driveway, sprinkler system, stucco Patio and sod-	\$18,856.57
Sub-Applicant Management Fee (maximum 5% of Grant Amount)	\$ 15,609.14
Outside Management Fee	9,195.00
	<hr/>
Total of Eligible Costs -	\$340,805.71

Schedule of event and milestones for Babey Elevation

Commence demolition necessary to facilitate elevation-	to be announced
Excavation in preparation of loading structure on Contractors Steel Beams -	18 days FC
Set all support steel and crib bases -	33 days FC
Hydraulically load structure onto Contractors Steel Beams -	38 days FC
Elevate Structure to desired elevation -	45 days FC
Fill, compact, form and trench grad beams/mono slab -	65 days FC
Place and tie Steel Reinforcement Steel -	80 days FC
Inspect, pour and finish mud slab -	90 days FC
Construct Columns -	100 days FC
Inspect and pour Columns -	105 days FC
Set Pre-cast/Pre-stressed Lintels for Lowest Horizontal Member -	115 days FC
Place reinforcement steel and inspect and pour Tie Beam -	125 Days FC
Set Pre-cast/Pre-stressed Lintels -	140 Days FC
Inspect, pour and grout Lintels -	160 Days FC
Concrete/Grout curing time -	188 Days FC
Hydraulically unload support steel -	194 Days FC
Remove all support steel and wood blocking -	204 days FC
Reconfigure Plumbing and Electrical, mount A/C -	218 days FC
Replace driveway, walkways and irrigation system -	233 days FC
Replace access at points of egress -	253 days FC
Replace foundation texture -	280 days FC

Pamela Walker

From: Pamela Walker
Sent: Tuesday, February 16, 2016 12:40 PM
To: 'Harris-Council, Susan'; John Adams
Cc: Gary Jones; Connie Pearl (ConnieCPA.CP@gmail.com); Lane, Pamela
Subject: RE: Babey FEMA Grant

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: BO

We have received a proposal from the homeowner and are working to confirm the information. We expect to seek the Town Commission's formal decision on the submittal on **March 22, 2016.**

Pam Mac'Kie Walker

Town Manager

One South Sewall's Point Road
Sewall's Point, Florida 34996
(772) 287-2455



Please consider a tree before printing this email.

NOTE: Florida has a very broad public records law. Most written communications to or from Town of Sewall's Point's officials and employees regarding public business are public records available to the public and media upon request. Under Florida law, e-mail addresses are public records and must be disclosed in response to a public records request.

From: Harris-Council, Susan [mailto:Susan.Harris-Council@em.myflorida.com]
Sent: Tuesday, February 16, 2016 12:22 PM
To: John Adams
Cc: Pamela Walker; Gary Jones; Connie Pearl (ConnieCPA.CP@gmail.com); Lane, Pamela
Subject: RE: Babey FEMA Grant

Has it been determined whether or not the Town is going to submit a request to reinstate this project?

Susan Harris Council, MPA, FCCM
Project Manager/Senior Management Analyst I
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd, Room 315J
Tallahassee, FL 32399-2100
(850) 414-8419
www.floridadisaster.org

John Adams

From: Elise Babey <lingylounu@aol.com>
Sent: Sunday, February 21, 2016 2:25 PM
To: John Adams
Subject: Babey Elevation

John,

As per our conversation regarding emails sent to the city by Mr. Burdette, I would just like to reiterate that the opinions expressed by Mr. Burdette are his, and his alone. Our goal is to get our house elevated to protect it from future storms. Since our home was flooded in the past, we feel an elevation is the only real way to protect our property. If our grant is re-instated, I will personally oversee the whole operation to make sure deadlines are met and the project stays on schedule. We do not want to see this project derailed again because of our contractors. I will attend the town meeting on Tuesday night at 7:00pm if there needs to be further discussion concerning the elevation.

See you then,

Bill Babey

Bank of America Advantage

WILLIAM A BAEY
LISA A FOTE
3624 CAMERBROOK DR
WESTON FL 33092-5414

3642

6-27-15

63-21831 FL
817

Pay to the order of BROWNIE COMPANIES

\$ 5320.00

Five thousand three hundred TWENTY & 00/100

Bank of America

16 FIELDWAY DR

3000

2320

ARCH PLANS; SOIL BORINGS

Lisa Fote

⑆063100277⑆ 003672390158⑈3642

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Agenda Item 6
Resolution No. 827
Town Commission Meeting, March 22, 2016

Background: On November 22, 2002, the Town adopted the attached deferred compensation plan as a retirement benefit for full time employees. These types of Sec. 401 plans have a six-year review schedule by the IRS. The prior restatement occurred in 2006, and a favorable review opinion was issued in 2012 by the IRS for the legislative and regulatory changes included by "negative election" since the 2006 restatement. The Internal Revenue Service has required execution and re-adoption of our type of deferred compensation agreement.

Staff has attached the current agreement and the proposed agreement showing that there are no changes in the terms of the agreement.

Recommendation: Staff recommends approval of Resolution No. 827 re-adopting the Town's Governmental Money Purchase Plan & Trust Adoption Agreement in the form attached to the Resolution.

IMP: file

Town's

**SUGGESTED RESOLUTION
FOR A LEGISLATIVE BODY RELATING TO A DEFERRED COMPENSATION PLAN**

Name of Employer: Sewall's Point State: FL

Title of Program Coordinator: Town Manager
(see definition below for duties of Program Coordinator)

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

NOW THEREFORE BE IT RESOLVED that the Employer hereby adopts the deferred compensation plan (the "Plan") in the form of: (Select one)

- The ICMA Retirement Corporation Deferred Compensation Plan and Trust, referred to as Appendix A
- The plan provided by the Employer (executed copy attached hereto).

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of the ICMA Retirement Trust, attached hereto as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the ICMA Retirement Trust.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the Plan: (Select one)

- Will permit loans
- Will not permit loans

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan.

BE IT FURTHER RESOLVED that the Town Manager (use title of official, not name) shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the ICMA Retirement Trust; shall cast, on behalf of the Employer, any required votes under the ICMA Retirement Trust; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

I, Joan Barrow, Clerk of the (City, County, etc.) of Sewall's Point, do hereby certify that the foregoing resolution, proposed by the Mayor in the (Council Member, Trustee, etc.) of Sewall's Point was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of Sewall's Point at regular meeting thereof assembled this 20th day of March 2001, by the following vote:

AYES: 5
NAYS: 0
ABSENT: 0

RAISED SEAL

Joan H. Barrow
Clerk of the (City, County, etc.)

APR 03 2001

RAISED SEAL

**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Account Number 10- 7571

The Employer hereby establishes a Money Purchase Plan and Trust to be known as (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. The Plan shall be known as:

Town of Sewall's Point [906]

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates: _____

I. Employer Name: Town of Sewall's Point [902]

II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:
10-1-2001

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.04(i) of the Plan.) [803]

The twelve (12) consecutive month period commencing on 10-1-2001 and each anniversary thereafter. [803]

IV. Normal Retirement Age (not to exceed age 65) shall be age 62. [288]✓

V. ELIGIBILITY REQUIREMENTS:

1. The following group(s) of Employees are eligible to participate in the Plan:

- All Employees
- All Full-Time Employees
- Salaried Employees
- Non-union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other (specify below): _____

The group specified must correspond to a group of the same designation (that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

- 2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be _____ (write N/A if an Employee is eligible to participate upon employment). [344]

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

- 3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is 21 (not to exceed age 21). Write N/A if no minimum age is declared. [341]

VI. CONTRIBUTION PROVISIONS

- 1. The Employer shall contribute as follows (choose one):

Fixed Employer Contributions With Or Without Mandatory Participant Contributions.

The Employer shall contribute on behalf of each Participant 7.5 % of earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan). Each Participant is required to contribute _____ % of earnings or \$ _____ for the Plan Year as a condition of participation in the Plan. (Write "0" if no contribution is required.) If Participant Contributions are required under this option, a Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Participant Contribution.

- Yes
- No

[621]

The pick-up provision specifies that the contribution is treated, for federal income tax purposes, as though it is made by the employer. The pick-up provision allows the employee to defer taxes on the employee mandatory contribution. The actual result is the same as if the contribution were a reduction in that employee's salary by the amount of the contribution. Picked up contributions are NOT exempt from Social Security tax.

[Note to Employer: A determination letter issued to an adopting Employer is not a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. The Employer may seek such a ruling.

[Picked up contributions are excludable from the Participant's gross income under section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 81-35, 1981-1 C.B. 255. Those requirements are (1) that the Employer must specify that the contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employee; and (2) the employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the plan.]

Fixed Employer Match of Participant Contributions.

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$_____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

Variable Employer Match Of Participant Contributions.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$_____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Participant contributions exceeding in the aggregate _____% of Earnings or \$_____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____% of Earnings, whichever is _____ more or _____ less.

2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

Yes No

3. Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule: (please circle one choice)

[611]

- 0 Bi-Weekly 1 Weekly 2 Semi-Weekly
- 3 Bi-Monthly 4 Monthly 5 Semi-Monthly
- 6 Bi-Quarterly 7 Quarterly 8 Semi-Quarterly
- 9 Bi-Annually 10 Annually 11 Semi-Annually

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- (a) Overtime Yes No
- (b) Bonuses Yes No

VIII. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 and 5.03 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

- Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. If the Participant is or has ever been a participant in a defined benefit plan maintained by the Employer, and if the limitation in Section 5.03 of the Plan would be exceeded, then the Participant's Projected Annual Benefit under the defined benefit plan shall be reduced in accordance with the terms thereof to the extent necessary to satisfy such limitation. If such plan does not provide for such reduction, or if the limitation is still exceeded after the reduction, annual additions shall be reduced to the extent necessary in the manner described in Sections 5.02 and 5.02. The methods of avoiding the limitation described in this paragraph will not apply if the Employer indicates another method below.

Other Method. (Note to Employer: Provide below language which will satisfy the 1.0 limitation of section 415(e) of the Code. Such language must preclude Employer discretion. See section 1.415-1 of the Regulations for guidance.)

3. The limitation year is the following 12-consecutive month period:

IX. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements as noted and (2) the concurrence of the Plan Administrator.

<u>Years of Service Completed</u>	<u>Percent Vesting</u>
Zero	<u>0</u> % ✓
One	<u>0</u> %
Two	<u>20</u> %
Three	<u>40</u> %
Four	<u>60</u> %
Five	<u>80</u> %
Six	<u>100</u> %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

X. Loans are permitted under the Plan, as provided in Article XIII:

Yes No

[751] ✓

XI. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XII. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XIII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

- XIV. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XV. An adopting Employer may not rely on a determination letter issued by the National or District Office of the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code. In order to obtain reliance with respect to plan qualification, the Employer must apply to the appropriate key district office for a determination letter.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 27th day of November, 2002.

EMPLOYER

By: Joseph Dorchy
 Title: Town Manager
 Attest: Jan Bannur

ACCEPTED: ICMA RETIREMENT CORPORATION

Paul F. Gallagher
 Title: Corporate Secretary

Norma Richardson
 Attest:

DEC 10 2001

ADMINISTRATIVE SERVICES AGREEMENT

Type: 401

Account Number: 7571



Plan # 7571

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the _____ day of _____, 2001 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the Town of Sewall's Point ("Employer") a Town organized and existing under the laws of the State of Florida with an office at One Sewall's Point Road, Sewall's Point, Florida 94039.

RECITALS

Employer acts as a public plan sponsor for a retirement plan ("Plan") with responsibility to obtain investment alternatives and services for employees participating in that Plan;

The ICMA Retirement Trust (the "Trust") is a common law trust governed by an elected Board of Trustees for the commingled investment of retirement funds held by state and local governmental units for their employees;

RC acts as investment adviser to the Trust; RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." The Funds are available only to public employers and only through the Trust and RC.

In addition to serving as investment adviser to the Trust, RC provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Appointment of RC

Employer hereby designates RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with the Trust. The functions to be performed by RC include:

- (a) allocation in accordance with participant direction of individual accounts to investment Funds offered by the Trust;
- (b) maintenance of individual accounts for participants reflecting amounts deferred, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;

Plan # 7571

- (d) communication to participants of information regarding their rights and elections under the Plan; and
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of the ICMA Retirement Trust and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time. It is understood that the term "Employer Trust" as it is used in the Declaration of Trust shall mean this Administrative Services Agreement.

3. Employer Duty to Furnish Information

Employer agrees to furnish to RC on a timely basis such information as is necessary for RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers). RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and RC shall not be responsible for any error arising from its reliance on such information. RC will provide account information in reports, statements or accountings.

4. Certain Representations, Warranties, and Covenants

RC represents and warrants to Employer that:

- (a) RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for RC to serve in that capacity.
- (b) RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, Inc. (a wholly owned subsidiary of RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the National Association of Securities Dealers, Inc.

Plan # 7571

RC covenants with employer that:

- (c) RC shall maintain and administer the Plan in compliance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code; provided, however, RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of RC's standardized plan document, RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document.

Employer represents and warrants to RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

5. Participation in Certain Proceedings

The Employer hereby authorizes RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Employer Plan. Unless Employer notifies RC otherwise, Employer consents to the disbursement by RC of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order.

6. Compensation and Payment

- (a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.
- (b) Account Maintenance Fee. (i) There shall be an annual account maintenance fee of \$25.00. The account maintenance fee is payable in full on January 1st of each year on each account in existence on that date. For accounts established AFTER January 1st, the fee is payable on the first day of the calendar quarter following establishment and is prorated by reference to the number of calendar quarters remaining on the day of payment.

Plan # 7571

- (ii) The account maintenance fee will be waived beginning in the year following the year in which total Plan assets exceed \$4 million.
- (c) Annual Plan Fee. There shall be an annual Employer fee of \$1,000.00. The annual Plan Fee will be billed evenly on a quarterly basis and is payable within 30 days of receipt of billing. Plans which are initially established midyear will be billed on a pro-rata basis. It is understood that this fee will be waived contingent upon the transfer of \$400,000.00 in existing plan assets to RC.
- (d) Compensation for Management Services to the Trust and Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that in addition to amounts payable under this Agreement, RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly-owned subsidiaries of RC receive compensation for advisory and other services furnished to the Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series.
- (e) Mutual Fund Services Fee. There is an annual charge of 0.40% assessed against average daily net Plan assets invested in the Trust's Mutual Fund Series.
- (f) Model Portfolio Fund Fee. There is an annual charge of 0.10% assessed against daily average net Plan assets invested in the Trust's Model Portfolio Funds.
- (g) Payment Procedures. (i) All payments to RC pursuant to this Section 6 (a), (b), (e) and (f) shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments. (ii) All payments to RC pursuant to Section 6(c) shall be paid directly by Employer, and shall not be deducted from Plan Assets held by the Trust.

7. Custody

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by RC and are not to be remitted to RC. In the event that any check or wire transfer is incorrectly labeled or transferred to RC, RC will return it to Employer with proper instructions.

8. Responsibility

RC shall not be responsible for any acts or omissions of any person other than RC in

connection with the administration or operation of the Plan.

9. Term

This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other.

10. Amendments and Adjustments

- (a) This Agreement may not be amended except by written instrument signed by the parties.
- (b) The parties agree that compensation for services under this Agreement and administrative and operational arrangements may be adjusted as follows:

RC may propose an adjustment by written notice to the Employer given at least 60 days before the effective date of the adjustment and the notice may appear in disclosure documents such as Employer Bulletins and the Retirement Investment Guide. Such adjustment shall become effective unless, within the 60 day period before the effective date the Employer notifies RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.

- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

11. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C. 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

12. Complete Agreement

This Agreement shall constitute the sole agreement between RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Governing Law

Plan # 7571

This agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

TOWN OF SEWALL'S POINT
by: *Robert M. Wienke*
Signature/Date

Robert M. Wienke Mayor
Name and Title (Please Print)

DEC 1 0 2001

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT
CORPORATION

by: *Paul F. Gallagher*
Paul Gallagher
Corporate Secretary

RESOLUTION NO. 827

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, DESIGNATING THE ICMA RETIREMENT CORPORATION AS THE TOWN'S RETIREMENT PLAN ADMINISTRATOR; DIRECTING THE TOWN CLERK TO FORWARD SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

WHEREAS, the employer has employees rendering valuable services; and

WHEREAS, the employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the employer has determined that the continuance of the qualified retirement plan will serve this objectives; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA:

Section 1. That whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. That Employer hereby amends and restates the qualified retirement plan ("Plan") in the form of the Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)

Section 3. That the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participant and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

Section 4. That the employer hereby agrees to serve as Trustee under the Plan.

Section 5. The Town Clerk is directed to include a copy of this resolution with document to the ICMA Retirement Corporation via fax to 202-962-4601 ATTN: NBS Analyst or via mail to ICMA-

RC ATTN: NBS Analyst 777 North Capitol Street, NE Washington, DC 20002-4240 no later than March 30, 2016.

Section 6. This resolution will take effect immediately upon its adoption.

_____ offered the Resolution and moved its adaptation. The motion was seconded by _____ and upon being put to vote, that was:

	AYE	NAY
E. DAN MORRIS, MAYOR	_____	_____
JAMES W. CAMPO, VICE MAYOR	_____	_____
VINCENT BARILE, COMMISSIONER	_____	_____
PAUL LUGER, COMMISSIONER	_____	_____
JACQUI THURLOW-LIPPISCH, COMMISSIONER	_____	_____

The Town Commission thereupon declared this Resolution No. **827** approved and adopted by the Town Commission of the Town of Sewall's Point on this _____ day of March, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

E. Dan Morris, Mayor

ATTEST:

Lakisha Q. Burch, Town Clerk

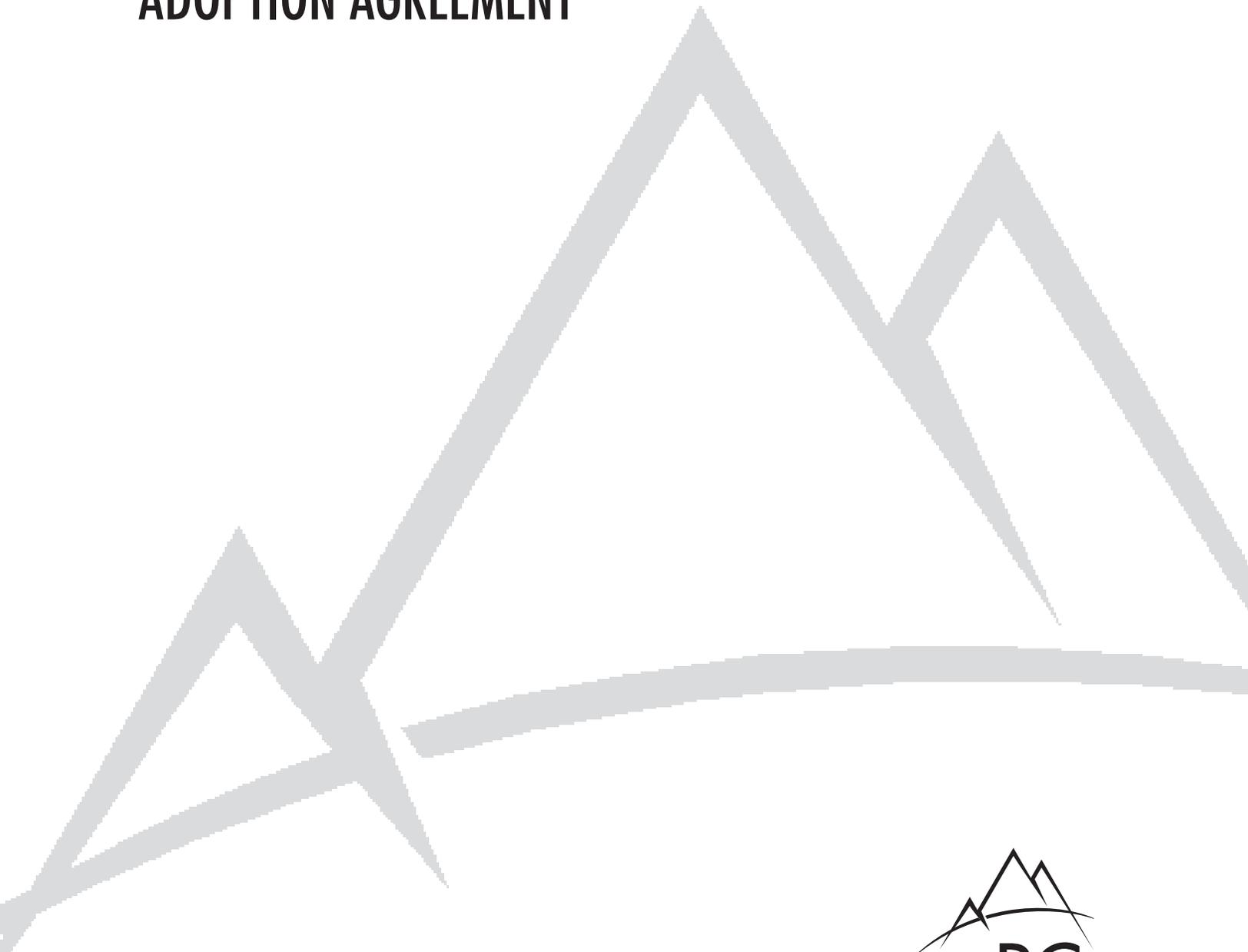
(TOWN SEAL)

Approved as to form and legal sufficiency

Glen J. Torcivia, Town Attorney
Florida Bar No. 343374

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as _____
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: _____

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age _____ (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)_____.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is _____ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (**"Yes" is the default provision under the Plan if no selection is made.**)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (***“Yes” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____.
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
 Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
 Alternate age (after Normal Retirement Age): _____
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.***)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
VIA: John Adams, CBO, Building Official
SUBJECT: Agenda Item 7
Ordinance No. 409
Town Commission Meeting, March 22, 2016

Background: In February of last year, the town adopted a new flood ordinance in accordance with the requirements of FEMA and FDEM. This ordinance included some Higher Regulatory Standards, not specifically required by FEMA, but which had the potential to earn the town additional points in the CRS. These collectively would result in a bigger discount for residents on their flood insurance premiums.

The use of structural fill in the V-Zone is already prohibited, but was allowed previously in the A-Zone. CRS scores up to an additional 280 points for prohibiting structural fill in the A-Zone, and at the time of the proposed new flood ordinance, we estimated that we would score approximately 80-100 points with this Higher Standard. Looking further into the new CRS manual, and applying the flood zone Impact Adjustment for this Higher Standard, we have discovered that we would only be awarded 24.6 points based on the CRS manual's new formula.

The economic impact to the cost of developing without structural fill in the A-Zone now appears much more expensive than the small contribution to the town's point score, or any discount on insurance premiums.

Recommendation: Staff recommends adoption on first reading of ordinance No. 409 to rescind the prohibition of structural fill in the A-Zone and that the ordinance be brought back for second reading at the next regular meeting in April.

ORDINANCE NO. 409

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING THE TOWN OF SEWALL'S POINT CODE OF ORDINANCES AT CHAPTER 50 AT SUBSECTION R322.2.1 2. TO REPEAL A TECHNICAL AMENDMENT TO THE FLORIDA BUILDING CODE PROHIBITING THE USE OF STRUCTURAL FILL IN ZONE A FLOOD HAZARD AREAS AND REINSTATING OTHER STANDARD FLORIDA BUILDING CODE PROVISIONS; PROVIDING FOR APPLICABILITY, REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Sewall's Point was accepted for participation in the National Flood Insurance Program on August 15, 1978 and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local administrative and technical amendments to the Florida Building Code to implement the National Flood Insurance Program; and

WHEREAS, the Town Commission, through Ordinance No. 404 (effective date was March 16, 2015), adopted a prohibition on the use of structural fill in A Zone flood hazard areas for the purpose of gaining additional points in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), Florida Statutes, formatted that more stringent provision to coordinate with the Florida Building Code; and

WHEREAS, the Town Commission has determined that the additional points gained by the Town as part of the Community Rating System does not justify the increase in the costs of construction in Zone A flood hazard areas caused by the prohibition of structural fill, and it wishes to repeal such prohibition; and

WHEREAS, the Town Commission has determined that it is in the public interest to repeal the technical amendment to the Florida Building Code prohibiting the use of structural fill in A Zone flood hazard areas that is set forth in Chapter 50 of the Code at subsection R322.2.1 2.; and

WHEREAS, the Town Commission, through its Town Attorney's Office, has confirmed with the Florida Department of Emergency Management (FDEM) that the Town may repeal the technical amendment through the ordinance adoption procedures set forth in sec. 166.041, Fla. Stat.; and

WHEREAS, during its discussions with the FDEM, the FDEM requested that, in addition to removing the prohibition of structural fill in A Zone flood hazard areas, the Town restore certain Florida Building Code language along with the previously adopted freeboard for A Zone flood hazard areas; and

WHEREAS, the Town Commission has determined that this ordinance furthers the

public health, safety and general welfare of the residents and citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA:

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. Chapter 50 of the Sewall's Point Code of Ordinances is hereby amended to restore standard Florida Building Code language including the freeboard amendment previously adopted by the Town and to repeal the technical amendment to the *Florida Building Code, Residential* that prohibited structural fill in A Zone Flood hazard areas. Chapter 50 of the Town of Sewall's Point Code of Ordinances at R322.2.1 is hereby amended to read as follows:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas, not designated as Coastal A Zones, not including flood hazard areas designated as V Zone, shall have the lowest floors elevated to or above the base flood elevation plus 3 feet, or the design flood elevation, whichever is higher.

~~2. The use of fill for structural support is prohibited.~~

2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 3 feet 4 foot (305mm), or the design flood elevation, whichever is higher.

3. ~~In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM, or at least 2 feet (610mm) if a depth number is not specified.~~ Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

SECTION 3. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Sewall's Point. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this Ordinance.

SECTION 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Codification. The sections of the ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or the particular application thereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first, reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	AYE	NAY
DAN MORRIS, MAYOR	_____	_____
JAMES W. CAMPO, VICE MAYOR	_____	_____
VINCENT N. BARILE, COMMISSIONER	_____	_____
PAUL LUGER, COMMISSIONER	_____	_____
JACQUI THURLOW-LIPPISCH, COMMISSIONER	_____	_____

Passed second reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2016. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this _____ day of _____, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

DAN MORRIS, MAYOR

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Burch, Town Clerk
(TOWN SEAL)

Glen J. Torcivia, Town Attorney
Florida Bar No.: 343374

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Agenda Item 8
Sign Ordinance
Town Commission Meeting, March 22, 2016

Background: At the February 23, 2016 Commission Meeting the Commission discussed changes to the Sign Code Ordinance and passed the attached draft on first reading.

Both red-lined and clean copies of the proposed Ordinance are attached. The red-lined version reflects the direction provided by the Commission at the February 23, 2016 Commission Meeting.

Recommendation: Staff recommends that the Commission adopt the attached Sign Code Ordinance.

EXHIBIT "A"

Chapter 74 - SIGNS

ARTICLE I. - IN GENERAL

Sec. 74-1. – Purpose.

The regulations and requirements set forth in this chapter are intended to preserve the character of the Town by controlling the size, location and use of signs in all zoning districts within the Town. It is further intended to protect property values and to create a more attractive, economic and business climate through the reinforcement and encouragement of graphic excellence and to reduce conflicts between signs. It is the goal of the Town to promote the Town's interest in aesthetics, to reduce urban clutter, to eliminate nuisance forms of advertising and to promote traffic safety by the avoidance of distractions to motorists caused by objectionable signage. It is not the intent or purpose of this article to impermissibly regulate signage by giving commercial speech greater protection than noncommercial speech, nor to discriminate among various noncommercial messages exhibited or conveyed by signs. Notwithstanding anything contained in the Town of Sewall Point's Sign Code to the contrary, any sign erected pursuant to the provisions of this Code may, at the option of the applicant, contain either a noncommercial message unrelated to the business located on the premises where the sign is erected or a commercial message related to the business and located on the business premises. The noncommercial message may occupy the entire sign face or portion thereof. The sign may be changed from commercial to noncommercial messages as frequently as desired by the owner of the sign, provided that the size and design criteria conform to the applicable portions of this Code, the sign is allowed by this Code, the sign conforms to the requirements of the applicable zoning district, and the appropriate permits are obtained. For the purposes of this sign code, noncommercial messages, by their very nature, shall never be deemed an off premise sign.

Sec. 74-2. - Penalty for violation of chapter.

Violations of this chapter shall be a Class A violation, punishable as set forth in chapter 18.

Sec. 74-3. - Right-of-way violations.

If a prohibited sign is unlawfully located in a public right-of-way, the town may immediately remove said sign. Information contained in the sign, including names, addresses or phone numbers of persons or entities advertising on the sign shall establish a rebuttable presumption of ownership for purposes of enforcement of this violation. Such signs shall be handled in the following manner:

- (1) *Illegal signs of negligible or no value.* Any sign placed or erected in a public right-of-way in violation of this chapter which has negligible or no value due to its perishable or nondurable composition, including, but not limited to, those made out of paper, cardboard, posterboard, or similar material, including such signs mounted on wire, aluminum, other metal or wood, shall be deemed abandoned and may be destroyed by the town after removal. No opportunity to reclaim such a sign shall be given by the town. In addition to the town's rights to remove and destroy the prohibited sign, the town may issue the owner, if the owner's identity and whereabouts are known to the town, a citation as set forth in chapter 18 of this Code.
- (2) *Recovery of impounded signs; abandonment and destruction.* Except for those signs described in subsection (a) above, any sign removed from a public right-of-way and impounded by the town shall be held in storage and the owner, if the owner's identity and whereabouts are known to the town, shall be provided with a citation for such violation and shall be given 3 business days from the date the citation is received to reclaim any such sign. Any impounded sign stored by the town may be destroyed if not reclaimed within 3 business days of the receipt of the citation by the owner or within 7 business days of mailing of the citation if no signed return receipt is received or within 3 business days of the date of removal if the identity and whereabouts of the owner are not known to the town.

Secs. 74-4—74-25. - Reserved.

ARTICLE II. - SIGN REGULATIONS

DIVISION 1. - DEFINITIONS

Sec. 74-26. – Definitions. The following words, terms and phrases, shall have the meaning ascribed to them in this section:

Abandoned sign means a sign is abandoned if the land use or business advertised in that sign is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at the location of the sign or the location noted on the sign.

Adjacent property means property immediately adjacent to the property.

Animated sign means a sign of which all or any part visibly moves in any fashion; and any sign which contains or uses for illumination any light, lights, or lighting device or devices which change color, flash, alternate, show movement, or motion, or change the appearance of the sign or any part thereof.

Area (See copy area; overall area.)

Attachment means brochure holder, balloons, flags or any other attention-getting device attached to a sign.

Awning means a cover or screen, usually consisting of canvas fabric, supported and stiffened by a rigid frame, extending over or before windows, doors, outside walks, or the like, and providing shelter or protection against the elements.

Banner means a sign produced on cloth, paper or fabric of any kind, either with or without frame.

Business Occupant means any person, firm, entity, partnership, trust, corporation, association, or other organization that is doing business in a commercial building, or a portion or portions thereof, for a period exceeding thirty (30) days, whether said building or portion of a building is rented, leased, or owned.

Changeable copy means a sign with characters, letters, or illustrations that can be changed, rearranged, or altered without changing the face of the sign or surface or wall.

Commercial sign means a sign that advertises a trade, business, industry or other activity for profit, or a product, commodity or service, whether or not for profit, including, but not limited to, vehicle signs, construction signs and real estate signs.

Construction sign means a temporary sign giving the name or names of principal contractors, architects, lending institutions, or sponsor responsible for construction or development on the premises where the sign is erected, and/or identifying the structure or project being constructed on the premises where the sign is placed.

Copy area means the actual area of the sign copy applied to any background as computed by drawing precisely four straight lines, in the shape of a square or rectangle, drawn closest to copy extremities encompassing all individual letters, words and graphics including logos.

Courtyard means an open space surrounded by walls or buildings on the same lot.

Directional sign means a sign which only provides directional instructions or information, no commercial information, for pedestrian or vehicular traffic, such as the terms: parking, one-way, exit, or entrance, and/or arrows.

Double-faced sign means a sign which has two sides, parallel to each other, facing in exact opposite directions.

Election sign means a temporary sign erected to support or oppose a candidate, political party, or ballot measure in an upcoming election, or to encourage citizens to vote in an upcoming election.

Finished grade means the completed or settled level of the ground, asphalt, or pavement on which a sign is erected; except that if the sign is erected on an artificial mound or similar artificial rise, the term shall mean the completed or settled level of the ground, asphalt, or pavement which surrounds all or a majority of the building on the premises or site on which the sign is erected.

Flag means a piece of fabric (most often rectangular or quadrilateral) with a distinctive design that is used as a symbol, a signaling device, or a decoration, but for purposes of this sign code, does not include flags used for a commercial promotion or as an advertising device.

Font means an assortment or set of type all of one size and style.

Freestanding Directory sign means a permanent sign which is supported by structures or supports in or upon the ground and independent of support from any building used only for the purpose of identifying occupants of the premises.

Government sign means a sign erected, owned, leased, or maintained by any city or county, the state, or federal government for the purpose of discharging any government function.

Gross glass area means and shall include all glass on the side of a structure facing the same or generally same direction.

Ground floor means the floor of the building constructed at or slightly above the same level as the parking lot at the main entrance to the building.

Ground sign means a permanent sign which is supported by structures or supports in or upon the ground and independent of support from any building.

Height. (See overall height.)

Illuminated means receiving light from an artificial internal or external source.

Non-conforming sign means a sign legal at the time of its erection, which does not conform to the requirements of this sign code.

Normal Business Hours means 8:00 a.m. through 5:00 p.m. Monday through Saturday.

Obscene sign means that quality of any description or representation, in whatever form, of nudity, sexual conduct, or sexual excitement, when it (1) Predominately appeals to the prurient, shameful, or morbid interests of minors in sex, and (2) Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors, and (3) Taken as a whole, lacks serious literary, artistic, political, or scientific value.

Off-premises sign means a sign relating its subject matter to premises other than the premises on which it is located or to products, accommodations, services or activities available on premises other than the premises on which the sign is located.

Overall area means the total area of the sign face, not including any supporting structure provided that such supporting structure is used exclusively for and is necessary for support and does not carry any lettering or identifying markings.

Overall height means total height of sign including any frame, background, supporting member or other component part measured from finished grade level.

Overall width means total width of sign including any frame, background, supporting member or other component part.

Pedestal means the lower portion or base of a ground sign; said pedestal shall be solid, and made of stucco, cement, stone or similarly appearing material.

Perimeter Wall or Entry Feature Identification sign means a permanent sign which by symbol or name identifies a multi-lot residential neighborhood.

Permanent sign means sign permanently affixed to a building or structure or to the ground.

Permanently attached means using bolts and screws.

Premises means all contiguous lands, structures, places, used in connection with any businesses conducted on such site, including the interior of the establishment and the contiguous exterior walls under common ownership, control or possession.

Professional office means the office of an establishment in which a person or persons are engaged in any occupation, vocation, or calling, not purely commercial, mechanical, or agricultural, in which a professed knowledge or skill in some department of science or learning is used by its practical application to the affairs of others, either advising or guiding them in serving their interest or welfare through the practice of an art founded thereon.

Property means an area of vacant land or land containing one or more buildings which, because of its unity of use, shall be regarded as one unit for the purpose of this sign code.

Property Identification Name means text and/or graphics used to distinguish one commercial property from another. A Property Identification name may be the name of a single occupant of the property, or any name that is unique within the Town's jurisdiction and not specifically prohibited in Sec. 74-150.

Real-estate sign means a temporary sign, which advertises the sale, rent, lease or open house of the premises upon which it is located.

Residential Identification sign means a sign which by symbol or name identifies a residential property.

Setback means the distance between a property line or right-of-way line and the edge of a sign, which is nearest to the property line or right-of-way.

Sign means any display of characters, ornamentation, letters, or other display such as, but not limited to, a symbol, logo, picture, sculpture or other device used to attract attention, or to identify, advertise, announce, or to indicate directions or to otherwise convey a message, including the structure or frame used in the display.

Snipe sign means any sign placed on any tree, shrub, plant, utility pole, or similar object. Also, any sign installed without permission of the owner(s) or agent of the property where the sign is placed.

Strip lighting means long narrow lights.

Temporary sign means a sign of a non-permanent nature not requiring a permit and as regulated in this sign code, including real-estate signs, construction signs, election signs, or any other temporary sign. Temporary signs are those signs that are not intended or not constructed for permanent placement pursuant to the technical requirements of this article, as well as the town's building and other technical codes, including electrical codes. Temporary signs shall not include holiday or seasonal decorations.

Traffic sign means a sign or signal for the control of pedestrian or vehicular traffic, such as, but not limited to: stop, merge, and yield.

Uniform Sign Program means a document which specifies, and provides for, consistent color, font, style and materials for all wall signs within a development. Said Uniform Sign Program shall be subject to the approval of the Town Commission.

Vehicle sign means any lettering or graphic depiction painted on, magnetically attached to, or otherwise visible on or in a vehicle of any nature. Separate sign structures mounted on any vehicle(s) are expressly prohibited.

Wall sign means sign mounted parallel to and affixed to the face of a structure or wall.

Secs. 74-27—74-30. - Reserved.

DIVISION 2. - SIGN REGULATIONS IN RESIDENTIALLY ZONED AREAS

Sec. 74-31. - General provisions. Except as specifically provided elsewhere, signs in residentially zoned areas shall be:

- (1) limited to the types and numbers of permanent signs permitted below;
- (2) no greater than ~~three~~two square feet overall area;
- (3) placed so that the top of sign, if freestanding, is no higher than three feet above finished grade at nearest property line and, if affixed to a building, is not above the eave of the building;
- (4) placed no closer than ten feet from the paved surface of any roadway abutting the property on which the sign is located; in the event that a hedge or other obstruction exists closer than ten feet from the paved surface, signs must be placed as close as possible to said hedge or other obstruction; and
- (5) not be illuminated, except as provided in 74-32 below.

Sec. 74-32. – Permitted signs. Except as specifically provided herein or elsewhere, the following signs shall be permitted in residentially zoned areas:

- (1) **Vehicle signs.**
 - a. Vehicle signs are prohibited unless otherwise authorized in section 42-24 of this Code or unless the driver of the vehicle with the Vehicle sign is making a delivery or service call at the residence and is parked at the residence no longer than 30 minutes.
 - b. Notwithstanding any provision to the contrary, when a commercial sign is affixed, in any manner, to a car, truck, bus, trailer, or other vehicle, which has as its primary purpose the display of such sign, such vehicle is prohibited from parking in all residential and public service districts. This prohibition on parking does not apply if the vehicle is maintained and operated primarily for normal business purposes other than the display of the commercial sign, such as deliveries and service calls.
 - c. For purposes of enforcement, the following persons may be considered the violator: the driver of the vehicle or the owner of the vehicle.
- (2) **Flags**, subject to the following:
 - a. Shall be limited to one flagpole per property , which shall be set back at least fifteen feet from the closest public right-of-way;
 - b. Said flagpole shall have a maximum height of twenty-five feet measured from the finished grade of the property;
 - c. Shall be limited to three flags per flagpole per property with a maximum size of twenty-five square feet per flag;
 - d. Shall provide evidence that the flag and flagpole meet the current wind load established for Sewall's Point; and
 - e. A flag attached to a pole that is ~~either~~ permanently attached to ~~a structure or~~ the ground shall be considered a permanent sign and shall be subject to the regulations and criteria set forth in this subsection. Flags that do not meet this definition and, otherwise, fall under the definition of a Temporary sign shall be subject to the regulations and criteria set forth in Division 5 below.
- (3) **Residential Identification signs**, subject to the following:
 - a. Limited to one (1) per property;
 - b. Lettering shall be of a single color;
 - c. The background shall be of a single color;
 - d. Trim or borders may contain one additional color;
 - e. Colors shall be aesthetically compatible with the residential building(s) on the property; and
 - f. Signs may be illuminated within the edges of the sign.
- (4) **Perimeter Wall or Entry Feature signs**, subject to the following:

- a. Up to a maximum of two ground signs or two wall signs may be placed at the main entrance of a neighborhood, and one ground sign or wall sign may be placed at each auxiliary entrance;
- b. Signs may only contain the name and/or street address of the neighborhood at which it is located;
- c. Maximum overall area of each sign shall be ten square feet;
- d. Maximum overall height shall be five feet;
- e. Maximum width shall be five feet; and
- f. Ground signs shall be made of stucco, cement, stone, or similarly appearing material in all areas except for the text and logo.

(5) **Temporary signs**, subject to the regulations and criteria set forth in Division 5 below.

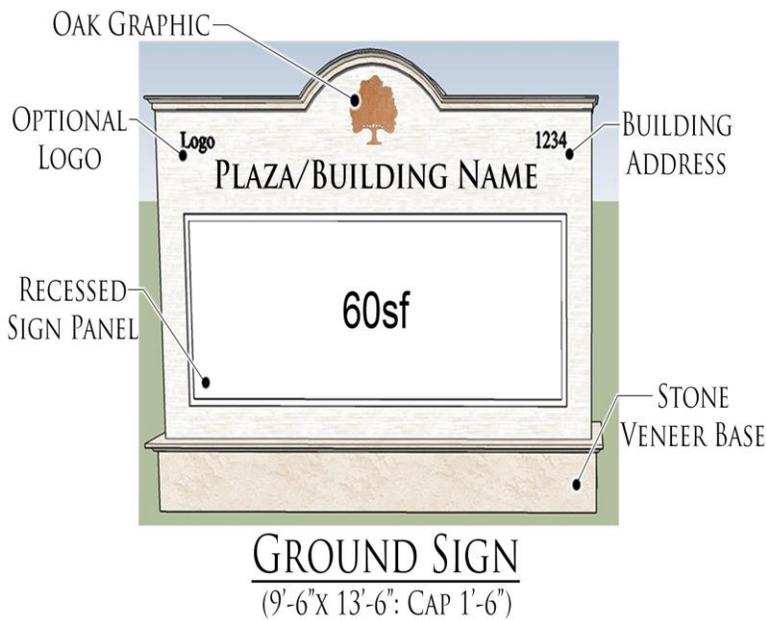
Secs. 74-33—74-70. - Reserved.

DIVISION 3. - SIGN REGULATIONS FOR COMMERCIALLY ZONED AREAS

Sec. 74-71. – Purpose. The purpose of Division 3 of this code is to set out the design regulations, size limitations, and other regulations controlling the different types of signs allowed in commercially zoned areas (B-1 and B-2). Division 4 of this code will prescribe the number, location, and other rules relative to each type of sign as they apply to the respective uses within the B-1 and B-2 Zoning Districts.

Sec. 74-72. – Ground signs. Where Ground signs are allowed in Division 4 of this code, they shall conform to the following regulations:

- (1) All Ground signs shall conform to the following design in order to provide for a consistent aesthetic in the Town’s commercial corridor:



(2) In addition, all Ground signs:

- a. Shall comply with the construction detailed plan provided by the Town in conformance with the relevant illustration above;
- b. Shall be consistent with the aesthetics, architecture, materials, and color of the main structure(s) and/or character of the premises;
- c. May be only single, or double-faced;
- d. May include graphics and/or stylized and colored font in the copy area;
- e. Shall require that letters be attached directly to the monument sign structure (“pin-mounted”); panels, raceways, and cabinet signs are expressly prohibited;
- f. Shall require that letters be of a minimum size of four (4) inches;
- g. Shall be setback at least twelve feet from the paved surface of the abutting roadway;
- h. Shall be limited in overall height to a maximum of nine (9) feet six (6) inches (9’6”), excluding the curved cap portion of the sign, from finished grade of the property where the sign is located; provided however, that overall height can be measured from the finished grade of the crown of adjacent roadway where measurement from the sign’s location would make the ground sign not visible from the adjacent roadway;
- i. Shall not exceed thirteen (13) feet six (6) inches (13’6”) in overall width;
- j. May be placed at an angle when located at the intersection of two streets;
- k. Shall be limited to one sign per 195 linear feet of frontage on State Road A1A up to a maximum of three signs per property;
- l. If illuminated, shall have only permanently fixed and encased face lighting on the ground from in front of and generally below the level of the sign surface; and
- m. Shall comply with the following landscaping and irrigation requirements:
 - i. All trees and vegetation planted in conformance with this chapter shall be installed in accordance with good planting procedures as prescribed by the American Society of Landscape Architects. All existing trees, trees being planted on the site, and other required plant material shall be permanently maintained in healthy growing condition or shall be promptly replaced within 30 days. Severe pruning or maintenance practice(s) upon any tree with a minimum caliper of two inches that results in stunted, abnormal, or other unreasonable deviation from normal healthy growth shall be considered as removal of vegetation, which requires a permit;
 - ii. The exterior perimeters of all Ground signs shall be landscaped with a strip of land which is at least 1.5 feet in width;
 - iii. The applicant must submit for approval by the Building Department a combination ground sign/landscape plan (“ground sign landscape plan”). The use of “Florida-friendly” plant materials is preferred. The design should include: low maintenance design; low volume irrigation; use of mulch ground cover; use of drought tolerant plant material; and soil augmentation. Turf shall not be considered sufficient plant material to meet the requirements of this section. The ground sign landscape plan shall be submitted to the Building Department and shall contain the following information: The name, address, and telephone number of the owner and designer; landscape architect and irrigation maintenance contractor; a site plan indicating dimensions and property lines, existing and proposed easements, utility lines, parking

spaces, access aisles, driveways, sidewalks, curbs, the location of curb cuts and median openings adjacent to the ground sign(s); irrigation system; proposed planting areas. Proposed planting areas must indicate the quantity, spacing, size, and name of proposed plant material.

74-73. - Freestanding Directory signs: Where Freestanding Directory signs are allowed in Division 4 of this code, said Freestanding Directory signs:

- (1) Shall have an overall area maximum of fifteen square feet;
- (2) Shall have a maximum overall height of five feet (six feet with optional logo area);
- (3) Shall include a 6-inch minimum pedestal clear of any copy;
- (4) Shall have a maximum width of three feet;
- (5) Shall be consistent in color and materials with the premises;
- (6) May be illuminated;
- (7) Shall have a maximum copy area of fourteen square feet;
- (8) Shall require that letters be of a minimum size of two inches;
- (9) Shall have lettering that is consistent in font and color; and
- (10) Shall require that letters be permanently attached to the surface of the sign or, to removable panels of a uniform type, color, and material.

Sec. 74-74. - Wall signs. Where Wall signs are allowed in Division 4 of this code, said Wall signs:

- (1) Shall be permanent signs;
- (2) Shall be parallel to the surface of the walls on which they are painted or attached and shall not project more than fourteen inches from the wall surface;
- (3) Shall indicate only the Property Identification name or the name of a single business occupant;
- (4) Shall only be illuminated by internal lighting or permanently fixed and encased face lighting from below the sign surface; however, no Wall sign facing the St. Lucie Rivier or the Indian River Lagoon shall be illuminated. Neon, fluorescent, or any suitable light source may be used for internal lighting of a sign, provided that the actual lamps or tubes are not visible;
- (5) Shall be in the shape of the text in a single font only, with no backgrounds permitted; while fonts may vary from sign to sign, each wall sign shall contain one consistent font;
- (6) May append a logo as graphics and/or stylized and colored font in the copy area only for the logo portion of the sign only;
- (7) Shall require that all text be white in color with a black border, except where a Uniform Sign Program has been approved pursuant to the terms of this Code; and
- (8) Shall not extend above the eave of the building to which it is attached.

Sec. 74-75. – Directional and Traffic signs. Where Directional and Traffic signs are allowed in Division 4 of this code, said Directional and Traffic signs:

- (1) Directional signs shall be:
 - a. No greater than two square feet in overall area;
 - b. No higher than five feet in overall height above the adjacent paved surface;
 - c. Either single-or-double-faced;
 - d. Setback at least two feet from the property line.
- (2) Traffic control signs required for public safety shall be:
 - a. No greater than six square feet overall area;
 - b. No higher than seven feet above the adjacent paved surface;
 - c. Either single- or double-faced;
 - d. Setback at least two feet from the property line.
- (3) Should a conflict arise between this chapter and the FHWA Manual, the FHWA Manual shall prevail.

Sec. 74-76. – Window signs. Where Window signs are allowed in Division 4 of this code, said Window signs:

- (1) May contain the name of the occupant, hours of business operation, open/closed designations, credit card designation and telephone numbers in an area not to exceed five percent of the gross glass area;
- (2) May contain advertising of goods and services in an additional area not to exceed fifteen percent of the gross glass area;
- (3) Shall require all window sign lettering to be of a permanent nature, with cardboard or paper materials expressly prohibited (except for restaurant menus); and
- (4) Shall in no event exceed a total coverage in excess of twenty square feet of the gross glass area.

Sec. 74-77. – Restaurant Menu signs. Where Restaurant Menu signs are allowed in Division 4 of this code, said Restaurant Menu signs:

- (1) Shall be attached to a wall on a portion of a building occupied by said restaurant;
- (2) Shall be enclosed in a casing that is architecturally compatible with the building design and color; and
- (3) Shall extend no more than three inches in depth away from the wall to which it is attached.

Sec. 74-78 - Automated teller machines. Where Automated Teller Machine (ATM) signs are allowed in Division 4 of this code, said ATM signs:

- (1) Shall be limited to ATMs that are attached to a bank;
- (2) Shall be an integral part of the ATM;
- (3) May not exceed two and one-half square feet in total size, including any border or background color; and
- (4) May also include informational and instructional signs up to a maximum of 60 square inches.

Sec. 74-79 – Flags. Where Flags are allowed in Division 4 of this code, said Flags:

- (1) Shall be limited to one flagpole per property , which shall be set back at least fifteen feet from the closest public right-of-way;
- (2) Said flagpole shall have a maximum height of twenty-five feet measured from the finished grade of the property;
- (3) Shall be limited to three flags per flagpole per property with a maximum size of twenty-five square feet per flag;
- (4) As a part of the building permit application for installation of the Flag, shall provide evidence that the Flag and flagpole meet the current wind load established for Sewall's Point.
- ~~(4)~~(5) A flag attached to a pole that is permanently attached to the ground shall be considered a permanent sign and shall be subject to the regulations and criteria set forth in this subsection. Flags that do not meet this definition and, otherwise, fall under the definition of a Temporary sign shall be subject to the regulations and criteria set forth in Division 5 below.

Secs. 74-80—74-100. - Reserved.

DIVISION 4. – SIGNS PERMITTED IN COMMERCIAL ZONED AREAS

Sec. 74-101. – Purpose. The purpose of Division 4 of this code is to prescribe the number, location, and other rules relative to each type of sign allowed for each permitted use within the B-1 and B-2 Zoning Districts. The signs allowed in this Division 4 are subject to the regulatory controls laid out in Division 3 of this code.

Sec. 74-102 - Shopping centers. The following signs may be erected, placed or maintained for shopping centers in the B-1 District:

- (1) **Ground signs:** One Ground sign subject to the criteria set forth in Sec. 74-72(1) shall be permitted for every 195 linear feet of frontage on State Road A1A up to a maximum of three signs per property.
- (2) **Freestanding Directory signs:** One Freestanding Directory sign subject to the criteria set forth in Section 74-73 shall be permitted for each detached building on the property or one for each point of

access to a courtyard. The location of such sign shall comply with the American with Disability Act (ADA) requirements not to obstruct accessibility to the building, sidewalks and pedestrian flow throughout the property.

- (3) **Wall signs** subject to the criteria set forth in Section 74-74 shall be permitted in accordance with the following:
 - a. Individual Wall signs shall not exceed sixty (60) square feet in overall area;
 - b. Wall signs shall be permitted limited to one wall sign per occupant of an individual business space, assigned at the discretion of the property owner, with the maximum wall sign coverage limited to one square foot of wall signage per one linear foot of frontage on State Road A1A;
 - c. In addition to a Wall sign, one removable hanging sign may be permitted; provided that such removable hanging sign shall not exceed two square feet; shall be one- or two-sided; shall be hung from a walkway soffit or structure in front of a business occupant's space at the main entrance door of a directly accessible business occupant's space; shall not project lower than eight feet from the walkway below; shall be uniformly hung perpendicular with respect to the building face; and shall be removed in the event of a hurricane or other such event; or
 - d. In lieu of a Wall sign, an awning with name of a business occupant may be permitted; provided that the overall area of the sign does not exceed one foot in height and ten feet in length; the sign is placed on the vertical edge of awning only; no additional identification signs larger than two square feet exist on the premises; and the awning sign contains one message only.
- (4) **Directional and Traffic control signs** are permitted subject to the criteria set forth in Sec. 74-75;
- (5) **Window signs:** individual business occupants within a shopping center shall be permitted one Window sign subject to the criteria set forth in Section 74 - 76;
- (6) **Restaurant Menu signs:** a restaurant within a shopping center shall be permitted one restaurant menu sign subject to the criteria set forth in Section 74 - 77;
- (7) **Automated Teller Machine signs (ATM)** are permitted subject to the criteria set forth in Section 74-78;
- (8) **Flags** are permitted subject to the criteria set forth in Sec. 74 – 79;
- (9) **Vehicle signs** are permitted during Normal Business Hours. During other hours, Vehicle signs are permitted for a reasonable time, not to exceed four hours, if one of the following applies:
 - a. The driver of the vehicle with the Vehicle sign is patronizing the location at which they are parked; or
 - b. The vehicle with the Vehicle sign is parked at the location of the business advertised on such Vehicle sign and it is during the business' regular hours of operation;
- (10) **Temporary signs**, subject to the regulations and criteria set forth in Division 5 below.

Sec. 74-103 - Stand-alone restaurants. The following signs may be erected, placed or maintained for Stand-Alone Restaurants in the B-1 District:

- (1) **Ground signs:** One Ground sign subject to the criteria set forth in Sec. 74-72(1) shall be permitted for every 195 linear feet of frontage on State Road A1A up to a maximum of three signs per property.
- (2) **Freestanding Directory signs:** One Freestanding Directory sign subject to the criteria set forth in Section 74-73 shall be permitted for each detached building on the property, or one for each point of access to a courtyard. The location of such sign shall comply with the American with Disability Act (ADA) requirements not to obstruct accessibility to the building, sidewalks and pedestrian flow throughout the property.

- (3) **Wall signs:** Wall signs subject to the criteria set forth in Section 74-74 shall be permitted in accordance with the following:
 - a. The maximum Wall sign coverage is limited to one square foot of wall signage per three linear feet of frontage on State Road A1A;
 - b. The maximum size of an individual Wall sign shall not exceed ~~sixty~~-forty (40) square feet in overall area;
 - c. One Wall sign may be water-facing.
- (4) **Directional and Traffic control signs** are permitted subject to the criteria set forth in Sec. 74-75;
- (5) **Window signs:** subject to the criteria set forth in Section 74 – 76, one window sign and one matted or framed window menu sign shall be permitted;
- (6) **Restaurant Menu signs:** One restaurant menu sign shall be permitted subject to the criteria set forth in Section 74 - 77;
- (7) **Flags** shall be permitted subject to the criteria set forth in Sec. 74 – 79;
- (8) **Vehicle signs** shall be permitted during Normal Business Hours. During other hours, Vehicle signs are permitted for a reasonable time, not to exceed four hours, if one of the following applies:
 - a. The driver of the vehicle with the Vehicle sign is patronizing the location at which they are parked; or
 - b. The vehicle with the Vehicle sign is parked at the location of the business advertised on such Vehicle sign and it is during the business’ regular hours of operation;
- (9) **Temporary signs**, subject to the regulations and criteria set forth in Division 5 below.

Sec. 74-104 – Professional and business office buildings. The following signs may be erected, placed or maintained for Professional and Business Office Buildings in the B-1 and B-2 Districts:

- (1) **Ground signs:** One Ground sign subject to the criteria set forth in Sec. 74-72(1) shall be permitted for every 195 linear feet of frontage on State Road A1A up to a maximum of three signs per property.
- (2) **Freestanding Directory signs:** One Freestanding Directory sign subject to the criteria set forth in Section 74-73 shall be permitted for each detached building on the property, or one for each point of access to a courtyard. The location of such sign shall comply with the American with Disability Act (ADA) requirements not to obstruct accessibility to the building, sidewalks and pedestrian flow throughout the commercial property.
- (3) **Wall signs** subject to the criteria set forth in Section 74-74 shall be permitted in accordance with the following:
 - a. The maximum Wall sign coverage is limited to one square foot of wall signage per three linear feet of frontage on State Road A1A;
 - b. The maximum size of an individual Wall sign shall not exceed ~~sixty~~-forty (40) square feet in overall area;
 - c. One Wall sign may be water-facing;
 - d. One additional Wall sign in the form of a directory for the purpose of listing occupants of the building, which shall be located on the face of the building at the main ground floor entrance, affixed immediately outside and directly adjacent to the entrance at a height not exceeding the entrance door to the building, which may contain changeable copy but shall not exceed six square feet of total area.
- (4) **Directional and Traffic control signs** are permitted subject to the criteria set forth in Sec. 74-75;
- (5) **Flags** are permitted subject to the criteria set forth in Sec. 74 – 79;
- (6) **Vehicle signs** are permitted during Normal Business Hours. During other hours, Vehicle signs are permitted for a reasonable time, not to exceed four hours, if one of the following applies:

- a. The driver of the vehicle with the Vehicle sign is patronizing the location at which they are parked; or
 - b. The vehicle with the Vehicle sign is parked at the location of the business advertised on such Vehicle sign and it is during the business' regular hours of operation;
- (7) **Temporary signs**, subject to the regulations and criteria set forth in Division 5 below.

Secs. 74-105—74-129. - Reserved.

DIVISION 5. - TEMPORARY SIGNS

Sec. 74-130. Findings of fact; purpose and intent.

- (a) *Findings of fact.* The Town Commission finds that the location and maintenance of Temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the town as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The town commission further finds that the regulation of Temporary signs within the town is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited Temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine property values and the quaint character of the town.
- (b) *Purpose and intent.* It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent, and non-discriminatory standards for temporary signs. The Temporary sign regulations in this division are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the town commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the scale and character of the town, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the town's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the town and promoting its continued well-being, consistent with the most recent pronouncements of the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
1. Encourage the effective use of signs as a means of communication in the town;
 2. Maintain and enhance the aesthetic environment and quaint character of the town;
 3. Improve pedestrian and traffic safety;
 4. Minimize the possible adverse impact of Temporary signs on nearby public and private property;
 5. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of Temporary signs which compete for the attention of pedestrian and vehicular traffic.
 6. Allow Temporary signs that are compatible with their surroundings, while precluding the placement of Temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 7. Encourage and allow Temporary signs that are appropriate to the zoning district in which they are located;
 8. Regulate Temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

9. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the town;
10. Protect property values by precluding to the maximum extent possible Temporary signs that create a nuisance to the occupancy or use of other properties as result of their number, size, height, illumination, brightness, or movement; and
11. Enable the fair and consistent enforcement of these Temporary sign regulations.

74-131. Temporary signs. Temporary signs shall be subject to the following:

- (1) Temporary signs are exempt from the permitting process required of permanent signs pursuant to this article; however, Temporary signs shall comply with the requirements of this division and those other sections referenced herein.
- (2) No Temporary sign shall be placed in any public right-of-way or on any public property.
- (3) Notwithstanding the foregoing, the town manager may authorize the placement within a right-of-way of Temporary signs identifying by name open businesses adjacent to ongoing road construction. Any such sign shall comply with FDOT or other applicable standards regarding lettering, size, material and placement.
- (4) No Temporary sign shall be placed in a location in such a manner as to constitute a safety hazard, or hindrance to pedestrian or vehicular traffic.
- (5) No Temporary sign shall be attached to a temporary structure.
- (6) The failure to remove a Temporary sign pursuant to the provisions of this section shall subject the property owner upon whose property the sign is located to code enforcement. Each day that a Temporary sign remains in violation of this section shall be deemed to be a separate offense.
- (7) Government signs may be located at the discretion of the town manager to serve a governmental purpose.
- (8) If a Temporary sign pertains to an event, the Temporary sign shall be removed within and by no later than three days after the event is concluded. Types of events include, but are not limited to, the sale or lease of property, the holding of an election, the issuance of a certificate of occupancy, the conclusion of a garage sale or special event, etc.
- (9) A Temporary sign may not be placed on property without the permission of the owner of the real property.
- (10) A Temporary sign may not display any lighting or illuminations and must remain static.
- (11) A Temporary sign may not obstruct the view of a permanent sign as viewed from any road, street or highway or any sidewalk.

Sec. 74 – 132. Permitted Temporary signs. The criteria for Temporary signs are set forth in the Table and regulations below. A Temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

ZONING DISTRICT	R-1	B-1 AND B-2
Maximum number of Temporary signs per property for residential district and per premises for business districts	3	3
Maximum per sign area	3 2 sf.	8 sf.
Maximum sign height for freestanding signs	3 ft.	3 ft.
Minimum sign setback	10 ft.	10 ft.
<u>Maximum area per flag</u>	<u>25 sf.</u>	<u>25 sf.</u>
<u>Maximum height for flags</u>	<u>25 ft.</u>	<u>25 ft.</u>

- (1) *Maximum number for residential districts.* A maximum number of three Temporary signs per property shall be permitted for R-1 districts. The total number of Permanent signs in residential districts is as set forth in Division 2 of this Article.

- (2) *Maximum number for commercial districts.* A maximum number of three Temporary signs per premises shall be permitted in commercial zoning districts. The total number of Permanent signs in commercial districts is as set forth in Division 4 of this Article.
- (3) *Size of Temporary signs.* Temporary signs in residential zoning districts are limited to ~~three~~2 square feet. Temporary signs in commercial zoning districts are limited to eight square feet. The square footage limitation is per side for a back-to-back sign. For example, a ~~3~~2 square foot limitation means that there is a limit of ~~3~~2 square feet of surface area per side of a back-to-back sign, and an aggregate limit of ~~9~~4 square feet is allowed if the sign is a back-to-back temporary sign.
- (4) *Height of Temporary signs.* Freestanding Temporary signs in both residential and commercial zoning districts shall be a maximum overall height of three feet ~~in height~~ measured from the finished grade of the property on which the sign is located.
- (5) *Setbacks for Temporary signs.* Minimum sign setbacks are measured from the edge of the property line. In the event that a hedge or other obstruction exists closer than ten feet from the property line, signs must be placed as close as possible to said hedge or other obstruction.
- (6) *Flags. Except as otherwise regulated under this chapter, flags shall be permitted as follows:*
 - a. *One (1) flag shall be permitted per property in residential zoning districts;*
 - b. *Flags shall be limited to 25 square feet;*
 - c. *Flags shall not exceed the height of the roofline or the ground floor whichever is lower.*
 - d. *The flags authorized herein shall be included in the calculation of the maximum number of temporary signs authorized in this article.*
 - ~~(5)~~e. *Flags shall be subject to all other requirements set forth under this Division unless a conflict exists.*

Secs. 74-133—74-149. - Reserved.

DIVISION 6. - PROHIBITED SIGNS; NONCONFORMING SIGNS; EXEMPT SIGNS; PERMITS; VARIANCES

Sec. 74- 150. Prohibited signs. The following signs shall not be erected, placed or maintained in any zoning district and are prohibited, unless specifically permitted elsewhere in this sign code:

- (1) Any sign which obstructs the view of bicyclists or motorists using any street, approach to any street intersection, or which interferes with the effectiveness of or obscures any traffic sign, device, or signal.
- (2) Signs that by reason of position, shape, or color, would conflict with the proper function of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device.
- (3) Snipe signs.
- (4) Off-premises signs. Vehicle signs are prohibited in residential districts unless otherwise authorized in section 42-24 of this Code or unless the driver of the vehicle with the Vehicle sign is making a delivery at the residence and is parked at the residence no longer than 30 minutes. Vehicle signs are prohibited in non-residential districts except during normal business hours; provided, however, that during other hours, Vehicle signs are permitted for a reasonable time in non-residential districts, not to exceed four hours, if one of the following applies:
 - a. The driver of the vehicle with the Vehicle sign is patronizing the location at which they are parked; or
 - b. The vehicle with the Vehicle sign is parked at the location of the business advertised on such Vehicle sign and it is during the business' regular hours of operation;

- b. The sign will increase the total square footage of signage on the property beyond that which was previously authorized under the code prior to March 22, 2016.
- (6) The replacement of a tenant sign with a similarly sized sign will not trigger the compliance requirement set forth in subsection (5) above.

Sec. 74-152. – Exemptions. The following signs, whether temporary or permanent, are exempt from the requirements of this chapter, but may be subject to other applicable laws, rules or regulations:

- (1) Government signs;
- (2) Signs that are required by law, rule or regulation; and
- (3) Public safety signs that provide security, medical or public safety information, including, but not limited to security or alarm signs, medical alert signs, any sign warning of a danger, or other similar sign; however, there shall be no more than a total of three such signs per property in residential districts or per premises in commercial districts. Each public safety sign shall not exceed one (1) square foot.

Sec. 74-153. - Permits.

- (a) It shall be unlawful for any entity or person to erect, construct, alter, enlarge, move, or replace any permanent sign or cause the same to be done, without first having obtained a building permit for the sign. The building official, in his or her sole discretion, may exempt a permanent sign from the permit requirement if the work to be done is of such a minor nature that the protections of the building permit are not necessary, and such permit is not otherwise required under the Florida Building Code or other statute, ordinance, rule or regulation.
- (b) A fee in accordance with a fee schedule adopted by resolution of the town commission, as noted in section 50-102, shall be charged for each building permit issued excepted as provided elsewhere in this chapter.
- (c) The permit fee shall be waived for a one time replacement of permitted signs in existence on the date of this chapter, which were made non-conforming by virtue of this chapter.
- (d) All permanent signs shall conform to all applicable building codes.
- (e) A building permit for a permanent sign shall become null and void unless the construction is complete and a certificate of completion from the Building Department is issued within three months after the effective date of the issuance of the permit.

Sec. 74-154. - Variance. There shall be no process by which an applicant may seek a legal variance from the terms of this sign code.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, REPEALING CHAPTER 74 "SIGNS" IN FULL AND ADOPTING A NEW CHAPTER 74 "SIGNS" TO UPDATE SIGN REGULATIONS WITHIN THE TOWN AND TO ADDRESS TEMPORARY SIGNS IN ACCORDANCE WITH CURRENT CASELAW OUT OF THE UNITED STATES SUPREME COURT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Sewall's Point Commission ("Town") finds and determines that it is appropriate to ensure that its Code of Ordinances as it relates to signs is in compliance with all constitutional and other legal requirements and adequately addresses the needs of its residential and business districts; and

WHEREAS, the Town has endeavored to adopt regulations governing signage that will comply with the First Amendment of the U.S. Constitution as interpreted by the U.S. Supreme Court; and

WHEREAS, the Town finds and determines that it is appropriate to update and revise its Code relative to signs; and

WHEREAS, the Town recognizes that there have been decisions delivered by the U.S. Supreme Court over the past forty years that provide guidance to local governments in their regulation of signage, including *Linmark Associates, Inc. v. Township of Willingboro*, 431 U.S. 85 (1977); *Metromedia, Inc. v. San Diego*, 453 U.S. 490 (1981); *Village Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984); *Village of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410 (1993), and, *Village of Ladue v. Gilleo*, 512 U.S. 43 (1994); and

WHEREAS, the Town wishes to preserve the aesthetic beauty of the Town of Sewall's Point, Florida; and

WHEREAS, the Town finds and determines that Article II, Section 7, of the Florida Constitution, as adopted in 1968, provides that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Town finds and determines that the regulation of signage for purposes of aesthetics directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty; and

WHEREAS, under established Supreme Court precedent, a law that is content-based is subject to strict scrutiny under the First Amendment of the U.S. Constitution, and such law must therefore satisfy a compelling governmental interest; and

WHEREAS, under established Supreme Court precedent, a compelling government interest is a higher burden than a substantial or significant governmental interest; and

WHEREAS, under established Supreme Court precedent, aesthetics is not a compelling governmental interest; and

WHEREAS, until a recent Supreme Court decision released in June 2015, there had not been clarity as to what constitutes a content-based law as distinguished from a content-neutral law; and

WHEREAS, in *Reed v. Town of Gilbert*, 575 U.S. TBD (2015), the United States Supreme Court, in an opinion authored by Justice Thomas, and joined in by Chief Justices Roberts, Scalia, Alito, Kennedy and Sotomayer, addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, the Supreme Court held that content-based regulation is presumptively unconstitutional and requires a compelling governmental interest; and

WHEREAS, in *Reed*, the Supreme Court held that government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed; and

WHEREAS, in *Reed*, the Supreme Court held that even a purely directional message, which merely gives the time and location of a specific event, is one that conveys an idea about a specific event, so that a category for directional signs is therefore content-based, and event-based regulations are not content neutral; and

WHEREAS, in *Reed*, the Supreme Court held that if a sign regulation on its face is content-based, neither its purpose, nor function, nor justification matter, and the sign regulation is therefore subject to strict scrutiny and must serve a compelling governmental interest; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

WHEREAS, Justice Alito in the concurring opinion joined in by Justices Kennedy and Sotomayer provided a list of rules that would not be content-based; and

WHEREAS, Justice Alito noted that these rules, listed below, were not anything like a comprehensive list of such rules; and

WHEREAS, Justice Alito included the following rules among those that would not be content-based (1) rules regulating the size of signs, which rules may distinguish among signs based upon any content-neutral criteria such as those listed below; (2) rules regulating the locations in which signs may be placed, which rules may distinguish between freestanding signs and those attached to buildings; (3) rules distinguishing between lighted and unlighted signs; (4) rules distinguishing between signs with fixed messages and electronic signs with messages that change; (5) rules that distinguish between the placement of signs on private and public property; (6) rules distinguishing between the placement of signs on commercial and residential property; (7) rules distinguishing between on-premises and off-premises signs; (8) rules restricting the total number of signs allowed per mile of roadway; and (9) rules imposing time restrictions on signs advertising a one-time event, where rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed; and

WHEREAS, Justice Alito further noted that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech [see *Pleasant Grove Village v. Summum*, 555 U.S. 460, 467-469 (2009)], and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots; and

WHEREAS, Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

WHEREAS, as a result of the *Reed* decision, it is appropriate and necessary for local governments to review and analyze their sign regulations, beginning with their temporary sign regulations, so as to make the necessary changes to conform with the holding in *Reed*; and

WHEREAS, under established Supreme Court precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, the Town finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the valid provisions are stricken [*see, e.g., Waldrup v. Dugger*, 562 So. 2d 687 (Fla. 1990)]; and

WHEREAS, the Town finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause; and

WHEREAS, the Town finds and determines that the Town has consistently adopted and enacted severability provisions in connection with its ordinance code provisions, and that the Town wishes to ensure that severability provisions apply to its land development regulations, including its sign regulations; and

WHEREAS, the Town finds and determines that there be an ample record of its intention that the presence of a severability clause in connection with the Town's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Town finds and determines that the amendments to its Code, as set forth herein, are consistent with all applicable policies of the Town's adopted Comprehensive Plan; and

WHEREAS, the Town finds and determines that these amendments are not in conflict with the public interest.

WHEREAS, the Town Commission has reviewed this Ordinance and determined that such Ordinance furthers the public health, safety and general welfare of the residents and citizens of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 74 "Signs", of the Town Code of Ordinances is hereby repealed in full.

Section 3. Chapter 74 "Signs", of the Town Code of Ordinances is hereby adopted as set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or the particular application thereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The sections of the ordinance may be made a part of the Town Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 7. Effective Date. This ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first, reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	<u>AYE</u>	<u>NAY</u>
DAN MORRIS, MAYOR	_____	_____
JAMES W. CAMPO, VICE MAYOR	_____	_____
VINCENT N. BARILE, Commissioner	_____	_____
PAUL LUGER, Commissioner	_____	_____
JACQUI THURLOW-LIPPISCH, Commissioner	_____	_____

Passed second reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2016. The _____ thereupon declared this Ordinance approved and adopted by the Town Commission on this _____ day of _____, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

DAN MORRIS, MAYOR

ATTEST:

Lakisha Q. Burch, Town Clerk
(TOWN SEAL)

Approved as to form and legal sufficiency:

Glen J. Torcivia, Town Attorney
Florida Bar No. 343374

ORDINANCE NO. 409

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING THE TOWN OF SEWALL'S POINT CODE OF ORDINANCES AT CHAPTER 50 AT SUBSECTION R322.2.1 2. TO REPEAL A TECHNICAL AMENDMENT TO THE FLORIDA BUILDING CODE PROHIBITING THE USE OF STRUCTURAL FILL IN ZONE A FLOOD HAZARD AREAS AND REINSTATING OTHER STANDARD FLORIDA BUILDING CODE PROVISIONS; PROVIDING FOR APPLICABILITY, REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Sewall's Point was accepted for participation in the National Flood Insurance Program on August 15, 1978 and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local administrative and technical amendments to the Florida Building Code to implement the National Flood Insurance Program; and

WHEREAS, the Town Commission, through Ordinance No. 404 (effective date was March 16, 2015), adopted a prohibition on the use of structural fill in A Zone flood hazard areas for the purpose of gaining additional points in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), Florida Statutes, formatted that more stringent provision to coordinate with the Florida Building Code; and

WHEREAS, the Town Commission has determined that the additional points gained by the Town as part of the Community Rating System does not justify the increase in the costs of construction in Zone A flood hazard areas caused by the prohibition of structural fill, and it wishes to repeal such prohibition; and

WHEREAS, the Town Commission has determined that it is in the public interest to repeal the technical amendment to the Florida Building Code prohibiting the use of structural fill in A Zone flood hazard areas that is set forth in Chapter 50 of the Code at subsection R322.2.1 2.; and

WHEREAS, the Town Commission, through its Town Attorney's Office, has confirmed with the Florida Department of Emergency Management (FDEM) that the Town may repeal the technical amendment through the ordinance adoption procedures set forth in sec. 166.041, Fla. Stat.; and

WHEREAS, during its discussions with the FDEM, the FDEM requested that, in addition to removing the prohibition of structural fill in A Zone flood hazard areas, the Town restore certain Florida Building Code language along with the previously adopted freeboard for A Zone flood hazard areas; and

WHEREAS, the Town Commission has determined that this ordinance furthers the

public health, safety and general welfare of the residents and citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA:

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. Chapter 50 of the Sewall's Point Code of Ordinances is hereby amended to restore standard Florida Building Code language including the freeboard amendment previously adopted by the Town and to repeal the technical amendment to the *Florida Building Code, Residential* that prohibited structural fill in A Zone Flood hazard areas. Chapter 50 of the Town of Sewall's Point Code of Ordinances at R322.2.1 is hereby amended to read as follows:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas, not designated as Coastal A Zones, not including flood hazard areas designated as V Zone, shall have the lowest floors elevated to or above the base flood elevation plus 3 feet, or the design flood elevation, whichever is higher.

~~2. The use of fill for structural support is prohibited.~~

2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 3 feet 4 foot (305mm), or the design flood elevation, whichever is higher.

3. ~~In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM, or at least 2 feet (610mm) if a depth number is not specified.~~ Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

SECTION 3. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Sewall's Point. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this Ordinance.

SECTION 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Codification. The sections of the ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or the particular application thereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first, reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	AYE	NAY
DAN MORRIS, MAYOR	_____	_____
JAMES W. CAMPO, VICE MAYOR	_____	_____
VINCENT N. BARILE, COMMISSIONER	_____	_____
PAUL LUGER, COMMISSIONER	_____	_____
JACQUI THURLOW-LIPPISCH, COMMISSIONER	_____	_____

Passed second reading at the Regular Meeting of the Town Commission held on the _____ day of _____, 2016. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this _____ day of _____, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

DAN MORRIS, MAYOR

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Burch, Town Clerk
(TOWN SEAL)

Glen J. Torcivia, Town Attorney
Florida Bar No.: 343374