

TOWN OF SEWALL'S POINT

JOHN TOMPECK
Mayor

FRANK FENDER
Vice Mayor

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
January 09, 2024
6:00 PM**

I. CALL TO ORDER

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

II. PROCLAMATIONS AND PRESENTATIONS

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

IV. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA

- a. Minutes – December 12, 2023
 - 1) [12 12 23 Regular Minutes.pdf](#)
- b. Microsoft Agreement
 - 1) [Microsoft Agreement.pdf](#)

VII. PUBLIC HEARING - ORDINANCE - SECOND READING

VIII. PUBLIC HEARING - ORDINANCE - FIRST READING

IX. RESOLUTIONS

X. OLD BUSINESS

- a. Sotheby's Realty International Marketing Update - Yara Bashoor
 - 1) [7 Heritage Way - Final Brochure.pdf](#)

XI. NEW BUSINESS

- a. Charter Committee Review Update

1) TM Memo - Charter Review 2024 - Agenda 1-9-24.pdf

2) Charter Backup.pdf

XII. DISCUSSION

XIII. COMMISSION AND STAFF CLOSING COMMENTS

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.



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

JOHN TOMPECK
Mayor

FRANK FENDER
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

DAVID KURZMAN
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT



ROBERT DANIELS-ICMA-CM
Town Manager

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Chief of Police

JACK REISINGER, CBO
Building Official/PW Director

MARIA PIERCE
Finance/HR Director

Regular Town Commission Meeting Minutes
December 12, 2023
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 Campo, Commissioner Kurzman, and Commissioner Mayfield.

II. 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.*

There were no public comments heard under this item.

III. CONSENT AGENDA

- a. Minutes – November 6, 2023, Special meeting and November 14, 2023 Regular meeting
- b. Town Manager Contract

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

IV. PROCLAMATIONS

a. Proclamation – James W. Campo, CFO – Service to the Town

The Town Clerk read the proclamation into the record. Mayor Tompeck presented the

proclamation and a years of service award to Commissioner Campo, who thanked the Commission. He stated that it was an honor to serve the community, as well as to have a day named after him on December 30, 2023.

Mayor Tompeck thanked Commissioner Campo for his service on the Commission, as the knowledge he brought to the dais was invaluable.

Recess – 15 minutes - Refreshments Available

A recess was called at this time and the meeting resumed at 6:30 p.m.

V. PRESENTATION - ICMA – 40 YEARS OF SERVICE AWARD – TOWN MANAGER

a. Russ Blackburn – ICMA Ambassador – Presenter

Mr. Blackburn presented an award to the Town Manager, who thanked ICMA for the recognition.

VI. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There were no changes made to the Agenda.

VII. APPROVAL OF AGENDA

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

VIII. PUBLIC HEARING - ORDINANCE - SECOND READING

There was nothing scheduled under this item.

IX. PUBLIC HEARING - ORDINANCE - FIRST READING

There was nothing scheduled under this item.

X. RESOLUTIONS

There was nothing scheduled under this item.

XI. OLD BUSINESS

There was nothing scheduled under this item.

XII. NEW BUSINESS

a. Engineering Services Agreement - CAPTEC

The Town Manager stated that the item involved the CAPTEC continuing services agreement and requested approval.

There being no further discussion, Commissioner Mayfield **moved** to approve the CAPTEC contract. Commissioner Campo **seconded** the motion, which **passed unanimously** by roll call vote.

XIII. DISCUSSION

There was nothing scheduled under this item.

XIV. COMMISSION AND STAFF CLOSING COMMENTS

a. STAFF

1) Monthly Update – Town Manager

The Town Manager stated that he had been working with Rachel Snyder in reference to the Communications Plan, who helped with the recent Tree Celebration. He explained that she would be providing recaps and highlighting Commission meetings for the residents and promoting events throughout the year. The Town Manager stated that the next event would be held on April 30, 2024, in honor of Arbor Day.

The Town Manager continued that Tom Brest Consulting would also be editing and posting videos of town events on the Town's YouTube Channel, located at https://www.youtube.com/results?search_query=Town+of+sewalls+point

The Town Manager stated that staff would continue to post items on the Town's website, communicating through Breakfast with Bob, as well as the newsletter three times per year. He said that monthly updates would be located in a separate section on the Town's website.

The Town Manager stated that the septic to sewer project included 169 connections that would be installed from Town Hall south to Pineapple, as well as 171 connections from Pineapple to High Point. He pointed out that the Town Engineer was working on the design work for the project.

The Town Manager stated the in reference to the disposition of the Town's property located at 7 Heritage Way, Ms. Bashoor would be making a presentation at the January 9, 2024 Commission meeting regarding the marketing materials that were being used for the property.

The Town Manager stated that the Town's property at 78 S. Sewall's Point Road was not recommended to be listed until the stormwater construction was completed.

The Town Manager stated that in reference to the construction on the Phase 3 Resiliency Project, the Town Engineer was working on posting the bid documents

on the market with a January 2024 due date. The Town Manager cautioned that the cash flow for the project needed to be considered in order to cover it.

Mayor Tompeck requested that Commissioner Campo review the Communications Plan contract for accuracy, to which he agreed.

2) Water Retention Review – Town Manager

The Town Manager stated that Commissioner Kurzman brought the issue to light in reference to the engineer review of plans regarding water retention. He said that CAPTEC Engineering would be reviewing the plans, as the Building Official was not certified to do so. The Town Manager stated that the fee was now part of the building permit fees, which were being recouped. Mayor Tompeck inquired as to if it was a result from a specific ordinance, to which the Town Manager replied in the affirmative and remarked that it was recently passed Ordinance No. 454 dealing with water flow during construction.

3) Sunshine Law in a Minute – Assistant Town Attorney

The Assistant Town Attorney, Susan Garrett, advised that a recent decision in reference to the City of Sebastian from the Florida 4th DCA resulted in the commissioners being convicted and sentenced to jail time. She advised the Commissioners not to engage in conversation unless at a public meeting. Mayor Tompeck added that it was a serious matter that could result in being incarcerated.

4) Grant Status & Lobbying – Kloee Ciuperger – Gallo Pave, LLC

Ms. Ciuperger stated that in 2½ years, the Town had received \$3,419,525 for Phase 3, \$8.4 million for septic to sewer, an additional \$1 million in appropriations for Phase 3, and \$2,900,000 for Phase 2, totaling \$15,719,525. She said that the Town has been successful because of the team that the Town had in place working on the grant applications. Ms. Ciuperger advised that there were several grants available and that an additional \$5 million was requested for Phase 2 and Phase 3 to meet the growing project costs. She continued that in reference to South River Road, an additional \$4 million was also requested and an \$2 million for the septic to sewer project. Ms. Ciuperger explained that an appropriations request was also submitted for \$1 million for Phase 3, and that in early Spring or late Winter the Governor would announce the awards for the funds.

Mayor Tompeck requested the list of 125 projects from the Governor's office that was distributed last week, in order to see if any of the Town's projects were on the list and their status of approval that were multi-year projects. Ms. Ciuperger commented that she would check into it. She stated that the legislative session began on January 9, 2024 and ended on March 8, 2024. Ms. Ciuperger said that a \$1 million appropriations request was submitted through Representative Snyder and Senator Harrell's office for additional funding regarding Phase 3. She stated that the Environmental budget for the upcoming session was released and contained \$745

million for everglades restoration, over \$330 million for targeted water quality improvements that contained \$135 million for newly expanded water quality improvement grants, and \$100 million for projects that specifically addressed the Indian River Lagoon, which the Town was eligible for. Ms. Ciuperger stated that there was \$50.8 million to combat harmful algal blooms.

Ms. Ciuperger stated that Senate Bill 280 regarding vacation rentals loosened the restrictions on local governments that had grandfathered restrictions. She said that now there would be flexibility to loosen the restrictions if needed, as well as re-enforced certain pre-emptives that the state had on the process.

Mayor Tompeck requested a monthly report of potential grants that were being worked on and their status, to which Ms. Ciuperger replied in the affirmative. He inquired as to if all grants were being pursued, such as for the trees.

Vice Mayor Fender asked if there was a list of grants with the dollar amounts and was interested if there was a water front resiliency grant for accessibility, such as the FIND grant. Ms. Ciuperger replied that she would have that information after the budget was passed in March, April, or May.

b. COMMISSIONERS

Vice Mayor Fender thanked staff for the Open House Holiday party on December 10, 2023, as he could not attend. He commented, great job!

Commissioner Mayfield thanked staff for the Open House Holiday party and appreciated all of the effort that went into it, as she was also unable to attend. She encouraged her fellow Commissioners to attend the FL League of Cities event, as there was a holiday luncheon being held tomorrow.

Commissioner Kurzman stated that staff did an outstanding job on the Holiday Party, as it was a time-consuming process to set up the event. He was happy to see new young families in the community.

The Town Manager stated that he would be bringing back some recommendations on the use of the Commission Chambers for outside entities.

XV. ADJOURN

There being no further business, the meeting adjourned at 7:30 p.m.

APPROVED:

Mayor John Tompeck, Presiding Officer

ATTEST:

April C. Stoncius, Town Clerk

Minutes approved at the meeting of: January 9, 2024

Program Signature Form

MBA/MBSA number

Agreement number

5854775

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Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Product Selection Form	2612926.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Sewall's Point
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	85367877	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
- Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Sewall's Point

Contact name: First* Tina **Middle** **Last*** Ciechanowski

Contact email address* tciechanowski@sewallspoint.org

Street address* 1 S Sewalls Point Rd

City* Stuart

State* FL

Postal code* 34996-6736 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 772-781-3378

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Tina **Middle** **Last*** Ciechanowski

Contact email address* tciechanowski@sewallspoint.org

Street address* 1 S Sewalls Point Rd

City* Stuart

State* FL

Postal code* 34996-6736 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 772-781-3378

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Tina **Middle** **Last*** Ciechanowski

Contact email address* tciechanowski@sewallspoint.org

Phone* 772-781-3378

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Alexis Levers

Phone* 1-888-764-8888

Contact email address* MSTeam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Alexis Levers*

Printed name* Alexis Levers

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

Electronically Submitted

Proposal ID

2612926.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	25	25	-	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	25
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	25

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	25	25	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 3: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	

SEWALL'S POINT OASIS



EXCLUSIVE LAND OPPORTUNITY TO BUILD YOUR DREAM HOME
IN A MOST DESIRABLE NEIGHBORHOOD OF THE TREASURE COAST

7 HERITAGE WAY | SEWALL'S POINT, FLORIDA 34996

ONE | Sotheby's
INTERNATIONAL REALTY

7 HERITAGE WAY

15,914 SQFT. LOT

OFFERED AT \$599,900

This exemplary lot is situated on a cul-de-sac street with no thru-traffic. It is suitable for building a sizeable upscale single family home surrounded by gorgeous live oak trees and beautiful landscaping.

It is walking distance to the Town's charming waterfront park and playground, Harbor Bay Plaza's shops and restaurants, and two expansive bridges which offer incredible views of the ocean and surrounding picturesque areas.

This Town is uniquely wonderful with its inviting and warm environment sprawling with magnificent real estate, surrounded by waterways and luscious landscape. Experience genuine neighborliness, a strong sense of community and small-town friendliness.





YOUR DREAM HOME AWAITS

Create your home as you wish in a gorgeous setting within the charming **Town of Sewall's Point**. Pictured above is a rendering of a 4000 SF home with a 2-car garage surrounded by beautiful landscaping and mature trees, providing an example of what you can build.

The Town of Sewall's Point has its own building department. Its staff are knowledgeable, helpful, communicative, and expeditious in the approval and construction process.



THE LOCATION

Nestled between St. Lucie River and Indian River Lagoon (Intracoastal), you will find the Treasure Coast's best kept secret:

The Town of Sewall's Point

Only minutes away, you will find the fantastic beaches of Hutchinson Island, numerous waterfront parks where fishing, kayaking, kite surfing, and barbecues are often enjoyed, plentiful boat ramps, golf courses, charming old downtown Stuart, shops, restaurants, schools, superior hospitals and medical care.

The town is located about 20 miles north of Jupiter.

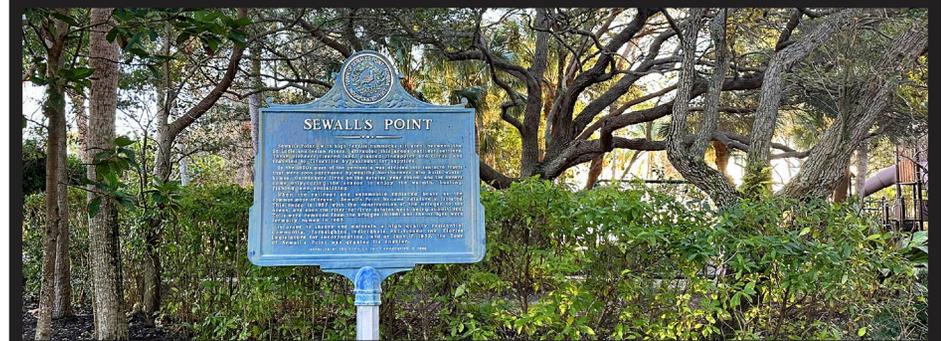
THE LIFESTYLE

A true oasis is The Town of Sewall's Point.

A Recognized Tree City and Audubon Society Certified Bird Sanctuary, you will experience a peaceful environment full of mature live oaks, banyan trees among lush, attractive landscape.

The Town prides itself on its small-town character, old-fashion neighborliness, and having its own excellent police force and 24 hour patrol.

Enjoy a carefree Florida lifestyle with close proximity to many recreational activities including kayaking, sailing, fishing, scuba diving, golf, bike riding, flying and much more. You are walking distance to Sewall's Point Harbour Bay Plaza, restaurants, salons and spa.





Yara Bashoor, Esq.

Global Real Estate Advisor

772.238.0475

ybashoor@onesothebysrealty.com



BUILDING A HOME

One of the best things I have ever done is to build a stylish home in Sewall's Point. I could not have purchased the house I had in mind. It had to be built. I designed a house that would fit my objectives and pretty much got what I wanted.

It has proven to be an excellent investment. I am thrilled to be living in this beautiful town. I have met many wonderful people that I now consider to be friends. I am enjoying a superior lifestyle in many ways because I am more relaxed in this environment full of nature and trees, I feel safe, and I am starting to take advantage of the many recreational activities offered in this area. Living here in a house made for me is a dream come true.

I am happy to discuss with you what building a home in Sewall's Point entails, sharing with you my experience, and explaining to you the process and costs involved.

TOWN OF SEWALL'S POINT



TO: Mayor and Commissioners
FROM: Robert Daniels - Town Manager
SUBJECT: Charter Review Committee Update
Date: Regular Meeting – January 9, 2024

EXECUTIVE SUMMARY:

The Town Commission decided that it was time to review the Town Charter at the meeting of October 24, 2023. I sought volunteers from the residents of the Town and propose the following members:

Town Manager – Chairman
H. B. Barrett
Frank Tidikis
Stephanie Nehme
Dr. Chuck Farrow

The first meeting will be held on January 23, 2024 at 4 p.m., covering Article I and Article II and the schedule for subsequent meetings are as follows:

February 6, 2024 at 4 p.m.	Covering Article III - V
February 13, 2024 at 4 p.m.	Covering Article VI - IX
February 27, 2024 at 4 p.m.	Final Meeting – Reviewing and Approving Final Report
March 12, 2024 at 6 p.m.	Presentation to the Town Commission for any action

This schedule is flexible to coincide with the individual schedules of the Committee Members.

RECOMMENDATION:

Staff recommends the Town Commission approve the appointees and proposed schedule.



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



PART I - CHARTER

Footnotes:

-- (1) --

Editor's note— Printed herein is the Charter of the Town of Sewall's Point, Florida, as adopted by Laws of Fla. ch. 57-1865. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

ARTICLE I. - GENERAL PROVISIONS

Section 1. - [Established; territorial limits.]

A municipal corporation to be known as the Town of Sewall's Point, in the county of Martin and State of Florida, is hereby created and established and the territorial limits of said municipality shall be as follows:

TOWN OF SEWALL'S POINT

Beginning at a point where the east line of the west 66 feet of government lot 6, section 35, township 37 south, range 41 east, intersects the shoreline of the St. Lucie River, thence run north along said east line of the west 66 feet of said government lot 6, to a point that is 156.44 feet south of the north line of said government lot 6, thence run east on a line parallel to said north line of said government lot 6, a distance of 150 feet to a point, thence run north on a line parallel to the west line of government lot 6, a distance of 156.44 feet to a point on the north line of said government lot 6, thence run east along said north line of government lot 6, to the southwest corner of the government lot 4, section 26, township 37 south, range 41 east, thence run north along the west line of said government lot 4, section 26, township 37 south, range 41 east a distance of 700 feet to a point, thence run S 88°07' east to a point in the center line of Sewall's Point Road, thence run north 21°51'30" west along the center line of Sewall's Point Road a distance of 19.3 feet to a point, thence run south 88°47'06" east to a point of intersection with the westerly shoreline of the Indian River; thence run north 65°04' east to the point of intersection with the center line of the Intracoastal Waterway, thence run southeasterly along the center line of the Intracoastal Waterway to a point where said Intracoastal Waterway center line intersects the easterly extension of the center line of the St. Lucie River, thence run westerly and northerly along said extension and the center line of said St. Lucie River to a point where said center line of the St. Lucie River intersects the southerly extension of the east line of the west 66 feet of

government lot 6, section 35, township 37 south, range 41 east, thence run north along said southerly extension of said east line of the west 66 feet of said government lot 6, to the point of beginning.

(Laws of Fla. ch. 59-1873, § 1)

State Law reference— Municipal annexation or contraction, F.S. ch. 171.

Section 2. - [Perpetual succession; powers generally.]

That said corporation shall have perpetual succession and by the name of the Town of Sewall's Point may sue, be sued and defend, plead and be impleaded, in all Courts and places, and in all matters and proceedings; may acquire by gift, grant, devise, bequest, purchase or in any other manner similar or dissimilar, receive, own, lease, hold, use and enjoy or sell and dispose of real and personal property or any interest therein; may take by devise, bequest, gift, donation or otherwise any property, real or personal, in trust for public, charitable or other purposes and to do all acts and things necessary or appropriate to effectuate such trusts, with power to manage, sell, lease or otherwise dispose of said property in accordance with the terms of said trusts; may use any of said real property, whether within or without the territorial limits of said municipality, for roads, streets, cemeteries and the erection, maintenance and operation of municipal buildings, works and construction of every character, including municipal offices, schools, courthouses, fire and police stations, houses of detention and correction, hospitals, infirmaries, wharves, docks, bridges, markets, lighting and power plants and waterworks to supply light, power and water for public purposes, or to be sold for profit, and buildings, works and constructions for all other purposes that said municipality, through its commission, may deem necessary or proper for the welfare of said municipality or the inhabitants thereof, and may exercise all other powers herein conferred.

Editor's note— This section, which has not been amended by referendum after July 1, 1973, may have been superseded or may be unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166, but contains extraterritorial power which may not be amended without approval by referendum of the electors.

Section 3. - [Town Commission—Generally.]

That the corporate authority of said municipality shall be vested in a commission created by this Act. Said commission shall be composed of five members elected at large and shall be designated as the Town Commission of the Town of Sewall's Point, Florida. The term of office of each commissioner shall be four years, or until his successor is duly elected and qualified, except as hereinafter provided. The terms of office shall be staggered.

On the first Tuesday in March, A.D. 1958 and thereafter on the first Tuesday in March of each succeeding second year, an election of the registered, qualified voters of said Town shall be held to elect successors to the Town Commissioners named and designated by this Act. The commissioners who are elected shall assume office on the third Tuesday in March following their election and shall immediately organize by electing one of their members as Mayor, [and] one as Vice-Mayor. Beginning in 2012, on the first Tuesday in November and thereafter on the first Tuesday in November of each succeeding second year, an election of the registered, qualified voters of said Town shall be held to elect successors to the Town Commissioners named and designated by this Act. Beginning in 2012, the commissioners who are elected shall assume office on the third Tuesday in November following their election and shall immediately organize by electing one of their members as Mayor, [and] one as Vice-Mayor.

(Ord. No. 341, § 2, 1-31-2008; referendum of 3-4-2008)

Section 4. - [Same—Rules of procedure; meetings.]

Special meetings may be held upon the call of any Commissioner.

Editor's note— This section, except for the last sentence, has been editorially transferred to the Code of Ordinances as certain provisions of a Charter adopted prior to July 1, 1973, and not subsequently amended by referendum have been converted to ordinances by operation of F.S. § 166.021(5).

Section 5. - [Same—Commissioners' oath.]

Editor's note— This section has been editorially transferred to the Code of Ordinances as certain provisions of a Charter adopted prior to July 1, 1973, and not subsequently amended by referendum have been converted to ordinances by operation of F.S. § 166.021(5).

Section 6. - [Same—Filling of vacancies; qualifications.]

In the event a vacancy occurs on the Commission and the unexpired term of the Commissioner is equal to or exceeds six (6) months, the vacancy shall be filled by duly electing a new Commissioner at the next regularly scheduled general election, if such election is scheduled to be held within three (3) months of the time of the vacancy. If the unexpired term is equal to or exceeds six (6) months and no regular election is scheduled within three (3) months, a special election shall be held within ninety (90) days of the occurrence of the vacancy. If the unexpired term is for less than six (6) months, the vacancy shall not be filled. Any officer elected to fill a vacancy shall serve for the unexpired term. No person shall be eligible for election as Commissioner who is not a registered, qualified voter in the Town of Sewall's Point.

(Ord. No. 75, § 2, 5-11-1972; referendum of 11-3-1992)

State Law reference— Filling of vacancies provision required, F.S. § 166.031.

ARTICLE II. - MUNICIPAL POWERS

Section 1. - [Ordinance powers.]

The Commission within the limitations of this Act shall have the power by ordinance:

9th. To provide the town with a supply of water for public purposes and to sell the same to private individuals for profit, by waterworks to be within or beyond the boundaries of the Town, and for that purpose to acquire, build, construct or lease or permit others to acquire, build, construct or lease waterworks and a water system, and to dig artesian wells. The Town Commission may contract with other municipalities or private individuals for the supply of water to be furnished the inhabitants and citizens of the Town of Sewall's Point whose water plants, or facilities, for furnishing water may be outside the Town limits. The Town Commission may also grant a license and privilege to any person, firm, corporation or municipality to use its streets, alleys and ways for water mains, fire hydrants, and such other water distribution system as is necessary for the serving of the inhabitants and citizens of the Town with water and fire protection. Nothing herein contained shall compel the Town to provide water beyond existing facilities.

10th. To provide for the prevention and extinguishment of fires and to organize and establish fire departments. The Town Commission may contract with other Fire Departments, located beyond its limits, for its services in providing the inhabitants and citizens of the Town of Sewall's Point with fire protection, and is authorized to pay a reasonable sum for the services of said Fire Department or Departments.

11th. To provide for the lighting of the Town by electricity, gas or other illuminating material and to sell gas or electricity to others for profit, within or beyond the boundaries of the municipality.

15th. To license, tax and regulate carriages, wheel chairs, cars, vehicles, motors, omnibuses, wagons and drays, and to fix the rate to be charged for the carriage of persons and property within the Town limits and to the public works and property without the Town limits.

36th. To provide by ordinance for the appointment of a Town Manager, to prescribe his duties and fix his compensation. The Town Manager need not be a resident or property holder in the Town, County or State and may be dismissed at the pleasure of the Commission. The salary of the Town Manager shall be fixed by the Town Council [Commission].

37th. To provide by ordinance for the adoption of a Town plan, creation of a Town Planning Board and the appointment of the members thereof. The Commission shall, by ordinance, prescribe the duties of the Town Planning Board, enact ordinances for the enforcement of the Board and

prescribe penalties for their violation.

41st. To prohibit the dumping of filth, dirt, garbage, shells, trash, refuse or other things in the waters of any body of water within the Town limits, or any body of water adjacent to or adjoining the Town limits.

Editor's note— Subsections 1—8, 12—14, 16—35, 38—40 and 42—26 of this section, which have not been amended by referendum after July 1, 1973, and which are not extraterritorial powers, have been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

ARTICLE III. - MUNICIPAL ORGANIZATION AND OFFICERS

Footnotes:

--- (2) ---

Editor's note— *Ord. No. 329, § 6, adopted Oct. 6, 2006, and passed at referendum of Nov. 7, 2006, amended art. III to read as herein set out. Formerly, said article pertained to similar subject matter as enacted by Laws of Fla. ch. 57-1865.*

Section 1. - Form of government.

The form of government shall be known as the Commissioner-Manager Plan. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by this Charter, all powers of the Town shall be vested in an elective council hereinafter referred to as "the Commission" which shall enact local legislation, adopt budgets, determine policies and appoint a Town Manager, who shall execute the laws and administer the day-to-day governance of the Town as prescribed by this Charter; and the Town's Code of Ordinances; if the manner is not prescribed, then in such manner as may be prescribed by the Town Commission.

(Ord. No. 329, § 6, 10-6-06/11-7-06)

Section 2. - Authority of Commission.

That the legislative authority of the Town shall be vested in the Commission. The Commission shall be composed of five members elected at large. The term of office of each Commissioner shall be four years, or until his successor is duly elected and qualified. The Commission shall elect annually one of its members to the office of Mayor, whose duties shall include:

1. Preside at all meetings of the Town Commission.
2. Act as head of the Town government for all ceremonial purposes and recognized by the Governor for purposes of military law.

3. Signing deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, except that the Commission may delegate the power to the Town Manager. The Commission also shall elect annually one of its members to the office of Vice-Mayor whose duty shall be to assume the duties of the Mayor during his absence or disability.

All powers of the Town and the determination of all matters of policy shall be vested in the Town Commission. The Town Commission shall have the power, among other powers to:

1. Appoint and remove the Town Manager and Town Attorney.
2. Establish administrative departments
3. Adopt the budget of the Town.
4. Develop long term goals and policies which would be designed for the betterment of the Town and its residents.
5. Adopt employee personnel policies and salary and benefit plans.
6. Authorize the issuance of bonds in accordance with the constitution and laws of the State.
7. Inquire into the conduct of any department of the Town and make investigations as to municipal affairs.
8. Provide for an independent audit.
9. Other duties as prescribed by State law.

(Ord. No. 329, § 6, 10-6-06/11-7-06)

Section 3. - Commission relations with Town Manager.

Neither the Commission nor any of its members shall direct or request the appointment of any person to, or their removal from, employment by the Town Manager or by any of his subordinates, or in any manner take part in the appointment or removal of employees under the direct responsibility of the Town Manager except as otherwise expressly provided by this Charter. The Commission and its members shall deal solely through the Town Manager and neither the Commission, nor any member thereof shall give orders to any subordinate of the Town Manager either publicly or privately.

(Ord. No. 329, § 6, 10-6-06/11-7-06)

Section 4. - Future amendment of the Charter.

The Town Commission shall meet at least once every decade to consider whether amendment of the Charter would be in the best interests of the Town. The Town Commission may appoint a Charter Review Board of residents to advise the Town Commission on such Charter amendment. The Commission shall submit to the electors proposed amendments of the Charter in a manner in accordance with State laws.

(Ord. No. 329, § 6, 10-6-06/11-7-06)

Section 5. - Town Attorney.

For the purpose of systematically handling the Town's legal affairs, the Commission shall appoint, by a majority of its membership, a Town Attorney who shall serve at the pleasure of the Town Commission. The compensation of the Town Attorney shall be determined by the Town Commission.

(Ord. No. 329, § 6, 10-6-06/11-7-06)

ARTICLE IV. - TOWN MANAGER'S DUTIES AND RESPONSIBILITIES

Footnotes:

-- (3) --

Editor's note— Ord. No. 329, § 6, adopted Oct. 6, 2006, and passed at referendum of Nov. 7, 2006, amended art. IV to read as herein set out. Formerly, said article was entitled mayor and town chief of police as enacted by Laws of Fla. ch. 57-1865.

Section 1. - Town Manager.

The Town Commission by a majority of its membership shall appoint a Town Manager who shall serve at the pleasure of the Town Commission. The compensation and benefits of the Town Manager shall be determined by the Town Commission

(Ord. No. 329, § 6, 10-6-06/11-7-06)

Section 2. - Town Manager's duties and responsibilities—Powers generally.

Generally. The Town Manager shall have the power to hire, demote, suspend or terminate any employee of the Town. The Town Manager shall have general administration and supervision over all Town employees and over the Town's administrative affairs.

The Town Manager shall also have the power and be required to:

1. Prepare an annual budget and submit it to the Commission for approval and adoption and be responsible for its execution.
2. In conjunction with the budget process, submit a five-year capital improvement plan to the Commission for approval and adoption.
3. Submit to the Commission a monthly report showing the condition of all funds, and to prepare and submit annually to the Commission and make available to the public a complete report on the financial and administrative activities of the Town for the preceding year.
- 4.

Submit annually to the Commission recommendations for wage and benefit plans for Town staff for approval by the Commission.

5. Recommend to the Commission any legislation for adoption or repeal thereof.
6. Attend all Commission meetings and shall have the right to take part in discussions but not to vote, and to attend other Town meetings as directed.
7. Ensure that all laws, rules, regulations and provisions of this Charter and acts of the Commission, subject to enforcement by the Manager are faithfully executed.
8. Act as a representative for the Town with other municipalities, counties and state agencies.
9. Purchase all appropriate materials, supplies or equipment for which funds are provided for in the budget, but may not purchase any item which exceeds the budgetary appropriation until the Commission has increased the appropriation.
10. Consolidate or combine offices, departments or positions which are under his jurisdiction.
11. With regard to all public monies to be disbursed by check, review and sign such checks, which checks shall also require the signature of the Mayor, or in his absence, another member of the Commission.
12. Any other duties as appointed by the Town Commission.

(Ord. No. 329, § 6, 10-6-06/11-7-06)

ARTICLE V. - [ORDINANCES]

Section 1. - [Adoption procedure.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as superseded by F.S. § 166.041.

Section 1.5. - Budget procedure.

The Commission shall adopt the Town budget and all budget related matters by resolution.

(Ord. No. 240, § 1, 9-10-1997)

Editor's note— This section, regarding adoption of the budget by resolution, was adopted without a referendum pursuant to F.S. § 166.241(3).

Section 2. - [Franchises.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

Section 3. - [Records.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as superseded by F.S. § 166.041.

ARTICLE VI. - [BONDS]

Section 1. - [Authority to issue.]

Editor's note— The text of §§ 1—3 and 5—7 of this article has been omitted as superseded by F.S. §§ 166.101—166.141.

Section 2. - [Signing; interest; due dates.]

Editor's note— See the editor's note following § 1 of this article.

Section 3. - [Ordinance prerequisite to issuance.]

Editor's note— See the editor's note following § 1 of this article.

Section 4. - [Form; denomination; Treasurer's surety bond; town officers', etc., interest in contract.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

Section 5. - [Accounting records.]

Editor's note— See the editor's note following § 1 of this article.

Section 6. - [Notice of sale.]

Editor's note— See the editor's note following § 1 of this article.

Section 7. - [Revenue bonds, certificates and debentures.]

Editor's note— See the editor's note following § 1 of this article.

ARTICLE VII. - REVENUE AND TAXATION

Section 1. - [Powers generally.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as ad valorem taxes are limited by Fla. Const., art. VII, § 9, and F.S. § 166.211 to ten mills, except for taxes levied for payment of bonds and taxes levied for periods of not longer than two years and subject to referendum.

Section 2. - [Assessments.]

Editor's note— The text of sections 2—9 and 11—16 of this article has been omitted as superseded by F.S. chs. 192—195.

Section 3. - [Returns—Generally.]

Editor's note— See the editor's note following § 2 of this article.

Section 4. - [Same—Form, etc.]

Editor's note— See the editor's note following § 2 of this article.

Section 5. - [Railroad property.]

Editor's note— See the editor's note following § 2 of this article.

Section 6. - [Powers to enforce collection.]

Editor's note— See the editor's note following § 2 of this article.

Section 7. - [Assessment roll; Board of Equalization; tax sales.]

Editor's note— See the editor's note following § 2 of this article.

Section 8. - [Statute of limitations.]

Editor's note— See the editor's note following § 2 of this article.

Section 9. - [Assessment roll to constitute notice of lien.]

Editor's note— See the editor's note following § 2 of this article.

Section 10. - Millage limit; other taxes.

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as repealed by F.S. § 195.207.

Section 11. - [Tax Assessor and Collector.]

Editor's note— See the editor's note following § 2 of this article.

Section 12. - [Tax Assessor's duties.]

Editor's note— See the editor's note following § 2 of this article.

Section 13. - [Tax Collector's duties.]

Editor's note— See the editor's note following § 2 of this article.

Section 14. - [Board of Equalization.]

Editor's note— See the editor's note following § 2 of this article.

Section 14-A. - [Equalization Board meetings not required if Town uses county valuations.]

Editor's note— See the editor's note following § 2 of this article.

Section [15. - Taxes to constitute lien.]

Editor's note— This section as originally enacted was numbered as a second section "14." To eliminate confusion and facilitate indexing, it has been designated "[15]". As to omission of the text of the section, see the editor's note following § 2 of this article.

Section 16. - [Publication of notices.]

Editor's note— See the editor's note following § 2 of this article.

ARTICLE VIII. - STREETS, PAVEMENTS AND TOWN LOTS

Section 1. - [Commission to have control.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

Section 2. - [Improvements; procedure.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

State Law reference— Supplemental method of making local improvements, F.S. ch. 170.

Section 3. - [Removal of weeds, refuse, etc.]

Editor's note— This section has been editorially transferred to the Code of Ordinances as certain provisions of a Charter adopted prior to July 1, 1973, and not subsequently amended by referendum have been converted to ordinances by operation of F.S. § 166.021(5).

Section 4. - [Definition of "freeholders."]

Editor's note— This section has been editorially deleted as unnecessary because F.S. § 166.032 provides that any person who is a resident of a municipality, who has qualified as an elector of the state, and who has registered in the procedural manner provided by general law and ordinance of the municipality, shall be a qualified elector of the municipality.

ARTICLE IX. - [MISCELLANEOUS PROVISIONS]

Section 1. - [Application of municipal law.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

Section 2. - [Contracts involving expenditures.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as superseded by F.S. §§ 166.241(3) and 200.065.

Section 3. - [Town not liable for certain injuries.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as superseded by F.S. § 768.28.

State Law reference— Tort liability, F.S. § 768.28.

Section 4. - [Time limitation for bringing suit against Town.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as superseded by F.S. § 768.28.

State Law reference— Tort liability statute of limitation, F.S. § 768.28.

Section 5. - [Notice of injury or claim.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as superseded by F.S. § 768.28.

State Law reference— Tort liability, F.S. § 768.28.

Section 6. - [Severability.]

The fact that any particular provision of this Charter shall be declared by any Court to be unconstitutional shall not affect the constitutionality of any other provision of this Act.

Section 7. - [Clerk's certificate as to publication or posting of notices to be conclusive evidence of same.]

Editor's note— This section, which has not been amended by referendum after July 1, 1973, and which is not an extraterritorial power, has been editorially deleted as unnecessary as home rule powers of a municipality are derived from the constitution and F.S. ch. 166.

Section 8. - [Repeal of conflicting laws.]

All laws and parts of laws in conflict with the provisions of this Act are hereby repealed.

Section 9. - [When effective.]

This Act shall become effective immediately upon its becoming a law.

Section 10. - Transition schedule.

Commissioners in office as of the third Wednesday in March, 2008 shall continue to hold office until their successors are elected and take office in accordance with the provisions of Section 3, Article I, Town Charter.