

# TOWN OF SEWALL'S POINT

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

**Town Commission Regular Meeting  
August 13, 2024  
6:00 PM**

## I. CALL TO ORDER

- a. Pledge of Allegiance to the Flag
- b. Roll Call

## II. PROCLAMATIONS AND PRESENTATIONS

- a. Captain Henry Sewall's Day Proclamation  
[Captain Henry Sewall's Day - 2024 Proclamation.pdf](#)

## III. PUBLIC COMMENT ON NON-AGENDA ITEMS- PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING AND LIMIT YOUR COMMENTS TO THREE MINUTES. No extensions of time are permissible. If the thirty (30) minute time period has been exhausted, the Commission will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.

- a. TOSP Public Comment Guideline  
1) [TOSP Public Comment Guidelines.pdf](#)

## IV. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

## V. APPROVAL OF AGENDA

## VI. CONSENT AGENDA

- a. Building Report - July  
[Building Report - July 2024.pdf](#)
- b. Meeting Minutes  
[07 16 24 Regular Meeting Minutes Final.pdf](#)

## VII. PUBLIC HEARING - ORDINANCE - SECOND READING

## VIII. PUBLIC HEARING - ORDINANCE - FIRST READING

- a. Ordinance No. 465 - Accessory Structure Appearance Requirements
  - 1) [TM Memo - Ordinance No. 465 - Appearance of Accessory Structures.pdf](#)
  - 2) [Ordinance No. 465 - Regulating Accessory Structure Appearance.pdf](#)

### PUBLIC COMMENT

- b. Ordinance No. 466 - Regulating Use of Synthetic Turf

- 1) [TM Memo - Ordinance 466 - Use and installation of Synthetic Turf products.pdf](#)
- 2) [Ordinance No. 466 - Regulating Use of Synthetic Turf.pdf](#)

**PUBLIC COMMENT**

**IX. RESOLUTIONS**

**a. Resolution No. 974 - Request for Moratorium - Accessory Structure Permits**

- 1) [TM Memo - Resolution 974 - Moratorium on Accessory Structure Permit issuance.pdf](#)
- 2) [Memo from CBO Accessory Structures.pdf](#)
- 3) [Resolution No. 974 to Adopt Moratorium Re Permits for Accessory Structures 08.06.2024.pdf](#)

**PUBLIC COMMENT**

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

**a. Ratification of DEP Water Quality Grants - Town Manager**

- 1) [TM Memo - Ratifying Grant Applications.pdf](#)
- 2) [Water Quality Improvement Grant - PH 1 Par 4 S River Rd.pdf](#)
- 3) [Water Quality Improvement Grant - PH 2 S2S.pdf](#)
- 4) [Water Quality Improvement Grant - PH 2 SSPR.pdf](#)
- 5) [Water Quality Improvement Grant - PH 3 SSPR.pdf](#)

**PUBLIC COMMENT**

**XII. DISCUSSION**

**a. Overview of Budget**

- [PROPOSED - BUDGET IN BRIEF FY2025.pdf](#)

**PUBLIC COMMENT**

**b. 78 S Sewall's Point Road - Paulson Realty**

- [78 SSPR Offer - Paulson Realty.pdf](#)

**PUBLIC COMMENT**

**c. Code Enforcement Board Vacancy**

- 1) [Town Clerk Memo CEB 8-13-24.pdf](#)

**PUBLIC COMMENT**

**XIII. COMMISSION AND STAFF CLOSING COMMENTS**

**a. STAFF**

**b. COMMISSIONERS**

**XIV. ADJOURN**

**CIVILITY CLAUSE:** It is the policy of the Sewall's Point Town Commission that all persons addressing a town board or attending a Town board meeting shall conduct themselves in a manner that does not disrupt the orderly and efficient conduct of the meeting. Boisterous or unruly behavior; threatening or inciting an immediate breach of the peace; or use of profane, slanderous or obscene speech will not be tolerated and could result in ejection from the meeting after warning from the presiding officer. In accordance with the provisions of the Americans with Disabilities Act (ADA) this document may be requested in an alternate format. Persons in need of a special accommodation to participate in this proceeding shall, within 3 working days prior to any proceeding, contact the Town Clerk's office, One South Sewall's Point Road, Sewall's Point, Florida 34996 (772) 287-2455. If any person decides to appeal any decision made by the Town Commission with regard to any matter considered at such meeting or hearing, s/he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

# A Proclamation

## Captain Henry Sewall's Day in Sewall's Point, Florida

**Whereas**, Captain Henry Edwin Sewall came from a family of seafarers and sailed around the world several times on the Benjamin Sewall; and

**Whereas**, in 1889, Captain Sewall arrived on the peninsula to claim the Sewall's family portion of the Hanson Grant and established the Town's first Post Office on May 12, 1891, serving as Postmaster until 1915; and

**Whereas**, in 1892, Captain Sewall was among the local leaders involved in opening the St. Lucie Inlet, and continued his efforts in getting the U.S. Government to improve the depth of the access point for trades; and

**Whereas**, Captain Sewall served as a Dade County Commissioner in 1893, representing Sewall's Point, and was a state representative in the Florida Legislature from 1894 to 1895; and

**Whereas**, without the significant contributions of Captain Henry Sewall, the Town of Sewall's Point may not have existed and become the flourishing exclusive enclave it is today.

**Now, therefore**, I, John Tompeck, Mayor of the Town of Sewall's Point, Florida do hereby proclaim August 22, 2024, as Captain Henry Sewall's Day in Sewall's Point, in honor of all of his accomplishments. Dated this 13th day of August, 2024.

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**John Tompeck, Mayor**





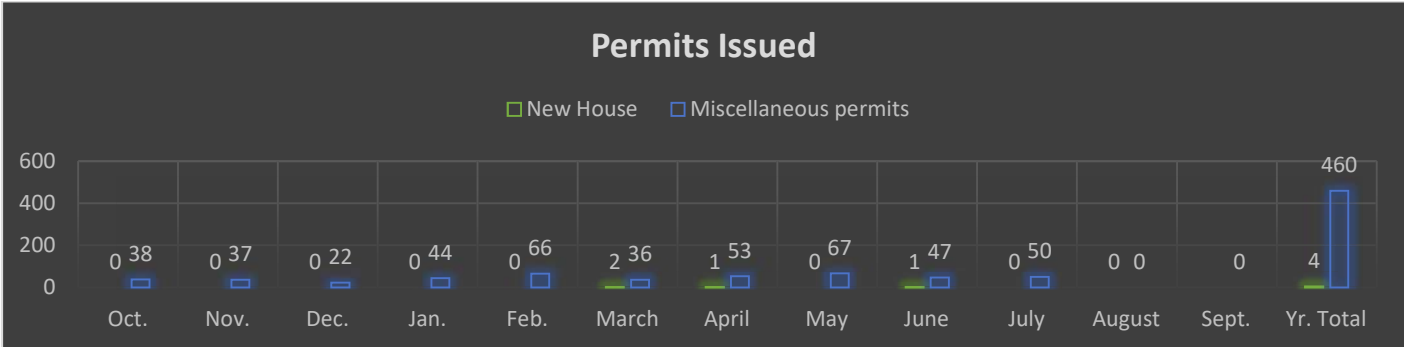
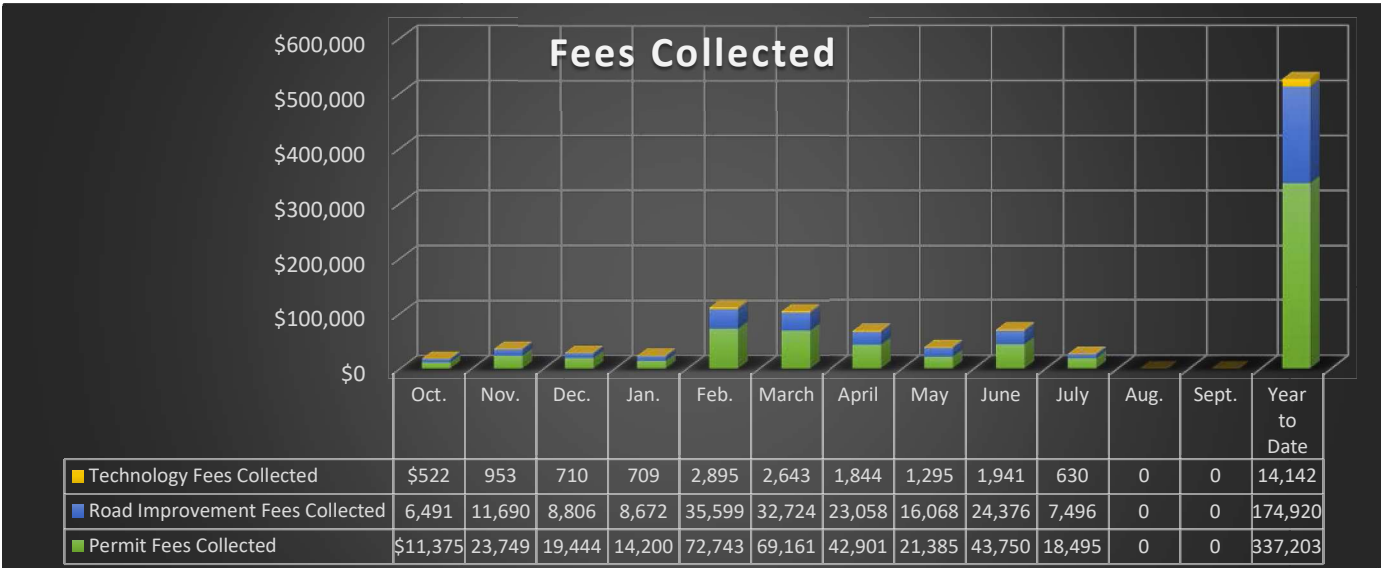
## Guidelines for Public Comments

- Everyone will have 3 minutes
- When recognized step forward to the podium and state your name for the record
- All remarks should be addressed to the Commission as a body
- The public comment period is for receipt of public comments, not debate. It is not intended as a time for problem solving but rather for hearing the citizens for their input
- Any person addressing the Commission who disrupts the orderly and efficient conduct of the meeting, uses profane or obscene language may be removed from the meeting

# TOWN OF SEWALL'S POINT



**TO:** Town Commission  
**FROM:** Jack Reisinger, Building Official through Robert Daniels, Town Manager  
**SUBJECT:** 2023-2024 Building Permitting Report  
 Regular Commission Meeting of August 13, 2024



- Building Department Budget for 2023-2024**
- Building Permit Fees: \$400,000 of which \$337,203 has been collected for the fiscal year to date.
  - Road Improvement Fees: \$162,500 of which \$174,920 has been collected for the fiscal year to date.

**Recommendation:** Staff recommends approval of the monthly Building Reports as presented.

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVE KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL C. STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

**Regular Town Commission Meeting Minutes**  
**July 16, 2024**  
**6:00 p.m.**

## I. CALL TO ORDER

Mayor Tompeck called the meeting to order at 6:00 p.m.

### a. Pledge of Allegiance to the Flag

Mayor Tompeck lead the assembly in the Pledge of Allegiance.

### b. Roll Call

The Town Clerk called the roll with the following Commissioners present: Mayor Tompeck, Vice Mayor Fender, Commissioner Barile, Commissioner Kurzman, and Commissioner Mayfield.

## II. PROCLAMATIONS

### a. Sewall's Point Purple Heart Day Proclamation

The Town Clerk read the proclamation into the record, acknowledging August 7, 2024, as Purple Heart Day in the Town of Sewall's Point. There was no one present to accept the proclamation, therefore it was mailed to Commander Edward Sileo, West Palm Beach VMAC, Chapter 717.

### b. 35<sup>th</sup> Anniversary Recognition Proclamation – Police Chief Tina Ciechanowski

The Town Clerk read the proclamation into the record. Mayor Tompeck presented the proclamation to Police Chief Ciechanowski, who thanked the Commission and stated that she appreciated the support of the residents and town staff.

## III. Recess (10 minutes) – Refreshment Break

A recess was called at this time, and the meeting resumed at 6:15 p.m.

## IV. PRESENTATIONS

### a. Audit Presentation – CRI, Christine Noll-Rhan, CPA - FY2023 Audit Results

Ms. Noll-Rhan provided an overview of the Fiscal Year 2023 Audit results, and stated that the Town received a clean unmodified opinion.

Mayor Tompeck inquired as to the meaning of recorded (corrected) versus past uncorrected on Page 15 of the packet, to which Ms. Noll-Rhan responded that since funds were not received from the grant by a certain timeframe, the revenue could not be counted.

There being no further discussion, Vice Mayor Fender **moved** to approve the FY2023 Audit Results. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

**V. PUBLIC COMMENT ON NON-AGENDA ITEMS- PLEASE SUBMIT A COMMENT CARD TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING AND LIMIT YOUR COMMENTS TO THREE MINUTES.** *If the thirty (30) minute time period has been exhausted, the Commission will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.*

Cindy Merkin, 95 N. Sewall's Point Road, stated that she was concerned about the possible reduction in the speed limit to 25 MPH on North Sewall's Point Road, and objected to the change.

**VI. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA**

Commissioner Mayfield requested that Item 13 b), Code Enforcement Board Vacancy, be moved up to be heard after the Consent Agenda.

**VII. APPROVAL OF AGENDA**

There being no discussion, Commissioner Mayfield **moved** to approve the Agenda, with Item 13 b) C.E.B. Board Member Vacancy to be heard after the Consent Agenda. Vice Mayor Fender **seconded** the motion, which **passed unanimously** by roll call vote.

**VIII. CONSENT AGENDA**

- a. Building – June
- b. Minutes – June 18, 2024 Regular Meeting

**ADDENDUM**

**c. Martin County Sheriff Office – Town of Sewall's Point - Mutual Aid Agreement**

The Town Manager requested that the addendum be approved, as it was important to have in place in the Mutual Aid Agreement prior to any DUI criminal cases being conducted.

There being no further discussion, Vice Mayor Fender **moved** to approve the Consent Agenda. Commissioner Mayfield **seconded** the motion, which **passed unanimously** by roll call vote.



(Clerk's Note: Item 13 b), C.E.B. Vacancy was heard at this time.)

**b. Code Enforcement Board – Board Member Vacancy – Town Clerk**

The Town Clerk introduced the item and stated that a vacancy on the board was available due to a recent resignation. She recommended that Alternate Member, Gloretha Hall, be moved up to a full board member and that an alternate position be advertised for.

Commissioner Kurzman recommended Robert Goldman to fill the full board member vacancy, as the position fell under his appointee to the board.

Commissioner Mayfield recommended that Jessie Stein replace Nayomi Omura as an alternate member on the board.

There being no further discussion, Commissioner Mayfield **moved** to approve the appointment of Robert Goldman as full Code Enforcement Board Member and Jessie Stein to replace Nayomi Omura as an Alternate Board Member. Commissioner Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

**IX. PUBLIC HEARING - ORDINANCE - SECOND READING**

There was nothing scheduled under this item.

**X. PUBLIC HEARING - ORDINANCE - FIRST READING**

There was nothing scheduled under this item.

**XI. RESOLUTIONS**

**a. Resolution No. 973 - Dedication Millage for Capital Projects FY25**

The Town Clerk read the resolution title into the record. Mayor Tompeck called for any public comments, to which there were none.

Commissioner Barile clarified that the 0.40 mills would be dedicated to Capital Projects, to which the Town Manager replied in the affirmative.

There being no further discussion, Commissioner Mayfield **moved** to approve Resolution No. 973. Commissioner Kurzman **seconded** the motion, which **passed** by roll call vote with Mayor Tompeck, Vice Mayor Fender, Commissioner Mayfield, and Commissioner Kurzman voting in favor, and Commissioner Barile voting against.

**XII. OLD BUSINESS**

There was nothing scheduled under this item.



### XIII. NEW BUSINESS

#### a. Set Tentative Millage Rate

The Town Manager introduced the item and stated that the millage rate of 3.27 would not be increased, which included the 0.40 mills dedicated for the CIP, and the regular millage rate of 2.87.

Mayor Tompeck called for any public comments, to which there were none.

There being no further discussion, Commissioner Mayfield **moved** to approve the combined preliminary millage rate of 3.27, and not to increase the millage rate. Vice Mayor Fender **seconded** the motion, which **passed** by roll call vote with Mayor Tompeck, Vice Mayor Fender, Commissioner Mayfield, and Commissioner Kurzman voting in favor, and Commissioner Barile voting against.

#### b. Code Enforcement Board – Board Member Vacancy – Town Clerk

(**Clerk’s Note:** This item was heard after the Consent Agenda.)

### XIV. DISCUSSION

#### a. Cape Canaveral Scientific, Inc. – Grant Update – Amy Adams

Ms. Adams provided an update on the grants that were submitted, three of which were regarding water quality, and stated that it was in an effort to prevent flooding on the roads. She stated that the last grant was for Phase 2 of the Septic to Sewer project that included a five-year timeframe to complete.

Mayor Tompeck inquired as to how the matching funds would be handled in reference to Phase 2 and Phase 3, to which the Town Engineer, Joe Capra, responded that Phase 3 had matching funds through Martin County Utilities, and that Phase 2 included matching sources from ARPA and MCU. The Town Manager advised that the proceeds received from the federal grant could be utilized to match the state grant.

### XV. COMMISSION AND STAFF CLOSING COMMENTS

#### a. STAFF

The Town Manager stated that the grants would be discussed further at the August 13, 2024, Regular Commission meeting.

#### b. COMMISSIONERS

Commissioner Kurzman requested that parking at Town Commons be available for the residents on Saturday and Sunday, and recommended that some of the spots at the park

be reserved. The Town Manager stated that he would consult with the Town Attorney on the matter.

Vice Mayor Fender congratulated Chief Ciechanowski on her 35 years of excellent service to the Town.

Commissioner Barile concurred with Commissioner Kurzman regarding Town Commons, and pointed out that 75% of visitors at the park were not residents.

**XVI. ADJOURN**

There being no further business, the meeting adjourned at 7:00 p.m.

**APPROVED:**

\_\_\_\_\_  
Mayor John Tompeck, Presiding Officer

**ATTEST:**

\_\_\_\_\_  
April C. Stoncius, Town Clerk

Minutes approved at the meeting of: August 13, 2024

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
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APRIL C. STONCIUS, MMC  
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Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

TO: Mayor and Commissioners

FROM: Robert Daniels; Town Manager

SUBJECT: Ordinance No. 465 – Accessory Structure Appearance Requirements

DATE: Commission Meeting – August 13, 2024

## EXECUTIVE SUMMARY:

The Town currently does not have a regulation governing the appearance of an accessory structure that is in the public view. There have been some structures constructed that did not match the quality and appearance of the main structure, causing some concern with maintaining the quality of life of area residents. Ordinance Number 465 will correct this oversight that has occurred with some properties.

## RECOMMENDATION:

Staff recommends approving Ordinance No. 465 setting standards for the appearance of accessory structures visible to the public.



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(772) 287-2455 Fax (772) 220-4765  
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**ORDINANCE NO. 465**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING CHAPTER 82, ZONING, ARTICLE IV, DISTRICT REGULATIONS, DIVISION 2, RESIDENTIAL DISTRICTS, SUBDIVISION IV, DIMENSIONAL AND SUPPLEMENTARY REGULATIONS, BY ADDING A NEW SECTION 82-279, ACCESSORY STRUCTURE REQUIREMENTS; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES, CODIFICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, establishing reasonable regulations to enhance the aesthetic appeal of the community is a valid exercise of the Town's police powers to promote the public health, safety and welfare; and

**WHEREAS**, the Town Commission of the Town of Sewall's Point, Florida finds that reasonable requirements governing the exterior appearance of accessory structures would enhance the aesthetic appeal of the Town's residential neighborhoods; and

**WHEREAS**, the Town Commission of the Town of Sewall's Point, Florida, desires to amend Chapter 82, Zoning, Article IV, District Regulations, Division 2, Residential Districts, Subdivision IV, Dimensional And Supplementary

Regulations, by adding a new section 82-279, Accessory Structure Requirements.

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

**Section 1.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the Town Commission of the Town of Sewall's Point.

**Section 2.** Chapter 82, Zoning, Article IV, District Regulations, Division 2, Residential District, Subdivision IV, Dimensional And Supplementary Regulations, by adding a new section 82-279, Accessory Structure Requirements, as follows (deletions are shown by overstrike; additions are underlined):

Sec. 82-279 – Accessory Structure Requirements.

- (a) Purpose. The purpose of this Section is to establish minimum appearance standards for detached structures that are permitted accessory uses located on the same residential lot as the principal use. As used herein, the term "accessory structure" shall include accessory dwellings and guesthouses, garages, carports, greenhouses, pool cabanas, gazebos, storage buildings, storage sheds, and other permitted accessory uses.

- (b) All accessory structures in the residential district that are visible from a public roadway shall be consistent with the primary structure in architectural design, exterior construction materials or façade treatment, roofline and color palette.
- (c) Accessory structures located on through lots and facing a public or private street other than the street where the primary structure is addressed shall conform and compliment the surrounding character of the area of said street.
- (d) A detached garage shall conform in appearance and design to the principal structure (house). The garage door must be designed to be an integral part of the building's architecture with trim, detailing and fenestrations. All residential garage doors for garages shall consist of articulated panels.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**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 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 6. 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>
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____

Passed first reading at the Regular Meeting of the Town Commission held on the 13th day of August, 2024.

\_\_\_\_\_ offered the Ordinance for its second 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>
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____



Passed second reading at the Regular Meeting of the Town Commission held on the 27th day of August, 2024. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this 27th day of August, 2024.

**TOWN OF SEWALL'S POINT, FLORIDA**

\_\_\_\_\_  
John Tompeck, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
April Stoncius, MMC, Town Clerk

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

(TOWN SEAL)

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



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JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

TO: Mayor and Commissioners

FROM: Robert Daniels; Town Manager

SUBJECT: Ordinance No. 466 – Regulations involving the installation of Synthetic Turf

DATE: Commission Meeting – August 13, 2024  
First Reading

## EXECUTIVE SUMMARY:

The Town currently does not have a regulation governing the installation and use of Synthetic turf for use in residential construction and in the area of right-of-ways. The use of alternate or synthetic turf adds to concerns for the permeability of the products used as well as the cost of replacing synthetic turf products should the Town need to perform work in any of the right-of-ways.

## RECOMMENDATION:

Staff recommends approving Ordinance No. 466 at first reading setting standards for the use and installation of synthetic turf.



Town of Hall One South Sewall's Point Road Sewall's Point, FL 34996  
(772) 287-2455 Fax (772) 220-4765  
[townhall@sewallspoint.org](mailto:townhall@sewallspoint.org)  
[www.sewallspoint.org](http://www.sewallspoint.org)





**ORDINANCE NO. 466**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, AMENDING CHAPTER 82, ZONING, ARTICLE I, GENERALLY, SECTION 82-1, DEFINITIONS, TO ADD A DEFINITION FOR "SYNTHETIC TURF" AND AMENDING CHAPTER 82, ZONING, ARTICLE V, SUPPLEMENTARY REGULATIONS, BY ADDING A NEW DIVISION 7, SYNTHETIC TURF; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Sewall's Point, Florida ("Town") 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 Commission of the Town of Sewall's Point, Florida, desires to provide for and regulate the use of synthetic turf in landscaping; and

**WHEREAS**, the Town Commission of the Town of Sewall's Point, Florida, desires to add to Section 82-1 a definition of the term "synthetic turf"; and

**WHEREAS**, the Town Commission of the Town of Sewall's Point, Florida, desires to amend Chapter 82, Zoning, Article V, Supplementary Regulations by adding a new Division 7, Synthetic Turf.

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

**Section 1.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the Town Commission of the Town of Sewall's Point.

**Section 2.** Chapter 82, Zoning, Article I, In General, Section 82-1, Definitions, is hereby amended by adding a definition of "synthetic turf," as follows (deletions are shown by overstrike; additions are underlined):

Synthetic turf. A manufactured product that mimics the aesthetic look of natural grass, typically consisting of nylon, polypropylene, or polyethylene fibers connected to a reinforced backing material, installed over a base layer (infill medium) of gravel or stone and sand for drainage.

**Section 3.** Chapter 82, Zoning, Article V, supplementary Regulations, is hereby amended by adding a new Division 7, Synthetic Turf, as follows (deletions are shown by overstrike; additions are underlined):

**Sec. 82-481. -- Synthetic turf.**

(a) Synthetic turf may be permitted on all properties subject to the requirements and procedures set forth in this section.

(b) Synthetic turf shall not be included in the calculation of impermeable area provided it complies with this subsection and all other requirements of this Code.

(c) Synthetic turf shall not be counted towards the minimum required landscaped areas, buffers, foundation plantings or landscape islands.

(d) Failure to comply with the requirements and standards set forth in this Division may be enforced through Town's Code Enforcement procedures under Chapter 18 of this Code.

**Sec. 82-482. Design standards.**

Synthetic turf shall comply with all of the following design standards and shall:

(a) Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall have a minimum eight-year "no fade" warranty.

(b) Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.

(c) Have a minimum face weight of 75 ounces per square yard.

(d) Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States.

(e) Have backing that is permeable.

(f) Be lead free and flame retardant.

**Sec. 82-483. Installation standards.**

Synthetic turf shall comply with all of the following installation standards and shall:

(a) Be installed by a licensed contractor in a manner prescribed by the manufacturer.

(b) Be installed over a subgrade prepared to provide positive drainage and an evenly graded, porous crushed rock aggregate material that is a minimum of three inches in depth.

(c) Be anchored at all edges and seams consistent with the manufacturer's specifications.

(d) Not have visible seams between multiple panels.

(e) Have seams that are joined in a tight and secure manner.

(f) Have an infill medium consisting of clean silica sand, small rocks or other mixture. Rubber pellets are prohibited. The manufacturer's specifications shall state that the infill:

(1) Must be brushed into the fibers to ensure that the fibers remain in an upright position;

(2) Will provide ballast to help hold the turf in place; and

(3) Will provide a cushioning effect.

**Section 82-484. Additional standards.**

Synthetic turf shall comply with all of the following additional standards:

- (a) Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf. Trees and shrubs shall be provided per the minimum code requirements.
- (b) Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum four-inch thickness to prevent the intrusion of living plant material into the synthetic turf.
- (c) In the front yard, corner yard, or secondary frontage:
- (1) When entirely within private property. Synthetic turf shall be separated from the public right-of-way area by a vertical visual barrier at the property line, such as a hedge or fence. Any area outside the property line shall be landscaped with ground cover or living turf in the swale of the right-of-way.
- (2) When extending into public right-of-way. Synthetic turf installed within private property which also extends into the public right-of-way shall not require the vertical barrier at the property line, but shall require (1) a public works permit which may include additional conditions and requirements, including enhanced drainage mitigation to the satisfaction of the public works



director to account for impact on the public right-of-way;  
and (2) a right-of-way encroachment agreement in form  
and substance acceptable to the town manager and town  
attorney.

(3) Irrigation systems proximate to the synthetic turf shall be  
directed so that no irrigation affects the synthetic turf.

**Sec. 82-485. Maintenance standards.**

Synthetic turf shall comply with all of the following maintenance  
standards and shall:

(a) Be maintained in an attractive and clean condition, and shall  
not contain holes, tears, stains, discoloration, seam  
separations, uplifted surfaces or edges, heat degradation or  
excessive wear.

(b) Be maintained in a green fadeless condition and free of  
weeds, debris, and impressions.

(c) Synthetic turf must lie flat and resemble live grass.

**Sec. 82- 486. Prohibited uses.**

The following uses of synthetic turf are prohibited:

(a) Synthetic turf shall not be used in the public rights-of-way or  
swales, except as may be permitted and maintained in  
accordance with this subsection.

(b) Synthetic turf shall not be used as a screening material where screening is required by this Code.

**Sec. 487. Permitting.**

All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all of the following information:

- (a) A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape requirements shall include minimum required trees and shrubs for new construction and pervious area calculations for all properties.
- (b) Details regarding existing or proposed irrigation proximate to the synthetic turf.
- (c) Brand and type of synthetic turf, including all manufacturer specifications, warranties, and product lifespan.
- (d) A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.
- (e) A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.

(f) Previously installed synthetic turf. Synthetic turf existing on private property as of the effective date of this Ordinance may maintained as a nonconforming use as provided in Sec. 82-172 of this Chapter, subject to compliance with all maintenance standards in this subsection. For unpermitted synthetic turf installed in the public right-of-way, an adjacent property owner shall be required within 90 days of the adoption of this ordinance to obtain a public works permit and comply with all requirements of this subsection for installation and maintenance of synthetic turf in the public right-of-way. Failure to comply with the permitting requirements of this subsection within the 90-day period shall constitute a continued violation of the Code and the property owner shall be required to immediately remove the synthetic turf from the right-of-way.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**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 6. 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>
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____

Passed first reading at the Regular Meeting of the Town Commission held on the 13th day of August, 2024.

\_\_\_\_\_ offered the Ordinance for its second 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>
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____

Passed second reading at the Regular Meeting of the Town Commission held on the 27th day of August, 2024. The Mayor thereupon declared this Ordinance approved and adopted by the Town Commission on this 27th day of August, 2024.

**TOWN OF SEWALL'S POINT, FLORIDA**

---

John Tompeck, Mayor

ATTEST:

---

April Stoncius, MMC, Town Clerk

Approved as to form and legal sufficiency:

---

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

(TOWN SEAL)

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL C. STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

TO: Mayor and Commissioners

FROM: Robert Daniels; Town Manager

SUBJECT: Request for Moratorium – Accessory Structure Permits  
Resolution No. 974

DATE: Commission Meeting – August 13, 2024

## EXECUTIVE SUMMARY:

The Town currently does not have a regulation governing the appearance of an accessory structure that is in the public view. Ordinance Number 465 will correct this oversight that has occurred with some properties. Due to the ongoing nature of these types of permits, it is critical to set a moratorium on permits for accessory structures until such time the Town Commission has set a policy by way of Ordinance No. 465. The timeframe is estimated at 60 days.

## RECOMMENDATION:

Staff recommends enacting a moratorium involving issuance of new permits for accessory structures, for the term of 60 days.



Town of Hall One South Sewall's Point Road Sewall's Point, FL 34996  
(772) 287-2455 Fax (772) 220-4765  
[townhall@sewallspoint.org](mailto:townhall@sewallspoint.org)  
[www.sewallspoint.org](http://www.sewallspoint.org)



JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



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MARIA PIERCE  
Finance/HR Director

## Memo

**To:** Robert Daniels, Town Manager  
**From:** Jack Reisinger, Building Official  
**Date:** August 6, 2024  
**Subject:** Request for Moratorium on Future Accessory Structures

Mr. Daniels,

I am writing to request that you bring before the Town Commission a proposal for a moratorium on the approval, permitting, and construction of any new accessory structures within the town limits. This moratorium would remain in effect until the new accessory structure ordinance has been fully ratified, approximately 60 days.

As you are aware, the town is currently in the process of revising its ordinance concerning accessory structures. This revision is crucial for ensuring that new structures align with our community's long-term planning goals, aesthetic standards, and safety regulations. However, until the new ordinance is officially in place, there is a risk that new accessory structures could be constructed under the outdated guidelines, which may not reflect the future direction we wish to take.

The proposed moratorium would serve several important purposes:

1. **Preventing Inconsistencies:** It will help avoid the approval of structures that may not comply with the forthcoming regulations, thereby ensuring consistency across the town.
2. **Allowing Adequate Review:** The moratorium will provide the necessary time for the Town Commission to thoroughly review and finalize the new ordinance without the pressure of ongoing construction projects.
3. **Community Assurance:** It will reassure residents and developers that all future accessory structures will be held to the updated standards, promoting fairness and transparency.

I recommend that this moratorium be placed on the agenda for discussion at the next Town Commission meeting. Please let me know if any further details or documentation are required to move forward with this request.

Thank you for your attention to this matter.

Sincerely,  
Jack Reisinger  
Building Official





## RESOLUTION NO. 974

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, DECLARING ZONING IN PROGRESS TO ALLOW FOR THE AMENDMENT OF LAND DEVELOPMENT REGULATIONS CONCERNING ACCESSORY STRUCTURES; PROVIDING FOR A SIXTY (60) DAY TEMPORARY MORATORIUM ON ACCEPTING AND PROCESSING NEW APPLICATIONS FOR BUILDING PERMITS FOR ACCESSORY STRUCTURES; AND PROVIDING 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's ordinance requirements and guidelines applicable to accessory structures on residential lots are in need of updating to make them fully consistent with the Town's planning goals, aesthetic standards, and safety regulations; and

**WHEREAS**, staff has conducted a review of these provisions and developed proposed code amendments for consideration by the Town Commission; and

**WHEREAS**, the Town Commission finds that zoning in progress is necessary in order to identify and develop the appropriate amendments; and

**WHEREAS**, a temporary moratorium on the acceptance and approval of building permits for accessory structures is necessary and desirable to prevent the approval of additional structures that are inconsistent with the updated ordinance provisions; and

**WHEREAS**, a moratorium will also provide sufficient time for the Town Commission to thoroughly review and finalize the new ordinance; and

**WHEREAS**, staff has therefore recommended that a temporary moratorium on the acceptance and approval of building permit applications for accessory structures on

residential lots be imposed for a period of sixty (60) days or until the amended ordinance goes into effect, whichever first occurs.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SEWALL’S POINT, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitations and findings are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2.** The Town Commission hereby imposes zoning in progress and adopts a temporary moratorium on the acceptance of new applications and the issuance of building permits for accessory structures on residential lots, to allow for the Commission’s review and consideration of amendments updating the code requirements pertaining to accessory structures.

**Section 3.** The temporary moratorium shall remain in effect for a period of sixty (60) days from the effective date of this Resolution, or until the code amendments pertaining to accessory structures take effect, which first occurs.

**Section 4.** While the temporary moratorium remains in effect, no new applications for buildings permits for accessory structures on residential lots will be accepted or processed, nor will permits be issued thereon.

**Section 5.** The temporary moratorium shall not apply to those applications that have already been submitted, with the applicable fees paid, and are in process as of the effective date of this Resolution.

**Section 6.** This Resolution shall take effect immediately upon its passage.

\_\_\_\_\_ offered the Resolution 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>
JOHN TOMPECK, MAYOR	_____	_____
FRANK FENDER, VICE MAYOR	_____	_____
VINNY BARILE, COMMISSIONER	_____	_____
DAVE KURZMAN, COMMISSIONER	_____	_____
KAIJA MAYFIELD, COMMISSIONER	_____	_____

The Town Manager thereupon declared this Resolution No. 974 approved and adopted by the Town Commission of the Town of Sewall's Point on this 13th day of August, 2024.

**TOWN OF SEWALL'S POINT, FLORIDA**

\_\_\_\_\_  
JOHN TOMPECK, MAYOR

ATTEST:

\_\_\_\_\_  
April C. Stoncius, MMC, Town Clerk  
(TOWN SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

JOHN TOMPECK  
Mayor

FRANK FENDER  
Vice Mayor

VINNY BARILE  
Commissioner

DAVID KURZMAN  
Commissioner

KAIJA MAYFIELD  
Commissioner

# TOWN OF SEWALL'S POINT



ROBERT DANIELS, ICMA-CM  
Town Manager

APRIL C. STONCIUS, MMC  
Town Clerk

TINA CIECHANOWSKI  
Chief of Police

JACK REISINGER, CBO  
Building Official/PW Director

MARIA PIERCE  
Finance/HR Director

TO: Mayor and Commissioners  
FROM: Robert Daniels, Town Manager  
SUBJECT: Water Quality Improvement Grants Application/Ratification  
DATE: Commission Meeting – August 13, 2024

## EXECUTIVE SUMMARY:

The State of Florida published grant opportunities in reference to Water Quality Improvement and the Town Manager authorized the Town's Grant Writer, Cape Canaveral Scientific, to make the appropriate applications. The applications were due on July 15, 2024, and since the agenda was already prepared for the July 16, 2024 meeting, the decision was made to present the grants that were applied for to the Town Commission at its next meeting, August 13, 2024.

The following are the grants applied for with their respective project:

Phase 3 South Sewall's Point Road Resiliency Project	\$1,500,000
Phase 2 South Sewall's Point Road Resiliency Project	\$5,500,000
Phase 1 Part 4 South Sewall's Point Resiliency Project (River Rd.)	\$2,000,000
Phase 2 South Sewall's Point Septic to Sewer Project	\$5,000,000

These grants are State of Florida grants and they can be matched by Federal Fund Grants.

## RECOMMENDATION:

Town staff recommends ratifying the Town Manager's decision to apply for the above grants totaling \$14 Million.



Town of Hall One South Sewall's Point Road Sewall's Point, FL 34996  
(772) 287-2455 Fax (772) 220-4765  
[townhall@sewallspoint.org](mailto:townhall@sewallspoint.org)  
[www.sewallspoint.org](http://www.sewallspoint.org)



**WATER QUALITY  
IMPROVEMENT GRANT**

**PHASE 1 - PART 4  
S. SEWALL'S  
POINT ROAD  
(S. RIVER RD)**

Link 7/13/24

## South Sewall's Point Rd, Phase 1-Part 4 (River Rd) **DONE**

<https://protectingfloridatogether.gov/state-action/grants-submissions/water-quality-improvement-form?token=ETV4KkA8KogL5JLs7zSqPcado002uEi1gE5qfqapJdo>

1 2 3 4 5 6 7 8 9 10

### PROJECT DETAILS

Please identify the best contact and corresponding contact information this project.

**Contact Name \***  
Amy Adams, President - Cape Canaveral Scientific, Inc

**Address \***  
220 Surf Road

**City \*** Melbourne Beach **State \*** Florida **Zip \*** 32951 2333

**Phone \*** (321) 722-1161 **Email \*** aadams@gate.net

**Secondary Contact Name \***  
This should be different than the primary contact listed above.  
Mana Pierce, Finance Director - Town of Sewall's Point

**Secondary Contact Phone \*** (772) 287-2455 **Secondary Contact Email \*** MPierce@sewallspoint.org

**Entity/Sponsor Name \***  
Town of Sewall's Point

**Project Title \***  
If requesting funding for only a single phase of a project, please include the phase name or number.  
South Sewall's Point Road - Phase 1, Part 4 (River Rd)

**Please select all grant programs for which you seek to apply and are eligible: \***  
Additional information regarding these grant programs can be found [HERE](#).

- Water Quality Improvement Grant
- Indian River Lagoon Water Quality Improvement Grant
- Caloosahatchee Water Quality Improvement Grant
- Biscayne Bay Water Quality Improvement Grant

### Project Description \*

In 750 characters or less, a concise project description will be able to answer three questions: what, where and why. What type of project is being implemented; where is the nearest neighborhood or waterbody this project is benefiting; and why the project is being implemented (intended purpose or benefit)?

This grant funding will be used for the construction of a BMP Treatment Train. The town will employ several best management practices (BMP) to cleanse runoff before its flows into groundwater and adjacent waterbodies. The Town engineer's design plans have reviewed and permitted by the required agencies, which will allow the Town to advertise the project for bid by early August. The agency approved design plans include construction to adjust the slopes on the roadway, construct exfiltration storage, treatment pipe inlets and direct flows into an existing STA/detention pond, exfiltration system, baffle boxes, littoral shelves that will slow down discharge and a well at the outfall to improve the cleansing of drainage from residential lots.

4 character(s) remaining

### Please describe how the project will address the sources of nutrients or other pollutants and/or how this project is effective and necessary for restoring water quality. \*

This project will collect and treat stormwater for the removal of Total Nitrogen 59.7% removal, Total Phosphorus 59.7% removal and TSS of 74.9% removal. By aggregating the flowing stormwater through the Treatment Train components, we remove the effects of waste (water) directly entering the IRL and SLE, lessening the oxygen content in the receiving waterbody (St. Lucie Estuary). Please note the summary of treatment reports that depict a significant reduction in nutrients Nitrogen/Phosphorus/TSS.

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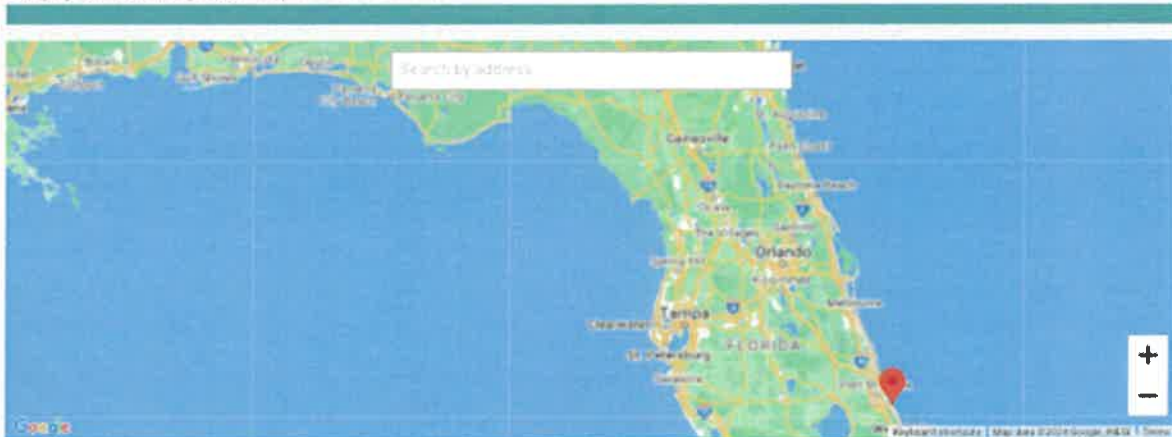
### Enter the county and/or counties in which the project is located. \*

Marin

### Please select the project location on the map below

Zoom to the area of the project and place the marker where the project will be located. You may also search by address.

If the project includes multiple locations, please select a centroid.



### What is the targeted waterbody for this project? (Can include downstream waters.) \*

St. Lucie River and Estuary Basin

### Is the project benefiting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)? \*

Yes  No

**What is the name of the waterbody not attaining standards that this project benefits? \***

St. Lucie River and Estuary Basin

**Is this project located within a basin management action plan (BMAP) area or a reasonable assurance plan area adopted by final order (RAP)? \***

Yes  No

**What BMAP or RAP area is the project located in? View Map of BMAPs \***

- BMAP - Abilla River Basin - FIB/TN/TP/DO
- BMAP - Banana River Lagoon - TN/TP
- BMAP - Bayou Chico (Pensacola Basin) - FIB
- BMAP - Caloosahatchee River and Estuary Basin - TN/TP
- BMAP - Central Indian River Lagoon - TN/P
- BMAP - Chassahowitzka-Homosassa Springs - NO3
- BMAP - DeLeon Spring - NO3
- BMAP - Everglades West Coast Basin - TN/DO
- BMAP - Gemini Springs - NO3
- BMAP - Hillsborough River Basin - FIB
- BMAP - Jackson Blue Spring and Merritts Mill Pond Basin - NO3
- BMAP - Kings Bay and Crystal River Springs - TN/TP/NO3/OPD4
- BMAP - Lake Harney, Lake Monroe, Middle St. Johns River and Smith Canal - TN/TP
- BMAP - Lake Jesup Basin - TP/TN
- BMAP - Lake Okeechobee - TP
- BMAP - Long Branch - FIB/DO
- BMAP - Lower St. Johns River Basin Main Stem - TN/TP
- BMAP - Lower St. Johns River Basin Tributaries I and II - FIB
- BMAP - Manatee River Basin - FIB/TN/TP/DO
- BMAP - Middle and Lower Suwannee River Basin - TN
- BMAP - Northern Indian River Lagoon - TN/TP
- BMAP - Orange Creek - TN/TP/FIB
  
- BMAP - Rainbow River and Springs - NO3
- BMAP - Santa Fe River Basin - TN/TP/BOD
- BMAP - Silver River and Springs - NO3
- BMAP - St. Lucie River and Estuary Basin - TN/TP/BOO
- BMAP - Upper Ocklawaha River Basin - TP
- BMAP - Upper Wakulla River and Wakulla Spring - NO3
- BMAP - Volusia Blue Springshed - NO3
- BMAP - Wacissa River and Wacissa Spring Group - TN/NO3
- BMAP - Weeki Wachee Spring and River - NO3
- BMAP - Wekiva River, Rock Springs Run, and Little Wekiva Canal - NO3/TP/DO
- BMAP - Wekiva Spring and Rock Springs - NO3/TP
- RAP 4b - Florida Keys - Nutrients/DO
- RAP 4b - Lake Seminole Watershed - Nutrients, pH
- RAP 4b - Mosquito Lagoon - Nutrients
- RAP 4b - Shell, Prairie and Joshua Creeks - Chloride Total Dissolved Solids Specific Conductance
- RAP 4b - Tampa Bay Estuary - Nutrients

**Is the project identified in the BMAP/Crabapple Annual Report? \***



Is the project identified in the BMAP Statewide Annual Report? \*

- Yes \*
- No \*

Please enter the name of the project as it appears in the BMAP Statewide Annual Report. \*

Project ID 4599, SP 28, South Sewall's Point Road - Phase 1, Part 4 (River Road)

Is the proposed grant project for the completion of the entire BMAP project listed above or a phase or portion thereof? \*

- Entire project \*
- Phase or portion of a project \*

Is this project located within a Rural Area of Opportunity? \*

- Yes
- No



**Project Benefits \***

In 250 characters or less, provide a short description of how it will improve water quality and identify the targeted water body.

Stormwater treatment trains combine multiple stormwater treatment processes to ensure management of all pollutants that could affect receiving waters. This treatment train provides an annual removal rate of 59.7% for TN and 59.7% for TP.

12 character(s) remaining

Enter the project benefits below in numeric form. If there is no benefit, the benefit is not known or the benefit is not calculable, enter "0." If benefits are other than those listed below, be sure to describe them in the short description, above.

**Water Quality Benefits**

Total Nitrogen reductions (lbs/year) \*

5.33

Total Phosphorus reductions (lbs/year) \*

.64

**Ancillary Water Quantity Benefits**

Water made available within 2 years of project completion (MGD) \*

0

Storage created upon project completion (MG) \*

0

**Reason**

You have entered 0 for one or more of the water quality benefits above. Please indicate which of the following best applies:

This category is not applicable for this project

**Other Benefits**

If the project has benefits beyond water quality and/or water quantity, please explain.

The project provides Water Quality Treatment/Water Quality Attenuation. The roadway elevations are raised to address sea level rise and flooding up to 25 100yr storm events. The 3 outfalls will have backflow controls to hold back sea level rise. In addition, the 3 outfalls will have electric pumps with generator back up to address back to back storms.

Please provide a description of how the above benefits were calculated, including the name of the model or tool used, if applicable. For septic or sewer projects, please use the OSTDS calculations for BMAPs tool found [HERE](#).

Estimated reductions were calculated using the BMPTrains Model for TN and TP. Since BMPTrains does not calculate TSS or BOD removal, the Spreadsheet Tool for Estimating Pollutant Load (STEP, 2007) was used for TSS and BOD.

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**FUNDING REQUESTS**

Is this a new project or a new phase of an existing project?

- New Project
- New Phase

**Existing Project Description**

Please provide the existing project name and a high level description of the overall project goals, including how this phase fits into the larger effort.

This project builds on an earlier phase completed in 2021 and will add more storage and treatment capacity. It will also address erosion issues upstream and discharges into an existing STA, weir and baffle box system.

283 character(s) remaining

Does this project have a multi-year project implementation schedule with previous state funds committed to the project, or to a phase of this project?

- Yes
- No

Anticipated grant funds needed

\$ 2,000,000.00

Local funds and/or match commitment

\$ 2,000,000.00

Does the grant amount requested include costs for preconstruction activities? (Design, permitting, surveys, etc.)

- Yes
- No

Preconstruction Activities Amount:

\$ 250,000.00

Minimum amount that must be funded

**Please describe the activities that will be funded.**

Design/Permitting cost = \$250,000  
CEI/Construction cost = \$3,570,000  
Grant Management = \$180,000

Local/Match funds = Martin County Utilities, FEMA, Town of Sewall's Point

**Total project cost**

\$ 4,000,000.00

**Cost Effectiveness**

Describe how this project accomplishes its goals in an affordable, efficient and effective manner.

Funding will be used to construct a stormwater exfiltration system, slotted driveway drains and inlets to an existing STA/baffle box system. The improvement will slow down discharge from residential lots and all construction of a weir at the outfall. This design will significantly reduce flood, runoff and the release of high levels of TN and TP into adjacent waterbodies.

126 character(s) remaining

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**PROPOSED PROJECT READINESS TO PROCEED**

**Estimated design completion at the time of this proposal submittal?**

- 0%
- 30%
- 60%
- 90%
- 100%
- No design required

**Has all required permitting been completed?**

- Yes
- No
- No permits required

**Estimated completion date of design and permitting:**

08/01/2024

**Estimated start date of construction or BMP Implementation:**

10/01/2024

**Estimated project end date:**

10/01/2025

Does this project have approval from a city council, county board or other governing board to move forward? \*

Yes  No  N/A

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so. \*

The Town of Sewall's Point will be responsible for operating the proposed project. The Town leaders are currently committed to moving forward with construction.

339 character(s) remaining

Land ownership status (for construction projects only): \*

Land has been acquired

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Please select from the following eligible project types for this grant program: \*

Stormwater Improvements

What is the size of the drainage basin for the stormwater project, in acres? \*

8.1

Are you repairing, upgrading, expanding, or constructing? \*

Constructing

Please select all the stormwater types that apply to this project: \*

- Retention/detention
- Swales
- Constructed or improved wetland
- Baffle boxes
- Shoreline stabilization
- Living shoreline
- Rain gardens, green roofs, tree boxes, or vegetated buffers
- Hydrologic restoration
- Stormwater Treatment Area
- Chemical or biological treatment (e.g., flocculent, filter media)
- Other...

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Is there a public outreach component to the project? \*

Yes  No

Please describe. Include key messages and target audience. \*

This Town has a 15 year history of coping with hurricanes and unexpected heavy rainstorms that continuously leave 3 feet of saturated flood waters in the Town's streets and adjacent residential yards. The Town will maintain a messaging board on its website that will be updated weekly to report on the projects process and its goal to close out this important project.

The project identified is eligible for a Water Quality Improvement Grant as a \*

Project listed in a city or county capital improvement element pursuant to section 163.3177(3)(a)4.b, F.S.

Will any monitoring or modeling be included in the project? \*

Yes

No

Please provide details (e.g., number of sites, proposed locations, description of what will be monitored or modeled, etc.). \*

The Town Engineer completed modeling prior to designing the project to insure construction success.

Are there any innovative technologies being used for the project? \*

Yes

No

Please provide details (e.g., species, habitats, etc.). \*

This project includes the construction of underground storage and road regrading to avoid historical flooding. The project will reduce upland stormwater from discharging into the Indian River Lagoon and direct water through a flow through marsh that will reduce wave height and impact on the shoreline and restore nursery habitat for fish larvae, smaller young of the year fish and wading birds.

Please provide any additional information that would be beneficial in the evaluation of the project.

This project is located in the upland areas adjacent to the completed S. Sewall's Point Road Phase 1 project. The goal is to address the road/property flooding that affects the Phase 1 improvements. The plan involves storing and treating stormwater from the upland areas using a treatment train system and underground storage. The stormwater will then be integrated into the Phase 1 project's treatment train, which includes SIA, baffle boxes, WAPRO control valves, and weirs, along with a pump system equipped with a generator backup. This will ensure a more stable connection to the stormwater system.

If you would like to submit any supplemental documents, please email them to [DWRAFundingPortal@FloridaDEP.gov](mailto:DWRAFundingPortal@FloridaDEP.gov), being sure to include the project title in the subject line.

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By choosing YES below, I hereby acknowledge that: (1) information submitted to the Department will become a public record, (2) submittal does not create an agreement, nor does it guarantee funding; (3) I understand the funding is available only to governmental, higher education, or nonprofit entities and I am or represent an eligible entity.

Yes \*

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Submit

**WATER QUALITY  
IMPROVEMENT GRANT**


**S. SEWALL'S  
POINT AREA**

**PHASE 2 SEPTIC  
TO SEWER**

## Link 7/13/24

### Sewall's Point Septic Tank Elimination – Phase 2

[https://protectingfloridatogether.gov/state-action/grants-submissions/water-quality-improvement-form?token=uzllbJRvp5mjkcJAm\\_kMFvXReKNSSGwRhoY1nm81qg](https://protectingfloridatogether.gov/state-action/grants-submissions/water-quality-improvement-form?token=uzllbJRvp5mjkcJAm_kMFvXReKNSSGwRhoY1nm81qg)



**PROJECT DETAILS**

Please identify the best contact and corresponding contact information for this project.

**Contact Name \***  
Amy Adams, President - Cape Canaveral Scientific, Inc.

**Address \***  
220 Surf Road

**City \*** Melbourne Beach      **State \*** Florida      **Zip \*** 32951 2333

**Phone \*** (321) 722 1161      **Email \*** aadams@gate.net

**Secondary Contact Name \***  
This should be different than the primary contact listed above.  
Mana Pierce, Finance Director - Town of Sewall's Point

**Secondary Contact Phone \*** (772) 287 2455      **Secondary Contact Email \*** MPierce@sewallspoint.org

**Entity/Sponsor Name \***  
Town of Sewall's Point



Please select all grant programs for which you seek to apply and are eligible: \*

Additional information regarding these grant programs can be found [HERE](#).

- Water Quality Improvement Grant
- Indian River Lagoon Water Quality Improvement Grant
- Caloosahatchee Water Quality Improvement Grant
- Biscayne Bay Water Quality Improvement Grant

**Project Description \***

In 750 characters or less, a concise project description will be able to answer three questions: what, where and why. What type of project is being implemented; where is the nearest neighborhood or waterbody this project is benefiting; and why the project is being implemented (intended purpose or benefit)?

This Septic Tank Elimination, Phase 2 grant project will allow the remaining 366 homeowners in the Town to convert from their aging septic tank system to a new sanitary sewer system. In the last 5 yrs N. Sewall's Point (NSP) has made sewers available to all residents and the last NSP area low-pressure forced mains (LPFM) installed have had a 40-45% hookup rate. All the Commercial Areas were hooked up to sewer last year. The southern area contains 706 connections - 169 lots (part 1) will have sewer available within 30-days, then 171 (part 2) lots will start LPFM extensions to the southern end of the Town. The last 366 lots will receive sewers provided by this grant. Hence, all properties in Sewall's Point will have sewers available.

9 character(s) remaining

**Please describe how the project will address the sources of nutrients or other pollutants and/or how this project is effective and necessary for restoring water quality.**

This project will test ground water for the removal of Total Nitrogen 10,615 lbs/yr removal by collecting the groundwater samples for testing, we reduce the impact waste (water) directly entering the IRL and SLE by testing the oxygen content in the receiving waterbody (St. Lucie Estuary). Please note the summary of treatment reports that depict a significant reduction in nutrients. Making the switch to sewers will help protect Florida's waterway by significantly reducing pollution and improve the overall health of the ecosystem. This project is part of a Town and countywide effort to protect groundwater and improve the quality of our region's natural water systems by eliminating septic tanks. Over the past 5 yrs the Town will make sanitary sewers available for all our residents and commercial properties.

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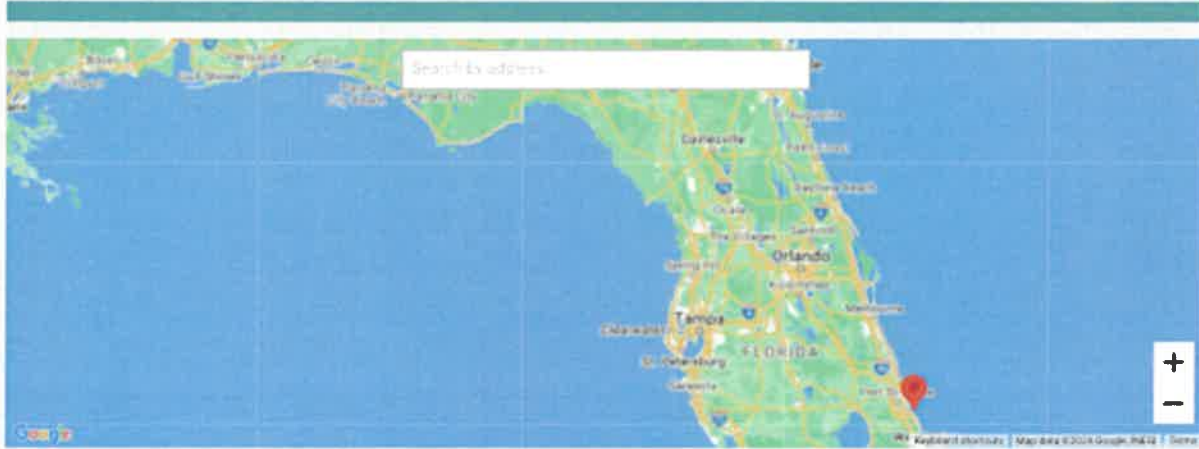
Enter the county and/or counties in which the project is located. \*

Martin

Please select the project location on the map below

zoom to the area of the project and place the marker where the project will be located. You may also search by address.

If the project includes multiple locations, please select a centroid.



What is the targeted waterbody for this project? (Can include downstream waters.) \*

St. Lucie River and Estuary Basin

Is the project benefiting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)? \*

Yes  No

What is the name of the waterbody not attaining standards that this project benefits? \*

St. Lucie River and Estuary Basin

Is this project located within a basin management action plan (BMAP) area or a reasonable assurance plan area adopted by final order (RAP)? \*

Yes  No

What BMAP or RAP area is the project located in? View Map of BMAPs \*

- BMAP - Alafia River Basin - FIB;TN;TP;DO
- BMAP - Banana River Lagoon - TN;TP
- BMAP - Bayou Chico (Pensacola Basin) - FIB
- BMAP - Caloosahatchee River and Estuary Basin - TN;TP
- BMAP - Central Indian River Lagoon - TN;P
- BMAP - Chassahowitzka-Homosassa Springs - NO3
- BMAP - DeLeon Spring - NO3
- BMAP - Everglades West Coast Basin - TN;DO
- BMAP - Gemini Springs - NO3
- BMAP - Hillsborough River Basin - FIB
- BMAP - Jackson Blue Spring and Merritts Mill Pond Basin - NO3
- BMAP - Kings Bay and Crystal River Springs - TN;TP;NO3;CPO4
- BMAP - Lake Harney, Lake Monroe, Middle St. Johns River and Smith Canal - TN;TP
- BMAP - Lake Jesup Basin - TP;TN
- BMAP - Lake Okechobee - TP
- BMAP - Long Branch - FIB;DO
- BMAP - Lower St. Johns River Basin Main Stem - TN;TP
- BMAP - Lower St. Johns River Basin Tributaries I and II - FIB
- BMAP - Manatee River Basin - FIB;TN;TP;DO
- BMAP - Middle and Lower Suwannee River Basin - TN
- BMAP - Northern Indian River Lagoon - TN;TP
- BMAP - Orange Creek - TN;TP;FIB
- BMAP - Rainbow River and Springs - NO3
- BMAP - Santa Fe River Basin - TN;TP;BOD
- BMAP - Silver River and Springs - NO3
- BMAP - St. Lucie River and Estuary Basin - TN;TP;BOD
- BMAP - Upper Ocklawaha River Basin - TP
- BMAP - Upper Wakulla River and Wakulla Spring - NO3
- BMAP - Volusia Blue Springshed - NO3

- BMAP - Waccassa River and Waccassa Spring Group - TN/NO3
- BMAP - Weeki/Wachee Spring and River - NO3
- BMAP - Wekiva River, Rock Springs Run, and Little Wekiva Canal - NO3/TP/DO
- BMAP - Wekiva Spring and Rock Springs - NO3/TP
- RAP 4b - Florida Keys - Nutrients/DO
- RAP 4b - Lake Seminole Watershed - Nutrients, pH
- RAP 4b - Mosquito Lagoon - Nutrients
- RAP 4b - Shell, Praine and Joshua Creeks - Chloride Total Dissolved Solids Specific Conductance
- RAP 4b - Tampa Bay Estuary - Nutrients

Is the project identified in the BMAP Statewide Annual Report? \*

- Yes \*
- No \*

Please enter the name of the project as it appears in the BMAP Statewide Annual Report. \*

SP 37: South Septic Tank Elimination - Phase 2

Is the proposed grant project for the completion of the entire BMAP project listed above or a phase or portion thereof? \*

- Entire project \*
- Phase or portion of a project \*

Is this project located within a Rural Area of Opportunity? \*

- Yes
- No

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**Project Benefits \***

In 250 characters or less, provide a short description of how it will improve water quality and identify the targeted water body.

Septic to sewer conversion removes the leaching of nitrogen and other pollutants that could effect receiving waters. The removal of the 366 septic tanks will see a reduction of 10,615 lbs/yr of Total Nitrogen into the Indian River Lagoon and SLT.

4 character(s) remaining

Enter the project benefits below in numeric form. If there is no benefit, the benefit is not known or the benefit is not calculable, enter "0." If benefits are other than those listed below, be sure to describe them in the short description, above.

**Water Quality Benefits**

Total Nitrogen reductions (lbs/year) \*

10615

Total Phosphorus reductions (lbs/year) \*

0

**Reason \***

You have entered 0 for one or more of the water quality benefits above. Please indicate which of the following best applies:

This category is not applicable for this project

**Ancillary Water Quantity Benefits**

Water made available within 2 years of project completion (MGD) \*

0

Storage created upon project completion (MG) \*

0

**Reason \***

You have entered 0 for one or more of the water quantity benefits above. Please indicate which of the following best applies:

This category is not applicable for this project

**Other Benefits**

**If the project has benefits beyond water quality and/or water quantity, please explain.**

The Town residents are currently working on resiliency items to relieve stormwater/sea level rise and allow sanitary sewer service to all properties during all storm events. As the Town provides more stormwater treatment and raises the seawall to requirements for all coastal lots to elevation 5.00 NAVD, then the Town complies as a resilient community. With completion of this phase, the residents will gain a more reliable utility (sewer system) that will operate during heavy rains and sea level rises.

**Please provide a description of how the above benefits were calculated, including the name of the model or tool used, if applicable. For septic to sewer projects, please use the OSTDS calculations for BMAPs tool found [HERE](#).**

Attached are BMAP Section 3.2.3 OSTDS which calculate the reduction in nitrogen.

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## FUNDING REQUESTS

Is this a new project or a new phase of an existing project? \*

New Project  New Phase

Does this project have a multi-year project implementation schedule with previous state funds committed to the project, or to a phase of this project? \*

Yes  No

Anticipated grant funds needed \*

\$ 5,000,000.00

Local funds and/or match commitment ?

\$ 5,000,000.00

Does the grant amount requested include costs for preconstruction activities? (Design, permitting, surveys, etc.) \*

Yes

No

Preconstruction Activities Amount: \*

\$ 430,000.00

Please describe the activities that will be funded. \*

Design/Permitting/Bidding cost = \$250,000  
Construction (road repair)/CEI cost = \$9,570,000  
Grant Management cost = \$180,000.00

Total project cost \*

\$ 10,000,000.00

Cost Effectiveness \*

Describe how this project accomplishes its goals in an affordable, efficient and effective manner.

By removing residential septic tanks and connecting residences to sanitary sewer, the Town protects public health for drinking water sources and adjacent estuaries. It eliminates the release of high levels of TN and TP to adjacent waterbodies, which may allow natural fauna to return to the St. Lucie River & Estuary.

183 character(s) remaining

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### PROPOSED PROJECT READINESS TO PROCEED

Estimated design completion at the time of this proposal submittal? \*

- 0%
- 30%
- 60%
- 90%
- 100%
- No design required

Has all required permitting been completed? \*

- Yes
- No
- No permits required

Please provide relevant status information for each permit not yet completed. \*

FDEP Wastewater Permit will be required

Estimated completion date of design and permitting:

02/01/2025

Estimated start date of construction or BMP implementation: \*

03/01/2025

Estimated project end date: \*

03/01/2026

Does this project have approval from a city council, county board or other governing board to move forward? \*

- Yes
- No
- N/A

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so. \*

Town Commission approval is pending  
Marin County Utilities provides treatment and maintenance/operation of the sanitary sewer system

362 character(s) remaining

Land ownership status (for construction projects only): \*

Land is under an easement that allows for construction and access.

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Please select from the following eligible project types for this grant program: \*

Septic to Sewer

If the project selected makes sewer connections available to properties currently served by onsite sewage treatment and disposal systems (OSTDS), please verify that you agree that you will provide notification of the availability of sewer and the requirement to connect within 365 days of the notification, per s. 381.00655, F.S. Proof of such notice will be required in the grant agreement following construction completion and prior to reimbursement.

I Agree \*

Will connections be required? \*

Yes \*  No \*

What is the facility ID for the receiving wastewater treatment facility? \*

Martin County Utilities North WWTF (FLA043192)

Does the receiving wastewater facility have existing capacity to accept the flow associated with this project? \*

Yes \*  No \*

What is the current level of buy-in or approval from neighborhood for sewer connections? \*

Currently, the Town has been experiencing a 45-50% hook-up rate to tie into sanitary sewer.

Will the requested grant funding be used to subsidize the connections to central sewer? \*

Yes \*  No \*

What other incentives are offered for hooking up to sewer, if any? \*

The Town residents will be paying for their home's connection to the sewer lines in the town's ROW. Martin County Sewer has determined the fee of \$12,000 to connect to the County's sewer.



Who will be responsible for the abandonment of OSTDS (septic tanks)? \*

Applicant \*  Homeowner \*

How many sewer connections will be made as a result of this project? \*

366

How many septic tanks will be abandoned as a result of this project? \*

366

How many of those connections are made available to currently vacant parcels to prevent future septic tanks? \*

20

How many of the OSTDS targeted by this project are on individual parcels 1 acre or less? \*

All \*  Most (greater than 50% but not all) \*  Some (fewer than 50%, but some) \*  None \*

How many of those OSTDS are within 200 meters of a waterbody? \*

366

Has the utility established a billing method associated with the new connections (e.g. plans to use potable use data)? \*

Yes \*  No \*

Does the utility have a plan to ensure ongoing maintenance of the system for its usable life? \*

Yes \*  No \*

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**Is there a public outreach component to the project? \***

- Yes  No

**Please describe. Include key messages and target audience. \***

The Town staff has used their website and direct mail/email to inform residents of all updates, gather interest in the proposed sanitary service and communicate any changes in the project schedule. According to a survey of mailings, the majority of Town residents plan to connect within the first three years.

**The project identified is eligible for a Water Quality Improvement Grant as a \***

Project listed in a city or county capital improvement element pursuant to section 163.3177(3)(a)4.b, F.S.

**Will any monitoring or modeling be included in the project? \***

- Yes  
 No

**Are there any innovative technologies being used for the project? \***

- Yes  
 No

**Please provide details (e.g., links to information on technology or methodology, etc.). \***

Construction will be accurate directional drilling for gravity sewers. The community will have less roadway/driveway repairs and therefore less cost for the sanitary sewer lines to replace septic tanks.

**Is any restoration included in the project? \***

- Yes  
 No

**Please provide details (e.g., species, habitats, etc.). \***

Under Florida rules, partial removal of the septic tank on private properties must be removed to disable the homeowner from returning to using the former septic tank. All lots will be restored to their original condition prior to sanitary sewer program.

**Please provide any additional information that would be beneficial in the evaluation of the project.**

The Town has completed a Master Sanitary Sewer Study to identify the most effective way to provide sewer services to all properties. A significant portion of the Town will be equipped with Low Pressure Force Main systems, featuring grinder stations. Additionally, the Town will serve the remaining residents with gravity sewers and lift stations.

If you would like to submit any supplemental documents, please email them to [DWRAFundingPortal@FloridaDEP.gov](mailto:DWRAFundingPortal@FloridaDEP.gov), being sure to include the project title in the subject line.

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By choosing YES below, I hereby acknowledge that: (1) information submitted to the Department will become a public record; (2) submittal does not create an agreement, nor does it guarantee funding; (3) I understand the funding is available only to governmental, higher education, or nonprofit entities and I am or represent an eligible entity.

Yes \*

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Submit

**WATER QUALITY  
IMPROVEMENT GRANT**

**PHASE 2  
S. SEWALL'S  
POINT ROAD**

R2

► Submission information

### PROJECT DETAILS

Please identify the best contact and corresponding contact information this project.

**Contact Name \***

Amy Adams, President - Cape Canaveral Scientific, Inc.

**Address \***

220 Surf Road

**City \***

Melbourne Beach

**State \***

Florida

**Zip \***

32951 2333

**Phone \***

(321) 722 1161

**Email \***

aadams@gate.net

**Secondary Contact Name \***

This should be different than the primary contact listed above.

Mana Pierce, Finance Director - Town of Sewall's Point

**Secondary Contact Phone \***

1772, 287 2455

**Secondary Contact Email \***

MPierce@sewallspoint.org

**Entity/Sponsor Name \***

Town of Sewall's Point

**Project Title \***

If requesting funding for only a single phase of a project, please include the phase name or number.

South Sewall's Point Road Phase 2

**Please select all grant programs for which you seek to apply and are eligible:**

Additional information regarding these grant programs can be found [HERE](#)

- Water Quality Improvement Grant
- Indian River Lagoon Water Quality Improvement Grant
- Caloosahatchee Water Quality Improvement Grant
- Biscayne Bay Water Quality Improvement Grant

**Project Description**

In 750 characters or less, a concise project description will be able to answer three questions: what, where and why. What type of project is being implemented, where is the nearest neighborhood or waterbody this project is benefiting, and why the project is being implemented (intended purpose or benefit)?

This Phase 2 grant funding will use similar Best Management Practices (BMP) improvements for the BMP Treatment Train 76 ac at a different location from Phase 3. The Town will employ the following BMPs to cleanse runoff before its flows into groundwater and adjacent waterbodies. The Town Engineer has completed the design, and is now in process of permitting the 'shovel ready' project. The approved design plans include construction of a stormwater treatment area (STA), littoral shelves to slow discharge, construction to raise the roadway to elevation 3.00 NAVD, an exfiltration system, baffle boxes and WaPro control valves located at the 2 weirs at the outfall to improve cleansing of drainage from residential lots/Town roads.

17 character(s) remaining

**Please describe how the project will address the sources of nutrients or other pollutants and/or how this project is effective and necessary for restoring water quality.**

This project will collect and treat stormwater for the removal of Total Nitrogen 61.4% (388.31 lbs/yr) removal, Total Phosphorus 73.5% (55.91 lbs/yr) removal, TSS 93.7% (5,118.53) removal and BOD (biochemical oxygen demand) of 13% removal. By aggregating the flowing stormwater through the Treatment Train components, we remove the effects of waste (water) directly entering the IRL and SLE, lessening the oxygen content in the receiving waterbody (St. Lucie Estuary). Please note the summary of treatment reports that depict a significant reduction in nutrients Nitrogen/Phosphorus/TSS.

► Submission information

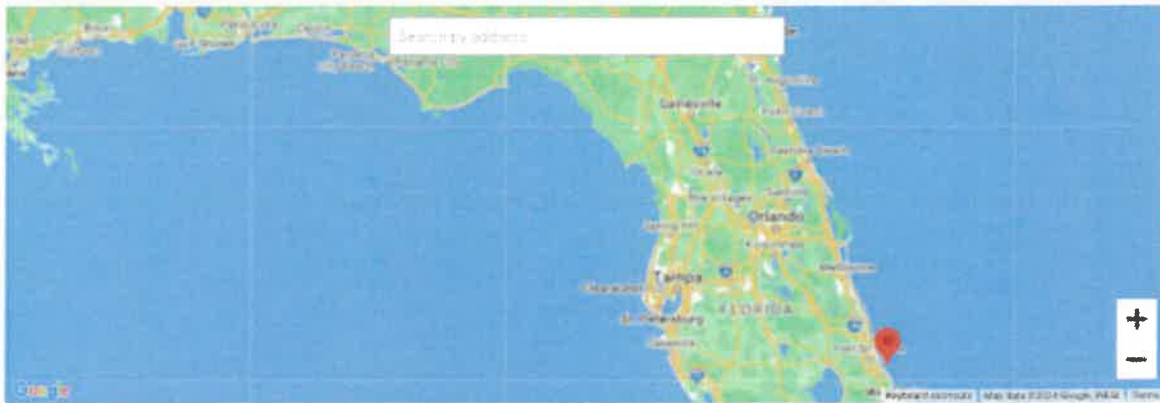
Enter the county and/or counties in which the project is located. \*

Martin

Please select the project location on the map below

Zoom to the area of the project and place the marker where the project will be located. You may also search by address.

If the project includes multiple locations, please select a centroid.



What is the targeted waterbody for this project? (Can include downstream waters.) \*

St. Lucie River and Estuary Basin

Is the project benefiting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)? \*

Yes  No

What is the name of the waterbody not attaining standards that this project benefits? \*

St. Lucie River and Estuary Basin

Is this project located within a basin management action plan (BMAP) area or a reasonable assurance plan area adopted by final order (RAP)? \*

Yes  No

Is this project located within a basin management action plan (BMAP) area or a reasonable assurance plan area adopted by final order (RAP)?

Yes  No

What BMAP or RAP area is the project located in? [View Map of BMAPs](#)

- BMAP - Abita River Basin - FIB/TN/TP/DD
- BMAP - Banana River Lagoon - TN/TP
- BMAP - Bayou Chico (Pensacola Basin) - FIB
- BMAP - Caloosahatchee River and Estuary Basin - TN/TP
- BMAP - Central Indian River Lagoon - TN/F
- BMAP - Chassahowitzka-Homokassa Springs - NO3
- BMAP - DeLeon Spring - NO3
- BMAP - Everglades West Coast Basin - TN/DD
- BMAP - Gemini Springs - NO3
- BMAP - Hillsborough River Basin - FIB
- BMAP - Jackson Blue Spring and Merritts Mill Pond Basin - NO3
- BMAP - Kings Bay and Crystal River Springs - TN/TP/NO3/OPD4
- BMAP - Lake Harney, Lake Monroe, Middle St. Johns River and Smith Canal - TN/TP
- BMAP - Lake Jesup Basin - TP/TN
- BMAP - Lake Okechobee - TP
- BMAP - Long Branch - FIB/DD
- BMAP - Lower St. Johns River Basin Main Stem - TN/TP
- BMAP - Lower St. Johns River Basin Tributaries I and II - FIB
- BMAP - Manatee River Basin - FIB/TN/TP/DD
- BMAP - Middle and Lower Suwannee River Basin - TN
- BMAP - Northern Indian River Lagoon - TN/TP
- BMAP - Orange Creek - TN/TP/FIB
- BMAP - Rainbow River and Springs - NO3
- BMAP - Santa Fe River Basin - TN/TP/BOD
- BMAP - Silver River and Springs - NO3
- BMAP - St. Lucie River and Estuary Basin - TN/TP/BOD



- BMAP - Silver River and Springs - NO3
- BMAP - St. Lucie River and Estuary Basin - TN/TP/BOD
- BMAP - Upper Ocklawaha River Basin - TP
- BMAP - Upper Wakulla River and Wakulla Spring - NO3
- BMAP - Volusia Blue Springshed - NO3
- BMAP - Wacissa River and Wacissa Spring Group - TN/NO3
- BMAP - Weeki Wachee Spring and River - NO3
- BMAP - Wekiva River, Rock Springs Run, and Little Wekiva Canal - NO3/TP/DO
- BMAP - Wekiva Spring and Rock Springs - NO3/TP
- RAP 4b - Florida Keys - Nutrients/DO
- RAP 4b - Lake Seminole Watershed - Nutrients, pH
- RAP 4b - Mosquito Lagoon - Nutrients
- RAP 4b - Shell, Prairie and Joshua Creeks - Chloride Total Dissolved Solids Specific Conductance
- RAP 4b - Tampa Bay Estuary - Nutrients

Is the project identified in the BMAP Statewide Annual Report? \*

- Yes \*
- No \*

Please enter the name of the project as it appears in the BMAP Statewide Annual Report. \*

Project ID 4597, SP 34 South Sewall's Point Road Phase 2

Is the proposed grant project for the completion of the entire BMAP project listed above or a phase or portion thereof? \*

- Entire project \*
- Phase or portion of a project \*

Is this project located within a Rural Area of Opportunity? \*

- Yes
- No

► Submission Information

**Project Benefits \***

In 250 characters or less, provide a short description of how it will improve water quality and identify the targeted water body.

This Phase 2 stormwater treatment train combines multiple treatment processes and practices to ensure management of all pollutants that could affect receiving waters. This treatment train provides an annual removal rate of 78.5% TP and 61.4% TN.

4 character(s) remaining

Enter the project benefits below in numeric form. If there is no benefit, the benefit is not known or the benefit is not calculable, enter "0." If benefits are other than those listed below, be sure to describe them in the short description, above.

**Water Quality Benefits**

**Total Nitrogen reductions (lbs/year) \***

388.31

**Total Phosphorus reductions (lbs/year) \***

55.91

**Ancillary Water Quantity Benefits**

**Water made available within 2 years of project completion (MGD) \***

0

**Storage created upon project completion (MG) \***

0

**Reason \***

You have entered 0 for one or more of the water quality benefits above. Please indicate which of the following best applies:

This category is not applicable for this project

**Other Benefits**

**If the project has benefits beyond water quality and/or water quantity, please explain.**

The project provides Water Quality Treatment/Water Quality Attenuation. The roadway elevations are raised to address sea level rise and flooding up to 25-100yr storm events. The 2 outfalls will have WaPro backflow controls to hold back sea level rise. In addition, the 2 outfalls will have electric pumps with generator back up to address back to back storms.

**Please provide a description of how the above benefits were calculated, including the name of the model or tool used, if applicable. For septic to sewer projects, please use the OSTDS calculations for BMAPS tool found [HERE](#).**

Estimated reductions were calculated using the BMPTrains Model for TN and TP. Since BMPTrains does not calculate TSS or BOD removal, the Spreadsheet Tool for Estimating Pollutant Load (STEPL, 2007) was used for TSS and BOD.

► Submission information

## FUNDING REQUESTS

Is this a new project or a new phase of an existing project? \*

New Project  New Phase

Does this project have a multi-year project implementation schedule with previous state funds committed to the project, or to a phase of this project? \*

Yes  No

Please provide the previous DEP grant agreement number(s) associated with this project: \*

This project is partially funded by a FDEP Resiliency Grant #23FRP06 (ARPA federal funds).

410 character(s) remaining

State grant amount awarded previously: \*

\$ 2,900,000.00

Please outline the multi-year implementation schedule detailing any previously state funded phases of the project, the phase currently being requested with this project proposal, future phases of the project, including the projected timeline for full implementation of the completed project: \*

This is a one phase, shovel ready project with construction estimated to begin in April 2025 and substantial completion in April 2026.

Anticipated grant funds needed \*

\$ 5,500,000.00

Local funds and/or match commitment \*

\$ 5,500,000.00

Does the grant amount requested include costs for preconstruction activities? (Design, permitting, surveys, etc.) \*

Yes  
 No

Preconstruction Activities Amount: \*

\$ 180,000.00

Please describe the activities that will be funded. \*

Design/Permitting/Bidding cost = \$180,000  
Construction/CEI cost = \$10,640,000  
Grant Management cost = \$180,000

Local/Match funds = Martin County Utilities, FEMA, FDOT, Town of Sewall's Point

Total project cost \*

\$ 11,000,000.00

Cost Effectiveness \*

Describe how this project accomplishes its goals in an affordable, efficient and effective manner.

Located at a different location than Phase 3, this Phase 2 project will use similar BMP improvements to Phase 3. This Phase 2 funding will be used for Stormwater Treatment Area construction, littoral shelves to slow down discharge from residential lots and construction of a weir at the 2 outfalls. This design will significantly reduce flooding, runoff that releases high levels of TN and TP into adjacent waterbodies.

77 character(s) remaining

► Submission information

### PROPOSED PROJECT READINESS TO PROCEED

Estimated design completion at the time of this proposal submittal? \*

- 0%
- 30%
- 60%
- 90%
- 100%
- No design required

Has all required permitting been completed? \*

- Yes
- No
- No permits required

Please provide relevant status information for each permit not yet completed. \*

SFWMD ERP, SFWMD ERP Pump, FDEP Water permits will be required.

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so. \*

The Town of Sewall's Point will be responsible for overseeing and tracking the proposed project. The Town of Sewall's Point's administration and Town Commission is currently not engaged in any legal issues with concern to this project. The Town leaders are currently committed to moving forward with construction.

184 character(s) remaining

Land ownership status (for construction projects only): \*

Land is under an easement that allows for construction and access.

Please provide relevant status information for each permit not yet completed. \*

SFWMD ERP, SFWMD ERP Pump, FDEP Water permits will be required.

Estimated completion date of design and permitting:

05/01/2024

Estimated start date of construction or BMP implementation: \*

04/01/2025

Estimated project end date: \*

04/01/2026

Does this project have approval from a city council, county board or other governing board to move forward? \*

Yes  No  N/A

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so. \*

The Town of Sewall's Point will be responsible for overseeing and tracking the proposed project. The Town of Sewall's Point's administration and Town Commission is currently not engaged in any legal issues with concern to this project. The Town leaders are currently committed to moving forward with construction.

184 character(s) remaining

Land ownership status (for construction projects only): \*

Land is under an easement that allows for construction and access

► Submission information

Please select from the following eligible project types for this grant program: \*

Stormwater Improvements

What is the size of the drainage basin for the stormwater project, in acres? \*

76.0

Are you repairing, upgrading, expanding, or constructing? \*

Constructing

Please select all the stormwater types that apply to this project: \*

- Retention/detention
- Swales
- Constructed or improved wetland
- Baffle boxes
- Shoreline stabilization
- Living shoreline
- Rain gardens, green roofs, tree bases, or vegetated buffers
- Hydrologic restoration
- Stormwater Treatment Area
- Chemical or biological treatment (e.g., flocculent, filter media)
- Other...

► Submission information

Is there a public outreach component to the project? \*

- Yes  No

Please describe. Include key messages and target audience. \*

The Town of Sewall's Point has a 15 year history of coping with hurricanes and unexpected heavy rainstorms that continuously leave 3 feet of saturated flood waters in the Town's streets and adjacent residential yards. The town will maintain a messaging board on its website that will be updated weekly to report on the projects process and its goal to complete this important project.

The project identified is eligible for a Water Quality Improvement Grant as a \*

Project listed in a city or county capital improvement element pursuant to section 163.3177(3)(a)4, b, F.S.

Will any monitoring or modeling be included in the project? \*

- Yes  
 No

Are there any innovative technologies being used for the project? \*

- Yes  
 No

Please provide details (e.g., links to information on technology or methodology, etc.). \*

The sea level rise components include WaPro control structures, weirs, pumps, STA plantings in combination with underground storage allows the area to avoid flooding and 61.4% TN, 78.5% TP, 93.7% TSS and 13% BOD.

Is any restoration included in the project? \*

- Yes  
 No

Please provide details (e.g., species, habitats, etc.). \*

This project includes the construction of a weir to be constructed at the interface the Town's South Sewall's Point Road and the eastern shoreline where historical flooding has occurred. By raising the road elevation 3.00 NAVD, constructing swales in the road right of way and constructing a weir adjacent to the eastern shoreline, the Town will restore a flow through marsh that will reduce wave height and impact on the shoreline and restore nursery habitat for fish larvae, smaller young of the year fish and wading birds.

Please provide any additional information that would be beneficial in the evaluation of the project.

The project will elevate the road to an elevation of 3.00 NAVD, providing access to over 1,000 homes. The treatment train will significantly reduce the nutrients currently flowing into the Indian River Lagoon and SLE during tidal flows. The system will include pump systems to provide relief during back to back storms or major storm events along with a generator backup in case of power outages.

If you would like to submit any supplemental documents, please email them to [DWRAFundingPortal@FloridaDEP.gov](mailto:DWRAFundingPortal@FloridaDEP.gov), being sure to include the project title in the subject line.

► Submission information

By choosing YES below, I hereby acknowledge that: (1) information submitted to the Department will become a public record; (2) submittal does not create an agreement, nor does it guarantee funding; (3) I understand the funding is available only to governmental, higher education, or nonprofit entities and I am or represent an eligible entity.

- Yes \*

**WATER QUALITY  
IMPROVEMENT GRANT**

**PHASE 3  
S. SEWALL'S  
POINT ROAD**

## South Sewall's Point Road - Phase 3

<https://protectingfloridatogether.gov/state-action/grants-submissions/water-quality-improvement-form?token=8n2s2ayh2698GROBf-ekpHfkIg870taBSaOHgtj54mk>

# WATER QUALITY IMPROVEMENT GRANTS

[BACK TO GRANTS PORTAL](#)

◀ Previous submission

Next submission ▶



▶ Submission information

### PROJECT DETAILS

Please identify the best contact and corresponding contact information for this project.

**Contact Name \***

Amy Adams, President Cape Canaveral Scientific

**Address \***

220 Surf Road

**City \***

Melbourne Beach

**State \***

Florida

**Zip \***

32951 2333

**Phone \***

(321) 722 1161

**Email \***

aanams@gate.net

**Secondary Contact Name \***

This should be different than the primary contact listed above.

Mana Pierce, Finance Director Town of Sewall's Point

**Secondary Contact Phone \***

(772) 287 2455

**Secondary Contact Email \***

MPierce@sewallspoint.org



**Entity/Sponsor Name \***

Town of Sewall's Point

**Project Title \***

If requesting funding for only a single phase of a project, please include the phase name or number.

South Sewall's Point Road - Phase 3

**Please select all grant programs for which you seek to apply and are eligible: \***

Additional information regarding these grant programs can be found [HERE](#).

- Water Quality Improvement Grant
- Indian River Lagoon Water Quality Improvement Grant
- Caloosahatchee Water Quality Improvement Grant
- Biscayne Bay Water Quality Improvement Grant

**Project Description \***

In 750 characters or less, a concise project description will be able to answer three questions: what, where and why. What type of project is being implemented; where is the nearest neighborhood or waterbody this project is benefiting; and why the project is being implemented (intended purpose or benefit)?

This funding will be used for construction of a "shovel ready" BMP Treatment Train 109.1 at project. The Town will employ several best management practices (BMP) to cleanse runoff before its flows into groundwater and adjacent waterbodies. The Town engineer's design plans have been reviewed by agencies and permitted by the required agencies. Currently, the Town is advertising the project bid and anticipates awarding a contract in the Fall. The agency approved design plans include construction to raise the roadway, construct a stormwater treatment area (S.T.A)/detention pond, an exfiltration system, baffle boxes, littoral shelves that will slow down discharge & a weir at the outfall to improve the cleansing of drainage from residential lots.

2 character(s) remaining

**Please describe how the project will address the sources of nutrients or other pollutants and/or how this project is effective and necessary for restoring water quality. \***

This project will collect and treat stormwater for the removal of total Nitrogen 56.1% (233.77 lbs/yr), Total Phosphorus 71.8% (47.26 lbs/yr), TSS 98.3% (7,703 lbs/yr) removal and BOD (biochemical oxygen demand) of 40% (645.05 lbs/yr). By aggregating the flowing stormwater through the Treatment Train components, we remove the effects of waste (water) directly entering the IRL and SLE, lessening the oxygen content in the receiving waterbody (St. Lucie Estuary). Please note the summary of treatment reports that depict a significant reduction in nutrients - Nitrogen/Phosphorus/TSS/BOD.



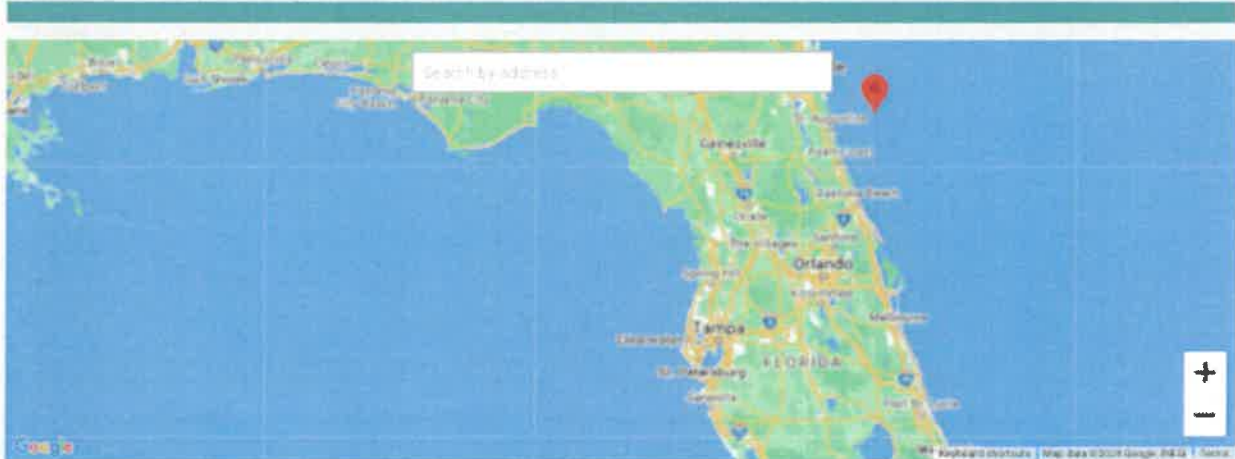
► Submission information

Enter the county and/or counties in which the project is located. \*

Martin

Please select the project location on the map below

Zoom to the area of the project and place the marker where the project will be located. You may also search by address.  
If the project includes multiple locations, please select a centroid.



What is the targeted waterbody for this project? (Can include downstream waters.) \*

St. Lucie River and Estuary Basin

Is the project benefitting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)? \*

Yes  No

What is the name of the waterbody not attaining standards that this project benefits? \*

St. Lucie River and Estuary Basin

Is this project located within a basin management action plan (BMAP) area or a reasonable assurance plan area adopted by final order (RAP)? \*

Yes  No

What BMAP or RAP area is the project located in? [View Map of BMAPs](#)

- BMAP - Alafia River Basin - FIB/TN/TP/DO
- BMAP - Banana River Lagoon - TN/TP
- BMAP - Bayou Chico (Pensacola Basin) - FIB
- BMAP - Caloosahatchee River and Estuary Basin - TN/TP
- BMAP - Central Indian River Lagoon - TN/P
- BMAP - Chassahowitzka-Homosassa Springs - NO3
- BMAP - DeLeon Spring - NO3
- BMAP - Everglades West Coast Basin - TN/DO
- BMAP - Gemini Springs - NO3
- BMAP - Hillsborough River Basin - FIB
- BMAP - Jackson Blue Spring and Merritts Mill Pond Basin - NO3
- BMAP - Kings Bay and Crystal River Springs - TN/TP/NO3/DPD4
- BMAP - Lake Harney, Lake Monroe, Middle St. Johns River and Smith Canal - TN/TP
- BMAP - Lake Jesup Basin - TP/TN
- BMAP - Lake Okeechobee - TP
- BMAP - Long Branch - FIB/DO
- BMAP - Lower St. Johns River Basin Main Stem - TN/TP
- BMAP - Lower St. Johns River Basin Tributaries I and II - FIB
- BMAP - Manatee River Basin - FIB/TN/TP/DO
- BMAP - Middle and Lower Suwannee River Basin - TN
- BMAP - Northern Indian River Lagoon - TN/TP
- BMAP - Orange Creek - TN/TP/FIB
- BMAP - Rainbow River and Springs - NO3
- BMAP - Santa Fe River Basin - TN/TP/BOO
- BMAP - Silver River and Springs - NO3
- BMAP - St. Lucie River and Estuary Basin - TN/TP/BOO
- BMAP - Upper Ocklawaha River Basin - TP
- BMAP - Upper Wakulla River and Wakulla Spring - NO3
- BMAP - Volusia Blue Springshed - NO3

This funding will be used for construction of a "shovel ready" BMP Treatment Train 109.1 ac project. The Town will employ several best management practices (BMP) to cleanse runoff before its flows into groundwater and adjacent waterbodies. The Town engineer's design plans have been reviewed by agencies and permitted by the required agencies. Currently, the Town is advertising the project bid and anticipates awarding a contract in the Fall. The agency approved design plans include construction to raise the roadway, construct a stormwater treatment area (STA)/detention pond, an exfiltration system, baffle boxes, littoral shelves that will slow down discharge & a weir at the outfall to improve the cleansing of drainage from residential lots.

2 character(s) remaining

**Please describe how the project will address the sources of nutrients or other pollutants and/or how this project is effective and necessary for restoring water quality.**

This project will collect and treat stormwater for the removal of Total Nitrogen 56.1% (233.77 lbs/yr), Total Phosphorus 71.8% (47.26 lbs/yr), TSS 98.3% (7,703 lbs/yr) removal and BOD (biochemical oxygen demand) of 40% (645.09 lbs/yr). By aggregating the flowing stormwater through the Treatment Train components, we remove the effects of waste (water) directly entering the IRL and SLE, lessening the oxygen content in the receiving waterbody (St. Lucie Estuary). Please note the summary of treatment reports that depict a significant reduction in nutrients - Nitrogen/Phosphorus/TSS/BOD.

- BMAP - Upper Wakulla River and Wakulla Spring - NO3
- BMAP - Volusia Blue Springshed - NO3
- BMAP - Wacissa River and Wacissa Spring Group - TN/NO3
- BMAP - Wekiwachee Spring and River - NO3
- BMAP - Wakiva River, Rock Springs Run, and Little Wakiva Canal - NO3/TP/DO
- BMAP - Wakiva Spring and Rock Springs - NO3/TP
- RAP 4b - Florida Keys - Nutrients/DO
- RAP 4b - Lake Seminole Watershed - Nutrients, pH
- RAP 4b - Mosquito Lagoon - Nutrients
- RAP 4b - Shell, Prairie and Joshua Creeks - Chloride Total Dissolved Solids Specific Conductance
- RAP 4b - Tampa Bay Estuary - Nutrients

Is the project identified in the BMAP Statewide Annual Report? \*

- Yes \*  No \*

Please enter the name of the project as it appears in the BMAP Statewide Annual Report. \*

Project ID 4598, SP 35 South Sewall's Point Road Phase 3

Is the proposed grant project for the completion of the entire BMAP project listed above or a phase or portion thereof? \*

- Entire project \*
- Phase or portion of a project \*

Is this project located within a Rural Area of Opportunity? \*

- Yes
- No

► Submission Information

**Project Benefits \***

In 250 characters or less, provide a short description of how it will improve water quality and identify the targeted water body.

Stormwater treatment trains combine multiple stormwater treatment processes to ensure management of all pollutants that could affect receiving waters. This treatment train provides an annual removal rate of 56.1% for TN and 71.8% for TP for the SLE.

1 character(s) remaining

Enter the project benefits below in numeric form. If there is no benefit, the benefit is not known or the benefit is not calculable, enter "0." If benefits are other than those listed below, be sure to describe them in the short description, above.

**Water Quality Benefits**

Total Nitrogen reductions (lbs/year) \*

233.77

Total Phosphorus reductions (lbs/year) \*

47.26

**Ancillary Water Quantity Benefits**

Water made available within 1 years of project completion (MGD) \*

0

Storage created upon project completion (MG) \*

0

**Reason \***

You have entered 0 for one or more of the water quality benefits above. Please indicate which of the following best applies:

This category is not applicable for this project

**Other Benefits**

**If the project has benefits beyond water quality and/or water quantity, please explain.**

The project provides Water Quality Treatment/Water Quality Attenuation. The roadway elevations are raised to address sea level rise and flooding up to 25 100yr storm events. The 3 outfalls will have backflow controls to hold back sea level rise. In addition, the 3 outfalls will have electric pumps with generator back up to address back to back storms.

**Please provide a description of how the above benefits were calculated, including the name of the model or tool used, if applicable. For septic to sewer projects, please use the OSTDS calculations for BMAPs tool found [HERE](#).**

Estimated reductions were calculated using the BMPTrains Model for TN and TP. Since BMPTrains does not calculate TSS or BOD removal, the Spreadsheet Tool for Estimating Pollutant Load (STEP1, 2007) was used for TSS and BOD.

► Submission information

**FUNDING REQUESTS**

**Is this a new project or a new phase of an existing project? \***

New Project  New Phase

**Does this project have a multi-year project implementation schedule with previous state funds committed to the project, or to a phase of this project? \***

Yes  No

**Please provide the previous DEP grant agreement number(s) associated with this project: \***

This project is partially funded by a FDEP Resiliency Grant #22FRP103 (ARPA federal funds).

409 character(s) remaining

**State grant amount awarded previously: \***

\$ 6,170,000.00

**Please outline the multi-year implementation schedule detailing any previously state funded phases of the project, the phase currently being requested with this project proposal, future phases of the project, including the projected timeline for full implementation of the completed project: \***

This is a one phase 'shovel ready' project with construction estimated to begin in September 2024 and substantial completion in September 2025.  
Local/Match funds = Martin County Utilities, FEMA, Town of Sewall's Point

**Anticipated grant funds needed \***

\$ 1,500,000.00

**Local funds and/or match commitment \***

\$ 1,500,000.00

Does the grant amount requested include costs for preconstruction activities? (Design, permitting, surveys, etc.) \*

- Yes
- No

Total project cost \*

\$ 3,000,000.00

Cost Effectiveness \*

Describe how this project accomplishes its goals in an affordable, efficient and effective manner.

Funding will be used to construct a Stormwater Treatment Area, littoral shelves to slow down discharge from residential lot and all construction of a weir at the outfall. This design will significantly reduce flooding, runoff and the release of high levels of TN and TP in to adjacent waterbodies.

199 character(s) remaining

► Submission information

### PROPOSED PROJECT READINESS TO PROCEED

Estimated design completion at the time of this proposal submittal? \*

- 0%
- 30%
- 60%
- 90%
- 100%
- No design required

Has all required permitting been completed? \*

- Yes
- No
- No permits required

► Submission information

Please select from the following eligible project types for this grant program: \*

Stormwater Improvements ▼

What is the size of the drainage basin for the stormwater project, in acres? \*

109.1

Are you repairing, upgrading, expanding, or constructing? \*

Constructing ▼

Please select all the stormwater types that apply to this project: \*

- Retention/detention
- Swales
- Constructed or improved wetland
- Baffle boxes
- Shoreline stabilization
- Living shoreline
- Rain gardens, green roofs, tree boxes, or vegetated buffers
- Hydrologic restoration
- Stormwater Treatment Area
- Chemical or biological treatment (e.g., flocculent, filter media)
- Other...


Estimated completion date of design and permitting:

08/01/2024 

Estimated start date of construction or BMP implementation: \*

10/01/2024 

Estimated project end date: \*

10/01/2025 

Does this project have approval from a city council, county board or other governing board to move forward? \*

Yes  No  N/A

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so. \*

The Town of Sewall's Point will be responsible for operating and maintaining the proposed project. The Town of Sewall's Point's administration and Town Commission is currently not engaged in any legal issues with concern to this project. The Town leaders are currently committed to moving forward with construction.

189 character(s) remaining

Land ownership status (for construction projects only): \*

Land is under an easement that allows for construction and access. ▼



► Submission information

Is there a public outreach component to the project? \*

Yes  No

Please describe. Include key messages and target audience. \*

The Town of Sewall's Point is located on a low lying north/south long peninsula that is bordered by the St. Lucie River and Estuary on its west side and the Indian River Lagoon on its east side. This projects calls for raising the roads, constructing an STA, swales and exfiltration for the stormwater to flow through treatment technology before reaching groundwater or the adjacent shoreline. This Town has a 15-year history of coping with hurricanes and unexpected heavy rainstorms that continuously leave 3 feet of saturated flood waters in the Town's streets and adjacent residential yards. The Town will maintain a messaging board on its website that will be updated weekly to report the project's process and its goal to close out this important project.

The project identified is eligible for a Water Quality Improvement Grant as a \*

Project listed in a city or county capital improvement element pursuant to section 163.3177(3)(a)4.b, F.S.

Will any monitoring or modeling be included in the project? \*

Yes

No

Are there any innovative technologies being used for the project? \*

Yes

No

Please provide details (e.g., links to information on technology or methodology, etc.). \*

The sea level rise components include WaPro control structures, weirs, pumps, STA plantings in coordination with underground storage allows the area to avoid flooding and provides reduction of nitrogen/phosphorus/TSS/BOD.

Is any restoration included in the project? \*

Yes

No

Please provide details (e.g., species, habitats, etc.). \*

This project includes the construction of a weir to be constructed at the interface the Town's South Sewall's Point Road and the eastern shoreline where historical flooding has occurred. By raising the road elevation 3.00 NAVD, constructing swales in the road right of way and constructing a weir adjacent to the eastern shoreline, the Town will restore a flow through marsh that will reduce wave height and impact on the shoreline and restore nursery habitat for fish larvae, smaller young of the year fish and wading birds.

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If you would like to submit any supplemental documents, please email them to [DWRAFundingPortal@FloridaDEP.gov](mailto:DWRAFundingPortal@FloridaDEP.gov), being sure to include the project title in the subject line.

► Submission information

By choosing YES below, I hereby acknowledge that: (1) information submitted to the Department will become a public record; (2) submittal does not create an agreement, nor does it guarantee funding; (3) I understand the funding is available only to governmental, higher education, or nonprofit entities and I am or represent an eligible entity.

Yes \*



# TOWN OF SEWALL'S POINT



## Budget-In-Brief Fiscal Year 2025



**JOHN TOMPECK**  
Mayor

**FRANK FENDER**  
Vice Mayor

**VINNY BARILE**  
Commissioner

**DAVE KURZMAN**  
Commissioner

**KAIJA MAYFIELD**  
Commissioner

# TOWN OF SEWALL'S POINT



**ROBERT DANIELS, ICMA-CM**  
Town Manager

**APRIL C. STONCIUS, MMC**  
Town Clerk

**TINA CIECHANOWSKI**  
Chief of Police

**JACK REISINGER, CBO**  
Building Official

**MARIA PIERCE**  
Finance/HR Director

August 5, 2024

Mayor and Commissioners,

I am pleased to provide the proposed Fiscal Year 2024–2025 (FY25) for the Town of Sewall's Point. The recommended FY25 budget is presented in a "Budget-In-Brief" format. Significant issues are highlighted, with a brief statement of policy intent. The following reports are included in this document:

Page 2.	Budget Calendar
Page 3.	Policy Issues Overview
Page 5.	Property Tax Recommendation
Page 7.	Budget by Fund
Page 14.	Fire Rescue Contract
Page 15.	Employee Retention Policies
Page 16.	Budget Position Control and Pay Plan
Page 17.	Capital Improvement Plan
Page 20.	Unfunded/Future Items
Appendix	Zero based budget line item detail report

In preparing the operating budget, staff has utilized a "zero based budget" technique, evaluating and calculating the specific content of each line item. This provides important background information and documents the intended use of the monies. For those who wish to review the detail, this report is provided as an appendix to the Budget in Brief.

Respectfully Submitted,

Robert Daniels  
Town Manager

## **TOWN OF SEWALL'S POINT FY 2025 BUDGET CALENDAR**

- April 01, 2024 Begin budget preparation – Departments Provided Budget History & Asked to Prepare FY25 Budget Request
- April 9, 2024 – Commission Meeting – Stormwater Utility Discussion
- April 30, 2024 – Departmental Budgets due to Town Manager
- May 14, 2024 – Commission Meeting/Public Hearing Capital Improvement Plan
  - Capital Improvement Plan (CIP)/Resolution Adopting
- June 1, 2024 - Preliminary estimate of tax roll is released
- July 1, 2024 Certified tax roll is released
- July 18, 2024 – Commission Meeting
  - Set Tentative Millage Rate
  - Adopt policy resolutions
    - Resolution continuing the 0.40 capital millage dedication for FY25
- August 13, 2024 – Budget Workshop/Commission Meeting
  - Overview of Budget
    - Review Personnel Policies & Classification and Pay Plan
  - Review Previous adopted policy resolutions
  - Adopt policy resolutions – *These may be deferred to a public hearing*
- September 9, 2024 – Tentative Budget Hearing
  - Required preliminary statements
  - Receive public comment
  - Motion to adopt the tentative millage rate
  - Motion to adopt the tentative budget
- September 23, 2024 – Final Budget Hearing
  - Required preliminary statements
  - Receive public comment
  - Motion to adopt the final millage rate
  - Motion to adopt the final the budget

**TOWN OF SEWALL'S POINT  
POLICY ISSUES OVERVIEW**

*The following is a summary of the central policy issues to be considered in adopting the budget. A brief rationale for each is described in the following pages.*

**Property taxes.** Maintain a level tax rate to avoid year to year ups and downs. Tax base increased by 7.8%, generating projected revenue increase of about \$300,000.

***Policy Considerations:***

- ***Recommend 2.87 mill tax rate for General Fund***
- ***Recommend 0.40 mill tax rate for Capital Improvement Fund***
  - ***FY25 designated for Road Resiliency once again, with a special focus on Phase 2 & 3.***

**Fiscal Sustainability – Budget by Fund.** Establish a structurally balanced budget by separating recurring revenues from non-recurring revenues.

***Policy Considerations:***

- Continue budgeting three funds: General Fund, Building Fund, & Capital Improvement Fund
- Continue formally adopting existing reserves.
  - Operating reserve \$500,000
  - Disaster reserve \$1,000,000
  - Fire-Rescue reserve \$400,000

**Fiscal Sustainability – Funding for Fire-Rescue contract in FY25.** The contract increases from \$532,783 in fiscal year 2024 to \$763,061 in fiscal year 2025. It is recommended to utilize the savings from the general fund ending fund balance in fiscal year 2024, and retaining the \$400,000 Fire-Rescue reserve for future payments.

***Policy Considerations:***

- Recommend a portion of the net revenues at the end of FY25 to be added to the restricted balance dedicated to Fire-Rescue increase. The future cost of this contract will continue to have a significant budget impact that will continue to increase approximately \$20,000 a year beginning in FY26 through FY29. Discussions on funding mechanisms for this continued services contract should be discussed prior to FY27.

**Employee retention.** Continue to focus on employee retention in a tight labor market.

***Policy Considerations:***

- Recommend a cost of living increase of 4% in employee wages; includes additional cost for wages, employer taxes and retirement.
- Recommend maintaining the current medical benefits for all employees – an increase of 8%
- Recommend accelerating the retirement vesting schedule (no budgetary impact).
- Update Human Resource Manual policies regarding leave accruals (no budgetary impact).
- Update Position Control and Pay Plan (annual update).

**TOWN OF SEWALL'S POINT  
POLICY ISSUES OVERVIEW  
(continued)**

**IT Upgrade** – The Town of Sewall's Point will be required to obtain a dedicated server along with upgrading to G365, which meets the legal requirements of government agencies and police departments. This is estimated to cost an additional \$50,000 - \$75,000 in FY25 which is included in the proposed budget.

**Capital Improvements Plan (Resolution No. 971 Adopted May 28, 2024).** Continued focus on South Sewall's Point Road Resiliency looking for additional funding to help minimize the financial impact to the residents. Does the Town Commission want to accelerate the projects via a loan?

***Policy Considerations:***

- The South River Road drainage project is estimated at \$2.5 Million. The Commission has approved initiating a portion of the South River Road Improvement Project to be started due to an increase in flooding issues near Margarita. The approved amount is \$250,000, funded by the .40 mill Capital Improvement Fund. The remainder of the project has been requested through a DEP grant.
- The next Septic to Sewer projects in South Sewall's Point. The Town currently has a grant for this project that is utilizing the residential connection fees as the Town's 50% match. Part one of this project is approximately 90% complete. Work in part two of this project should begin in FY25, with the final portion of this project being completed in FY26.



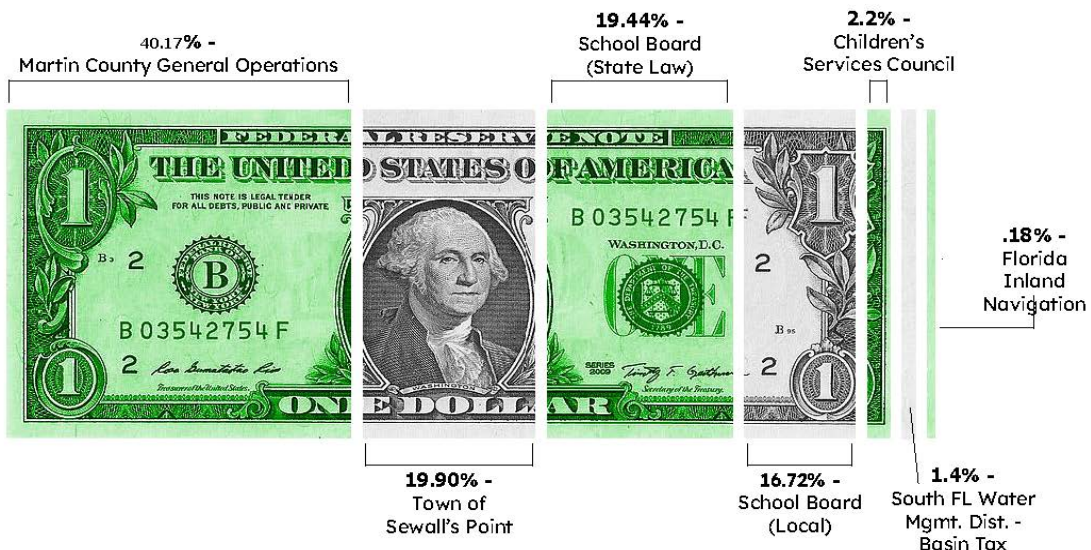
## TOWN OF SEWALL'S POINT PROPERTY TAX RECOMMENDATION

**Property taxes** are of course the most important policy ingredient of municipal budgeting. The tax base has increased by over seven percent (7.85%). Total tax base of \$991.8 million produces additional General Fund income of \$260,000 at 2.87 mills. The Capital Improvement portion (.40 mills) of the tax rate will produce approximately \$385,000 for FY25, an increase of about \$40,000.

Staff recommends continuing the same millage rate of 3.27 mills. Maintaining a level millage rate avoids having ups and downs from year to year and fully supports fiscal sustainability. The town has taken a great first step by classifying its property tax rate into two types:

- **Operating millage of 2.87 mills is recommended.** The Town has painstakingly maintained its operating millage for seven years running now. This is excellent public policy because it matches recurring revenue to important recurring town operations. Current recurring operations are fully funded at this level. However, as recurring operations continue to steadily increase, there may be a need to re-evaluate the future millage rate for sustainability.
- **Capital millage rate of 0.40 mills is recommended.** Given the tremendous policy step the town has already taken, the Manager strongly recommends maintaining this rate again for FY25. Although this produces a modest income of \$385,000, it provides an important local contribution to the ambitious level of effort in the town's Road Resiliency Program.
- **Combined millage rate of 3.27 mills** represents a 7.85% increase over the Roll-Back Rate.

### Where Do Your Property Tax Dollars Go?



Based of fiscal year 2023 data

**TOWN OF SEWALL'S POINT  
PROPERTY TAX RECOMMENDATION  
(continued)**

TOWN OF SEWALL'S POINT TAX ROLL	FY19	FY20	FY21	FY22	FY23	FY24	FY25
TAX ROLL	672,700,666	698,857,493	716,105,754	736,690,940	828,847,090	919,607,330	1,014,077,850
TAX FUNDING TOTAL	1,834,118	1,905,435	1,952,462	2,287,691	2,574,813	2,856,760	3,150,233
OPERATING 2.87	1,834,118	1,905,435	1,952,462	2,007,748	2,259,852	2,507,309	2,764,883
CAPITAL 0.40	-	-	-	279,943	314,962	349,451	385,350
<b>COMBINED TOTAL TAX RATES</b>							
Sewall's Point	2.8700	2.8700	2.8700	2.8688	2.8700	2.8700	2.8700
Ocean Breeze			3.0800	0.4000	0.4000	0.4000	0.4000
Stuart			5.0000	1.4000	1.0000	0.8000	
Jupiter Island			2.6983	5.2004	5.1700	5.1487	
Indiantown			1.6304	2.9320	3.0622	3.0359	
Martin District One			0.0829	1.6304	1.6304	1.6304	
Martin Countywide			6.7618	0.0790	0.0790	0.0714	
School Board			6.4470	6.7934	6.5559	6.6017	
Fire/Rescue Unincorporated			2.7010	6.3230	5.9888	2.7480	
County Unincorporated Stormwater			0.6156	2.6835	2.6325	2.6884	
Other Taxing Authorities			0.6613	0.6017	0.5916	0.5989	
				0.6510	0.6239	0.6994	
				17.0362	16.4378	16.4354	
			20.0567	16.6994	16.2300	16.2013	
			16.7576	17.8509	16.8003	16.6538	
			19.6502	17.3198	16.6546	16.6875	
			17.4682	17.7888	17.1893	17.1606	
			17.8195	18.0813	17.4307	17.4842	
			18.2006	18.0813	17.4307	17.4842	
			19.0837	18.9678	18.3378	18.3141	

\*Town operations  
 \*\*Town operations plus beach renourishment

**TOWN OF SEWALL'S POINT  
BUDGET BY FUND  
SOURCES AND USES**

In FY23, the Town's management proposed moving from a single fund for accounting purposes to a conventional fund structure commonly utilized by municipalities. This allowed the Town to clearly align the sources of income with the type of expenditure it supports<sup>1</sup>. The following three funds were created and continue to be budgeted:

1. **General Fund.** Fifty-eight percent (58%) of the General Fund goes to public safety – Sewall's Point Police Department and Stuart Fire-Rescue. Forty-two percent (42%) goes to Town Hall operations (Manager, Clerk, finance, insurance, maintenance, park maintenance, etc.).
  - Funded by recurring revenues which are not restricted to any specific uses. Seventy-five percent (75%) of the funding comes from the 2.87 mill property tax, with about twenty-five percent (25%) coming from other recurring general revenues.
2. **Building Fund.** Building department costs including overhead.
  - Funded by building permit fees which are restricted to paying for permit related costs. These are recurring but may vary substantially from year to year. Excess fees should be held in reserve in order to maintain continuity of operations during periods of economic downturn, provided it does not go over the statutory limitations. A separate fund allows clear accountability for the collection and use of permit fees.
3. **Capital Improvement Fund**
  - **Capital Improvements Program.** Major capital improvements.
    - Majority funding comes from one-time sources such as grants. Recurring funding serving as local grant match is from road improvement fees and the dedicated 0.40 mills property tax. This budget should directly correspond with the first year of the five-year Capital Improvement Program.
  - **Capital Maintenance.** Costs of maintaining the Town's capital assets, e.g., road resurfacing, bridge repairs, and stormwater drainage systems.
    - Funded mostly with recurring road-related fees.
    - As infrastructure is added, additional funding will be required.

**Recommend formal adoption of operating reserves, disaster reserves, and fire-rescue reserves.**

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<sup>1</sup> "Most state and local governments are subject to a requirement to pass a balanced budget. However, a budget that may fit the statutory definition of a "balanced budget" may not, in fact, be financially sustainable. For example, a budget that is balanced by such standards could include the use of non-recurring resources, such as asset sales or reserves, to fund ongoing expenditures, and thus not be in structural balance. A true structurally balanced budget is one that supports financial sustainability for multiple years into the future. A government needs to make sure that it is aware of the distinction between satisfying the statutory definition and achieving a true structurally balanced budget... As a first step, the government should identify key items related to structural balance. These include: *recurring and non-recurring revenues, recurring and non-recurring expenditures, and reserves.*"

Reference: <https://www.gfoa.org/materials/achieving-a-structurally-balanced-budget>



**TOWN OF SEWALL'S POINT  
PROPOSED BUDGET BY FUND - FY 2025**

		FUND 001	FUND 101	FUND 301	2025
		GENERAL FUND	BUILDING FUND	CAPITAL FUND	BUDGET
<b>REVENUES</b>					
311.000	AD VALOREM TAXES	3,150,233			3,150,233
312.410	GAS TAX			145,000	145,000
312.420	GAS TAX SECOND LOCAL OPTION			100,000	100,000
315.000	COMMUNICATIONS SERVICES TAX	50,000			50,000
316.000	LOCAL BUSINESS TAX	1,500			1,500
322.000	BUILDING PERMIT FEES		430,000		430,000
322.001	TECHNOLOGY FEE		7,000		7,000
322.003	SITE PLAN REVIEWS		5,000		5,000
323.100	ELECTRIC FRANCHISE FEES	200,000			200,000
325.200	BUILDING DEPT ROAD IMPROVEMENT			150,000	150,000
329.001	PLANNING & ZONING FEES	5,000			5,000
331.000	HMGP GRANTS			3,802,728	3,802,728
334.000	FDEP GRANTS			16,720,000	16,720,000
335.000	LEGISLATIVE APPROPRIATIONS			1,000,000	1,000,000
335.120	STATE REVENUE SHARING	86,471			86,471
335.150	STATE REVENUE SHARING	1,500			1,500
335.180	SALES TAX	293,139			293,139
337.200	LOCAL GRANT - PD				0
337.300	MCU SSPR REIMBURSEMENT				0
351.300	CIVIL FINES				0
351.500	TRAFFIC FINES	10,000			10,000
351.501	POLICE EDUCATION - TRAFFIC FINES	1,200			1,200
351.901	CODE ENFORCEMENT VIOLATIONS	2,500			2,500
354.000	FINES-LOCAL ORDINANCE VIOLATIONS	1,000			1,000
361.100	INTEREST	50,000			50,000
366.002	CONTRIBUTIONS - SAFETY EQUIPMENT GRANT				0
366.003	CONTRIBUTIONS - TOWN EVENTS				0
366.004	CONTRIBUTIONS - POLICE DEPARTMENT				0
367.000	TOWN LICENSES	7,000			7,000
369.900	MISCELLANEOUS REVENUE	2,000			2,000
369.901	MISCELLANEOUS REVENUE POLICE				0
369.902	MISC REVENUE - PARK	1,200			1,200
382.000	RESERVE UTILIZATION	190,928	80,811	2,229,969	2,501,708
	TRANSFER FROM GENERAL FUND			385,349	385,349
	<b>TOTAL REVENUES</b>	<b>4,053,671</b>	<b>522,811</b>	<b>24,533,046</b>	<b>29,109,528</b>

**TOWN OF SEWALL'S POINT  
PROPOSED BUDGET BY FUND - FY 2025**

	FUND 001	FUND 101	FUND 301	2025
	GENERAL FUND	BUILDING FUND	CAPITAL FUND	BUDGET
<b>EXPENDITURES</b>				
RESERVE ADDITION				0
512 TOTAL EXECUTIVE	713,632			713,632
513 TOTAL FINANCE	117,460			117,460
514 TOTAL LEGAL	115,000			115,000
517 TOTAL DEBT SERVICE	150,780			150,780
519 TOTAL GOVERNMENTAL SERVICES	626,411			626,411
521 TOTAL POLICE	1,567,327			1,567,327
522 TOTAL FIRE	763,061			763,061
524 TOTAL BUILDING		522,811		522,811
519 TOTAL GOVERNMENTAL SERVICES - CAPITAL			121,000	121,000
538 TOTAL STORMWATER			24,252,046	24,252,046
541 TOTAL STREETS & BRIDGES			160,000	160,000
<b>TOTAL EXPENDITURES</b>	<b>4,053,671</b>	<b>522,811</b>	<b>24,533,046</b>	<b>29,109,528</b>

**TOWN OF SEWALL'S POINT  
FIRE RESCUE AGREEMENT**

The Town contracts with the City of Stuart for Fire-Rescue services for town residents. This is a very cost-effective means of providing the service. However, the contract calls for a major increase from \$565,231 in FY24 to \$763,061 in FY25. This is an increase of \$197,830 which is being funded in FY25 from the savings seen in the general fund in FY24.

- Below is the payment schedule for the remaining 5 years. It is important to note, that an increase of this magnitude will continue to have a significant bearing on future budgets.

Fire-Rescue Contract Cost

PREVIOUSLY PAID		UPCOMING PYMTS	
YEAR	AMOUNT	YEAR	AMOUNT
2018	\$ 182,875.00	2024	\$ 565,231.00
2019	\$ 365,750.00	2025	\$ 763,061.00
2020	\$ 502,200.00	2026	\$ 785,953.00
2021	\$ 517,266.00	2027	\$ 809,532.00
2022	\$ 532,784.00	2028	\$ 833,818.00
2023	\$ 548,767.00	2029	\$ 858,832.00
Sub-Total	\$ 2,649,642.00	Sub-Total	\$ 4,616,427.00
Total Fire-Rescue Contract Cost:		\$ 7,266,069.00	

\*During FY25, staff recommends starting initial negotiations for a successor agreement with the City of Stuart Fire & Rescue.

**TOWN OF SEWALL'S POINT  
EMPLOYEE RETENTION POLICIES**

Recruiting and retention once again deserve special attention this budget year. The current labor market continues to be very difficult. Employers across all segments of the economy are having difficulty filling positions and many are resorting to hiring bonuses. The Town is very fortunate to have highly competent staff. The following policies are recommended to help assure retention of current personnel<sup>2</sup> and recruitment.

- Recommend a wage increase for employees of four percent (4%).
- Recommend remaining with the current insurance plan that is offered to the employees. Insurance had an increase of 8%.
- Recommend a part-time (0.50 FTE) Building Inspector to assist the Building Official.
- Recommend amending the retirement plan to modify vesting. Presently vesting begins at 20% at the end of two years, then graduates 20% each year, and full vesting occurs at the end of the sixth year of employment.
  - Recommend changing the vesting schedule to 100% vesting at the end of the 4<sup>th</sup> year of employment. This will help encourage employees to remain with the Town during the critical two (2) to five (5) year employment tenure.

**Recommend Approve the Position Control and Pay Plan, below.**

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<sup>2</sup> The Town is presently in labor negotiations, so certain of these policies may or may not be applicable to police officers, unless or until they are negotiated.

**TOWN OF SEWALL'S POINT  
POSITION CONTROL AND PAY RANGES  
FISCAL YEAR 2025**

<b>AUTHORIZED POSITIONS</b>	<b>FTE's</b>	<b>LOW</b>	<b>MID</b>	<b>HIGH</b>
TOWN MANAGER	1		Per Contract	
TOWN CLERK	1	\$ 50,369	\$ 61,562	\$ 70,000
FINANCE DIRECTOR	1	\$ 69,956	\$ 86,100	\$ 105,000
BUILDING OFFICIAL / PW	1	\$ 89,544	\$ 106,334	\$ 139,000
PUBLIC WORKS MAINTENANCE	1	\$ 33,579	\$ 44,772	\$ 55,000
TOWN / FINANCE / BLDNG ASSIST.	1	\$ 50,369	\$ 61,562	\$ 70,000
POLICE CHIEF	1	\$ 106,334	\$ 128,720	\$ 145,000
POLICE ADMIN ASSISTANT	1	\$ 50,369	\$ 61,562	\$ 70,000
POLICE LIEUTENANT	1	\$ 83,034	\$ 99,230	\$ 113,000
POLICE SERGEANT	1		Per Collective Bargaining Agreement	
POLICE OFFICER	7		Per Collective Bargaining Agreement	
PART-TIME BUILDING INSPECTOR	0.5	\$ 55,000	\$ 70,000	\$ 85,000
Total FTE's	17.5			

**Town of Sewall's Point - Salary Allocations  
Fiscal Year 2025**

<b>Title</b>	<b>FTE</b>	<b>Executive</b>	<b>Building</b>	<b>Finance</b>	<b>General Government</b>	<b>Police</b>
Town Manager	1	60.00%	40.00%			
Town Clerk	1		20.00%		80.00%	
Finance/HR Director	1		35.00%	65.00%		
Building Official	1		100.00%			
Admin Assist - Bldg/Fin/TH	1		80.00%		20.00%	
Public Works/Bldg Maintenance	1		60.00%		40.00%	20.00%
Police Chief	1					100.00%
Admin Assist - Police	1					100.00%
Police Officer - LT	1					100.00%
Police Officer - Sgt	1					100.00%
Police Officer	7					100.00%

**Aggregate Salary Totals**

General Town Operations	\$ 223,416.29
Building Department Operations	\$ 303,059.94
Police Department Operations	\$ 863,694.57

**TOWN OF SEWALL'S POINT**  
**CAPITAL IMPROVEMENTS PLAN (ALREADY APPROVED)**

**Background Guidance**

Over the past four years, the Town Commission has undertaken significant policy steps to guide the future character of the town. The January 2020 workshops resulted in three important priorities: Financial responsibility, environmental stewardship, and mobility, each encompassing a range of activities. This was followed in 2021 & 2023 with a strategic plan which detailed road resiliency (mobility), stormwater (environmental stewardship), and other capital project needs over the next decades. The Town Commission adopted a comprehensive plan revision in 2022, including a first ever capital improvement element, complete with goals, objectives, and policies.

These policy guidance documents have been studied and form the basis of the proposed Capital Improvement Plan (CIP). Most notably, the CIP updates cost and timing of the planned projects with the best current information. It also delineates the revenue sources required to fund the projects, thereby addressing financial responsibility.

Capital Improvement Projects. Capital projects are funded primarily with non-recurring revenues and are segregated into a separate fund to preserve the dedicated revenues being used such as the 0.40 dedicated millage and one-time revenues such as grants.

Capital Maintenance. The town's major investments in capital projects should be matched with an on-going recurring maintenance program funded with recurring revenues.

Additional grants are being sought for multiple projects. Some projects might not have any funding source currently identified. The Capital Improvement Plan was adopted by Resolution No. 971 on May 28, 2024. The below sheets, at this time, summarize the best cost estimate with available data for each project as well as current funding and proposed funding sources. As the Town has seen recently, these figures will fluctuate. This is presented as a 5-year plan, knowing that additional monies will need to be sought and secured to move forward with the unfunded capital projects.

Please see the adopted CIP on the next page.



**PROJECT COSTS**

**CAPITAL PROJECTS**

	FY25	FY26	FY27	FY28	FY29	5-YR TOTAL
South Sewall's Point Road Phase 1 Part 4	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ 2,500,000
South Sewall's Point Road Phase 2	\$ 6,170,000	\$ 4,226,000	\$ 150,000	\$ -	\$ -	\$ 10,546,000
South Sewall's Point Road Phase 3	\$ 10,538,046	\$ 150,780	\$ 1,798,988	\$ -	\$ -	\$ 12,487,814
South Sewall's Point Road Phase 4	\$ -	\$ -	\$ 7,500,000	\$ 6,900,000	\$ -	\$ 14,400,000
North Sewall's Point Road	\$ 387,000	\$ 26,948,000	\$ -	\$ -	\$ -	\$ 27,335,000
Stormwater/Vulnerability Master Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South Sewall's Point Septic to Sewer	\$ 5,062,000	\$ -	\$ -	\$ -	\$ -	\$ 5,062,000
Police Department Remodel	\$ 109,500	\$ -	\$ -	\$ -	\$ -	\$ 109,500
Police Patrol Cars	\$ 55,000	\$ 55,000	\$ 58,000	\$ 58,000	\$ 60,000	\$ 286,000
Computer Replacements	\$ 20,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 40,000
Town Hall Resiliency Project	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 5,000,000
<b>TOTAL</b>	<b>\$ 22,341,546</b>	<b>\$ 31,389,780</b>	<b>\$ 12,016,988</b>	<b>\$ 9,458,000</b>	<b>\$ 2,560,000</b>	<b>\$ 77,766,314</b>

**CAPITAL MAINTENANCE**

Engineering	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
Streetlights & Signs	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
Streets & Bridges/Seawalls	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Storm Water System Maintenance	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 625,000
Parks & Landscaping						
Streetscaping	\$ 25,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 165,000
Tree Maintenance	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Town Hall	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 120,000
<b>TOTAL</b>	<b>\$ 380,000</b>	<b>\$ 395,000</b>	<b>\$ 395,000</b>	<b>\$ 395,000</b>	<b>\$ 395,000</b>	<b>\$ 1,960,000</b>

<b>COST GRAND TOTAL</b>	<b>\$ 22,721,546</b>	<b>\$ 31,784,780</b>	<b>\$ 12,411,988</b>	<b>\$ 9,853,000</b>	<b>\$ 2,955,000</b>	<b>\$ 79,726,314</b>
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**TOWN OF SEWALL'S POINT**  
**UNFUNDED ITEMS/FUTURE ITEMS**

Not every budget item that is examined gets funded and there are some items that the Town has been notified about that will need to be funded in future years.

The following items are noted as unfunded, but the Town Commission should be aware of these matters. The staff has instituted a replacement policy of forecasting large expenditures over future years. This involves primarily vehicle and computer replacements. The following are projections:

- **Vehicle replacement.** The Town will need to replace one police vehicle each fiscal year. Vehicle replacement cost is estimated at \$80,000 per vehicle to acquire and fully equip the vehicle for police work. The Town will be looking at a truck replacement for public works within the next three years.
- **IT Upgrade** – The Town of Sewall's Point will need to begin planning for computer replacements on a regular basis.
- **Capital maintenance.** The Town engineer has identified future capital maintenance costs for Streets, Bridges, & Seawalls which currently are not budgeted for, along with increased Stormwater System maintenance as infrastructure is added.
  - Recommend a thorough review of all existing infrastructure. This may then be used to construct a more formalized renewal and replacement program.



**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>REVENUES</b>					
AD VALOREM TAXES	2,323,659	2,615,267	2,818,445	2,895,191	3,150,233
COMMUNICATIONS SERVICES TAX	51,416	51,464	52,000	51,000	50,000
LOCAL BUSINESS TAX	893	2,445	3,000	1,200	1,500
ELECTRIC FRANCHISE FEES	211,038	235,091	200,000	194,649	200,000
PLANNING & ZONING FEES	15,116	6,975	5,000	4,000	5,000
STATE REVENUE SHARING	93,282	91,569	70,000	82,481	86,471
STATE REVENUE SHARING - ALCOHOL BEV	1,725			1,273	1,500
SALES TAX	298,003	295,172	250,000	286,363	293,139
LOCAL GRANT - PD	5,578	1,216			
MCU SSPR REIMBURSEMENT	50,226				
CIVIL FINES				100	
TRAFFIC FINES	14,989	12,956	12,000	10,000	10,000
POLICE EDUCATION - TRAFFIC FINES	750	1,506	1,200	1,000	1,200
CODE ENFORCEMENT VIOLATIONS	450	6,050	2,500	12,000	2,500
FINES-LOCAL ORDINANCE VIOLATIONS TREE MI	31,837		1,000	50,000	1,000
INTEREST	10,755	173,251	50,000	165,000	50,000
CONTRIBUTIONS - SAFETY EQUIPMENT GRANT	1,854				
CONTRIBUTIONS - TOWN EVENTS		2,500		2,500	
CONTRIBUTIONS - POLICE DEPARTMENT		50,000			
TOWN LICENSES	7,843	7,230	5,000	8,000	7,000
MISCELLANEOUS REVENUE	6,665	1,941	2,000	1,000	2,000
MISCELLANEOUS REVENUE POLICE	5	243			
MISC REVENUE - PARK	2,160	1,200	1,200	1,200	1,200
RESERVE UTILIZATION					190,928
SEACOAST BANK NOTE		2,000,000			
<b>TOTAL REVENUES</b>	<b>3,128,244</b>	<b>5,556,076</b>	<b>3,473,345</b>	<b>3,766,957</b>	<b>4,053,671</b>

**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>REVENUES CONTINUED</b>					
<b>REVENUES MOVED TO OTHER FUNDS</b>					
<b>Moved to Building Fund</b>					
BUILDING PERMIT FEES	778,725				
TECHNOLOGY FEE	40,849				
BUILDING DEPT ROAD IMPROVEMENT FEE	424,675				
<b>Subtotal - Moved</b>	<b>1,244,249</b>				
<b>Moved to Capital Fund</b>					
GAS TAX	111,843				
GAS TAX SECOND LOCAL OPTION	89,096				
AMERICAN RESCUE GRANT	557,450				
FEMA - HURRICANE DORIAN DR4468	18,470				
HMGP 4283-58R DRAINAGE	38,452				
HMGP 4283-84-A H0603	30,525				
INDIAN RIVER LAGOON #1	150,000				
INDIAN RIVER LAGOON #2	180,000				
FLORIDA DEO GRANT	50,000	32,712			
FDEP LPA 0217 - COMM S2S	76,618				
FDEP S0819	(1,502)				
<b>Subtotal - Moved</b>	<b>1,300,952</b>	<b>32,712</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES - OTHER FUNDS</b>	<b>2,545,201</b>	<b>32,712</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>5,673,445</b>	<b>5,588,788</b>	<b>3,473,345</b>	<b>3,766,957</b>	<b>4,053,671</b>

**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>APPROPRIATIONS</b>					
<b>RESERVES</b>					
RESERVE ADDITION				494,241	
<b>EXECUTIVE</b>					
SALARIES & WAGES	91,991	80,952	81,250	95,964	79,320
FICA	7,022	5,770	6,250	6,250	6,068
RETIREMENT	1,903	12,121	12,200	13,310	11,898
HEALTH INSURANCE	87,725	20,545	21,910	21,500	18,897
LIFE & DISABILITY INSURANCE	7,207	594	600	607	600
PROFESSIONAL SERVICES	25,341	78,677	93,000	103,000	115,000
GRANT SERVICES	10,343	531		40,000	
PLANNING SERVICES	2,711	1,135	20,000	5,000	20,000
COMPREHENSIVE PLANNING SERVICES	98,850	16,532		5,000	
AUDIT SERVICES	21,100	26,250	30,000	21,500	30,000
COMMUNICATION NETWORK	24,398	5,563	2,520	2,500	3,000
POSTAGE	2,730				
UTILITIES	17,963				
INSURANCE - PROPERTY & LIABILITY	64,538				
PRINTING	13,199	18			
TOWN EVENTS	11,766	12,470	10,000	14,000	14,000
BANK FEES	4				
OTHER GENERAL GOVERNMENT	540	952	25,000		25,000
OFFICE SUPPLIES	647				
ARCHIVES AND STORAGE	8,168				
ORDINANCE CODIFICATION	3,211				
DUES/SUBSCRIPTIONS/MEMBERSHIPS	1,809	2,513	2,150	3,226	3,500
TRAINING/EDUCATION				1,000	1,000
TRANSFER TO BUILDNG FUND	436,652				
TRANSFER TO CAPITAL PROJECTS	1,272,392	2,314,660	344,764	344,764	385,349
<b>TOTAL EXECUTIVE</b>	<b>2,212,210</b>	<b>2,579,283</b>	<b>649,644</b>	<b>677,621</b>	<b>713,632</b>

**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>APPROPRIATIONS CONTINUED</b>					
<b>FINANCE</b>					
SALARIES & WAGES	30,420	55,426	61,152	65,183	65,707
FICA	2,319	4,046	4,700	4,880	5,027
RETIREMENT	2,798	8,314	9,200	9,563	9,856
HEALTH INSURANCE		12,082	13,500	301	13,500
LIFE & DISABILITY INSURANCE		570	650	571	650
PROFESSIONAL SERVICES	17,940	10,740	24,000	7,500	20,000
BANK FEES			480	0	480
DUES/SUBSCRIPTIONS/MEMBERSHIPS		127	240	240	240
TRAINING/EDUCATION		1,814	2,000	1,000	2,000
<b>TOTAL FINANCE</b>	<b>53,477</b>	<b>93,119</b>	<b>115,922</b>	<b>89,238</b>	<b>117,460</b>
<b>LEGAL</b>					
LEGAL COUNSEL - GENERAL	102,158	68,317	80,000	75,000	80,000
LEGAL COUNSEL - BZA	3,021	5,954	3,000	1,000	3,000
LEGAL COUNSEL - CEB	9,272	22,864	12,000	14,000	12,000
LEGAL COUNSEL - LITIGATION	7,658		10,000	7,500	10,000
LEGAL SERVICES - LABOR MATTERS	4,513	16,644	10,000	10,000	10,000
<b>TOTAL LEGAL</b>	<b>126,622</b>	<b>113,779</b>	<b>115,000</b>	<b>107,500</b>	<b>115,000</b>
<b>DEBT SERVICE</b>					
DEBT SERVICE - PRINCIPAL		32,013	65,654	65,654	68,772
DEBT SERVICE - INTEREST		43,377	85,126	85,118	82,008
<b>TOTAL DEBT SERVICE</b>		<b>75,390</b>	<b>150,780</b>	<b>150,772</b>	<b>150,780</b>

**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>APPROPRIATIONS CONTINUED</b>					
<b>GOVERNMENTAL SERVICES</b>					
SALARIES & WAGES	46,028	66,936	67,506	74,882	78,389
OVERTIME - STORM		1,224	1,200	1,200	1,200
SICK LEAVE INCENTIVE	529		1,000	0	1,000
FICA	1,911	4,935	5,200	5,433	6,000
RETIREMENT	1,846	8,917	10,130	11,159	12,000
HEALTH INSURANCE	884	26,181	25,600	27,691	29,500
LIFE & DISABILITY INSURANCE		524	600	591	600
WORKERS' COMPENSATION INSURANCE	15,346	18,358	18,000	24,000	24,000
PROFESSIONAL SERVICES	4,500				
ENGINEERING SERVICES	328,753				
CEI SERVICES	744				
TRAVEL	1,814				
COMMUNICATION NETWORK	425	3,151	7,740	7,740	7,740
COMMUNICATIONS WEB HOSTING	12,517	10,322	9,337	9,337	9,337
IT SERVICE LEVEL AGREEMENTS MC	37,404	25,865	28,580	28,580	28,580
POSTAGE	27	2,269	3,000	3,000	3,000
UTILITIES	27,640	59,645	60,000	60,000	60,000
INSURANCE - PROPERTY & LIABILITY		80,079	90,000	115,000	115,000
STREETLIGHT & SIGN MAINTENANCE	33,879	161			
STORMWATER-INLET-OUTFALL MAINTENANCE	30,110				
LANDSCAPING MAINTENANCE	86,716	49,338	48,000	48,000	48,000
VEHICLE MAINTENANCE	2,370	4,641	2,500	2,500	2,500
BUILDING & FACILITIES MAINTENANCE	18,766	25,943	24,100	25,000	25,000
PARKS MAINTENANCE	19,726	18,117	20,400	20,400	20,400
TREE MAINTENANCE	6,750	20,368	24,000	24,000	24,000
STREET MAINTENANCE	35,604	24,953	24,000	24,000	24,000
PRINTING		13,719	10,000	10,000	10,000
OTHER GENERAL GOVERNMENT		798			
OFFICE SUPPLIES	17,105	11,428	17,200	17,200	17,200
FUEL AND OIL	2,283	1,089	960	1,000	1,000

**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>APPROPRIATIONS CONTINUED</b>					
<b>GOVERNMENTAL SERVICES CONTINUED</b>					
ARCHIVES AND STORAGE		9,398	8,400	8,400	8,400
ORDINANCE CODIFICATION		2,706	3,000	3,000	3,000
SOFTWARE/LICENSING	3,105	9,860	9,815	9,815	9,815
OPERATING SUPPLIES	237	687	1,400	1,400	1,400
DUES/SUBSCRIPTIONS/MEMBERSHIPS	3,160	1,572	350	350	350
TRAINING/EDUCATION	680	3,293	5,000	5,000	5,000
STORMWATER IMPROVEMENTS	367,405				
VEHICLES	44,202				
TOWN HALL EQUIPMENT	7,508				50,000
<b>TOTAL GOVERNMENTAL SERVICES</b>	<b>1,159,974</b>	<b>506,477</b>	<b>527,018</b>	<b>568,679</b>	<b>626,411</b>
<b>POLICE</b>					
SALARIES & WAGES	602,469	652,003	740,000	651,000	863,695
OVERTIME	10,782	12,138	15,000	10,500	15,000
OVERTIME - COURT TIME	942	3,169	2,000	1,271	2,000
OVERTIME - STORM	2,916	3,106	6,000	6,000	6,000
OVERTIME - SSPR PHASE 3 TRAFFIC CONTROL			10,000		10,000
SPECIAL PAY - FTO/BOOTS	3,140	1,920	2,500	4,000	4,000
PD MILEAGE	8,680	10,455	12,000	20,283	28,800
PD STATUTORY INCENTIVE	6,050	5,350	10,000	5,600	10,000
SICK LEAVE INCENTIVE	4,252	3,833	5,000	6,160	6,300
FICA	46,864	49,600	59,000	49,802	66,100
RETIREMENT	12,028	95,655	117,200	100,000	130,000
HEALTH INSURANCE	46,106	153,079	195,000	90,000	168,000
LIFE & DISABILITY INSURANCE		4,662	4,500	5,000	6,000
PROFESSIONAL SERVICES	12,619	12,478	13,241	7,500	15,000
CONTRACTED SERVICES		14,761	54,223	50,000	50,000
COMMUNICATION NETWORK	1,948	2,598	8,440	5,600	9,232
POSTAGE		56		20	
INSURANCE - PROPERTY & LIABILITY		694	1,000	694	1,000
EQUIPMENT MAINTENANCE	6,275	8,283	4,991	1,500	5,000
VEHICLE MAINTENANCE	4,356	18,063	22,000	15,000	22,000
PRINTING	122	1,205	1,827	1,500	1,700
OFFICE SUPPLIES	1,377	3,648	1,000	7,500	1,000

**TOWN OF SEWALL'S POINT  
GENERAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 PROPOSED BUDGET
<b>APPROPRIATIONS CONTINUED</b>					
<b>POLICE CONTINUED</b>					
FUEL AND OIL	24,158	26,784	32,000	28,000	30,000
OPERATING SUPPLIES		3,514	10,000	7,000	10,000
ENFORCEMENT SUPPLIES	12,641	8,541	12,643	10,000	12,500
DUES/SUBSCRIPTIONS/MEMBERSHIPS	715	2,054	2,260	10,000	10,000
TRAINING/EDUCATION	1,900	3,262	7,925	3,500	9,000
MACHINERY & EQUIPMENT				16,245	75,000
VEHICLES	8,637				
<b>TOTAL POLICE</b>	<b>818,977</b>	<b>1,100,911</b>	<b>1,349,750</b>	<b>1,113,675</b>	<b>1,567,327</b>
<b>FIRE</b>					
FIRE RESCUE CONTRACTED	532,784	548,767	565,231	565,231	763,061
<b>TOTAL FIRE</b>	<b>532,784</b>	<b>548,767</b>	<b>565,231</b>	<b>565,231</b>	<b>763,061</b>
<b>APPROPRIATIONS MOVED TO OTHER FUNDS</b>					
<b>MOVED TO BUILDING FUND</b>					
<b>TOTAL MOVED TO BUILDING FUND</b>	342,193	(9,055)			
<b>MOVED TO CAPITAL FUND</b>					
<b>TOTAL STORMWATER MAINTENANCE</b>	42,023				
<b>TOTAL STREETS AND BRIDGES</b>	180,557				
<b>TOTAL GENERAL FUND APPROPRIATIONS</b>	<b>5,468,817</b>	<b>5,008,671</b>	<b>3,473,345</b>	<b>3,766,957</b>	<b>4,053,671</b>

**TOWN OF SEWALL'S POINT  
BUILDING FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 RECOMMENDED BUDGET
<b>REVENUES</b>					
BUILDING PERMIT FEES		\$ 472,860	\$ 430,000	\$ 388,000	\$ 430,000
TECHNOLOGY FEE		\$ 21,787	\$ 21,000	\$ 16,000	\$ 7,000
SITE PLAN REVIEWS				\$ 10,000	\$ 5,000
RESERVE UTILIZATION			\$ -	\$ 83,151	\$ 80,811
TRANSFER FROM GENERAL FUND	\$ 436,652				
<b>TOTAL REVENUES</b>	<b>\$ 436,652</b>	<b>\$ 494,647</b>	<b>\$ 451,000</b>	<b>\$ 497,151</b>	<b>\$ 522,811</b>
<b>APPROPRIATIONS</b>					
<b>RESERVES</b>					
RESERVE ADDITION			\$ 21,946	\$ -	\$ -
<b>BUILDING</b>					
SALARIES & WAGES		\$ 258,503	\$ 273,434	\$ 299,000	\$ 358,060
SICK LEAVE INCENTIVE			\$ 1,000	\$ 600	\$ 1,000
FICA		\$ 19,129	\$ 20,920	\$ 21,000	\$ 27,392
RETIREMENT		\$ 38,005	\$ 41,100	\$ 41,500	\$ 45,459
HEALTH INSURANCE		\$ 35,467	\$ 40,000	\$ 34,000	\$ 40,000
LIFE & DISABILITY INSURANCE		\$ 1,992	\$ 2,000	\$ 2,500	\$ 2,000
WORKERS' COMPENSATION INS			\$ -	\$ 4,000	\$ 5,000
BUILDING INSPECTOR SERVICES		\$ 7,473	\$ 7,000	\$ 3,500	\$ 3,000
ENGINEERING SERVICES			\$ -	\$ 10,000	\$ 5,000
CONTRACTED SERVICES		\$ 800	\$ -	\$ -	\$ -
COMMUNICATION NETWORK		\$ 108	\$ 1,400	\$ 700	\$ 1,400
TECHNOLOGY EXPENSE		\$ 2,147	\$ 6,000	\$ 1,500	\$ 6,000
POSTAGE		\$ 175			\$ 500
INSURANCE - PROP. & LIAB.		\$ 6,885	\$ 10,000	\$ 9,700	\$ 10,000
VEHICLE MAINTENANCE		\$ 3,791	\$ 1,000	\$ 250	\$ 2,000
OFFICE SUPPLIES		\$ 1,206	\$ 10,000	\$ 8,500	\$ 4,500
FUEL AND OIL		\$ 3,452	\$ 1,200	\$ 800	\$ 1,200
ARCHIVES AND STORAGE			\$ -	\$ 1,700	\$ -
SOFTWARE/LICENSING		\$ 300	\$ 7,500	\$ 6,300	\$ 7,500
DUES/SUBSCRIPTIONS/MEMBERSHIPS			\$ 3,000	\$ 1,000	\$ 1,300
TRAINING/EDUCATION			\$ 3,000	\$ 600	\$ 1,500
CAPITAL			\$ -	\$ 55,000	\$ -
<b>TOTAL BUILDING FUND APPROPRIATIONS</b>		<b>\$ 379,433</b>	<b>\$ 451,000</b>	<b>\$ 497,151</b>	<b>\$ 522,811</b>



**TOWN OF SEWALL'S POINT  
CAPITAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 RECOMMENDED BUDGET
<b>REVENUES</b>					
GAS TAX		147,223	100,000	145,000	145,000
GAS TAX SECOND LOCAL OPTION		112,031	81,000	100,000	100,000
BUILDING DEPT ROAD IMPROVEMENT FEE		268,216	150,000	200,000	150,000
AMERICAN RESCUE GRANT		557,540			
TMDL GRANT NS029				3,045	0
HMGP 4283-84-A H0603		245,679		881,813	
HMPG GRANT		23,063	4,914,000		0
HMPG GRANT - 4468-002-R PHASE 2				70,000	15,682
HMPG GRANT - 4283-58 PHASE 3				131,250	3,787,046
FDEP 23FRP07 - SEPTIC TO SEWER			8,650,000	1,000,000	7,650,000
FDEP LPA 0217 - COMM S2S			185,000	185,000	0
FDEP 22FRP103 - PHASE 3				0	6,170,000
FDEP 23FRP06 - PHASE 2					2,900,000
FDEP PLN14				100,000	
LEGISLATIVE APPROPRIATIONS			1,000,000	0	1,000,000
MARTIN COUNTY ILA - WATER LINES			1,550,000	1,019,000	0
CONTRIBUTIONS - SEPTIC TO SEWER		157,935			
RESERVE UTILIZATION			625,595		2,229,969
TRANSFER FROM GENERAL FUND	1,272,392	2,314,660	344,764	344,764	385,349
<b>TOTAL REVENUES</b>	<b>1,272,392</b>	<b>3,826,347</b>	<b>17,600,359</b>	<b>4,179,872</b>	<b>24,533,046</b>

**TOWN OF SEWALL'S POINT  
CAPITAL FUND  
PROPOSED BUDGET - FY 2025**

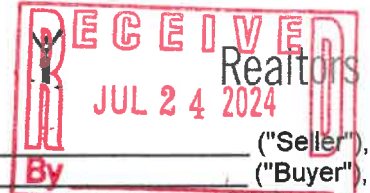
DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 RECOMMENDED BUDGET
<b>APPROPRIATIONS</b>					
RESERVES					
RESERVE ADDITIONS				1,558,740	
<b>GOVERNMENTAL SERVICES</b>					
ENGINEERING SERVICES		179,998	75,000	10,000	75,000
ENGINEERING SERVICES - GRANT RELATED		16,493		15,000	
LANDSCAPING MAINTENANCE		18,547	48,000	65,000	46,000
BUILDING & FACILITIES MAINTENANCE		130		0	
<b>TOTAL GOVERNMENTAL SERVICES</b>		<b>215,168</b>	<b>123,000</b>	<b>90,000</b>	<b>121,000</b>
<b>STORMWATER</b>					
PROFESSIONAL SERVICES				2,500	
LEGAL - BOND COUNSEL		18,600			
ENGINEERING SERVICES		224,826			150,000
ENGINEERING SERVICES - STORMWATER MASTER PLAN				50,000	
ENGINEERING SERVICES - VULNERABILITY				14,395	
ENGINEERING SERVICES - SEPTIC TO SEWER				75,000	100,000
ENGINEERING SERVICES - PHASE 2				70,000	
ENGINEERING SERVICES - PHASE 3				98,757	
ENGINEERING SERVICES - NSPR					387,000
ENGINEERING SERVICES - GRANT RELATED		17,880			
ENGINEERING SERVICES - GRANT RELATED		540			
ENGINEERING SERVICES - GRANT RELATED		509		2,500	
STORMWATER-INLET-OUTFALL MAINTENANCE		48,794	100,000	35,000	125,000
DUES/SUBSCRIPTIONS/MEMBERSHIPS				800	
CAPITAL - LAND		1,029,000			
BUILDING IMPROVEMENTS		1,141,805	102,359	0	20,000
STORMWATER IMPROVEMENTS		237,254	3,250,000		
STORMWATER IMPROVEMENTS - SEPTIC TO SEWER (1)				1,121,180	0
STORMWATER IMPROVEMENTS - SEPTIC TO SEWER (2)				0	1,400,000
STORMWATER IMPROVEMENTS - SEPTIC TO SEWER (3)					5,062,000
STORMWATER IMPROVEMENTS - MC WATERMAIN				1,019,000	0
STORMWATER IMPROVEMENTS - PHASE 2					6,170,000
STORMWATER IMPROVEMENTS - PHASE 3					10,538,046
STORMWATER IMPROVEMENTS - S.RIVER RD					300,000
<b>TOTAL STORMWATER</b>		<b>2,719,208</b>	<b>3,452,359</b>	<b>2,489,132</b>	<b>24,252,046</b>

**TOWN OF SEWALL'S POINT  
CAPITAL FUND  
PROPOSED BUDGET - FY 2025**

DESCRIPTION	2021-22 ACTIVITY	2022-23 ACTIVITY	2023-24 AMENDED BUDGET	2023-24 PROJECTED	2024-25 RECOMMENDED BUDGET
<b>APPROPRIATIONS CONTINUED</b>					
<b>STREETS &amp; BRIDGES</b>					
STREETLIGHT & SIGN MAINTENANCE		24,546	15,000	22,000	15,000
TREE MAINTENANCE		1,825	10,000	5,000	20,000
STREET MAINTENANCE		6,849	50,000	15,000	25,000
BRIDGE MAINTENANCE			50,000	0	100,000
ROAD & BRIDGE CAPITAL PROJECTS		6,120	13,900,000	0	0
<b>TOTAL STREET &amp; BRIDGES</b>		<b>39,340</b>	<b>14,025,000</b>	<b>42,000</b>	<b>160,000</b>
<b>TOTAL APPROPRIATIONS</b>		<b>2,973,716</b>	<b>17,600,359</b>	<b>4,179,872</b>	<b>24,533,046</b>

# "AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* **PARTIES:** Town of Sewalls Point ("Seller"),  
2\* and Sharon Paulson ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
5 and any riders and addenda ("Contract"):

- 6 **1. PROPERTY DESCRIPTION:**
- 7\* (a) Street address, city, zip: 78 S SEWALLS POINT RD SEWALLS POINT FL
  - 8\* (b) Located in: Martin County, Florida. Property Tax ID #: 01-38-41-006-001-00030-8
  - 9\* (c) Real Property: The legal description is HOMEWOOD, LOT 3 BLK A

10  
11  
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods  
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),  
19 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access  
20 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

21\* Other Personal Property items included in this purchase are: \_\_\_\_\_

22  
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 24\* (e) The following items are excluded from the purchase: \_\_\_\_\_

## PURCHASE PRICE AND CLOSING

- 26\* **2. PURCHASE PRICE (U.S. currency):**..... \$ 1,000,000.00
- 27\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... \$ 50,000.00  
28\* The initial deposit made payable and delivered to "Escrow Agent" named below  
29\* **(CHECK ONE):** (i)  accompanies offer or (ii)  is to be made within 3 (if left  
30\* blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
31\* OPTION (ii) SHALL BE DEEMED SELECTED.  
32\* Escrow Agent Name: \_\_\_\_\_  
33\* Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
34\* E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_
- 35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
36\* days after Effective Date ..... \$ \_\_\_\_\_  
37\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
- 38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_
- 39\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_
- 40\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
41\* transfer or other Collected funds (see STANDARD S)..... \$ 950,000.00

## 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- 42\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
43\* 7/24/2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
44\* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
45\* the counter-offer is delivered.
- 46\* (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
47\* initialed and delivered this offer or final counter-offer ("Effective Date").

48  
49  
50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials SP Page 1 of 13 Seller's Initials \_\_\_\_\_  
FloridaRealtors/FloridaBar-ASIS-6x Rev.7/23 © 2023 Florida Realtors® and The Florida Bar. All rights reserved.

53\* this Contract, the Closing shall occur on or before \_\_\_\_\_ ("Closing Date"), at the time  
54 established by the Closing Agent. 8/14/2024

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68\* codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.

72\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
77\* occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78\* election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83\* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
84\* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
85 **IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.**

86 **FINANCING**

87 **8. FINANCING:**

88\*  (a) This is a cash transaction with no financing contingency.

89\*  (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan  
90\* Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
91\* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):**  fixed,  adjustable,  fixed or  
92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30)  
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97\* (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date  
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this  
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,  
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender  
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's  
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

109 and progress and release preliminary and finally executed closing disclosures and settlement statements, as  
110 appropriate and allowed, to Seller and Broker.

111 (iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing  
112 prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval  
113 Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver  
114 written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

115 (iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the  
116 terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by  
117 delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided  
118 Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer  
119 and Seller from all further obligations under this Contract.

120 (v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller  
121 prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though  
122 Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate  
123 this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval  
124 Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit  
125 thereby releasing Buyer and Seller from all further obligations under this Contract.

126 (vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer  
127 thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's  
128 default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan  
129 Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by  
130 other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer  
131 and Seller from all further obligations under this Contract.

132\*  (c) Assumption of existing mortgage (see Rider D for terms).

133\*  (d) Purchase money note and mortgage to Seller (see Rider C for terms).

134 **CLOSING COSTS, FEES AND CHARGES**

135 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

136 **(a) COSTS TO BE PAID BY SELLER:**

- 137 • Documentary stamp taxes and surtax on deed, if any
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- 139 • Title search charges (if Paragraph 9(c)(iii) is checked)
- 140\* • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- 141 • Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

142 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11  
143 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at  
144 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay  
145 such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

146 **(b) COSTS TO BE PAID BY BUYER:**

- 147 • Taxes and recording fees on notes and mortgages
- 148 • Recording fees for deed and financing statements
- 149 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 150 • Survey (and elevation certification, if required)
- 151 • Lender's title policy and endorsements
- 152 • HOA/Condominium Association application/transfer fees
- 153 • Municipal lien search (if Paragraph 9(c)(ii) is checked)
- 154\* • Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

155\* **(c) TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked,  
156 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida  
157 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title  
158 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be  
159 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,  
160 Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy  
161 premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set  
162 forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated  
163 and allocated in accordance with Florida law, but may be reported differently on certain federally mandated  
164 closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

**(CHECK ONE):**

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

**DISCLOSURES**

**10. DISCLOSURES:**

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

**PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

**12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 7 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
- 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
- 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
- 282 written documentation or other information in Seller's possession, knowledge, or control relating to
- 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
- 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
- 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
- 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
- 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
- 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
- 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 291 to Buyer.

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds

294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow

295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of

296 this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting

297 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may

298 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or

299 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until

300 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine

301 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the

302 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon

303 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the

304 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will

305 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through

306 mediation, arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,

308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent

310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or

312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,

314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property

316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the

317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or

318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**

319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**

320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**

321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each

322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and

323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at

324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of

326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or

327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task

328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,

329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services

330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

**DEFAULT AND DISPUTE RESOLUTION**

**16. DEFAULT:**

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

**16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

**17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

**18. STANDARDS:**

**A. TITLE:**

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
390 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
395 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
396 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
397 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
398 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
399 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
400 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
401 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
402 thereby releasing Buyer and Seller from all further obligations under this Contract.

403 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
404 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
405 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
406 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
407 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
408 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
409 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
410 preparation of such prior survey, to the extent the affirmations therein are true and correct.

411 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
412 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
415 deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
423 thereunder.

424 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
425 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
426 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
427 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
428 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
429 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
430 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
431 paid or will be paid at Closing.

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

442 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,  
443 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of  
444 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by  
445 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.  
446 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents  
447 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.  
448 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time  
449 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,  
450 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond  
451 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit  
452 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

453 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
454 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters  
455 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be  
456 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this  
457 Contract.

458 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

459 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by  
460 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property  
461 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title  
462 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic  
463 means.

464 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of  
465 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),  
466 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid  
467 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,  
468 the survey, flood elevation certification, and documents required by Buyer's lender.

469 (iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury  
470 Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer  
471 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial  
472 Owners, including photo identification, and related to the transaction contemplated by this Contract which are  
473 required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to  
474 Closing Agent's collection and report of said information to IRS.

475 (iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment  
476 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
477 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing**  
478 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

479 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
480 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following  
481 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent  
482 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of  
483 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from  
484 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and  
485 all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,  
486 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-  
487 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
488 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect  
489 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

490 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
491 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
492 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments  
493 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents  
494 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
495 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
496 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
497 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on  
498 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

**N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

**O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

**P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

**Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

**R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

**S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

**T. RESERVED.**

**U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

**V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- A. Condominium Rider
B. Homeowners' Assn.
C. Seller Financing
D. Mortgage Assumption
E. FHA/VA Financing
F. Appraisal Contingency
G. Short Sale
H. Homeowners/Flood Ins.
I. RESERVED
J. Interest-Bearing Acct.
K. RESERVED
L. RESERVED
M. Defective Drywall
N. Coastal Construction Control Line
O. Insulation Disclosure
P. Lead Paint Disclosure (Pre-1978)
Q. Housing for Older Persons
R. Rezoning
S. Lease Purchase/ Lease Option
T. Pre-Closing Occupancy
U. Post-Closing Occupancy
V. Sale of Buyer's Property
W. Back-up Contract
X. Kick-out Clause
Y. Seller's Attorney Approval
Z. Buyer's Attorney Approval
AA. Licensee Property Interest
BB. Binding Arbitration
CC. Miami-Dade County Special Taxing District
DD. Seasonal/Vacation Rentals
EE. PACE Disclosure
Other:

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Buyer's Initials SP
FloridaRealtors/FloridaBar-ASIS-6x

Seller's Initials



590\* **20. ADDITIONAL TERMS:**

591 City of Sewalls Point will be allowed to utilize the property as they currently are for  
 592 the underground work for the next 24 months rent free. The property is delivered As  
 593 is, where is and will not be required to restore anything to its original condition.  
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608 **COUNTER-OFFER**

609\*  Seller counters Buyer's offer.

610 **[The remainder of this page is intentionally left blank.**  
 611 **This Contract continues with line 612 on Page 13 of 13.]**

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Buyer's Initials SP  
FloridaRealtors/FloridaBar-ASIS-6x

Seller's Initials \_\_\_\_\_

612 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
613 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

614 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

615 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
616 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
617 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
618 *interested persons.*

619 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
620 TO BE COMPLETED.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

DocuSigned by:

631\* Buyer: Sharon Paulson Date: 7/19/2024

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632\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

633\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

634\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

635 Buyer's address for purposes of notice Seller's address for purposes of notice  
636\* \_\_\_\_\_  
637\* \_\_\_\_\_  
638\* \_\_\_\_\_

639 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
640 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
641 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
642 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
643 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
644 made by Seller or Listing Broker to Cooperating Brokers.

645\* \_\_\_\_\_ Listing Sales Associate  
646 **Cooperating Sales Associate, if any**

647\* \_\_\_\_\_ Listing Broker  
648 **Cooperating Broker, if any**



**Paulson Realty & Property  
Managment**

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**SHARON  
PAULSON**

Licensed Real Estate Broker



# TOWN OF SEWALL'S POINT



**TO:** Town Commission

**FROM:** April C. Stoncius, MMC, Town Clerk

**SUBJECT:** Code Enforcement Board - Board Member Vacancy

**DATE:** Regular Meeting - August 13, 2024

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The Code Enforcement Board has a vacancy due to a resignation by a board member. The current alternate member is as follows:

Alternate No. 1 – Gloretta Hall

**Staff recommendation:** Appoint Alternate, Gloretta Hall, as a full board member.