

DAN MORRIS
Mayor

TOWN OF SEWALL'S POINT

PAMELA MAC'KIE WALKER
Town Manager

JAMES W. CAMPO, CFP
Vice Mayor

LAKISHA Q. BURCH, CMC
Town Clerk

VINNY BARILE
Commissioner

TINA CIECHANOWSKI
Chief of Police

PAUL LUGER
Commissioner

JOHN ADAMS
Building & Facilities Director

JACQUI THURLOW-LIPPISCH
Commissioner



Regular Meeting
October 25, 2016
7:00 p.m.

CALL TO ORDER **7:00 – 7:05**

Pledge of Allegiance
Roll Call
Additions, Deletions or Changes to the Agenda

CONSENT AGENDA **7:05 – 7:10**

1. Financial Reports
2. Building Reports
3. Police Reports

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS **7:10 – 7:20**

Please submit a comment card to the Town Clerk and limit your comments to three (3) minutes

PRESENTATIONS AND PROCLAMATIONS **7:20 – 7:40**

4. Swearing-in of Officer Alicia Polega

RESOLUTIONS **7:40 – 8:00**

5. Resolution No.840 Sailfish Regatta
6. Resolution No. 841 Adopt Budget Amendment for Building Official
7. Resolution No. 842 Adopt Budget Amendment to wrap up 2016

DISCUSSION **8:00 – 8:15**

8. Hurricane Matthew Update
9. A1A Landscaping Update
10. Rental Registration

COMMISSIONERS OR STAFF COMMENTS **8:15 – 8:30**

ADJOURN **8:30**

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, October 25, 2016

Staff recommends acceptance of the attached financial reports.

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

	Actual July 2016	Monthly Budget July 2016	Actual to Monthly Budget %	Actual Oct- July 2016	YTD Budget Oct - July 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	42,781	20,000	213.9%	20,000	213.9%
312.400 · Gas Tax	5,000	5,250	95.2%	56,757	52,500	108.1%	63,000	90.1%
315.000 · Communications Services Taxes	5,000	5,250	95.2%	51,929	52,500	98.9%	63,000	82.4%
335.120 · State Revenue Sharing	5,000	5,250	95.2%	51,343	52,500	97.8%	63,000	81.5%
335.150 · Alcoholic Beverage Tax	-	167	0.0%	1,370	1,667	82.2%	2,000	68.5%
335.180 · Sales Tax	15,000	17,667	84.9%	177,900	176,667	100.7%	212,000	83.9%
Total Intergovernmental	30,000	33,583	89.3%	383,248	355,833	107.7%	423,000	90.6%
Local Taxes, Fees, Fines								
311.100 · Ad Valorem Taxes	-	-	n/a	1,659,093	1,633,000	101.6%	1,633,000	101.6%
316.000 · Local Business Tax	32	333	9.6%	2,089	3,333	62.7%	4,000	52.2%
322.000 · Building Permit Fees	11,295	24,500	46.1%	181,734	211,000	86.1%	245,000	74.2%
323.100 · Electric Francise	11,500	10,750	107.0%	142,229	107,500	132.3%	129,000	110.3%
325.200 · Road Impact Assessments	2,017	2,500	80.7%	30,704	29,500	104.1%	34,000	90.3%
351.300 · Civil Fines	-	500	0.0%	5,450	5,000	109.0%	6,000	90.8%
351.500 · Traffic Fines	807	1,417	57.0%	13,394	14,167	94.5%	17,000	78.8%
351.501 · Police Education	53	167	31.6%	963	1,667	57.8%	2,000	48.2%
361.100 · Interest	1,257	417	301.6%	9,532	4,167	228.8%	5,000	190.6%
366.900 · Miscellaneous Revenue	4,951	583	848.7%	5,970	5,833	102.3%	7,000	85.3%
367.000 · Town Licenses & Fees	1,175	417	282.0%	6,562	4,167	157.5%	5,000	131.2%
Total Local Taxes, Fees, Fines	33,086	41,583	79.6%	2,057,720	2,019,333	101.9%	2,087,000	98.6%
Total Revenues	63,086	75,167	83.9%	2,440,967	2,375,167	102.8%	2,510,000	97.2%
Expenses								
Human Resources								
Public Safety	81,389	68,987	118.0%	652,853	689,871	94.6%	827,845	78.9%
Town Manager	14,758	10,100	146.1%	102,396	101,000	101.4%	121,200	84.5%
Town Assistant	5,236	3,788	138.2%	38,365	38,025	100.9%	45,600	84.1%
Town Clerk	7,307	5,269	138.7%	52,730	52,838	99.8%	63,375	83.2%
Building Dept.	13,520	8,762	154.3%	98,945	96,323	102.7%	113,835	86.9%
Public Works Dept.	4,835	3,379	143.1%	34,242	33,942	100.9%	40,700	84.1%
519.230 · Insurance Benefits	9,548	14,986	63.7%	125,731	149,864	83.9%	179,836	69.9%
519.24 · Worker's Comp - Other	4,383	6,250	70.1%	20,421	25,000	81.7%	25,000	81.7%
Total Human Resources	140,976	121,521	116.0%	1,125,682	1,186,861	94.8%	1,417,391	79.4%

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

	Actual July 2016	Monthly Budget July 2016	Actual to Monthly Budget %	Actual Oct- July 2016	YTD Budget Oct - July 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	-	250	0.0%	1,402	2,500	56.1%	3,000	46.7%
519.41 · Communication Network	1,428	2,567	55.6%	27,147	29,467	92.1%	34,600	78.5%
519.43a - Electricity	2,699	2,417	111.7%	22,574	24,167	93.4%	29,000	77.8%
519.43b - Water	2,823	2,000	141.2%	24,352	20,000	121.8%	24,000	101.5%
519.45 · General and Liability Insurance	10,957	11,000	99.6%	46,106	44,000	104.8%	44,000	104.8%
519.48 · Town Events	(1,483)	833	(177.9%)	6,326	8,333	75.9%	10,000	63.3%
511.49 - Contingency	-	83	0.0%	-	833	0.0%	1,000	0.0%
519.49D - Disaster Aid	-	83	0.0%	-	833	0.0%	1,000	0.0%
519.49F - Bank Fees	56	250	22.4%	637	2,500	25.5%	3,000	21.2%
519.51 · Office Supplies & Services	1,609	2,583	62.3%	19,558	25,833	75.7%	31,000	63.1%
519.52 · Fuel, Oil, Operating Supplies	1,564	2,417	64.7%	14,539	24,167	60.2%	29,000	50.1%
519.54 · Dues, Ed., Tuition Reimb	650	667	97.5%	3,745	6,667	56.2%	8,000	46.8%
521.52 · PD Enforcement Supplies	112	1,475	7.6%	9,628	14,750	65.3%	17,700	54.4%
Total Operating Expenses	20,416	26,625	76.7%	176,015	204,050	86.3%	235,300	74.8%
Outside Services								
Maintenance Services								
519.46a · Landscaping Maintenance	10,707	5,000	214.1%	47,078	50,000	94.2%	60,000	78.5%
519.46M · Buildings & Facilities Maint.	134	917	14.6%	8,295	9,167	90.5%	11,000	75.4%
519.46O · Office Cleaning Service	620	667	93.0%	5,960	6,667	89.4%	8,000	74.5%
519.46P · Parks Maintenance	8,934	1,083	824.6%	11,860	10,833	109.5%	13,000	91.2%
519.46S · Streets & StormSewers	825	1,917	43.0%	7,395	19,167	38.6%	23,000	32.2%
521.162 · PD Equip. Maintenance	-	592	0.0%	3,629	5,917	61.3%	7,100	51.1%
521.46V · PD Vehicles Maintenance	548	1,250	43.9%	9,880	12,500	79.0%	15,000	65.9%
524.46V · BD Vehicle	169	125	135.2%	1,139	1,250	91.1%	1,500	75.9%
539.46V · PW Vehicle	-	125	0.0%	1,435	1,250	114.8%	1,500	95.7%
539.34 · Temporary Staffing	88	500	17.5%	1,416	5,000	28.3%	6,000	23.6%
Total Maintenance Services	22,025	12,175	180.9%	98,087	121,750	80.6%	146,100	67.1%
519.31 · Grant Management Support	210	1,500	14.0%	11,692	14,500	80.6%	17,500	66.8%
525.32 · Audit Service	-	-	n/a	24,150	23,000	105.0%	23,000	105.0%
513.32 - Financial Services - Other	2,387	2,750	86.8%	26,449	22,000	120.2%	27,500	96.2%
Total 513.32 · Financial Services	2,597	4,250	61.1%	62,290	59,500	104.7%	68,000	91.6%
514.31 · Legal Services	1,802	4,917	36.6%	40,908	49,167	83.2%	59,000	69.3%
521.31 · PD Professional Services	1,122	750	149.6%	6,751	7,500	90.0%	9,000	75.0%
522.34 - Contracted Fire Rescue Services	88,930	92,500	96.1%	355,720	370,000	96.1%	370,000	96.1%
541.31 - Engineering Services	511	-	n/a	15,931	23,000	69.3%	23,000	69.3%
Total Professional Services	94,962	102,417	92.7%	481,600	509,167	94.6%	529,000	91.0%
Total Outside Services	116,987	114,592	102.1%	579,688	630,917	91.9%	675,100	85.9%
Total Recurring Expenses	278,378	262,738	106.0%	1,881,385	2,021,828	93.1%	2,327,791	80.8%

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

	Actual July 2016	Monthly Budget July 2016	Actual to Monthly Budget %	Actual Oct- July 2016	YTD Budget Oct - July 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%	-	2,083	0.0%	2,500	0.0%
521.64 · PD New Equipment	1,911	583	327.6%	5,242	5,833	89.9%	7,000	74.9%
Total 541.64 · Furniture & Equipment	1,911	792	241.4%	5,242	7,917	66.2%	9,500	55.2%
541.630 · Capital Improvements								
541.632 · Parks & Landscaping	232	2,500	9.3%	2,493	25,000	10.0%	30,000	8.3%
541.635 · Town Hall	7,541	833	904.9%	8,220	8,333	98.6%	10,000	82.2%
541.63R · Road & Bridge Improvements	-	7,500	0.0%	24,137	75,000	32.2%	90,000	26.8%
541.675 · Stormwater Improvements								
541.67G · Grant-matched Projects	11,309	3,125	361.9%	14,764	31,250	47.2%	37,500	39.4%
541.67N · Non-Grant Projects	14,929	2,917	511.8%	30,201	29,167	103.5%	35,000	86.3%
Total 541.675 · Stormwater Improvements	26,238	6,042	434.3%	44,966	60,417	74.4%	72,500	62.0%
Total 541.630 · Capital Improvements	34,011	16,875	201.5%	79,815	168,750	47.3%	202,500	39.4%
Total NR · Capital & Nonrecurring Expenses	35,922	17,667	203.3%	85,057	176,667	48.1%	212,000	40.1%
Net Operating Income (Revenues Over Expenses)	(251,213)	(205,238)	122.4%	474,525	176,672	268.6%	(29,791)	(1,592.8%)
Transfer from (to) Reserves	251,213	205,238	122.4%	(474,525)	(176,672)	268.6%	29,791	-1592.8%
Revenues over (under) Expenditures	-	-	n/a	-	-	n/a	(0)	n/a

Town of Sewall's Point
Financial Statement
Balance Sheet Prev. YTD Comparison
As of July 31, 2016

	<i>unaudited</i>	<i>unaudited</i>		
	7/31/2016	7/31/2015	\$ Change	% Change
ASSETS				
Current Assets				
Total Cash Accounts	733,773	487,281	246,492	50.6%
Total Investment Accounts	2,233,751	2,223,553	10,198	0.5%
Total Cash & Investments	2,967,525	2,710,834	256,690	9.5%
Total Other Current Assets	72,085	48,591	23,494	48.4%
Total Current Assets	72,085	48,591	23,494	48.4%
Capital Assets				
161.91/.92 Land and Improvements	681,019	681,019	-	0.0%
161.94 · Roads & Walkways	1,624,183	1,624,183	-	0.0%
162.91 · Building - Town Hall	411,010	411,010	-	0.0%
164.91 · Street Lights	140,590	140,590	-	0.0%
164.92 · Landscaping	44,930	44,930	-	0.0%
165.000 · Construction In Progress	11,907	11,907	-	0.0%
166.91 · Police Cars & Equipment	370,554	370,554	-	0.0%
166.912 · Truck - Building Dept.	40,727	40,727	-	0.0%
166.92/.93 · Equipment, Furniture & Fixtures	86,074	86,074	-	0.0%
Less Dep. & Invest.in Capital Assets	(3,410,994)	(3,410,994)	-	0.0%
Total Capital Assets	-	-	-	0.0%
TOTAL ASSETS	3,039,610	2,759,426	280,184	10.2%
LIABILITIES & EQUITY				
Total Accounts Payable & Accrued Expenses				
207.000 · Technology/Processing Fee	6,324	35,256	(28,933)	-82.1%
208.001 · State Fees Payable	695	764	(69)	-9.1%
209.000 · Martin Cty Impact Fees Payable	6,161	2,186	3,975	181.8%
217.00 · Payroll Liabilities	29,967	9,989	19,978	200.0%
217.00 · Payroll Liabilities	762	-	762	100.0%
Total Current Liabilities	43,908	48,195	(4,287)	-8.9%
Total Long Term Liabilities	-	-	-	0.0%
Total Liabilities	43,908	48,195	(4,287)	-8.9%
Equity				
Designated for Special Projects				
247.030 · Reserve for Prepaid Insurance	17,000	5,367	11,633	216.8%
247.05 · Reserve - Infrastructure	-	62,500	(62,500)	-100.0%
247.06 · Reserve - Vehicle Replacement	-	1,885	(1,885)	-100.0%
247.32 · Disaster Reserve	1,000,000	-	1,000,000	100.0%
247.33 · Operating Reserve	500,000	-	500,000	100.0%
247.32 · Hurricane Reserve	-	1,500,000	(1,500,000)	-100.0%
Total Designated for Special Projects	1,517,000	1,569,751	(52,751)	-3.4%
Unrestricted and Retained Earnings	1,004,177	1,045,014	(40,837)	-3.9%
YTD Revenues/Transfer from Reserves	474,525	96,465	378,060	391.9%
Total Equity	2,995,702	2,711,231	284,471	10.5%
TOTAL LIABILITIES & EQUITY	3,039,610	2,759,426	280,184	10.2%

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

	Actual Aug 2016	Monthly Budget Aug 2016	Actual to Monthly Budget %	Actual Oct- Aug 2016	YTD Budget Oct - Aug 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	4,178	-	n/a	5,345	-	n/a	-	n/a
332.000 · Grant Mgmt. Fees FEMA 3%	-	-	n/a	42,781	20,000	213.9%	20,000	213.9%
312.400 · Gas Tax	5,000	5,250	95.2%	62,458	57,750	108.2%	63,000	99.1%
315.000 · Communications Services Taxes	5,000	5,250	95.2%	56,484	57,750	97.8%	63,000	89.7%
335.120 · State Revenue Sharing	5,000	5,250	95.2%	56,436	57,750	97.7%	63,000	89.6%
335.150 · Alcoholic Beverage Tax	98	167	58.7%	1,468	1,833	80.1%	2,000	73.4%
335.180 · Sales Tax	15,000	17,667	84.9%	194,876	194,333	100.3%	212,000	91.9%
Total Intergovernmental	34,275	33,583	102.1%	419,850	389,417	107.8%	423,000	99.3%
Local Taxes, Fees, Fines								
311.100 · Ad Valorem Taxes	-	-	n/a	1,659,093	1,633,000	101.6%	1,633,000	101.6%
316.000 · Local Business Tax	910	333	272.9%	2,999	3,667	81.8%	4,000	75.0%
322.000 · Building Permit Fees	40,994	17,000	241.1%	222,728	228,000	97.7%	245,000	90.9%
323.100 · Electric Francise	11,500	10,750	107.0%	157,442	118,250	133.1%	129,000	122.0%
325.200 · Road Impact Assessments	8,346	1,500	556.4%	39,050	31,000	126.0%	34,000	114.9%
351.300 · Civil Fines	-	500	0.0%	5,450	5,500	99.1%	6,000	90.8%
351.500 · Traffic Fines	888	1,417	62.7%	14,282	15,583	91.6%	17,000	84.0%
351.501 · Police Education	50	167	30.1%	1,014	1,833	55.3%	2,000	50.7%
361.100 · Interest	1,250	417	300.0%	10,782	4,583	235.3%	5,000	215.6%
366.900 · Miscellaneous Revenue	500	583	85.7%	6,470	6,417	100.8%	7,000	92.4%
367.000 · Town Licenses & Fees	325	417	78.0%	6,887	4,583	150.3%	5,000	137.7%
Total Local Taxes, Fees, Fines	64,764	33,083	195.8%	2,126,195	2,052,417	103.6%	2,087,000	101.9%
Total Revenues	99,039	66,667	148.6%	2,546,045	2,441,833	104.3%	2,510,000	101.4%
Expenses								
Human Resources								
Public Safety	57,526	68,987	83.4%	710,529	758,858	93.6%	827,845	85.8%
Town Manager	9,669	10,100	95.7%	112,065	111,100	100.9%	121,200	92.5%
Town Assistant	3,735	3,788	98.6%	42,100	41,813	100.7%	45,600	92.3%
Town Clerk	4,837	5,269	91.8%	57,567	58,106	99.1%	63,375	90.8%
Building Dept.	9,013	8,762	102.9%	107,958	105,085	102.7%	113,835	94.8%
Public Works Dept.	3,103	3,379	91.8%	36,988	37,321	99.1%	40,700	90.9%
519.230 · Insurance Benefits	11,489	14,986	76.7%	137,220	164,850	83.2%	179,836	76.3%
519.24 · Worker's Comp - Other	-	-	n/a	20,421	25,000	81.7%	25,000	81.7%
Total Human Resources	99,373	115,271	86.2%	1,224,848	1,302,132	94.1%	1,417,391	86.4%

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

	Actual Aug 2016	Monthly Budget Aug 2016	Actual to Monthly Budget %	Actual Oct- Aug 2016	YTD Budget Oct - Aug 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	840	250	336.0%	2,404	2,750	87.4%	3,000	80.1%
519.41 · Communication Network	3,438	2,567	133.9%	30,585	32,033	95.5%	34,600	88.4%
519.43a - Electricity	2,643	2,417	109.3%	25,216	26,583	94.9%	29,000	87.0%
519.43b - Water	4,494	2,000	224.7%	28,846	22,000	131.1%	24,000	120.2%
519.45 · General and Liability Insurance	-	-	n/a	46,106	44,000	104.8%	44,000	104.8%
519.48 · Town Events	-	833	0.0%	6,326	9,167	69.0%	10,000	63.3%
511.49 - Contingency	-	83	0.0%	-	917	0.0%	1,000	0.0%
519.49D - Disaster Aid	-	83	0.0%	-	917	0.0%	1,000	0.0%
519.49F - Bank Fees	67	250	26.6%	704	2,750	25.6%	3,000	23.5%
519.51 · Office Supplies & Services	1,310	2,583	50.7%	21,027	28,417	74.0%	31,000	67.8%
519.52 · Fuel, Oil, Operating Supplies	1,500	2,417	62.1%	16,039	26,583	60.3%	29,000	55.3%
519.54 · Dues, Ed., Tuition Reimb	850	667	127.5%	4,595	7,333	62.7%	8,000	57.4%
521.52 · PD Enforcement Supplies	4,450	1,475	301.7%	14,079	16,225	86.8%	17,700	79.5%
Total Operating Expenses	19,592	15,625	125.4%	195,928	219,675	89.2%	235,300	83.3%
Outside Services								
Maintenance Services								
519.46a · Landscaping Maintenance	375	5,000	7.5%	47,453	55,000	86.3%	60,000	79.1%
519.46M · Buildings & Facilities Maint.	2,451	917	267.4%	10,747	10,083	106.6%	11,000	97.7%
519.46O · Office Cleaning Service	620	667	93.0%	6,580	7,333	89.7%	8,000	82.3%
519.46P · Parks Maintenance	1,558	1,083	143.8%	13,417	11,917	112.6%	13,000	103.2%
519.46S · Streets & StormSewers	11,473	1,917	598.6%	18,867	21,083	89.5%	23,000	82.0%
521.162 · PD Equip. Maintenance	239	592	40.4%	3,868	6,508	59.4%	7,100	54.5%
521.46V · PD Vehicles Maintenance	-	1,250	0.0%	11,298	13,750	82.2%	15,000	75.3%
524.46V · BD Vehicle	1,418	125	1,134.3%	1,139	1,375	82.9%	1,500	75.9%
539.46V · PW Vehicle	-	125	0.0%	1,435	1,375	104.4%	1,500	95.7%
539.34 · Temporary Staffing	278	500	55.5%	2,051	5,500	37.3%	6,000	34.2%
Total Maintenance Services	18,411	12,175	151.2%	116,855	133,925	87.3%	146,100	80.0%
519.31 · Grant Management Support	136	1,500	9.1%	11,828	16,000	73.9%	17,500	67.6%
525.32 · Audit Service	-	-	n/a	24,150	23,000	105.0%	23,000	105.0%
513.32 - Financial Services - Other	780	2,750	28.4%	27,229	24,750	110.0%	27,500	99.0%
Total 513.32 · Financial Services	916	4,250	21.6%	63,207	63,750	99.1%	68,000	93.0%
514.31 · Legal Services	78	4,917	1.6%	40,986	54,083	75.8%	59,000	69.5%
521.31 · PD Professional Services	200	750	26.7%	6,951	8,250	84.2%	9,000	77.2%
522.34 - Contracted Fire Rescue Services	-	-	n/a	355,720	370,000	96.1%	370,000	96.1%
541.31 - Engineering Services	-	-	n/a	15,931	23,000	69.3%	23,000	69.3%
Total Professional Services	1,194	9,917	12.0%	482,795	519,083	93.0%	529,000	91.3%
Total Outside Services	19,605	22,092	88.7%	599,649	653,008	91.8%	675,100	88.8%
Total Recurring Expenses	138,569	152,988	90.6%	2,020,426	2,174,815	92.9%	2,327,791	86.8%

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

	Actual Aug 2016	Monthly Budget Aug 2016	Actual to Monthly Budget %	Actual Oct- Aug 2016	YTD Budget Oct - Aug 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%	-	2,292	0.0%	2,500	0.0%
521.64 · PD New Equipment	-	583	0.0%	5,242	6,417	81.7%	7,000	74.9%
Total 541.64 · Furniture & Equipment	-	792	0.0%	5,242	8,708	60.2%	9,500	55.2%
541.630 · Capital Improvements								
541.632 · Parks & Landscaping	-	2,500	0.0%	3,172	27,500	11.5%	30,000	10.6%
541.635 · Town Hall	3,200	833	384.0%	10,741	9,167	117.2%	10,000	107.4%
541.63R · Road & Bridge Improvements	-	7,500	0.0%	24,137	82,500	29.3%	90,000	26.8%
541.675 · Stormwater Improvements								
541.67G · Grant-matched Projects	7,002	3,125	224.1%	21,766	34,375	63.3%	37,500	58.0%
541.67N · Non-Grant Projects	-	2,917	0.0%	30,201	32,083	94.1%	35,000	86.3%
Total 541.675 · Stormwater Improvements	7,002	6,042	115.9%	51,968	66,458	78.2%	72,500	71.7%
Total 541.630 · Capital Improvements	10,202	16,875	60.5%	90,017	185,625	48.5%	202,500	44.5%
Total NR · Capital & Nonrecurring Expenses	10,202	17,667	57.7%	95,259	194,333	49.0%	212,000	44.9%
Net Operating Income (Revenues Over Expenses)	(49,733)	(103,988)	47.8%	430,361	72,685	592.1%	(29,791)	(1,444.6%)
Transfer from (to) Reserves	49,733	103,988	47.8%	(430,361)	(72,685)	592.1%	29,791	-1444.6%
Revenues over (under) Expenditures	-	-	n/a	-	-	n/a	(0)	n/a

Town of Sewall's Point
Financial Statement
Balance Sheet Prev. YTD Comparison
As of Aug 31, 2016

	<i>unaudited</i>	<i>unaudited</i>		
	8/31/2016	7/31/2015	\$ Change	% Change
ASSETS				
Current Assets				
Total Cash Accounts	697,010	427,667	269,343	63.0%
Total Investment Accounts	2,234,966	2,224,024	10,943	0.5%
Total Cash & Investments	2,931,977	2,651,691	280,286	10.6%
Total Other Current Assets	74,012	67,062	6,950	10.4%
Total Current Assets	74,012	67,062	6,950	10.4%
Capital Assets				
161.91/.92 Land and Improvements	681,019	681,019	-	0.0%
161.94 · Roads & Walkways	1,624,183	1,624,183	-	0.0%
162.91 · Building - Town Hall	411,010	411,010	-	0.0%
164.91 · Street Lights	140,590	140,590	-	0.0%
164.92 · Landscaping	44,930	44,930	-	0.0%
165.000 · Construction In Progress	11,907	11,907	-	0.0%
166.91 · Police Cars & Equipment	370,554	370,554	-	0.0%
166.912 · Truck - Building Dept.	40,727	40,727	-	0.0%
166.92/.93 · Equipment, Furniture & Fixtures	86,074	86,074	-	0.0%
Less Dep. & Invest.in Capital Assets	(3,410,994)	(3,410,994)	-	0.0%
Total Capital Assets	-	-	-	0.0%
TOTAL ASSETS	3,005,989	2,718,753	287,236	10.6%
LIABILITIES & EQUITY				
Total Accounts Payable & Accrued Expenses				
207.000 · Technology/Processing Fee	1,500	28,850	(27,350)	-94.8%
208.001 · State Fees Payable	1,116	435	682	156.9%
209.000 · Martin Cty Impact Fees Payable	5,809	2,459	3,350	136.2%
217.00 · Payroll Liabilities	29,967	9,989	19,978	200.0%
217.00 · Payroll Liabilities	589	-	589	100.0%
Total Current Liabilities	38,981	41,732	(2,751)	-6.6%
Total Long Term Liabilities	-	-	-	0.0%
Total Liabilities	38,981	41,732	(2,751)	-6.6%
Equity				
Designated for Special Projects				
247.030 · Reserve for Prepaid Insurance	17,000	5,367	11,633	216.8%
247.05 · Reserve - Infrastructure	-	62,500	(62,500)	-100.0%
247.06 · Reserve - Vehicle Replacement	-	1,885	(1,885)	-100.0%
247.32 · Disaster Reserve	1,000,000	-	1,000,000	100.0%
247.33 · Operating Reserve	500,000	-	500,000	100.0%
247.32 · Hurricane Reserve	-	1,500,000	(1,500,000)	-100.0%
Total Designated for Special Projects	1,517,000	1,569,751	(52,751)	-3.4%
Unrestricted and Retained Earnings	1,019,647	1,045,014	(25,367)	-2.4%
YTD Revenues/Transfer from Reserves	430,361	62,256	368,105	591.3%
Total Equity	2,967,008	2,677,021	289,987	10.8%
TOTAL LIABILITIES & EQUITY	3,005,989	2,718,753	287,236	10.6%

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
Building Reports
Town Commission Meeting, October 25, 2016

Staff recommends acceptance of the attached building reports.

John Adams, Building Official, Activities - September 2016

User	Activity Type	Completed Activities
John Adams	Plan Review	61
John Adams	Online Document Upload	21
John Adams	Final A/C Inspection	11
John Adams	Tree Permit Inspection	6
John Adams	Online Message	5
John Adams	Final Roof Inspection	3
John Adams	Final Screen Enclosure Inspection	3
John Adams	Framing Inspection	3
John Adams	A/C Rough In Inspection	2
John Adams	Electrical Rough-in Inspection	2
John Adams	Final Driveway Inspection	2
John Adams	Final Electrical Inspection	2
John Adams	Gas Rough-in Inspection	2
John Adams	Online Inspection Rescheduled Notice	2
John Adams	Plumbing Rough-in Inspection	2
John Adams	Roof Dry-in Inspection	2
John Adams	Window & Door Bucks Inspection	2
John Adams	Window/Door Attachment Inspection	2
John Adams	Columns and beams Inspection	1
John Adams	Deck Final Inspection	1
John Adams	Final Deck Inspection	1
John Adams	Final Demolition Inspection	1
John Adams	Final Fence Inspection	1
John Adams	Final Gas Inspection	1
John Adams	Final Pool Barrier Inspection	1
John Adams	Insulation Inspection	1
John Adams	Pictures and Roof Repair Final Inspection	1
John Adams	Pool Piping & Light Niche Inspection	1
John Adams	Pre-Pour Spa/Pool Deck & Bonding Grid Inspection	1
John Adams	Roof Final Inspection	1
John Adams	Roof Sheathing Inspection	1
John Adams	Spa/Pool Piping Inspection	1
John Adams	Stem Wall Footer Inspection	1
John Adams	Subsiding Inspection	1
John Adams	Tie-beam Inspection	1
John Adams	Underground Electric Inspection	1
John Adams	Underground Plumbing Inspection	1
John Adams	Underground Tank and Line Inspection	1
John Adams	Window/Door Final Inspection	1
John Adams	Total Completed	154

Shari Canada, Administrative Assistant, Activites - September 2016

User	Activity Type	Completed Activities
Shari Canada	Issue Permit	52
Shari Canada	Online Permit Application	40
Shari Canada	Online Payment Received	29
Shari Canada	Online Document Upload	22
Shari Canada	Online Message	11
Shari Canada	Activity Completed	5
Shari Canada	Total Completed	159

Plan Review By Type - September 2016

User	Activity Type	Type of Work	Completed Activities
John Adams	Plan Review	A/C Change-out	16
John Adams	Plan Review		7
John Adams	Plan Review	Window/Door replacement	5
John Adams	Plan Review	Re-roof	4
John Adams	Plan Review	Addition/Remodel	3
John Adams	Plan Review	Fence	3
John Adams	Plan Review	Misc. Structure	3
John Adams	Plan Review	Roof Repair	3
John Adams	Plan Review	Dock	2
John Adams	Plan Review	Dock with Boatlift	2
John Adams	Plan Review	Garage Door	2
John Adams	Plan Review	Gas Tank w/line	2
John Adams	Plan Review	Siding	2
John Adams	Plan Review	Driveway (Paver)	1
John Adams	Plan Review	Electrical	1
John Adams	Plan Review	FEMA Elevation	1
John Adams	Plan Review	Generator w/slab	1
John Adams	Plan Review	Retaining wall/seawall (concrete/masonry/sheet pile w/cap)	1
John Adams	Plan Review	Screen Enclosure (existing slab)	1
John Adams	Plan Review	Wood Deck	1
John Adams		Total Completed	61

TOWN OF SEWALL'S POINT



PAMELA MAC'KIE WALKER
Town Manager

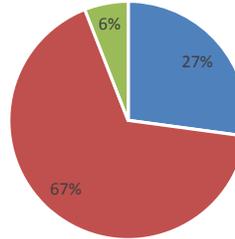
TO: Town of Sewall's Point Commission
FROM: Pamela Mac'Kie Walker, Town Manager
SUBJECT: Agenda Item 3
Police Reports
Town Commission Meeting, October 25, 2016

Staff recommends acceptance of the attached police reports.

SEWALL'S POINT POLICE DEPARTMENT ACTIVITY - SEPTEMBER 2016

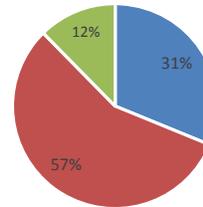
Activity	Current Month	YTD
Law Enforcement		
Assault	0	0
Assist Other Jurisdiction	8	136
Battery	0	1
Burglary of Residence/Business	0	1
Burglary of Vehicle	0	3
Burglary of Boat	0	0
CCF - Carrying Concealed Firearm	0	0
CCW - Carrying Concealed Weapon	0	0
Child Abuse/Endangerment	0	1
Criminal Mischief (Vandalism)	0	6
Death Investigations	0	1
Disturbance	0	24
Dog Bite	2	3
Domestic	0	3
Driver's License Viol. - Criminal Total	1	8
<i>Expired Drivers License (over 6 mos.)</i>	0	0
<i>DWLS with Knowledge</i>	1	4
<i>No Valid DL (never had one)</i>	0	4
<i>Violation of DL Restriction</i>	0	0
Drug Possession - Misdemeanor	0	6
Drug Possession - Felony	0	0
Drug Paraphernalia	0	5
DUI	0	0
Fireworks	0	7
Fraud	0	4
Harassment	1	3
Identity Theft	1	5
Juvenile Related Incident	0	5
Lewd Behavior	0	1
Littering	0	1
Mentally Ill/Baler Act	0	1
Missing Person	1	1
Reckless Vehicle Complaint	1	23
Registration (Vehicle) Related Offenses - Total	1	1
<i>Attaching Unassigned Tag</i>	0	0
<i>Registration Expired + 6 mo. Prev. cited</i>	0	0
<i>Unlawful Use of a Temporary Tag</i>	0	0
<i>Unregistered Motor Vehicle</i>	1	1
Resisting Arrest w/o violence	0	0
Resisting Arrest w/violence	0	0
Sex Crime	0	0
Shoplifting	0	0
Stolen Tag/Decal	0	0
Stolen Vehicle	0	0
Stolen Vehicle Recovery	0	0
Suicide/Threat	0	0
Neighbor Trouble	0	5
Suspicious Boat	0	0
Suspicious Incident	1	34
Suspicious Person	3	37
Suspicious Vehicle	7	84
Theft - Grand	0	2
Theft - Petty	0	1
Traffic Crash	1	19
Traffic Crash - Hit and Run	0	2
Traffic Stops - Total	119	1050
<i>Traffic Stops - Verbal Warning</i>	55	511
<i>Traffic Stops - Written Warning</i>	10	56
<i>Traffic Stops - Citation Issued</i>	54	483
Trespassing	4	20
Unwanted Guest	0	0
Warrant Arrests	0	4
Worthless Checks	0	0
Total Law Enforcement	151	1508

SEWALL'S POINT POLICE DEPARTMENT ACTIVITY - SEPTEMBER 2016 Current Month



■ Total Law Enforcement ■ Total Community Policing ■ Total Code Enforcement

SEWALL'S POINT POLICE DEPARTMENT ACTIVITY - SEPTEMBER 2016 YTD



■ Total Law Enforcement ■ Total Community Policing ■ Total Code Enforcement

Community Policing		
Alarms	24	165
Animal Complaints (Non-dog related)	1	6
Animal Control Assist	3	29
Assist Fire Rescue	6	21
Assist Medical	4	66
Assist Citizen	0	6
Assist Traffic	0	8
Buses Followed	86	570
Child Custody Dispute	0	1
Civil Matters	0	13
Crime Prevention Notice	1	45
DCF Assist	0	0
<i>Child Abuse/Endangerment</i>	0	0
<i>Elder/Dev. Disabled Adult Neglect/Abuse</i>	0	0
Disabled Vehicle	12	55
Domestic Standby	0	4
Extra Patrol (by request)	139	667
Found Property	0	19
Lost Property	1	7
Open Door	2	108
Police Service Call	17	205
Road Blocl	6	36
Unresponsive 9-1-1	5	8
Vacant House Checks	66	685
Welfare Checl	0	7
Total Community Policing	373	2731
Code Enforcement		
Code Violation Follow-up/Attempt to serve	11	90
Code Violation - Boat	1	34
<i>Hang Tag</i>	0	13
<i>Written Warning</i>	0	2
<i>Verbal Warning</i>	0	18
<i>Notice of Violation</i>	1	1
Code Violation - Debris	5	48
<i>Hang Tag</i>	0	23
<i>Written Warning</i>	0	2
<i>Verbal Warning</i>	5	23
<i>Notice of Violation</i>	0	0
Code Violation - Dog/Cat	0	24
<i>Hang Tag</i>	0	0
<i>Written Warning</i>	0	3
<i>Verbal Warning</i>	0	21
<i>Notice of Violation</i>	0	0
Code Violation - Noise	0	0
<i>Hang Tag</i>	0	0
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	0
<i>Notice of Violation</i>	0	0
Code Violation - Parling	1	115
<i>Hang Tag</i>	1	98
<i>Written Warning</i>	0	1
<i>Verbal Warning</i>	0	13
<i>Notice of Violation</i>	0	3
Code Violation - Signs	4	77
<i>Hang Tag</i>	0	1
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	13
<i>Notice of Violation</i>	4	0
<i>Removed</i>	0	51
<i>Moved Back</i>	4	12
Code Violation - Soliciting	0	6
<i>Hang Tag</i>	0	0
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	6
<i>Notice of Violation</i>	0	0
Code Violation- Trailer	5	45
<i>Hang Tag</i>	2	31
<i>Written Warning</i>	0	1
<i>Verbal Warning</i>	3	23

<i>Notice of Violation</i>	0	0
Code Violation - Trucl	0	3
<i>Hang Tag</i>	0	2
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	1
<i>Notice of Violation</i>	0	0
Code Violation - Worl Hours	6	129
<i>Hang Tag</i>	0	0
<i>Written Warning</i>	0	1
<i>Verbal Warning</i>	6	127
<i>Notice of Violation</i>	0	1
Code Violation - Other	0	12
<i>Hang Tag</i>	0	6
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	6
<i>Notice of Violation</i>	0	0
Code Violation - Tree Violation	0	1
<i>Hang Tag</i>	0	0
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	1
<i>Notice of Violation</i>	0	0
Code Violation - Prop Main STD	0	14
<i>Hang Tag</i>	0	10
<i>Written Warning</i>	0	0
<i>Verbal Warning</i>	0	4
<i>Notice of Violation</i>	0	0
Illegal Dumping	0	1
Total Code Enforcement	33	599

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 4
Swearing-in of Officer Alicia Polega
Town Commission Meeting, October 25, 2016

Background: Chief of Police Tina Ciechanowski will swear-in Officer Alicia Polega.

Recommendation: Please join me in welcoming Officer Alicia Polega to the Town of Sewall's Point.

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
Regatta Agreement for Bridge Closure
Town Commission Meeting, October 25, 2016

Background: In preparation for the permitting associated with the 2017 Sailfish Regatta, the event organizers are seeking a statement of support for the Stuart Causeway closure required by the event. This is the sixth (6th) year of the event; staff reports no issues with its operation.

A letter of no objection to the bridge closure is requested in support of the permit applications being submitted for the Event. A brief description of the permits required was provided by the Promoter:

- a. **Florida Department of Transportation (FDOT)**– Upon providing resolutions of support from Martin County, Martin County Sheriff's Office, and the **Town of Sewall's Point**, the permit application is submitted to Martin County Engineering and processed by FDOT's Ft. Pierce office. Following review, the FDOT will issue the permit to Martin County. The Sherriff's department creates the traffic management plan each year and the submittal to the County's Traffic Engineer includes the detour layout, warning signage and appropriate barricades and safety measures.
- b. **United States Coast Guard (USCG)** – The USCG is the federal umbrella agency who addresses navigational issues and also consults with US Fish & Wildlife and other agencies regarding potential environmental impacts of the event. A meeting has been requested to discuss the timeline of the permit to avoid delays experienced in 2015. There is no action required by either the Town of Sewall's Point or Martin County in conjunction with this permit application.
- c. **Martin County Parks & Recreation** – The process for this permit involves meeting with Parks and Recreation Department staff and providing various responses as part of their permit process to secure the boat launch and associated area near the race site and pits area. A fee is paid for the rental of the park and provide letters of approval from Martin County Sherriff's Office and Fire Rescue, as well as the resolution of no objection from the **Town of Sewall's Point**.
- d. **Martin County Airport Authority** – A user agreement is signed and approved by the County Commission, typically as a consent agenda item, for use of the county airport as parking for the weekend. Since this is the 6 th year of the Regatta at this site under the current Regatta leadership, the Promoter plans again to use the airport for parking and have made arrangements for buses to transport spectators to and from the regatta.

In addition to these permit requirements, staff has prepared a Special Event Agreement (attached) that conditions the Town's letter of no objection to the bridge closure on the following requirements:

- a. Event Promoter to provide mailed notice of the bridge closure to every resident;
- b. No parking is permitted on Town Property or Town Rights-of-Way;
- c. Any additional security or traffic management required by the Chief of Police will be paid for by Promoter up to \$1,900;
- d. Any additional Event clean-up required will be paid for by the Promoter up to \$1,000;
- e. The Event Promoter will meet with the Chief of Police one week before the event to coordinate final Event plans; and
- f. The Town will be indemnified and named as additional insured in adequate liability insurance policies.

Recommendation: Staff recommends that the Commission adopt the Resolution No. 840 supporting the bridge closure request and authorizing the Town Manager to enter into the attached Special Event Agreement with Stuart Sailfish Regatta, Inc.

RESOLUTION NO. 840

A RESOLUTION OF THE SEWALL'S POINT TOWN COMMISSION SUPPORTING THE CLOSURE OF THE STUART CAUSEWAY DURING THE STUART SAILFISH REGATTA

WHEREAS, the Town Commission of the Town of Sewall's Point supports the promotion of tourism in Martin County; and

WHEREAS, the Stuart Sailfish Regatta hydroplane boat race, which will promote tourism centered around the Indian River Lagoon waterways, has requested closure of the Stuart Causeway during the event for a spectator viewing area; and

WHEREAS, the Stuart Sailfish Regatta will provide excellent recreational and spectator opportunities for the Town of Sewall's Point and Martin County visitors and residents as well as generate a positive economic impact on area businesses and the community;

NOW THEREFORE be it resolved by the Town Commission of the Town of Sewall's Point that the Town Manager is directed to execute the Special Event Agreement with Stuart Sailfish Regatta, Inc. attached hereto as Exhibit A; and

FURTHER, that based on said Agreement, the Town of Sewall's Point advises the Florida Department of Transportation that the Town supports the closure of the Stuart Causeway for the Stuart Sailfish Regatta from 7:00 p.m. on _____, 2017, through 9:00 p.m. on _____, 2017, and request that FDOT allow closure requested to facilitate the event.

DULY ADOPTED at a regular meeting this 25th day of October, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

E. Dan Morris, Mayor

ATTEST:

Lakisha Q. Burch, Town Clerk
(TOWN SEAL)

Glen J. Torcivia, Town Attorney
Florida Bar No. 343374
Approved as to form and legal sufficiency

**EXHIBIT A TO
RESOLUTION 840**

SPECIAL EVENT AGREEMENT

This Special Event Agreement (“Agreement”) is made and entered into as of this 25th day of October, 2016, by and between the TOWN OF SEWALL’S POINT (“Town”), a Florida municipal corporation, with its Town Hall located at One South Sewall’s Point Road, Sewall’s Point, FL, 34996 and STUART SAILFISH REGATTA, INC. (“Promoter”), a Florida Non-Profit Corporation, with a principal place of business at 555 Northeast Ocean Boulevard, Stuart, FL 34996.

WHEREAS, Promoter desires to hold the Stuart Sailfish Regatta (“Event”) from _____ through _____, 2017 in the unincorporated area of Martin County, Florida, and adjacent to the Town, which may impact public property and rights of way of the Town: and

WHEREAS, on October 25, 2016, the Town Commission adopted Resolution 840 (“Resolution”) approving the closure of the Stuart causeway for support of the Event in consideration of the terms and conditions set out in this Special Event Agreement; and

WHEREAS, Promoter desires to work with Town to ensure the Event is planned in cooperation with the Town, so as to cause minimal disruption to the Town’s residents relating to traffic, parking, noise, waste, security and other matters affecting the health, safety and welfare of Town residents, as provided in this Agreement; and

WHEREAS, Promoter represents and warrants to the Town that it has the personnel, resources and experience to provide the services specified herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals:** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.
2. **Event Permits:** A copy of permits from the following agencies will be provided to the Town Manager upon issuance:
 - a. **Florida Department of Transportation (FDOT)**
 - b. **United States Coast Guard (USCG)**
 - c. **Martin County Parks & Recreation**
 - d. **Martin County Airport Authority**
3. **Resident Notification:** On or before the ____ day of _____, 2017, Promoter agrees to mail to each household located within the Town of Sewall’s Point a postcard or letter, approved by the Town Manager, providing the dates and time of the events and such other information as Promoter deems appropriate, including the times of closure of the Ernest Lyons Bridge. The Town Manager shall review the postcard or letter and respond to the Promoter within five (5) business days of receipt from the Promoter. The Town Manager’s failure to respond to Promoter with his approval or request for modification on or before said date will

be deemed Town Manager's approval of same. Promoter shall mail said postcard or letter to the last known address of record by the Martin County Property Appraiser and Promoter shall provide the Town an affidavit confirming such mailing has taken place.

4. **Coordination of Traffic & Security Plans:** Not later than one (1) week before the Event, Promoter shall meet with the Town Manager and Chief of Police to finalize implementation of Event plans, including without limitation the following:
 - a. **Traffic and Parking:** Promoter will coordinate and communicate with the Chief of Police regarding traffic and parking plans associated with the Event. Promoter agrees and acknowledges that there shall be no Event parking on Town Property or on the rights-of-way of the Town. Promoter shall provide twelve (12) 'No Parking' signs for the Town's use during the Event.
 - b. **Security:** If deemed necessary by the Chief of Police, Promoter shall pay the Town for overtime costs of Town police providing additional security for areas of the Town affected by the Event up to a maximum of \$1,900 to be paid within ten (10) business days of the date on the Town's invoice; and Promoter shall provide private security to the Indialucie subdivision at its two entranceways on North River Road and North Sewall's Point Road from _____ to _____, 2017 between the hours of 8 a.m. and 5 p.m. each day.
5. **Waste Disposal/Cleanup:** Promoter shall remove all Event-related waste and debris located in the Town within forty-eight (48) hours of the conclusion of the Event. Should Promoter fail to fully fulfill this responsibility, Promoter shall reimburse the Town for any costs incurred in the removal of out-of-the-ordinary waste and debris found on or after said 48 hour period, which the Town, in its reasonable discretion has reason to believe is associated with the Event, up to a maximum of \$1,000.00. Promoter shall make said payment within ten (10) business days of the date on the Town's detailed invoice, to the Town Manager's office.
6. **Insurance and Indemnification:** Promoter shall, at its sole cost and expense, maintain liability, property damage and other insurance it deems necessary to cover the Event with liability limits in amounts sufficient to ensure performance by the Promoter of all of the indemnities granted to the Town under this Agreement. Promoter shall also name the Town as an additional insured on its Event insurance policies, including, but not limited to, its general liability insurance policy for Event. Prior to the Event, the Promoter shall deliver to the Town certificates of insurance which the Promoter is required to purchase and maintain for the Event. The Promoter understands that the insurance and the insurance limits required for the Event shall not be deemed as a limitation on the Promoter's liability under the indemnities granted to the Town under this Agreement. The Promoter agrees to waive any rights of recovery or claims against the Town to the extent the loss at issue is covered by Promoter's insurance for the Event. The Promoter shall cause its insurance carriers to waive their respective rights of subrogation with respect to the same.

Promoter shall indemnify, hold harmless and defend the Town, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, and all court and dispute resolution costs (including any appeals), which may arise out of the Event or which may arise directly or indirectly due to the negligence, recklessness, wrongful misconduct, or other fault, in whole or in part, of the Promoter, its officers, agents or employees. Promoter recognizes the broad nature of this indemnification covenant and

expressly acknowledges the receipt of such good and valuable consideration provided by the Town in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements shall not relieve the Promoter of its liability and obligation to defend, hold harmless and indemnify the Town as set forth in this section or elsewhere in this Agreement. Nothing in the Agreement shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in sec, 768.28, Fla. Stat.

7. **Relationship of Parties:** Nothing in this Agreement shall create any relationship between the parties hereto other than that of Town and Promoter, and it is acknowledged and agreed that the Town does not in any way or for any purpose become a partner of the Promoter in the conduct of its business, or a joint-venturer or a member of a joint or common enterprise with the Organization.
8. **Disclaimer:** Under no circumstances is the Town responsible for any of the contents, actions, or services associated with the Promoter or its activities and programs.
9. **Waiver:** No delay or omission of the exercise of any right of the Town or any waiver of any breach or violation of the Promoter by the Town under this Agreement shall be construed as a continuing waiver of consent to any subsequent breach or violation.
10. **Entire Agreement:** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
11. **Modification of Agreement:** Any modification of this Agreement shall be binding only if evidenced in writing signed by the Promoter and approved by the Town.
12. **Assignments; Binding Effect:** This Agreement shall not be assigned by Promoter unless prior written approval is granted by the Town.
13. **Severability:** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and Promoter, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
14. **Applicable Law and Forum Selection:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action under this Agreement, venue shall be in Martin County, Florida.
15. **Waiver of Right to Jury Trial:** PROMOTER AND TOWN HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.
16. **Time of the Essence:** It is specifically declared that time is of the essence in all provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the date first above written.

STUART SAILFISH REGATTA, INC.

By: _____

Printed Name: _____

Title: _____

TOWN OF SEWALL'S POINT

By: _____

Pamela Mac'Kie Walker, Town Manager

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
Budget Amendments for Building Official
Town Commission Meeting, October 25, 2016

Background: Since the beginning of fiscal year 2015, we have been anticipating the retirement of the Town's Building Official, John Adams. In preparation for that change, we have received resumes and inquiries from interested parties, with John working closely with me to review applicants. John had identified an individual whom he had hoped would replace him, but that person has deferred.

We have identified three viable options for John's replacement, but one applicant stands out as the best option. An experienced Certified Building Official with all necessary licenses and experience, this individual has worked for municipal, school district and county governments and as a general contractor. He has excellent references, but does lack experience in zoning reviews and flood plain management (as did John Adams when hired by the Town). It is unlikely that any building official will come to us with that knowledge base, since most local governments are large enough to separate those duties. Like John, most new hires will require training in those areas. I am satisfied that this applicant would be a successful Building Official for the Town and an effective member of the team.

However, John has now indicated a desire to remain employed as the Building Official for an additional year. While I am happy with the applicant under consideration, it would be foolish to refuse an offer by the Town's experienced Building Official. Funds are available in the Human Resources budget since retaining John will eliminate the need to pay health insurance benefits for his replacement. In accordance with your direction that you approve salaries for Town Hall employees, we have prepared the attached budget amendment to transfer the additional salary from the health insurance budget to Building Official salary.

Recommendation: Staff recommends that the Commission adopt the attached Budget Amendment Resolution reducing Health Insurance benefits by \$13,000 and increasing Building Official Salary by that amount, effective as of October 1, 2016.

RESOLUTION NO. 841

**A RESOLUTION OF THE TOWN OF SEWALL'S POINT,
FLORIDA, AUTHORIZING THE PROPOSED BUDGET
AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town of Sewall's Point, Florida, on October 25, 2016, held a Regular Meeting of the Town Commission as required by Florida Statutes 166.241; and

WHEREAS, the Town of Sewall's Point, Florida, desires to authorize a budget amendment as follows:

- appropriate \$13,000 to account 524.12, from account 519.23

NOW THEREFORE, BE IT RESOLVED by the Town of Sewall's Point, Florida that:

Section 1. The Budget Amendment described in the recitals above is hereby authorized.

Section 2. The Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a regular meeting this 25th day of October, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

Dan Morris, Mayor

ATTEST:

Lakisha Q. Burch, Town Clerk

Glen J. Torcivia, Town Attorney
Florida Bar No. 343374
Approved as to form and legal sufficiency

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 7
Budget Amendment
Town Commission Meeting, October 25, 2016

Background: The Town's operating budget includes expenses for fuel and oil to operate vehicles, and for electricity and water to run town facilities. While total operating budget expenditures for 2016 are below the budgeted amount, the expenses for water are higher than budgeted and the expenses for fuel and oil are lower. Because the sub-budgets under Operating Expenses are approved by the Commission as part of the budget process, an amendment is needed to move funds from the under-utilized fuel and oil budget to cover the deficiency in the water budget as follows:

- \$11,000 from fuel and oil (519.52)
- \$11,000 to utilities (519.43)

In addition, certain capital projects budgeted for FY 2016 that have commenced but not completed should be carried forward to FY 2017:

- \$26,000 for A1A Landscaping (541.632),
- \$45,000 for roadway repair (541.63R), and
- \$15,000 for stormwater improvements (541.1675).

Recommendation: Staff recommends that the Commission adopt the attached Budget Amendment Resolution.

RESOLUTION NO. 842

**A RESOLUTION OF THE TOWN OF SEWALL'S POINT,
FLORIDA, AUTHORIZING THE PROPOSED BUDGET
AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town of Sewall's Point, Florida, on October 25, 2016, held a Regular Meeting of the Town Commission as required by Florida Statutes 166.241; and

WHEREAS, the Town of Sewall's Point, Florida, desires to authorize a budget amendment as follows:

- appropriate \$11,000 to account 519.43, from account 521.52
- carryforward the following: \$26,000 account 541.632, \$45,000 account 541.63R, and \$15,000 account 541.1675

NOW THEREFORE, BE IT RESOLVED by the Town of Sewall's Point, Florida that:

Section 1. The Budget Amendment described in the recitals above is hereby authorized.

Section 2. The Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a regular meeting this 25th day of October, 2016.

TOWN OF SEWALL'S POINT, FLORIDA

Dan Morris, Mayor

ATTEST:

Lakisha Q. Burch, Town Clerk

Glen J. Torcivia, Town Attorney
Florida Bar No. 343374
Approved as to form and legal sufficiency

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 10
Property Rental
Town Commission Meeting, October 25, 2016

Attached is a report outline the process and the current status of rental properties within the Town.

TOWN OF SEWALL'S POINT



TO: Pamela Mac'Kie Walker, Town Manager
FROM: Shari Canada, Administrative Assistant
SUBJECT: Property Rental Report

This report will provide an outline of the process and an update regarding the current status of rental properties in the Town. A written standard operating procedure regarding property rentals has been established.

During the month of August, all property rental files were reviewed and property owner information verified via the Martin County Property Appraiser's Office website. The property were the owner information has changed have been color code on the spreadsheet. On September 1, 2016, 38 letter regarding renewal of rental of dwelling permit were sent. So far, 17 permits have been renewed and 3 have advised they are no longer renting the dwelling. The remaining 18 permits expired on September 30, 2016 and have until October 30, 2016 to renew before a penalty fee is applied.

As for properties that are offered for rent or rented and have not applied for and received a permit for the Town. These properties are discovered one of two ways: 1) reported from a member of the public, or 2) monthly search of the following websites Zillow rentals, Rentals.com, Homes.com/rent and Realtor.com/rentals. Any properties reported by the public are investigated and verified as rentals. Once verified and all properties found through the property rental sites above are sent a letter via certified mail advising that a rental of dwelling permit is required and includes the permit application and a copy of ordinance 369. If within 10 days no reply is received a second letter is sent via certified mail advising failure to comply with ordinance 369 will result in code enforcement action by the Town. If no response is received within 10 days of the second letter a Code Enforcement warning is posted at the subject property. If there is no response within 14 days to the Code Enforcement warning, the subject property is posted with a code enforcement violation and scheduled for next code enforcement hearing. At conclusion of code enforcement hearing a certified letter is sent to property owner and the subject property is posted with results of the Code Enforcement hearing. Currently, there are four properties that have been sent a letter.

Copies of the property rental spreadsheet, permit application, notice of tenant, notice of change to local contact, permit rental renewal letter, first letter to property owner regarding failure to apply for permit, and second letter to property owner regarding failure to apply for permit are attached.

Town of Sewall's Point Rental of Dwelling Permit Application

Instructions: Please fill out this application completely. Incomplete applications will not be processed. If there is more than one owner of the property, the application must be completed by all owners.

Owner's Name:			Co-Owner(s) Name:		
Address:			Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:
Home Phone:	Cell Phone:	E-Mail Address:	Home Phone:	Cell Phone:	E-Mail Address:
Physical address of the dwelling offered as a rental:					

Local Responsible Party Contact Information –This party is designated to receive any notices required by this ordinance. This party must be available for contact twenty-four (24) hours a day, seven (7) days a week via the phone number(s) provided.

Local Party Contact:		Address:	
Home Phone:	Cell Phone:	E-Mail Address:	
Alternate Local Party Contact:		Address:	
Home Phone:	Cell Phone:	E-Mail Address:	

PROOF OF CURRENT OWNERSHIP OF THE DWELLING MUST BE ATTACHED TO THIS APPLICATION

I (We), _____, the owner(s) of the rental property, located at _____ are responsible for ensuring the rental is maintained in compliance with all Town codes and that all occupants shall adhere to Town codes. I further understand that failure to maintain the rental property in compliance with the Town Codes may result in an enforcement action against me (us), the owner(s) before the Special Magistrate or Code Enforcement Board or by any other means available to the Town, including but not limited to a fine, and a lien upon the rental property or any other real property belonging to the owners located within the Town. I (We) understand that the single-family dwelling shall be rented only to one family as defined by the Town Code. Each lease or other rental agreement entered into for the permitted rental dwelling shall include language in the lease, on an addendum, or on another document signed by the parties to the lease agreement in substantially the same format as follows:

1. *"The rental of this dwelling is being made only to one family, defined by the Code of Ordinances of the Town of Sewall's Point, Sec. 14-163 as: one (1) or more natural persons related by blood, adoption, marriage, or guardianship, living and cooking together as a single housekeeping unit, exclusive of household servants, but not exceeding two (2) adult natural persons living and cooking together as a single housekeeping unit though not related by blood, adoption, marriage, or guardianship. A 'person' as defined in the context of a family includes any natural adult person as well as his or her spouse, children, foster children placed in a lawful foster family home, as well as any dependents of an adult occupant who are related to that occupant by blood, marriage, adoption or guardianship. Temporary gratuitous guests shall also be included in the definition of a family."*
2. *"This lease is subject to the existence of a valid rental permit for the premises, and is agreed by the parties to be a condition of continued occupancy of the dwelling by the tenant. If the rental permit issued by the Town for this dwelling is denied, suspended or revoked, tenant hereby agrees to vacate the dwelling within thirty (30) days of being given notice that said permit has been denied, suspended or revoked, unless or until the rental permit for the dwelling is reinstated by the Town of Sewall's Point."*

Town of Sewall's Point Rental of Dwelling Permit Application

I (We), the owner(s), agree to allow entry upon the subject property and inspection of the dwelling for violations of the Town Code in accordance with Sec. 14-166. This permit is not transferable. No permit issued under this ordinance shall be transferred or assigned to any person, nor may it be used by anyone other the person to whom it was issued, for any location other than the rental dwelling for which it was issued, or in any manner inconsistent with the provisions of this article. I (We) understand that it is unlawful for any person to knowingly give false or misleading information on an application for a permit required by this article. Discovery of false information shall be grounds for denial, suspension or revocation of the permit in addition to other penalties provided by law.

Town ordinance also specifies the following related to the rental of single-family dwellings;

Occupancy Limits

1. Unlawful leases. No owner, local responsible party, agent, landlord, management company, management or leasing agent, or any other person acting on behalf of an owner of a single-family dwelling shall enter into any agreement, contract, lease or sublease which provides for, permits, allows, contemplates or facilitates the occupancy of any single-family dwelling by any arrangement other than one family as defined in this ordinance. Any agreement, contract, lease or sublease which provides for, permits, allows, contemplates or facilitates such occupancy by any arrangement other than one family is unlawful and is hereby declared to be contrary to public policy and a violation of this article.
2. The occupancy of a dwelling unit by more occupants than permitted as provided for herein shall, in and of itself, be deemed to present a serious threat to the public health, safety and general welfare.
3. It shall be unlawful for any person as a lessor, tenant, lessee, occupant, landlord, sub-lessee, local responsible party or owner to violate, cause, or allow a violation of any of the provisions of this section.
4. It shall be unlawful to lease, rent, or otherwise convey possession of any dwelling, structure, or part thereof, to any person prohibited from establishing such permanent or temporary residence as set forth in Sec. 34-5 of this Code, entitled "Sexual Offender Residency Restrictions" or as set forth under State law.
5. An owner's failure to comply with the requirements of this section, either personally or by and through any local responsible party, agent, servant or employee, shall constitute a violation of this section, and may subject the owner, his or her local responsible party, agent, servant, employee, and/or any other person or entity with responsibility for the care, custody or control of the subject rental property to a revocation or denial of the permit, and to enforcement proceedings as authorized under Chapter 18 of this Code of Ordinances and Florida Statutes Chapter 162, or by any other remedy authorized by law.

Local responsible party required.

1. Whenever any residential property is required to have a rental permit under this ordinance, the owner shall designate an adult natural person to serve as the local responsible party for contact by Town officials relating to the property. The local responsible party may apply for a rental permit on behalf of the owner.
2. A rental property owner may designate himself or herself as the local responsible party under this section, provided that any owner who does so must physically reside within Martin County, Florida. Any owner who physically resides outside of Martin County, either at the time of procuring a permit or after having procured a permit, shall designate as a local responsible party an agent who physically resides within Martin County.
3. Any notice given to the designated local responsible party shall be sufficient to satisfy any requirement of notice to the owner.
4. An owner shall notify the Town Manager or designee in writing of any change in the designation of the local responsible party within ten (10) business days of such change.
5. Failure to designate, appoint or engage a local responsible party meeting the requirements of this section shall subject the owner to enforcement proceedings as authorized under Chapter 18 of this Code of Ordinances, denial or revocation of the rental permit.
6. When acting as the agent for the owner, it is the duty of the local responsible party to:
 - a. Inform all tenants and adult renters prior to their occupancy of the dwelling unit of applicable Town ordinances concerning limitations on noise, contractors, vehicle parking and other applicable Town ordinances;
 - b. Ensure that all dwellings under their control are in compliance with the occupancy limits as specified in the Town Code;
 - c. Ensure compliance with the provisions of this article, and ensure that any violations of this article or other Town Code shall be promptly remedied; and
 - d. Be available with full authority to appropriately respond to any issue that may arise in connection with the dwelling twenty-four (24) hours a day, seven (7) days a week.

Both the owner and the local responsible party shall have a continuing obligation to maintain accurate information about the rental dwelling with the Town, and shall provide the above information and any updates or corrections to said information to the Town during the term of the permit as that new information becomes known or available.

Town of Sewall's Point Rental of Dwelling Permit Application

Occupant lists in rental dwellings.

The owner or local property shall within ten (10) days of the effective date of any lease agreement provide to the Town a complete Notice of Tenant form and a copy of the lease agreement. Additionally, the owner and the local responsible party shall maintain and produce upon request a list of all authorized persons permitted to occupy the dwelling unit as their living quarters. Such list shall be made available and provided to the Town Manager or designee immediately upon request for the purposes of any inspection or investigation conducted under the provisions of this article.

Owner-occupied dwellings with rooms for rent; prohibition of short-term rentals.

A residential rental permit is required by any owner who occupies a single-family dwelling and who also rents space in that dwelling to any unrelated, natural person(s) for the purpose of occupying the whole or part of a dwelling as a separate housekeeping unit; provided that no owner, either directly or through a local responsible party, agent, employee or any other person, may enter into a short-term rental, or permit a short-term tenant to occupy any portion of a single-family dwelling within the Town.

Submission of information required upon rental of dwelling.

Within ten (10) days from the effective date of any lease agreement involving any rental dwelling within the Town, the owner or the local responsible party shall provide the following documents to the Town Clerk

1. Notice of Tenant form (containing the following information)
 - A. The names of all tenants who are parties to the lease agreement;
 - B. The names of all authorized occupants of the rental premises, regardless of age;
 - C. The length or term of the lease agreement;
 - D. Telephone number(s) and email address(es) at which the leasee(s) may be contacted.
2. Copy of Lease Agreement

Complaints and Inspections.

Complaints about alleged violations of this article may be made to the designated code enforcement official. The complaint shall be documented and filed with the Town Manager or designee. Complainants may be requested to provide either a written or an oral statement of the facts giving rise to their belief that the provisions of this article are being violated.

Inspections.

1. In applying for a rental permit, the owner or local responsible party, if other than the owner, shall agree to allow inspection of the dwelling for violations of the Town Code at any reasonable time; however, this provision shall not be interpreted as authorizing the Town to conduct an inspection of a rental dwelling without first obtaining either the consent of the owner, tenant or an adult occupant of the dwelling, if any, or a warrant issued by a court of competent jurisdiction. It will be the responsibility of the owner, directly or through the local responsible party, to notify at least one (1) adult occupant of the dwelling, if any, of the Town's right to inspect under this section.
2. For purposes of conducting inspections, the word "dwelling" shall include all parts of the subject property, including, but not limited to, the exterior and interior of the dwelling, any accessory buildings and any other part of the property subject to this ordinance.
3. If there are reasonable grounds to believe that a violation of this article exists or has occurred, the Town Manager or designee is hereby authorized to make inspections of the subject premises at a reasonable time with seventy-two (72) hours notice to determine if there is a violation.
4. The notice of inspection under this section shall be sent certified mail, return receipt requested and regular U.S. mail to the name and address designated in the application for the rental permit for the premises for receipt of said notices; or, if no permit has yet been applied for, to the owners as shown on the current tax rolls. If the dwelling is occupied, a copy of the notice shall also be hand-delivered to an adult occupant of the dwelling or posted on the front door of the dwelling.
5. It shall be a violation of this article for any person to destroy, move, remove, deface or obscure any notice posted to the door of a dwelling by Town officials pursuant to the requirements of this chapter for the purpose of interfering with the proper notification to the owner, local responsible party, tenant or occupants; to interfere or cause the owner, local responsible party, tenant or occupants to fail to act or properly respond to the notice; or, to interfere with the posting of any required notice done in accordance with this section.
6. Any inspection scheduled to take place between 9:00am and 5:00pm, Monday through Saturday, shall be presumed to be scheduled at a "reasonable time".

Town of Sewall's Point Rental of Dwelling Permit Application

7. Upon refusal by any person to allow proper entry upon the property and into the dwelling for the purposes of an inspection, the Town may apply for a warrant or order from a court of competent jurisdiction for authorization to enter the dwelling to conduct said inspection.

Denial, suspension and revocation of permits.

Any permit issued pursuant to this article may be denied, revoked, or suspended by the Town for any violation of this article, other Town Ordinance, or state or federal law by the property owner, his or her agent, or the local responsible party for the rental. Such denial, revocation or suspension is in addition to any other penalty provided for herein. The Town Manager or designee may deny issuance of, suspend, or revoke, any permit(s) applied for under this article if it is determined, after a hearing authorized under chapter 18 of this Code, either that the owner, his or her agent, or local responsible party has made any material misrepresentations to any Town official about the condition of the rental property, or that the occupancy of the property is, or at any time subsequent to the issuance of the permit becomes, in excess of the permitted occupancy of a single-family dwelling as defined in the Town Code, or that the owner, his or her agent, or local responsible party has otherwise violated any other provisions of this Ordinance.

If the Town Manager or designee determines there are reasonable grounds, as set forth in subsection (a) above, to revoke, suspend or deny a permit which has been applied for or held, a written notice of that decision shall be delivered by hand-delivery or sent by certified mail, return receipt requested, and regular U.S. mail to the local responsible party. If the dwelling is occupied, a copy of the notice shall also be hand-delivered to one adult occupant, or posted on the front door of the dwelling. Such written notice shall state the grounds for revocation, suspension or denial. For revocation or suspension of a permit previously issued, such written notice shall also state that the revocation or suspension will become effective thirty (30) days from the date of the notice unless, within that thirty (30) days time, the alleged grounds for revocation or suspension are remedied in compliance with this Code as determined by the Town Manager or designee.

Anyone authorized by law to serve process, any code enforcement official, or any duly appointed law enforcement officer, may serve by hand-delivery or post any notice required by this article.

The Town Manager or designee may stay any code enforcement proceedings on revocation, suspension or denial of a permit if it is determined that the owner or the local responsible party has either complied or attempted in good faith to comply with the code alleged to have been violated. The Town Manager or designee may condition a stay on the owner's payment of, or obtaining a bond for, any costs expected to be incurred by the Town. In determining whether there has been good faith as required for such a waiver, the Town Manager or designee, may in his discretion, consider factors that include, but are not limited to, the owner or local responsible party's efforts to remedy the alleged violation, the owner's past history of violations, and the past history of code violations at the subject property.

If a rental permit is revoked or denied under this section due to a violation under this article by the owner, his or her agent, or local responsible party, the owner whose permit was revoked or denied shall not be issued another rental permit for any dwelling within the Town for a period of six (6) months after the date of revocation or denial.

The revocation, denial or suspension of any rental permit under this article may subject the owner to an assessment of costs associated with the investigation of any confirmed violation, inspection, or hearing, as well as any additional costs or penalties associated with the revocation, denial or suspension of the permit.

Failure to timely respond to a duly served notice of violation, or failure to attend any properly scheduled proceedings as provided for herein, may subject the owner to immediate revocation of the rental permit for that dwelling, as well as any associated costs or penalties incurred therewith.

The lack of any acquiescence, participation, or knowledge of a violation on the part of the owner, his or her agent, or the local responsible party shall not be a defense to the alleged violation. However, proof that the owner or local responsible party has commenced, pursued or completed the process for terminating the lease of the subject property to recover possession of the dwelling under state law, or is otherwise diligently pursuing completion of that process, or is pursuing compliance by the tenants or occupants of the dwelling, may be grounds for deferring further action on enforcement proceedings. If legal action to evict occupants or to terminate the lease is commenced, the owner, his or her agent, or the local responsible party shall diligently pursue the process to completion. If any legal action is commenced by the landlord to evict a dwelling's tenants or occupants, all pending Town proceedings or actions pertaining to the dwelling's rental permit may be abated, provided that the legal action is being diligently pursued. The owner or the local responsible party shall provide to the Town Manager copies of all documents sent to or served on the occupants or tenants informing them of such legal action, and any documents or pleadings filed with the court concerning the eviction or lease termination proceedings.

Town of Sewall's Point Notice of Tenant

Instructions: Please fill out this Notice completely. Incomplete forms will not be processed. Copy of lease must be attached.

Owner's Name:	Co-Owner(s) Name:
Address of Rental Property:	

The name of the tenant and all occupants of the subject property including the relationship among the occupants who will reside in the dwelling.

Occupants(s) Name(s):	Age	Gender	Relationship to Tenant

Contact information for the tenants/occupants

Name:	Home Phone:	Cell Phone:	E-mail Address:
Name:	Home Phone:	Cell Phone:	E-mail Address:
Name:	Home Phone:	Cell Phone:	E-mail Address:
Name:	Home Phone:	Cell Phone:	E-mail Address:

The term of the lease, including the beginning date and the ending date for the rental agreement.

Term (Length) of Lease	Beginning Date	Ending Date

Printed Name of Owner/Local Contact

Signature of Owner/Local Contact

Date

Town of Sewall's Point Notice of Change to Local Contact

Instructions: Please fill out this Notice completely. Incomplete forms will not be processed.

Owner's Name:	Co-Owner(s) Name:
Address of Rental Property:	

Local Responsible Party Contact Information –This party is designated to receive any notices required by this ordinance. This party must be available for contact twenty-four (24) hours a day, seven (7) days a week via the phone number(s) provided.

Local Party Contact:	Address:	
Home Phone:	Cell Phone:	E-Mail Address:
Alternate Local Party Contact:	Address:	
Home Phone:	Cell Phone:	E-Mail Address:

 Printed Name of Owner

 Signature of Owner

 Date

September 1, 2016

Dear Rental Property Owner:

As you know, the Town of Sewall's Point regulates the rental of homes within the town limits by requiring a permit as a condition of offering the property for rent. No property may be rented without a permit being issued by the Town. In addition, rentals must be for a term of 180 days or more; shorter terms are strictly prohibited.

The purpose of this letter is to remind you that, per Chapter 14 "Business", Article V, "Rental Dwelling Units", of the Town Code of Ordinances, your current rental permit expires on September 30, 2016. If you intend to offer the property for rent after September 30, please remit the renewal fee of \$75.00 to the Town of Sewall's Point. Failure to make this payment before October 31 may result in imposition of a late fee.

If you are no longer renting your property, we would greatly appreciate your notifying the Town in writing or by email at townhall@sewallspoint.org. If your tenants have changed since the current permit was issued, you will need to file the enclosed documents immediately.

Thank you for your cooperation and prompt attention to this matter. If you have any questions or need assistance, please do not hesitate to call or drop by Town Hall.

Sincerely,

Pamela Mac'Kie Walker
Town Manager

DAN MORRIS
Mayor

JAMES W. CAMPO, CFP
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

Date

Property Owner

Address

City, State & Zip Code

Dear Rental Property Owner

It has come to our attention that you may be seeking to lease your property in the Town of Sewall's Point. The Town Commission adopted a Rental Agreement Ordinance that requires registration of the property for lease and compliance with certain regulations as a condition of leasing your property. Additionally, the registration is required to be renewed annually.

If you intend to lease your property, it is your responsibility to comply with the provisions of the Rental Agreement Ordinance. A copy of the Rental Agreement Ordinance and Rental of Dwelling Application is attached. Please complete the application and submit it along with the \$150 fee and a copy of the lease agreement to the Town at your earliest opportunity.

Please be advised that short term rentals (less than 180 days) are not permitted under the Town Code under any circumstances.

Should you have any questions, please feel free to contact me.

Sincerely,

Pamela Mac'Kie Walker
Town Manager

PAUL LUGER
Mayor

DAN MORRIS
Vice Mayor

VINCENT N. BARILE
Commissioner

JAMES W. CAMPO, C.F.P.
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JACQUI THURLOW-LIPPISCH
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TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

JOSE TORRES
Maintenance

Date

Property Owner
Address
City, State, Zip Code

RE: Property Rental Registration (2nd Notice)

Dear Rental Property Owner

It has come to our attention that you may be seeking to lease your property in the Town of Sewall's Point. The Town Commission adopted a Rental Agreement Ordinance that requires registration of the property for lease and compliance with certain regulations as a condition of leasing your property. Additionally, the registration is required to be renewed annually.

If you intend to lease your property, it is your responsibility to comply with the provisions of the Rental Agreement Ordinance. A copy of the Rental Agreement Ordinance and Rental of Dwelling Application is attached. Please complete the application and submit it along with the \$150 fee to the Town at your earliest opportunity.

Please be advised that short term rentals (less than 180 days) are not permitted under the Town Code under any circumstances.

As this is a second notice, failure to comply with the Town's Code of Ordinances may will result in Code Enforcement action, including imposition of fines. Please take action immediately to comply with the laws of the Town.

Sincerely,

Pamela Mac'Kie Walker
Town Manager