TOWN OF SEWALL'S POINT

JOHN TOMPECK
Mayor

DAVID KURZMAN
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

FRANK FENDER
Commissioner

KAIJA MAYFIELD
Commissioner

ROBERT DANIELS
Town Manager

APRIL STONCIUS,CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

MARIA PIERCE
Finance Director

Town Commission Regular Meeting
November 15, 2022
6:00 PM

I. CALL TO ORDER

a. **Pledge of Allegiance to the Flag**

b. **Swearing in of Newly Elected Commissioners**

1) Oath of Office JWC.pdf
2) Oath of Office VM.pdf

c. **Roll Call**

II. RECESS (15 MINUTES) REFRESHMENTS

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. **TOSP Public Comment Guidelines**
1) TSP-Public Comment Guidelines.pdf

IV. ORGANIZATIONAL MATTERS

a. **Election of Mayor**
1) Town Clerk Memo - Mayor & Vice Mayor Election.pdf

b. **Election of Vice Mayor**

c. **Committee Appointments of Town Commissioners**
1) Town Clerk Memo Regarding Committee Appointments.pdf
2) 2022 - 2023 Commission Board Appointments.pdf

V. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

VI. APPROVAL OF AGENDA

VII. CONSENT AGENDA

a. **Building Reports – October 2022**
   1) Staff Building Report.pdf

b. **Minutes – August 24, 2022 Regular Meeting, August 31, 2022 Special Meeting, and September 7, 2022 Budget Hearing Meeting**
   1) 08 24 22 Regular Minutes.pdf
   2) 08-31-22 Special Meeting Minutes.pdf
   3) 09 07 22 Budget Hearing Minutes.pdf

c. **Police Department Quarterly Report July – September 2022**
   1) Activity Report Cover Memo July September 2022.pdf

VIII. RESOLUTIONS

a. **Resolution No. 950 - Recognizing Florida City Government Week**
   1) Town Manager Memo City Gov Week R950.pdf
   2) Resolution No. 950 FL Govt Week.pdf

b. **Resolution No. 951 - Loan Agreement**
   1) TM Agenda Memo - Resolution No. 951.pdf
   2) Resolution No. 951 - Loan Agreement.pdf

c. **Resolution No. 952 – Budget Amendment #4 - FY21-22**
   1) Memo Resolution No. 952 - Budget Amendment.pdf
   2) Resolution No. 952 - FY 2022 Budget Amendment #4 .pdf

IX. PUBLIC HEARING - ORDINANCE - SECOND READING

X. PUBLIC HEARING - ORDINANCE - FIRST READING

XI. OLD BUSINESS

XII. NEW BUSINESS

a. **Grant Application Approvals – Town Manager**
   1) TM Grant Request.pdf
   2) Grant - BRIC_23_Town Permission to Apply.pdf
   3) Grant 2 Phase 4_BRIC Project Subapplication.pdf
   4) Grant 3 S2S_BRIC Project Subapplication.pdf

b. **Amendment to Holiday Schedule**
   1) Town Manager Memo New Years Eve Holiday.pdf

XIII. DISCUSSION

XIV. COMMISSION AND STAFF CLOSING COMMENTS

XV. 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.

Town of Sewall's Point

Oath of Office

TOWN COMMISSION BOARD MEMBER

I, JAMES W. CAMPO, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, PROTECT, AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA, AND THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUION OF THE STATE AND THE SEWALL'S POINT TOWN CODE; AND THAT I WILL FAITHFULLY PERFORM THE DUTIES OF A TOWN COMMISSIONER OF SEWALL'S POINT, FLORIDA, SO HELP ME GOD.

_____
James W. Campo

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn or affirmed and subscribed before me on this ___day of _____, 2022, by

_____, who is personally known to me or has provided identification.

_____

Notary Public, State of Florida

Commission No.:

My Commission Expires:

(Notary Seal)

Town of Sewall's Point

Oath of Office

TOWN COMMISSION BOARD MEMBER

I, DAVID KURZMAN, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, PROTECT, AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND THE STATE OF FLORIDA, AND THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUION OF THE STATE AND THE SEWALL'S POINT TOWN CODE; AND THAT I WILL FAITHFULLY PERFORM THE DUTIES OF A TOWN COMMISSIOINER OF SEWALL'S POINT, FLORIDA, SO HELP ME GOD.

_____
David Kurzman

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn or affirmed and subscribed before me on this ___ day of _____, 2022, by _____, who is personally known to me or has provided identification.

_____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

(Notary Seal)

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 of Sewall's Point Commission**

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

SUBJECT: **Election of Mayor and Vice-Mayor**

DATE: **Town Commission Meeting, November 15, 2022**

Background:

Pursuant to the Town Charter, Article II, Section 2-33. – Election of mayor and vice-mayor, the mayor and vice-mayor of the town commission shall be elected by the members annually.

Recommendation:

Staff recommends the election of mayor and vice-mayor for the upcoming year.

TOWN OF SEWALL'S POINT

TO: **Town of Sewall's Point Commission**

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

SUBJECT: **Committee Appointments of Town Commissioners**

DATE: **Town Commission Meeting, November 15, 2022**

Background:

The committees below require board members to be appointed and/or to confirm that the appointed commissioner would like to remain on their respective boards.

1. Appointment to Airport Noise Advisory Committee
2. Florida League of Cities
3. Treasure Coast Regional League of Cities
4. Treasure Coast Regional Planning Council
5. Metropolitan Planning Organization
6. Tourist Development Council
7. Treasure Coast Council of Local Governments

2022-2023 COMMISSION BOARD MEMBERSHIPS			
BOARD	**MEMBER**	**ALTERNATE**	**Meetings**
Airport Noise Advisory Committee (ANAC)		N/A	Quarterly 4th Thursday - Aiport Maint. Bldg. Conference Room
Florida League of Cities (FLC)			Annual Conference
Treasure Coast Regional League of Cities (TCRLC)			10 am 3rd Wed. Monthly- Chamber of Commerce in St. Lucie County
Treasure Coast Regional Planning Council			**TBD**
Metropolitan Planning Organization (MPO)		N/A	**TBD**
Tourist Development Council (TDC)		N/A	3pm - MC Commission Chambers
Treasure Coast Council of Local Governments (TCCLG)			10 am 1st Wed. every Month- St. Lucie County Admin Annex

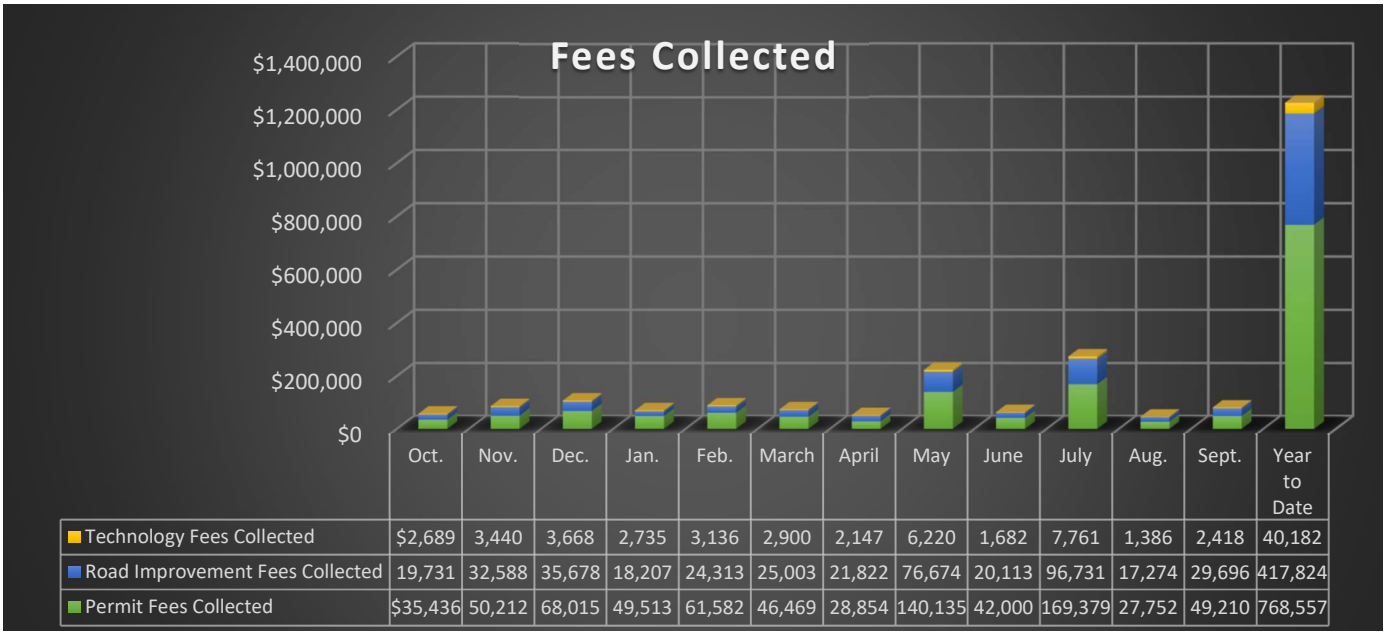
TOWN OF SEWALL'S POINT

TO: **Town Commission**

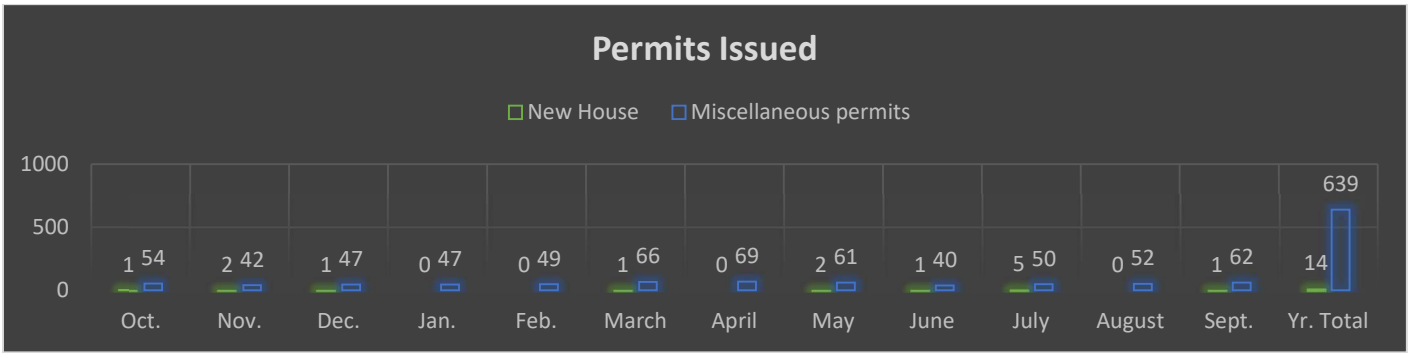
FROM: **Jack Reisinger, Building Official through Robert Daniels, Town Manager**

SUBJECT: **2021-2022 Building Permitting Report**

Regular Commission Meeting of November 15, 2022



	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Year to Date
Technology Fees Collected	$2,689	3,440	3,668	2,735	3,136	2,900	2,147	6,220	1,682	7,761	1,386	2,418	40,182
Road Improvement Fees Collected	19,731	32,588	35,678	18,207	24,313	25,003	21,822	76,674	20,113	96,731	17,274	29,696	417,824
Permit Fees Collected	$35,436	50,212	68,015	49,513	61,582	46,469	28,854	140,135	42,000	169,379	27,752	49,210	768,557



Building Department Budget for 2021-2022

- Building Permit Fees: $325,000 of which $768,557 has been collected for the fiscal year to date
- Road Improvement Fees: $162,500 of which $417,824 has been collected for the fiscal year to date

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

JOHN TOMPECK
Mayor

DAVID KURZMAN
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

FRANK FENDER
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

ROBERT DANIELS
Town Manager

APRIL STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

HOLLY VATH, CGFO
Finance Director

Regular Town Commission Meeting Minutes
August 24, 2022
7:00 p.m.

I. CALL TO ORDER

Mayor Tompeck called the meeting to order at 7:00 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 Kurzman, Commissioner Fender, and Commissioner Mayfield. Commissioner Campo was not present.

II. PROCLAMATIONS AND PRESENTATIONS

a. Ceremonial Swearing In of Officer Joseph Sabol

Chief Ciechanowski provided Joseph Sabol's background information and administered the oath to Officer Sabol. The Commission welcomed Officer Sabol to the Town.

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.*

Art Schwartz, 21 Lantana Lane, stated that the transition in leadership with the new Town Manager has been positive, and that the Town was moving in the right direction. He inquired as to the septic to sewer conversion issue and requested clarification, as it was rejected by 70% of the residents in 2017.

IV. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There were no changes to the Agenda.

V. APPROVAL OF AGENDA

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

VI. CONSENT AGENDA

a. Financials – July 2022
b. Building Report – July 2022
c. Minutes – July 21, 2022, Special Meeting

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

VII. PUBLIC HEARING - ORDINANCE - SECOND READING

Commissioner Campo arrived at this time, at 7:16 p.m.

a. Ordinance No. 432 - Storm Water Retention Formula

The Town Attorney read the ordinance title into the record. Mayor Tompeck opened the Public Hearing. There being no comments, Mayor Tompeck closed the Public Hearing. The Town Manager stated that square feet was changed to cubic feet in the formula, and that major work on a home would be considered substantially improved, per the definition in the Florida Building Code.

Vice Mayor Kurzman recommended 50 feet of gravel be placed in longer driveways to prevent the dirt from moving through easily. Commissioner Fender asked for clarification of the permeable spaces and the areas that would capture water, to which the Building Official replied that 30% of the lot would be covered by the building structure and that it would be 45% total, which would include the driveway and/or pool deck. Commissioner Mayfield pointed out that that the ordinance pertained to the increase in the volume of water stored on a property.

There being no further comments, Commissioner Fender **moved** to approve Ordinance No. 432. Vice Mayor Kurzman **seconded** the motion which **passed unanimously** by roll call vote.

VIII. PUBLIC HEARING - ORDINANCE - FIRST READING

There was nothing scheduled under this item.

IX. RESOLUTIONS

There was nothing scheduled under this item.

X. OLD BUSINESS

There was nothing scheduled under this item.

XI. NEW BUSINESS

There was nothing scheduled under this item.

XII. DISCUSSION

a. Capital Improvement Plan Workshop

Consultant, Dan Hudson, gave an overview of the five-year CIP and stated that the State Revolving Fund (SRF) was available to pursue, in order to pay off debt. Commissioner Campo stated that the project detail sheets were the most important aspect and appreciated a breakdown of the costs for each project. He inquired as to the cost breakdown of South Sewall's Point, Phase I, Part 4 and requested the specifics. The Town Manager responded that he would work with the Town Engineer to provide the details for the project. Commissioner Campo requested that the information be given to the Commission by Fiscal Year 2023 beginning on October 1, 2022. Mayor Tompeck concurred that the project details sheets were very important in order to communicate the information to the residents.

Commissioner Mayfield thanked staff, as she had not seen the information broken down in detail previously. She stated that she supported future projects, but that she was concerned that there were too many in FY-2023 to fund, as the Town had limited resources. Vice Mayor Kurzman agreed that cost estimates fluctuated over time due to the economy.

Mayor Tompeck recommended that the projects on the previous CIP be reviewed and added in the future. Commissioner Fender stated that he had provided the Town Manager the CIP PowerPoint presentation from Dr. Kim Delaney that was presented to the Commission last year.

Commissioner Campo stated that bridges and seawalls were listed on the CIP, and asked if there was support regarding a special assessment for the properties that used them on a daily basis such as Archipelago and Island Road. The Town Attorney replied that he would research the issue and report back to the Commission with his findings.

Commissioner Campo **moved** to approve the five-year CIP as recommended by Consultant, Dan Hudson. Commissioner Fender **seconded** the motion. Commissioner Mayfield requested that some of the projects be delayed on the list. There being no further discussion, the motion **passed unanimously** by roll call vote.

b. Driveways & Structure Improvements

The Town Manager stated that Section 82-273 – Lot Coverage - provided for no more than 45 percent of an impermeable area be taken up on a lot, and requested direction from the Commission. Vice Mayor Kurzman suggested that gravel be put in place to stop the dirt

from entering onto the roadway when homes were under construction or being renovated. It was the **consensus** of the Commission to keep the ordinance as-is and not make any changes.

XIII. COMMISSION AND STAFF CLOSING COMMENTS

a. STAFF

The Town Manager stated that he was working with Dr. Kim Delaney to schedule a CIP Workshop at the end of October or beginning of November 2022.

b. COMMISSIONERS

Commissioner Campo requested a status update for the project involving the section of Ridgeland Drive to Pineapple Lane. The Town Engineer, Joe Capra, stated that Phase 3 was moving forward and that it was in the planning and design phase. He explained that grants were pursued that the Town qualified for such as the septic to sewer preliminary design.

IVX. ADJOURN

There being no further business, the meeting adjourned at 8:31 p.m.

APPROVED:

_____
Mayor John Tompeck, Presiding Officer

ATTEST:

_____
April C. Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: November 15, 2022

JOHN TOMPECK
Mayor

DAVID KURZMAN
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

FRANK FENDER
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

ROBERT DANIELS
Town Manager

APRIL STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

HOLLY VATH, CGFO
Finance Director

Special Town Commission Meeting Minutes
August 31, 2022
5:00 p.m.

I. CALL TO ORDER

Mayor Tompeck called the meeting to order at 5:02 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, Commissioner Campo, and Commissioner Mayfield. Vice Mayor Kurzman and Commissioner Fender were not present.

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.*

Art Schwartz, 21 Lantana Lane, stated that he had his septic system pumped out and inspected and had not had an issue since 2004 when he purchased the home. He inquired as to the evidence to confirm the need for South Sewall's Point to convert to a sewer system, as it would be expensive. Mr. Schwartz said that there had been no report to indicate that the septic systems were a problem in the Town, only the recommendation from the Town Engineer that they were needed.

III. NEW BUSINESS

a. Resilient Florida Grant Program - Town Manager

The Town Manager stated that the item concerned a septic to sewer conversion opportunity that contained $8 million federal dollars from the DEP that could be matched with the initial grant that was submitted, and approved by the Commission on August 9, 2022.

Mayor Tompeck said that he was disappointed that he had not received a list of grant opportunities that were currently available to pursue, and that special meetings should not

have to be called to approve them. Mayor Tompeck clarified that there was no interest in a mandatory assessment, as only options were being reviewed at this time. The Town Manager stated that he was working on compiling a list of the current grants and that they would be posted on the Town's website for full transparency.

Commissioner Fender arrived at this time, at 5:10 p.m.

Veronica Piccolo, 8 Via Lucindia, said that that she agreed with what was previously stated, and pointed out that money would be needed to match the grants that would come from the residents. She suggested that the Town wait until Martin County Utilities made the determination that the conversion was needed in five years.

Mayor Tompeck stated that by obtaining the initial grant money, it would allow for the infrastructure of the sewer lines to be installed under South Sewall's Point Road during the road reconstruction project.

Commissioner Mayfield stated that she supported the conversion to sewer in South Sewall's Point, and explained that the homes on the east side of Town on the river should be converted to protect the environment, as they were too close to the river. She was in favor of the grant opportunity, in order to reduce costs for the conversion in the south end of Town.

There being no further discussion, Commissioner Mayfield **moved** to approve proceeding with the application for the Florida Department of Environmental Protection Fiscal Year 2023-24 Statewide Flooding and Sea Level Rise Resilience Plan Project Implementation Grant. Commissioner Fender **seconded** the motion.

Under discussion, Commissioner Campo applauded the Town Manager for formalizing the procedure and advertising it, and stated that he was in favor of septic to sewer conversions when the price was reasonable and when it was voluntarily requested by the residents. He was not in favor of submitting the application for the grant, and requested the results of the study that was approved previously in the amount of $100,000.

There being no further discussion, the **motion passed** by roll call vote with Mayor Tompeck, Commissioner Fender, and Commissioner Mayfield voting in favor, and Commissioner Campo voting against.

b. Sale of 78 S. Sewall's Point Road – Town Manager

The Town Manager stated that he would like to research options in reference to financing to purchase the property, and pointed out that it could further efforts regarding the resiliency project of adding to the nutrient reducing program by utilizing the land.

Commissioner Mayfield said that she was in favor of researching financing options, and recommended being cautious with the Town Attorney advisement expense regarding the negotiations for the property. Commissioner Campo stated that the Commission's number one priority was to have clean water flowing into the river, as well as to reduce flooding. He

advised that there were not only STA and outfall opportunities, but that the boundaries for the water improvement project could be extended to include Pineapple Lane to Riverview Drive.

Commissioner Campo **moved** to approve staff researching financing, negotiating the final terms with the property owner, and working with the Town Attorney to prepare a purchase agreement for 78 South Sewall's Point Road. Commissioner Fender **seconded** the motion. Mayor Tompeck was in favor of the purchase of the property, as it would remain valuable land. There being no further discussion, the motion **passed unanimously** by roll call vote.

IV. ADJOURN

There being no further business, the meeting adjourned at 5:41 p.m.

APPROVED:

_____
Mayor John Tompeck, Presiding Officer

ATTEST:

_____
April C. Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: November 15, 2022

JOHN TOMPECK
Mayor

DAVID KURZMAN
Vice Mayor

JAMES W. CAMPO, CFP
Commissioner

FRANK FENDER
Commissioner

KAIJA MAYFIELD
Commissioner

TOWN OF SEWALL'S POINT

ROBERT DANIELS
Town Manager

APRIL C. STONCIUS, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JACK REISINGER, CBO
Building Official

HOLLY VATH, CGFO
Finance Director

Town Commission Budget Public Hearing Minutes
September 7, 2022
5:30 p.m.

I. CALL TO ORDER

Mayor Tompeck called the meeting to order at 5:30 p.m.

a. Pledge 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 Kurzman, Commissioner Campo, Commissioner Fender, 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.

Phil Weber, 4 Mandalay Road, provided photographs of the area and stated that there were a few items to address after the road project, such as the entrance light fixtures on the Mandalay sign when entering the subdivision that needed repair. He stated that there was a street light across from the Mandalay sign that turned on randomly and requested that it be turned on from sunset to sunrise. Dr. Weber requested that at the corner of Mandalay Road and South Sewall's Point Road the electrical equipment be moved 30 feet to the right as well as the concrete pad, as it was not up to Sewall's Point standards. He asked that the Town maintain the island at the end of Mandalay Road, as it was in need of irrigation, sod, and tree trimming. Dr. Weber recommended communication be improved, as phone calls and emails were not returned.

Cynthia Lucas, 1 Mandalay Road, provided photographs of her property and stated that she had sent letters to Town Hall and to the Commissioners on May 18, 2022 and August 4, 2022 regarding repairing her property. She said that she provided an estimate of the cost to fix her property, and that there was also a flooding issue. Ms. Lucas stated that she looked forward to hearing from the Commissioners on the issue, as only one

Commissioner had reached out to her regarding resolving the matter.

Gretchen Gable, 167 S. Sewall's Point Road, stated that she was still having flooding issues and provided a video of the water running from Mandalay Road onto her property. She explained that she was initially concerned about the issue and had reached out to the Town for a resolution since June of 2021, but was assured that they system would work and not be a problem. Ms. Gable concurred with Dr. Weber regarding the electrical equipment at the end of the road that was unattractive. She suggested an informal meeting with the residents in the area and the Commission to discuss the issues that were a concern.

Gretchen Gable read a public comment into the record for Andrew Mishalove of 9 Mandalay Road in reference to the flooding on the property. He requested the Town's help to resolve the matter once and for all, as the home was located in an area that frequently flooded from water running down from South River Road. After conducting a topographic survey recommend by the Town Engineer, Joe Capra, Mr. Mishalove hired Mike Flaugh, a landscape architect, to design a plan to alleviate some of the issues and contain stormwater retention on the property. The excess volumes of water coming from the public roadway should not be required to be stored on the property, and requested that the Town assist by approving the budget item titled Phase 1, Part 4 that would help lessen the impact on the property.

III. ADDITIONS, DELETIONS OR CHANGES TO THE AGENDA

There were no changes made to the agenda.

IV. APPROVAL OF AGENDA

Commissioner Fender **moved** to approve the Agenda. Commissioner Mayfield **seconded** the motion. Commissioner Campo invited residents with concerns to stay and hear the last item on the agenda, in order to address them. There being no further discussion, the motion **passed unanimously** by roll call vote.

V. PUBLIC HEARING

a. Announcement of the percentage by which the Adopted Tentative Millage Rate exceeds the Rolled-Back Rate

Consultant, Dan Hudson, stated that the proposed millage rate of 3.27 mills was greater than the rolled-back rate of 2.9357 mills by 11.39%, and that the General Fund contained $3,243,050; Capital Projects Fund - $6,983,000; Building Permit Fund - $430,000, with a total of $10,656,050. He continued that following the Budget Workshop of August 9, 2022, the following were added to the budget: $20,000 - Communication Plan; $60,000 - Grant Writer/Lobbyist; $13,000 - Water Supply Plan, which would have a DEO grant; $10,000 – Land Development Regulations update; $1,800 - Police Department copier; $2,400 - main copier; $5,400 - permit software licenses; and $20,000 - Town Manager Contingency.

Mayor Tompeck opened the Public Hearing. There being no comments, Mayor Tompeck closed the Public Hearing. There were no comments from the Commission at this time.

b. Resolution No. 939, Adopting the Tentative Millage Rate for FY 2022-2023

The Town Clerk read the resolution title into the record. There being no discussion, Commissioner Campo **moved** to approve Resolution No. 939. Vice Mayor Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

c. Resolution No. 940, Adopting the Tentative Operating Budget for FYI 2022-2023

The Town Clerk read the resolution title into the record.

Commissioner Campo stated that he was concerned about the budget for the land planner, as only one request for proposal was received when it went out to bid. He said that the fee for the preparation of the Comprehensive Plan was $200,000, and a budget was being formulated for an ongoing consultant in reference to planning services in the amount of $20,000. Commissioner Campo pointed out that there was also an additional cost of $10,000 for the Land Development Regulation Amendments, which he was under the impression was included in the initial $200,000 fee. He clarified that there was no direction given to have an ongoing consultant planner, as there was not a proper bidding procedure conducted.

Commissioner Campo stated that the line item amounts for last year's budget, FY 21-22, were not included in the category columns, and requested that prior to the final budget hearing the actual income and expenses through July be provided for comparison purposes. He said that a brief synopsis of the Capital Improvement Projects from the Town Engineer would be helpful, in order to convey the information to the residents. Commissioner Campo requested a description of the CIP projects, as well as a breakdown of the elements of the costs such as the engineering cost, the permitting cost, and the construction cost.

Mr. Hudson stated that in reference to the planner, there were ongoing questions that arose during the year that warranted a planning consultant and recommended funds be set aside for planning services. He said that the LDR would need a professional planner to amend it, as it tied into the changes made to the Comp Plan. Mr. Hudson said that the comparisons from last year would be provided, but was not sure about the CIP and suggested that the Town Engineer complete project detail sheets with the information.

Commissioner Mayfield recommended that the proposed restrooms for the Town Commons Park be removed from the CIP, as the $75,000 could be used towards the upcoming projects. It was the **consensus** of the Town Commission to remove the restroom project from the CIP list.

Commissioner Fender requested that along with last year's numbers, a percentage column

be added to the spreadsheet for easy reference. He stated that he was in favor of moving the restroom project to the next fiscal year, as it was needed.

Vice Mayor Kurzman stated that he was concerned that the Mandalay area was not draining properly, as the water was flowing onto properties instead of into the drainage system.

Commissioner Mayfield inquired as to the ownership of the street lights in the Town, to which the Town Manager advised that some of them were owned by FP&L or DOT, and that when FP&L converted to led lights he would obtain a quote regarding the cost for them to maintain all of the street lights in Town. He stated that he would bring the item back to the Commission for approval.

Commissioner Campo stated that the Water Supply Plan indicated a DEO grant would be used, but he viewed it as an expense and asked the Town Attorney if he had followed up on his request to remove it. The Town Attorney advised that one option would be to not have one at all, but that the Florida Water Management District would eventually require one. The Town Manager stated that he would follow-up on the issue, as he had met with county officials. He said that he would bring back recommendations to the Commission. Commissioner Campo requested that the Water Supply Plan be removed. The Town Attorney remarked that it could be a requirement to qualify for grants. Commissioner Mayfield suggested leaving it in until other recommendations were provided. Mayor Tompeck concurred.

Mayor Tompeck stated that he appreciated the way the budget was set up this year in three different funds, and thanked Ms. Vath for her help clarifying certain items. There being no further discussion, Commissioner Campo **moved** to approve Resolution No. 940 with the clarification items provided prior to the final budget. Commissioner Fender **seconded** the motion, which **passed unanimously** by roll call vote.

d. Resolution No. 941, Adopting the Five-Year Capital Improvement Plan for FY 2022-2023

The Town Clerk read the resolution title into the record.

Commissioner Campo requested that the Town Commons Park restrooms be formally struck from the CIP, and moved to a future year. He asked the Town Engineer to elaborate on the South Sewall's Point Road Construction Project, Phase 1, Part 4 that was estimated to cost $535,000 regarding the South River Road/Mandalay Road area. The Town Engineer stated that he had not done a final design on that number, just a conceptual plan. He said that a survey would be required first and that after crowning the road, the water would be captured and moved into an underground exfiltration system.

There were no comments from the public.

There being no further discussion, Vice Mayor Kurzman **moved** to approve Resolution

No. 941. Commissioner Fender **seconded** the motion, which **passed unanimously** by roll call vote.

e. Resolution No. 942, Adopting the Dedication of Millage for Capital Projects

The Town Clerk read the resolution title into the record. There were no comments from the public.

Commissioner Mayfield stated that the resolution indicated that the dedication shall sunset and confirmed that it was being done each year to emphasize the Commission's commitment to it. The Town Attorney replied in the affirmative.

Mayor Tompeck stated that the wording from last year's resolution specifically dedicated .4 mills to use solely on the South Sewall's Point Road Construction CIP project. He pointed out that this year's resolution indicated that the millage funds would be used for all CIP projects and requested clarification. Commissioner Mayfield stated that the millage should remain dedicated to the SSPR project. Commissioner Campo said that he agreed with the proposed resolution, as it would give staff the ability to address grant requirements. He stated that the Commission was dedicated to spending the funds on capital projects. Mr. Hudson clarified that the CIP projects were isolated into a separate fund, in order to prevent them from intertwining with operating expenses, etc.

There being no further discussion, Commissioner Campo **moved** to approve Resolution No. 942 as written. Commissioner Fender **seconded** the motion. The **motion passed** with Commissioner Campo, Commissioner Fender, and Vice Mayor Kurzman voting in favor, and Mayor Tompeck and Commissioner Mayfield voting against.

f. Resolution No. 943, Committing General Fund Reserves for Disaster Reserve and Operating Reserve

The Town Clerk read the resolution title into the record. There were no comments from the public.

Commissioner Mayfield inquired as to if the Fire Rescue Reserve Fund would be presented each year, to which Mr. Hudson responded that the contract increased each year and the intent was to build it into the Operating Budget.

Commissioner Campo stated that 77% of the budget obtained from ad valorem taxes were allocated towards fire service and police protection, leaving 23% for Capital Improvement Projects. He explained that grants and other funding sources were being pursued to offset the costs of the CIP projects, so that the maximum level of service was available to the community at a reasonable expense without adjusting the tax rate.

There being no further discussion, Commissioner Fender **moved** to approve Resolution No. 943. Vice Mayor Kurzman **seconded** the motion, which **passed unanimously** by roll call vote.

VI. COMMISSION AND STAFF CLOSING COMMENTS

a. STAFF

The Town Manager stated that at the next, meeting land acquisition options would be presented, as well as the annual contracts that were due to be renewed in October.

b. COMMISSIONERS

Mayor Tompeck requested that staff address the concerns the residents voiced at the beginning of the meeting in reference to the flooding on Mandalay Road. He asked that the Town Manager and the Town Engineer compile a list of issues to be addressed and report back to the Commission at the next meeting.

Commissioner Campo inquired as to if the road project overseen by the Town Engineer produced more flooding than drainage of water on the resident's properties. The Town Engineer responded that stormwater management involved storage and treatment; conveyance to move the water; and discharge to the river. He explained that there were permits that the Town needed to abide by and that if there was a sea level rise, the water levels were adjusted. The Town Engineer advised that there was a road/street drainage system and a yard drainage system that joined at the outfall where the discharge was controlled by keeping the water and the sea level from rising, which meant more water would be stored on roads, in the stormwater system, or on properties. He stated that is what occurred in India Lucie, and recommended more land be purchased for STA's.

Commissioner Fender stated that the annual Run for the Pineapple 5K was a tradition in the Town and requested that it be held again in the next year. Commissioner Campo commented that he supported the event. He stated that he had worked with the DOT to replace the benches on the Evans Crary Bridge and thanked the Fort Pierce DOT. He said that he was working with Chief Ciechanowski on a resolution in reference to the reduction of the speed limit on the bridge entering into Town for safety reasons.

VII. ADJOURN

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

APPROVED:

_____
Mayor John Tompeck, Presiding Officer

ATTEST:

_____
April C. Stoncius, CMC, Town Clerk

Minutes approved at the meeting of: November 15, 2022

Town of Sewall's Point
Police Department

Interdepartmental Memorandum

TO: Robert Daniels, Town Manager

FROM: Tina Ciechanowski, Chief of Police

DATE: October 18, 2022

RE: Statistics and Activity Report July - September 2022

The attached report reflects the month-to-month activity of the Police Department's calls for service for the past quarter (July-September).

I respectfully request acceptance of the attached activity reports for the Police Department.

SEWALL'S POINT POLICE DEPARTMENT
July 2022
Activity Report

Monthly Activity - General

	July 2021	July 2022	YTD - 2021	YTD - 2022
Calls for Service	134	112	1004	1130
Total Arrests	1	6	20	40

Crime Prevention

	July 2021	July 2022	YTD – 2021	YTD - 2022
Closed Home Patrol	277	165	870	814
Open Door	12	4	28	27
Extra Patrol by Request	749	664	4206	4053
Alarm	16	13	100	99
Suspicious Person	3	3	28	27
Suspicious Vehicle	3	3	38	35
Suspicious Incident	3	5	30	33
Internal Bolo	No Data	0	No Data	1

Traffic Related Activity

	July 2021	July 2022	YTD – 2021	YTD - 2022
Traffic Stops	217	117	1240	750
Vehicle Citations	110	54	642	457
Written Warning Citations	30	11	151	63
Verbal Warning	77	66	447	321
Road Closed/Hazard	7	5	49	73
Directed Traffic Enforcement	70	15	504	254
Reckless Vehicle	7	5	29	25
Disabled Vehicle	7	2	19	16
Traffic Crash	4	5	20	36
Road Rage	No Data	0	No Data	1

SEWALL'S POINT POLICE DEPARTMENT
July 2022
Activity Report

Assists

	July 2021	July 2022	YTD – 2021	YTD - 2022
Other Jurisdiction	13	13	95	114
Medical	9	4	78	64
Fire	2	3	19	17
Animal Control	5	3	26	75
Man Down	No Data	1	No Data	2

Citizen Services

	July 2021	July 2022	YTD – 2021	YTD - 2022
Lost/Found Property	1	1	16	19
Civil Matter	1	1	9	9
Neighbor Trouble	0	0	4	4
Police Service Call	28	42	204	304
Town Ordinance Violation - Warning	44	53	299	339
Town Ordinance Violation - CVC	1	1	2	5

Major Crimes

Crime Type	July 2021	July 2022	YTD – 2021	YTD - 2022
Robbery	0	0	0	0
Burglary	0	0	3	1
Theft	1	0	4	2
Stolen Vehicle	1	0	1	0
Assault	0	0	0	0
Battery	0	0	3	3
Total	**2**	**0**	**11**	**6**

Other Crimes

Type	July 2021	July 2022	YTD – 2021	YTD - 2022
Fraud	0	2	5	9
Drug Violations	0	0	2	2
Trespassing	4	3	12	15
Vandalism	1	0	4	1
Disorderly Conduct	0	0	1	1
Lewd & Lascivious	0	0	0	1
Domestic	0	1	2	4
DUI	0	2	1	5
Disturbance	3	3	45	25
Total	**8**	**11**	**72**	**63**

Noteworthy Cases & Additional Information:

07/06/2022 22-6995 As a result of a traffic stop, an adult female was arrested for DUI.

07/08/2022 22-7051 Officers responded to a harassing communications by telephone complaint.

07/15/2022 22-7375 Officers responded to a call to check the welfare of two elderly residents. This call resulted in a referral to Department of Children and Families (DCF) for a adult protective services follow up.

07/16/2022 22-7412 Officers responded to a call for a home invasion armed robbery. This call resulted in a substantial law enforcement response. Upon arrival, it was discovered the complainant was experiencing a medical issue resulting in delusions. Medical attention was secured for the complainant.

07/17/2022 22-7421 Officers responded to a fraud call. The complainant deposited two checks totaling $5000 in his account and returned $1000 to the unknown suspect. The suspect's checks bounced and the complainant lost $1000.

07/17/2022 22-7422 Officers responded to a hit and run crash in the parking area of Harbour Bay Plaza. Pursuant to investigation, the fleeing party was arrested via UTC for leaving the scene of a crash.

07/18/2022 22-7474 Officer responded to a death scene with no suspicious circumstances.

07/26/2022 22-7792 Officers responded to fraud call in which a resident has been victimized by having credit cards opened in their name.

07/27/2022 22-7792 Officers responded to a domestic dispute involving a mother and daughter.

07/31/2022 22-7923 As a result of a traffic stop, an adult male was arrested for DUI.

SEWALL'S POINT POLICE DEPARTMENT
August 2022
Activity Report

Monthly Activity - General

	August 2021	August 2022	YTD - 2021	YTD - 2022
Calls for Service	116	128	1120	1258
Total Arrests	3	3	23	43

Crime Prevention

	August 2021	August 2022	YTD – 2021	YTD - 2022
Closed Home Patrol	218	136	1088	950
Open Door	3	3	31	30
Extra Patrol by Request	661	675	4867	4728
Alarm	14	14	114	113
Suspicious Person	0	6	28	33
Suspicious Vehicle	4	3	42	38
Suspicious Incident	7	6	37	39
Internal Bolo	No Data	0	No Data	1

Traffic Related Activity

	August 2021	August 2022	YTD – 2021	YTD - 2022
Traffic Stops	204	136	1444	886
Vehicle Citations	119	93	761	550
Written Warning Citations	21	3	172	66
Verbal Warning	64	60	511	381
Road Closed/Hazard	9	9	58	82
Directed Traffic Enforcement	84	17	588	271
Reckless Vehicle	7	5	29	30
Disabled Vehicle	5	0	24	16
Traffic Crash	2	1	22	37
Road Rage	No Data	0	No Data	1

SEWALL'S POINT POLICE DEPARTMENT
August 2022
Activity Report

Assists

	August 2021	August 2022	YTD – 2021	YTD - 2022
Other Jurisdiction	13	17	108	131
Medical	10	5	88	69
Fire	5	1	24	18
Animal Control	4	7	30	82
Man Down	No Data	0	No Data	2

Citizen Services

	August 2021	August 2022	YTD – 2021	YTD - 2022
Lost/Found Property	3	2	19	21
Civil Matter	1	0	10	9
Neighbor Trouble	0	0	4	4
Police Service Call	19	44	223	348
Town Ordinance Violation - Warning	58	56	357	395
Town Ordinance Violation - CVC	0	1	2	6

Major Crimes

Crime Type	August 2021	August 2022	YTD – 2021	YTD - 2022
Robbery	0	0	0	0
Burglary	0	0	3	1
Theft	0	0	4	2
Stolen Vehicle	0	0	1	0
Assault	0	0	0	0
Battery	0	0	3	3
Total	**0**	**0**	**11**	**6**

Other Crimes

Type	August 2021	August 2022	YTD – 2021	YTD - 2022
Fraud	3	4	8	13
Drug Violations	0	0	2	2
Trespassing	0	2	12	17
Vandalism	1	0	5	1
Disorderly Conduct	0	0	1	1
Lewd & Lascivious	0	0	0	1
Domestic	0	0	2	4
DUI	0	0	1	5
Disturbance	2	2	47	27
Total	**6**	**8**	**78**	**71**

Noteworthy Cases & Additional Information:

08/22/022 22-8420 Officers responded to a mental health crisis and a woman was involuntarily taken to a mental health facility for evaluation.

08/23/2022 22-8824 Officers responded to fraud call in which a resident has been victimized by having unknown subjects in two different states (Texas and California) attempt to withdraw money from his bank account.

08/27/2022 22-9021 Officers responded to a fraud call in which a resident has been victimized by having credit card accounts opened in her name and significant charges placed upon them.

08/27/2022 22-9024 Officers responded to a call in which a resident has alleged other family members have used his identity to open student loans without his consent.

SEWALL'S POINT POLICE DEPARTMENT
September 2022
Activity Report

Monthly Activity - General

	September 2021	September 2022	YTD - 2021	YTD - 2022
Calls for Service	112	132	1232	1390
Total Arrests	2	8	25	51

Crime Prevention

	September 2021	September 2022	YTD – 2021	YTD - 2022
Closed Home Patrol	180	110	1268	1060
Open Door	1	7	32	37
Extra Patrol by Request	513	564	5380	5292
Alarm	17	14	131	127
Suspicious Person	4	3	32	36
Suspicious Vehicle	2	14	44	52
Suspicious Incident	6	5	43	44
Internal Bolo	No Data	0	No Data	1

Traffic Related Activity

	September 2021	September 2022	YTD – 2021	YTD - 2022
Traffic Stops	142	107	1586	993
Vehicle Citations	83	83	844	633
Written Warning Citations	16	16	188	82
Verbal Warning	43	46	554	427
Road Closed/Hazard	7	20	65	102
Directed Traffic Enforcement	72	14	660	285
Reckless Vehicle	1	4	30	34
Disabled Vehicle	4	2	28	18
Traffic Crash	5	1	27	38
Road Rage	No Data	0	No Data	1

SEWALL'S POINT POLICE DEPARTMENT
September 2022
Activity Report

Assists

	September 2021	September 2022	YTD – 2021	YTD - 2022
Other Jurisdiction	12	16	120	147
Medical	7	5	95	74
Fire	1	2	25	20
Animal Control	5	10	35	92
Man Down	No Data	0	No Data	2

Citizen Services

	September 2021	September 2022	YTD – 2021	YTD - 2022
Lost/Found Property	0	1	19	22
Civil Matter	0	1	10	10
Neighbor Trouble	2	1	6	5
Police Service Call	29	30	252	378
Town Ordinance Violation - Warning	64	45	421	440
Town Ordinance Violation - CVC	0	0	2	6

Major Crimes

Crime Type	September 2021	September 2022	YTD – 2021	YTD - 2022
Robbery	0	0	0	0
Burglary	0	0	3	1
Theft	0	0	4	2
Stolen Vehicle	0	0	1	0
Assault	0	0	0	0
Battery	1	1	4	4
Total	**1**	**1**	**12**	**7**

Other Crimes

Type	September 2021	September 2022	YTD – 2021	YTD - 2022
Fraud	0	4	8	17
Drug Violations	0	1	2	3
Trespassing	1	2	13	19
Vandalism	0	0	5	1
Disorderly Conduct	0	0	1	1
Lewd & Lascivious	0	0	0	1
Domestic	1	1	3	5
DUI	1	0	2	5
Disturbance	2	1	49	28
Total	**5**	**9**	**83**	**80**

Noteworthy Cases & Additional Information:

09/02/2022 22-9253 Officers responded to a call for domestic related threats.

09/02/2022 22-9254 Officers responded to fraud call in which a resident has been victimized by having credit card accounts opened in his name and significant charges placed on the accounts.

09/06/202 22-9419 Officers responded to a fraud call in which a resident has been victimized by having a credit card account opened in their names and significant charges placed on the account.

09/07/2022 22-9443 Officers responded to an attempted fraud call in which a resident received a call from a subject identifying themselves as being employed by Social Security and seeking copies of her license, passport and social security card. The subjects were unsuccessful in obtaining an additional information from the resident.

09/08/2022 22-9464 Officers responded to a domestic standby incident.

09/08/2022 22-9466 Officers responded to a sexual battery complaint. Investigation was transferred to a Special Victim's Detective at the Martin County Sheriff's Office.

09/09/2022 22-9488 Officers responded to a report of a dog bite at the Lantana Park.

09/21/2022 22-9961 Officers responded to call of a semi-trailer damaging a resident's property.

09/23/2022 - 09/29/2022 The Police Department and Town Hall began our pre-hurricane tasks in the event we were hit by Hurricane Ian. Preparations continued through the weekend and up until Wednesday, 09/28/2022, when we were reatively certain as to what the outcome of the storm would be in the Town. We then transitioned into assisting town personnel with cleanup operations and coordination of debris pick up, and liaising with FPL to restore power to residents of Palm Road and Riverview Drive.

09/29/2022 22-10271 While conducting a security check of the 3601 S.E. Ocean Blvd. office parking area, a subject was identified as having an outstanding warrant for simple battery. He was arrested and transported to jail without incident.

TOWN OF SEWALL'S POINT

TO: **Mayor and Commissioners**

FROM: **Robert Daniels, Town Manager**

SUBJECT: **Resolution No. 950 – Recognizing Florida City Government Week**

DATE: **Commission Meeting November 15, 2022**

Background:

Florida League of Cities recognizes City Government Week, held annually in October, as a time for cities across the state to celebrate, showcase, and engage citizens in the work of municipal government. Municipal government is the closest to the people and generally receives higher approval ratings than other levels of government. Yet, many residents are unaware of how city services impact their lives.

The Town of Sewall's Point celebrated Florida City Government Week with a community get-together, the first Breakfast with Bob in which residents joined the new town manager in a two-hour discussion of issues involving our municipal government. This interaction is being submitted to the Florida League of Cities as documentation of how the Town celebrated City Government Week.

Recommendation:

Approve Resolution No. 950, recognizing Florida City Government Week.

RESOLUTION NO. 950

A RESOLUTION OF THE TOWN OF SEWALL'S POINT RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 17-23, 2022, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, town government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, town government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, town government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF SEWALL'S POINT AS FOLLOWS:

Section 1. That the Town of Sewall's Point encourages all citizens, town government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the Town of Sewall's Point encourages educational partnerships between town government and schools, as well as civic groups and other organizations.

Section 3. That the Town of Sewall's Point supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

Section 4. This Resolution shall take effect upon approval by the Town Commission.

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

	AYE	NAY
JOHN TOMPECK, _____	____	____
DAVE KURZMAN, _____	____	____
JAMES W. CAMPO, _____	____	____
FRANK FENDER, _____	____	____
KAIJA MAYFIELD, _____	____	____

The Town Manager thereupon declared this Resolution No. 951 approved and adopted by the Town Commission of the Town of Sewall's Point on this ____ day of November, 2022.

TOWN OF SEWALL'S POINT, FLORIDA

_____
, Mayor

ATTEST:

_____
April C. Stoncius, CMC, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

TOWN OF SEWALL'S POINT

TO: **Mayor and Commissioners**

FROM: **Robert Daniels, Town Manager**

SUBJECT: **Resolution No. 951 - Loan Agreement with Seacoast Bank - Financing the Purchase of 78 S. Sewall's Point Rd.**

DATE: **Regular Commission Meeting – November 15, 2022**

EXECUTIVE SUMMARY:

On September 27, 2022, the Town Commission approved the purchase contract with the Virginia R. Reilly Trust to purchase the property at 78 S. Sewall's Point Road for the purpose of constructing a Stormwater Treatment area along with a Sub-basin Outfall area. The Town commission also authorized the Town Manager to determine the best financial institution for financing the purchase.

It has been determined that Seacoast National Bank is the best option for financing the purchase of the property.

The terms of the loan are as follows:

Type of Loan:	Commercial Term Loan
Amount of Loan:	Principal Amount (not to exceed) $2,000,000.00
Rate of Loan:	4.29% fixed; Bank Qualified Tax Exempt
Term of Loan:	60 Months from date of closing
Repayment terms:	Semi-annual principal and interest payments. Payments will be based on an amortization of 240 months.
Loan Fee:	None
Pre-payment Penalty:	None

Once the property purchase is complete, the Town's Engineer will begin moving forward with the constructing of the Stormwater Treatment area along with a sub-basin Outfall area. At this time, the Town Engineer is estimating the project to be complete by 2024.

ACTION:

The Town Staff recommends the Town Commission approve Resolution No. 951, authorizing the Town to borrow funds from Seacoast National Bank in the principal amount not to exceed $2,000,000 to purchase the property at 78 South Sewall's Point Road and approving the loan agreement between the Town and Seacoast National Bank.

RESOLUTION NO. 951

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA; AUTHORIZING THE TOWN TO BORROW FUNDS FROM SEACOAST NATIONAL BANK IN THE PRINCIPAL AMOUNT NOT TO EXCEED $2,000,000 TO PURCHASE THE PROPOERTY AT 78 S. SEWALL'S POINT ROAD, AS PREVIOUSLY AUTHORIZED BY THE TOWN COMMISSION; AWARDING THE NOTE TO SEACOAST NATIONAL BANK BY NEGOTIATED SALE; APPROVING A LOAN AGREEMENT BETWEEN THE TOWN AND SEACOAST NATIONAL BANK; DESIGNATING THE NOTE AS A "BANK QUALIFIED OBLIGATION" UNDER SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by the adoption of Resolution No. 948 on September 27, 2022, the Town Commission previously determined to acquire the land at 78 S. Sewall's Point Road, Sewall's Point, Florida, for $2,170,000 (the "Project"); and

WHEREAS, by the adoption of said Resolution No. 948, the Town Commission directed and authorized the Town Manager to execute, on behalf of the Town, a loan agreement with either Seacoast National Bank or SouthState Bank; and

WHEREAS, the Town Manager has determined to execute a loan agreement with Seacoast National Bank in substantial accordance with a proposal from Seacoast National Bank dated October 7, 2022; and

WHEREAS, the Town Commission desires, by the adoption of this Resolution, to meet the legal requirements of Florida law and of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Town Commission finds that this Resolution serves a public purpose and is in the best interests of the Town.

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

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein. This Resolution is adopted pursuant to the provisions of Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town of Sewall's Point, and other applicable provisions of law.

Section 2. Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" means Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town of Sewall's Point, and other applicable provisions of law.

"Clerk" means the Clerk, Acting Clerk or any Deputy Clerk of the Town.

"Commission Member" means a member of the Town Commission.

"Lender" means Seacoast National Bank, and its successors and assigns.

"Loan Agreement" means the Loan Agreement between the Town and the Lender authorized by Section 4 hereof.

"Mayor" means the Mayor or Vice Mayor of the Town.

"Note" means the Town's Public Improvement Revenue Note, Series 2022, authorized by Section 3 hereof.

"Project" means the acquisition of the land at 78 S. Sewall's Point Road, Sewall's Point, Florida.

"Resolution" means this Resolution authorizing the issuance of the Note, including any resolution or resolutions supplemental hereto.

"State" means the State of Florida.

"Town" means Town of Sewall's Point, a Florida municipal corporation.

"Town Manager" means the Town Manager or his or her designee.

Section 3. Authorization of Note. Subject and pursuant to the provisions of this Resolution and the Loan Agreement, an obligation of the Town is hereby authorized to be issued in the principal amount not to exceed $2,000,000 for the purpose of providing funds, together with other available funds of the Town, to pay the costs of the Project and pay closing costs. Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an award of the Note by negotiated sale, it is in the best interest of the Town to award the Note to the Lender by negotiated sale in substantial accordance with the Lender's proposal to the Town dated October 7, 2022, which Term Sheet is attached hereto as Exhibit "A" (the "Term Sheet"); provided, however, that the provisions of this Resolution and the Loan Agreement shall control to the extent of any conflict with the Term Sheet.

Prior to the issuance of the Note the Town shall receive from the Lender a disclosure statement containing the information required by Section 218.385, Florida Statutes. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Town and the Lender, and shall have such other terms and provisions, including the interest rate and maturity date, as stated in the form of Note attached to the Loan Agreement as Exhibit "A." The Note is to be in substantially the form set forth on Exhibit "A" to the Loan Agreement, together with such changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Note shall be executed on behalf of the Town with the manual signature

of the Mayor, and the Mayor is hereby authorized to execute the Note on behalf of the Town. The Note shall further by attested to by the manual signature of the Clerk, and the seal of the Town shall be impressed thereon.

Section 4. Loan Agreement. Notwithstanding any other provision hereof, the Note shall not be issued nor shall the Town be obligated to issue the same nor shall the Lender be obligated to purchase the same, unless and until the Town and the Lender shall execute a Loan Agreement in substantially the form attached hereto as Exhibit "B" (the "Loan Agreement"). The form of the Loan Agreement is hereby approved by the Town and the Town Manager is authorized to execute the same, with such changes as may be approved by the Town Manager, such approval to be conclusively evidenced by the execution thereof by the Town Manager.

Section 5. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 6. Conflicts. All resolutions or parts of resolutions that are in conflict with the provisions of this Resolution are hereby stayed to the extent necessary to give this Resolution full force and effect until its expiration.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 8. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 9. Authorizations. The Town Manager, the Clerk, and any Council Member, and such other officials and employees of the Town as may be designated by the Mayor are each designated as agents of the Town in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Town that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 10. Bank Qualified Issue. The Town hereby designates the Note to be a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 11. Effective Date. This Resolution shall take effect immediately upon approval by the Town Commission.

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

	AYE	NAY
JOHN TOMPECK, _____	____	____
DAVE KURZMAN, _____	____	____
JAMES W. CAMPO, _____	____	____
FRANK FENDER, _____	____	____
KAIJA MAYFIELD, _____	____	____

The Town Manager thereupon declared this Resolution No. 951 approved and adopted by the Town Commission of the Town of Sewall's Point on this ____ day of November, 2022.

TOWN OF SEWALL'S POINT, FLORDA

_____
John Tompeck, Mayor

ATTEST:

_____
April Stoncius, CMC, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

Seacoast Bank

October 7, 2022

Town of Sewall's Point
1 South Sewall's Point Rd.
Sewall's Point, FL 34996

Re: Commercial Term Loan

Dear Maria,

Seacoast National Bank is excited and greatly appreciates the opportunity you have provided, based on your request for commercial financing. Seacoast National Bank ("Bank") is pleased to provide an expression of interest to offer financing subject to; the satisfactory completion of the Bank's underwriting procedures, compliance with all applicable Bank policies, and in accordance with the following proposed terms and conditions:

Borrower:	**Town of Sewall's Point**
Amount of Loan:	**Up to $2,000,000**
Type of Loan:	**Commercial Term Loan**
Rate:	**Options:** **A. 4.29% fixed; Bank Qualified Tax Exempt** ***(Tax Equivalent: 5.25%)*** **B. 4.88% fixed; Non-Bank Qualified Tax Exempt** ***(Tax Equivalent: 5.25%)***
Term of Loan:	**60 months from date of closing**
Purpose:	**To finance the acquisition of land needed within the town for capital repairs being completed as part of the roadway and outfall project.**
Collateral: **Option #1:**	**Pledge of a covenant to budget and appropriate legally available non-ad valorem revenues of the Town of Sewall's Point.**
Repayment:	**Semi-annual principal and interest payments. Payments will be based on an amortization of 240 months.**
Default Rate:	**Upon and during the occurrence of an event of default, consisting of the Town's failure to make a payment or principal or interest when due, the interest rate on the Note shall increase to the lesser of (i) the maximum rate permitted by law, or (ii) the "prime rate" as quoted in the Wall Street Journal from time to time, plus 3%.**

Loan Fee: **None**

Pre-payment Penalty: **None**

Expiration: **The above terms and conditions will expire October 17, 2022 unless further extended by the Bank.**

In order to proceed with your loan request, please review the proposed terms and conditions and if acceptable, sign, date and return the original of this letter to the undersigned prior to expiration as stated above. We will need the following information to finalize the underwriting and process your request:

Underwriting Items:

- **Town Commission meeting minutes outlining the loan approval for the loan as well as the authorized parties that may sign the loan documents on behalf of the Town.**
- **Towns' legal counsel to provide an opinion on the tax-exempt status of the Loan as well as being a "qualified or non-qualified tax-exempt obligation".**
- **Copy of Sale and Purchase Contract.**

Closing Items:

- **John Flanigan with Nason Yeager will be engaged to represent the Bank in connection with the subject loan. Bank counsels fee will be $2,600 for review of the loan documentation prepared by bond counsel for the Town.**
- **All other items deemed necessary by Seacoast National Bank to conduct a commercial transaction.**
- **The borrowers will be responsible for all commercially reasonable closing costs associated with the commercial transaction described above.**

Confidentiality: This proposal and any and all information in any way relating to the proposal and/or closing of the transaction contemplated therein are strictly confidential and the Borrower may not disclose any information in any way relating to the same without the prior written consent of the Bank however; subject to the public records laws.

Seacoast National Bank is very excited about this opportunity to be of service to you and your organization. Please call me at 772-288-6097 if you have any questions regarding our proposal.

Sincerely,

Sarah Lynch

Sarah Lynch, VP
Seacoast National Bank

I/We have reviewed and would request Seacoast National Bank proceed with gaining formal approval based on the terms and conditions outlined herein:

BORROWER:

Town of Sewall's Point
Robert Daniels Town Manager

10/10/2024
Date

LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement") is made and entered into as of _____, 2022, and is by and between the Town of Sewall's Point, Florida, a Florida municipal corporation (the "Town"), and Seacoast National Bank, a national banking association, and its successors and assigns as holder of the hereinafter defined Note (the "Lender");

WHEREAS, the Town Council of the Town did, on November 15, 2022, adopt its Resolution No. 951 (the "Resolution") authorizing, among other things, the issuance of a promissory note of the Town in the principal amount not to exceed $2,000,000 for the purpose of financing the herein described Project; and

WHEREAS, the Town has determined to issue the Note in the principal amount of $2,000,000 (the "Note"); and

WHEREAS, the Town hereby determines that it is desirable and in the best interest of the Town to enter into this Agreement whereby the Town will borrow funds (the "Loan") from the Lender to pay the costs of the Project; and

WHEREAS, the obligation of the Town to repay such Loan shall be evidenced by the delivery of the Note to the Lender in the principal amount of the Loan; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. The words and terms used in this Agreement shall have the meanings as set forth in the Resolution and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"Act" Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town of Sewall's Point, and other applicable provisions of law.

"Additional Debt" means any obligation described in Section 6.01 hereof.

"Agreement" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Annual Budget" means the annual budget for the Town for each Fiscal Year in accordance with Section 3.01(j) below and in accordance with the laws of the State of Florida.

"Annual Debt Service Requirement" means for a given Fiscal Year the aggregate amount required to pay the principal and interest coming due on the Note and any Additional Debt during that Fiscal Year.

"Authorized Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Town as a depository, which is authorized under Florida law to be a depository of municipal funds and which has qualified with all applicable state and federal requirements concerning the receipt of Town funds.

"Bond Counsel" means counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

"Business Day" means any day other than a Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

"Chief Financial Officer" means the chief financial officer of the Town as defined in Section 218.403, Florida Statutes.

"Clerk" means the Clerk, Acting Clerk or any Deputy Clerk of the Town.

"Code" means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"Dated Date" means the date of issuance of the Note.

"Debt Service Fund" means the fund of that name established pursuant to Section 5.03 hereof.

"Event of Default" shall mean an event of default specified in Article VII of this Agreement.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Town pursuant to general law.

"Governing Body" means the Town Commission of the Town, or its successor in function.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Holder" means the registered owner (or its authorized representatives) of the Note from time to time, initially the Lender.

"Legally Available Non-Ad Valorem Revenues" means all revenues of the Town derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the Town for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law.

"Lender" means Seacoast National Bank, a national banking association, and its successors and assigns.

"Loan" means the outstanding principal amount of the Note issued hereunder.

"Loan Documents" means this Agreement, the Note, the Resolution and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Loan or the transaction contemplated by this Agreement.

"Mayor" means the Mayor or Vice Mayor of the Town and such other person as may be duly authorized to act on his or her behalf.

"Note" means the Town's Public Improvement Revenue Note, Series 2022, authorized to be issued pursuant to the Resolution in an aggregate principal amount of $2,000,000.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means (a) Town Moneys and (b) proceeds of the Note deposited with the Town until applied for payment of costs of the Project.

"Project" means the acquisition of the land at 78 S. Sewall's Point Road, Sewall's Point, Florida.

"Resolution" means Resolution No. 951, adopted by the Town on November 15, 2022, as the same may from time to time be amended, modified or supplemented.

"State" means the State of Florida.

"Town" means the Town of Sewall's Point, Florida, a Florida municipal corporation, and its successors and assigns.

"Town Manager" means the Town Manager or his or her designee.

"Town Moneys" means the moneys budgeted and appropriated by the Town and deposited into the Debt Service Fund from Legally Available Non-Ad Valorem Revenues pursuant to the Town's covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues contained in Section 3.04 of this Agreement.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS OF TOWN

The Town represents and warrants to the Lender that:

Section 2.01. Powers of Town. The Town is a duly organized and validly existing as a municipal corporation under the laws of the State. The Town has the power to borrow the amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure the Note in the manner contemplated hereby, and to perform and observe all the terms and conditions of the Note and this Agreement on its part to be performed and observed. The Town may lawfully issue the Note in order to obtain funds to finance the Project and refund the Refunded Note.

Section 2.02. Authorization of Loan. The Town has full legal right, power, and authority to adopt the Resolution and to execute and deliver this Agreement, to issue, sell, and deliver the Note to the Lender, and to carry out and consummate all other transactions contemplated hereby and by the Loan Documents, and the Town has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Town, by the Resolution, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the Note to the Lender, and to that end the Town warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for

and to assure payment of the Note. The Town has duly adopted the Resolution and authorized the execution, delivery, and performance of the Note and this Agreement and the taking of any and all other such action as may be required on the part of the Town to carry out, give effect to and consummate the transactions contemplated by the Loan Documents. The Note has been duly authorized, executed, issued and delivered to the Lender and constitutes a legal, valid and binding obligation of the Town enforceable in accordance with its terms and the terms of the Resolution, and is entitled to the benefits and security of the Resolution and this Agreement. All approvals, consents, and orders of and filings with any Governmental Authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the Town of its obligations under the Loan Documents have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.03. Agreements. The making and performing by the Town of this Agreement will not violate any provision of the Act, or any ordinance or resolution of the Town, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the Town is a party or by which the Town is bound. The Loan Documents constitute legal, valid and binding obligations of the Town enforceable in accordance with their respective terms.

Section 2.04. Litigation, Etc. There are no actions or proceedings pending against the Town or affecting the Town or, to the knowledge of the Town, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the Town, or which question the validity of this Agreement, the Note or any of the other Loan Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby. The Town is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound.

Section 2.05. Financial information. The financial information regarding the Town furnished to the Lender by the Town in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the Town from that presented in such information.

ARTICLE III

COVENANTS OF THE TOWN

Section 3.01. Affirmative Covenants. The Town covenants, for so long as any of the principal amount of or interest on the Note is outstanding and unpaid or any duty or obligation of the Town hereunder or under any of the other Loan Documents remains unpaid or unperformed, as follows:

(a) Use of Proceeds. The Town covenants that the proceeds from the Note will be used only to pay the costs of the Project and to pay closing costs. The Town represents that upon issuance of the Note there will be no other bonds, loans or obligations of the Town secured by a covenant to budget and appropriate from Legally Available Non-Ad

Valorem Revenues, or by a pledge of or lien on any particular source of Legally Available Non-Ad Valorem Revenues.

(b) Notice of Defaults. The Town shall within ten (10) days after it acquires knowledge thereof, notify the Lender in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken or proposed to be taken by the Town with respect thereto.

(c) Records. The Town agrees that any and all records of the Town shall be open to inspection by the Lender or its representative's at all reasonable times at the offices of the Town.

(d) Maintain Existence. The Town shall do all things lawfully within its power to maintain its existence as a municipal corporation of the State, and shall not voluntarily dissolve.

(e) Notice of Liabilities. The Town shall promptly inform the Lender of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Town or the Pledged Revenues.

(f) Insurance. The Town shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated municipal corporations of the State, including self-insurance, and shall upon the request of the Lender, provide evidence of such coverage to the Lender.

(g) Comply with Laws. The Town is in compliance with and shall comply with all applicable federal, State and local laws and regulatory requirements.

(h) Taxes. In the event the Note, this Agreement or any other Loan Document should be subject to the excise tax on documents or the intangible personal property tax, or any similar tax, of the State of Florida, the Town shall pay such taxes or reimburse the Lender for any such taxes paid by it.

(i) Investments. The Town shall invest only in obligations permitted by Section 218.345, Florida Statutes, or as stated in the Town's Investment Policy approved by the Town Commission.

(j) Operating Budget; Financial Statements. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues sufficient to comply with the Town's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The Town shall annually provide to the Lender (i) the Town's Comprehensive Annual Financial Report within 270 days of the end of each Fiscal

Year and (ii) the Annual Budget within 60 days of adoption. The Town will also provide the Lender with any financial information the Lender shall reasonably request.

Section 3.02. Lender Fees and Expenses. The Town hereby agrees to pay the fees and expenses of counsel to the Lender in connection with the issuance of the Note in the amount of $2,600, said amounts to be due and payable upon the issuance of the Note.

Section 3.03. Registration and Exchange of Notes; Persons Treated as Owners. So long as the Note shall remain unpaid, the Town will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. The Town will transfer the registration of a Note upon written request of the Lender specifying the name, address and taxpayer identification number of the transferee.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 3.04. Covenant to Budget and Appropriate. The Town covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full. Such covenant and agreement on the part of the Town shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs now provided or maintained by the Town, which generate non-ad valorem revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues until deposited into the Debt Service Fund, nor, except as provided in Section 6.01 hereof, does it preclude the Town from pledging in the future a particular source or sources of non-ad valorem revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 6.01 hereof) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the Town a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

Section 3.05. Payment of Principal and Interest; Note not a General Obligation of the Town. The Note is a special obligation of the Town and is payable solely in the manner and to the extent set forth in this Agreement. The Town hereby pledges and grants to the Lender, for the payment of the principal of, premium if any, and interest on, the Note in accordance with the terms and the provisions of this Agreement, the Pledged Revenues.

The Town promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the Town within the meaning of the Constitution of Florida, but shall be payable solely from and secured by the covenant of the Town to budget and appropriate Legally Available Non-Ad Valorem Revenues and a pledge of and lien on the Pledged Revenues, in the manner and to the extent herein provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any other funds of the Town other than the than the Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein provided. The Holders shall have no lien upon any real or tangible personal property of the Town.

Section 3.06. Redemption. The Town shall be entitled or required to prepay the Note prior to maturity in whole or in part, in the manner and subject to the conditions set forth in the form of Note attached as Exhibit "A" hereto.

Section 3.07. Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that interest shall continue to accrue until the payment is actually received by the Lender.

Section 3.08. Officers and Employees of the Town Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any Town Commission Member, or any officer, agent or employee, as such, of the Town past, present or future, it being expressly understood (a) that the obligation of the Town under this Agreement and the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Town Commission, or the officers, agents, or employees, as such, of the Town, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such Town Commission Member, and every officer, agent, or employee, as such, of the Town under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the Town.

Section 3.09. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Town shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Holder furnishing the Town proof of ownership thereof and complying with such other reasonable regulations and conditions as the Town may prescribe and paying such expenses as the Town may incur. The Note so mutilated, destroyed, stolen or lost shall be canceled and shall be of no further force and effect.

Section 3.10. Section 265 Designation of Note. In the Resolution, the Town has designated the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B)(i) of the Code The reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which have been or will be issued by the Town during calendar year 2022 does not exceed $10,000,000. There are no entities which are subordinate to or which issue obligations on behalf of the Town. The Town hereby covenants and agrees not to take any action or to fail to take any action if such action or failure would cause the Note to no longer be a "qualified tax-exempt obligation."

Section 3.11. Tax Representations, Warranties and Covenants of the Town. Notwithstanding anything herein to the contrary, the Town hereby covenants and represents that it has taken and caused to be taken and shall make and take and cause to be made and taken all actions that may be required of it for the interest on the Note to be and remain excluded from the gross income of the Holder for federal income tax purposes, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

The Town acknowledges that the continued exclusion of interest on the Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Code. The Town hereby acknowledges responsibility to take all reasonable actions necessary to comply with these requirements. The Town hereby agrees and covenants that it shall not permit at any time or times any of the proceeds of the Note or other funds of the Town to be intentionally used, directly or indirectly, to acquire or to replace funds which were used directly or indirectly to acquire any higher yielding investments (as defined in Section 148 of the Code), the acquisition of which would cause the Note to be an arbitrage bond for purposes of Sections 103(b)(2) and 148 of the Code. The Town further agrees and covenants that it shall do and perform all acts and things necessary in order to assure that the requirements of Sections 103(b)(2) and 148 of the Code are met.

Specifically, without intending to limit in any way the generality of the foregoing, the Town covenants and agrees:

(a) to pay to the United States of America at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Note, plus any income attributable to such excess (the "Rebate Amount");

(b) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code; and

(c) to comply with all representations and restrictions contained in any Non Arbitrage Certificate executed by the Town in connection with the Note.

The Town understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Section 3.12. Additional Tax Covenants of the Town. For so long as the Note remains outstanding, the Town hereby covenants as follows:

It will comply with, and timely make or cause to be made all filings required by, all effective rules, rulings or regulations promulgated by the Department of the Treasury or the Internal Revenue Service;

(a) It will not use, invest, direct or permit the investment of the proceeds of the Note or any investment earnings thereon in a manner that will result in such Note becoming a "private activity bond" within the meaning of Sections 141 and 145 of the Code;

(b) It will not use or permit to be used more than ten percent (10%) of the proceeds of the Note (including any amounts used to pay costs associated with issuing such Note), including all investment income earned on such proceeds directly or indirectly, in any trade or business carried on by any person who is not the Town or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an "Exempt Person");

(c) It will not use or permit the use of any portion of the proceeds of the Note, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;

(d) It has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, or provide services with respect to more than 10% of the property financed with the proceeds of the Note (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 2017-13, to the extent applicable, or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized Bond Counsel which allows for a variation from the Guidelines.

(e) It will not cause the Note to be treated as "federally guaranteed" for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149 of the Code.

For purposes of this paragraph, the Note shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) 5% or more of the proceeds of the Note will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

(f) It will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The terms "debt service," "gross proceeds," "net proceeds," "proceeds," and "yield" have the meanings assigned to them for purposes of Section 148 of the Code.

ARTICLE IV

CONDITIONS OF LENDING

Section 4.01. Conditions of Lending. The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

(a) Representations and Warranties. The representations and warranties set forth in the Loan Documents are and shall be true and correct to the best of the Town's knowledge on and as of the date hereof.

(b) No Default. On the date hereof the Town shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

(c) Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

(i) The opinion of the Attorney for the Town, regarding the due authorization, execution, delivery, validity and enforceability of this Agreement and the Note, the Town's power to incur the debt evidenced by the Note and to secure such debt with a covenant to budget and appropriate the Town's Legally Available Non-Ad Valorem Revenues, the due adoption of the Resolution, and the absence of material litigation;

(ii) The opinion of Bond Counsel to the effect that, (i) the interest on the Note is excluded from gross income for federal income tax purposes (ii) the Note is not an item of tax preference under Section 57 of the Code, (iii) the Note is a qualified tax-exempt obligation under Section 265(b)(3) of the Code, and (iv) the Note and this Loan Agreement are valid obligations of the Town, enforceable against the Town in accordance with their terms; and

(iii) Such additional supporting documents as the Lender may reasonably request.

ARTICLE V

THE LOAN; TOWN'S OBLIGATION; DESCRIPTION AND PAYMENT TERMS

Section 5.01. The Loan. The Lender hereby agrees to loan to the Town the amount of $2,000,000 to be evidenced by the Note, to provide funds to pay the costs of the Project, and to pay closing costs upon the terms and conditions set forth in the Resolution and in this Agreement. The Town agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in the Loan Documents.

Section 5.02. Description and Payment Terms of the Note. To evidence the Loan, the Town shall issue and deliver to the Lender the Note in substantially the form attached hereto as Exhibit "A."

Section 5.03. Establishment of Debt Service Fund**.** There is hereby created and established with the Town a fund designated the "Debt Service Fund." The Debt Service Fund shall constitute a trust fund for the purposes hereof.

Section 5.04. Application of Revenues.

(a) On or before 12:00 Noon on the last Business Day prior to each date on which principal of or interest on the Note is due, the Town shall deposit into the Debt Service Fund an amount of Legally Available Non-Ad Valorem Revenues (which at the time of such deposit become Town Moneys and Pledged Revenues) at least equal to the principal of and interest on the Note due on such date.

(b) The Town shall pay out of the Debt Service Fund to the Lender (i) on or before each interest payment date for the Note, the amount required for the interest payable on such date; and (ii) on or before each principal payment date for the Note, the amount of principal payable on such date.

Section 5.05. Accounting for Funds. The designation and establishment of the Debt Service Fund by this Agreement shall not be construed to require the establishment of any completely independent funds but rather is intended solely to constitute an allocation of certain revenues and assets of the Town for certain purposes and to establish certain priorities for application of certain revenues and assets as herein provided.

ARTICLE VI

CONDITIONS TO THE ISSUANCE OF ADDITIONAL BONDS AND NOTES

Section 6.01. Issuance of Obligations. The Town will not issue any Additional Debt secured by or payable from Legally Available Non-Ad Valorem Revenues or by a pledge of a particular source or sources of Legally Available Non-Ad Valorem Revenues unless the average of the prior two Fiscal Years' Legally Available Non-Ad Valorem Revenues exceeds by not less than 1.00 times the maximum annual debt service on such Additional Debt, the Note and any other indebtedness of the Town payable from Legally Available Non-Ad Valorem Revenues or by a pledge of a particular source or sources of Legally Available Non-Ad Valorem Revenues. For purposes of this test, the phrase "essential public purposes affecting the health, welfare and safety of the inhabitants of the Town" in the definition of Legally Available Non-Ad Valorem Revenues means expenditures under the line items "Public Safety" and "General Government" in the Town's audited financial statements. For purposes of determining compliance with the above, the interest rate on any Additional Debt which bears interest at a variable rate will be deemed to be the greater of (i) the average rate of interest borne by such Additional Debt over the preceding twelve (12) month period (for proposed variable rate Additional Debt based on the formula for calculating the interest rate set forth therein), or (ii) five percent (5.00%) per annum.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Town shall fail to make any payment of the principal of or interest on the Note within five (5) Business Days of when the same become due and payable, or

(b) The Town shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, other than a term or covenant a default in the performance of which or noncompliance with which is dealt with in Section 7.0l(a) or (c) through (h) hereof, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Town by the Lender; or (ii) the Lender is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.0l(c) of this Agreement, whichever is earlier; provided however, that such cure period shall be extended to ninety (90) days if the nature of such default is such that it cannot be corrected within thirty ((30) days, corrective action is initiated by the Town within such thirty (30) day period, and the Town is diligently pursuing such cure to completion. or

(c) Any representation or warranty made in writing by or on behalf of the Town in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) The Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(e) The Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(f) The Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida.

Section 7.02. Effect of Event of Default. Should the Town default in any obligation created by this Loan Agreement or the Note, the Lender may, in addition to any other remedies set forth in this Agreement or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted or contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the Town or by any officer thereof. Upon an Event of Default, the Lender may recover from the Town all expenses incurred including without limitation reasonable attorneys' fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder, or under the Note or other Loan Documents shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 8.02. Amendments; Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except by written instrument between the Lender and the Town. The Town agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the Town's request or behest.

Section 8.03. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 8.04. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 8.05. Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Town in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 8.06. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day it is sent, if sent by e-mail; the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the Town: Town of Sewall's Point
1 South Sewall's Point Rd.
Sewall's Point, FL 33996
Attention: Town Manager
rdaniels@sewallspoint.org

with a copy to: Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Attention: Glen Torcivia, Town Attorney
glen@torcivialaw.com

If to the Lender: Seacoast National Bank
815 Colorado Avenue
Stuart, FL 34994
Attention: Sarah Lynch, Vice President
Sarah.lynch@seacoastbank.com

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 8.06.

Section 8.07. Applicable Law. The Loan Documents shall be governed by applicable federal law and the internal laws of the State.

Section 8.08. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Town shall have no right to assign any of its rights or obligations hereunder without the prior written consent of the Lender.

Section 8.09. Conflict. In the event any conflict arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 8.10. No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 8.11. Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 8.12. Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 8.13. Waiver of Jury Trial. The Town knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Loan Documents, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Loan Documents.

Section 8.14. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Note), the Town acknowledges and agrees, that: (a) (i) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Town is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Note, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Town, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Town with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Town on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Town or any other person and (ii) the Lender has no obligation to the Town, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Lender may be

engaged in a broad range of transactions that involve interests that differ from those of the Town, and the Lender has no obligation to disclose any of such interests to the Town. This Loan Agreement and the Note are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

TOWN OF SEWALL'S POINT, FLORIDA

By: _____
Robert Daniels, Town Manager

SEACOAST NATIONAL BANK

By: _____
Sarah Lynch, Vice President

EXHIBIT A

THIS NOTE MAY NOT BE TRANSFERRED BY THE REGISTERED OWNER HEREOF TO ANY PERSON OTHER THAN (I) TO A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED); OR (II) TO AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

_____, 2022

$2,000,000

TOWN OF SEWALL'S POINT, FLORIDA

PUBLIC IMPROVEMENT REVENUE NOTE, SERIES 2022

KNOW ALL MEN BY THESE PRESENTS that the Town of Sewall's Point Florida (the "Town"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Seacoast National Bank, or registered assigns (hereinafter, the "Lender" or the "Holder"), the principal sum of $2,000,000 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate of 4.29% per annum (the "Note Rate") (subject to adjustment as hereinafter provided), based upon the actual number of days elapsed based on a 360 day year.

Principal of and interest on this Note are payable in lawful money of the United States of America by auto-debit, or in such other manner as may be agreed upon by the Lender and the Town from time to time.

Presentation of this Note shall not be required for payment, but the Lender shall return this Note to the Town marked "paid in full" or its equivalent within a reasonable amount of time after final payment.

The principal on this Note shall be due and payable on June 1 and December1 of each year, beginning June 1, 2023, through and including December 1, 2027 (the "Maturity Date"), in the following amounts:

Date	Principal Amount
June 1, 2023	$_____
December 1, 2023	_____
June 1, 2024	_____
December 1, 2024	_____
June 1, 2025	_____
December 1, 2025	_____
June 1, 2026	_____

Date	Principal Amount
December 1, 2026	$_____
June 1, 2027	_____
December 1, 2027 (maturity)	_____

NOTE: PER THE BANK'S TERM SHEET, LOAN HAS A 20 YEAR AMORTIZATION WITH A BALLOON PAYMENT DUE ON DECEMBER 1, 2027.

Interest on this Note shall be due and payable semi-annually beginning on May 1, 2023 through and including the Maturity Date.

The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date. All payments by the Town pursuant to this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due.

Upon the occurrence of an Event of Default (as defined in the hereinafter described Loan Agreement) until such Event of Default has been cured this Note shall bear interest at the lesser of (a) the "prime rate" as quoted in the Wall Street Journal from time to time, plus three percent (3%), or (b) the maximum rate permitted by law.

As used in this Note,

(1) "Code" means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions;

(2) "Determination of Taxability" shall mean that, due to acts or omissions of the Town, interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Registered Owner for federal income tax purposes under the Code.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall be adjusted to a rate equal to 5.25% per annum, as of and from the date such Determination of Taxability would be applicable with respect to this Note (the "Accrual Date"); and (i) the Town shall on the next interest payment date (or if this Note shall have matured, within thirty days after demand by the Registered Owner) hereon pay to the Registered Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to such interest payment date (or payment date following such demand), and (B) the actual interest paid by the Issuer on this Note from the Accrual Date to such interest payment date (or payment date following such demand), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Registered Owner arising as a result of such Determination of Taxability; and (ii) from and after the Date of Determination of Taxability, this Note shall continue

to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. The adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

The Town has designated this Note as a "qualified tax-exempt obligation" (QTEO) for purposed of Section 265 of the Code. If it should ever be determined that, due to acts or omissions of the Town, this Note is not a QTEO, then the interest rate on this Note shall be adjusted to 4.88%. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which this Note could be declared not to be a QTEO shall have expired.

No Determination of Taxability shall be deemed to occur unless the Town has been given timely written notice of such occurrence by the Registered Owner and, to the extent permitted by law, an opportunity to participate in and seek, at the Town's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability; provided that the Town, at its own expense, delivers to the Registered Owner an opinion of bond counsel acceptable to such Registered Owner to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note exceed the maximum rate permitted by law.

This Note shall be subject to redemption in whole or in part on any date at the option of the Issuer upon giving at least ten (10) days written notice to the Holder, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon. In addition, if the Issuer sells a portion of the land acquired with the proceeds of the Note, the Issuer shall apply the net proceeds from such sale to the repayment of the Note within thirty (30) days of receipt.

In the event of any partial redemption, prepayments shall be applied to principal in inverse order of maturity, unless the Town and the Holder shall agree otherwise in writing.

The Town to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

This Note is issued pursuant to a resolution duly adopted by the Town on November 15, 2022, as from time to time amended and supplemented (herein referred to as the "Resolution"), and a Loan Agreement, dated of even date herewith, between the Town and the Lender (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement. All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement. The Town will use the proceeds of the Note to finance the Project.

This Note and the interest hereon are secured solely by and payable from the Town's covenant to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full, in the manner, to the extent and subject to the provisions of the Loan Agreement, and by a pledge of and lien on the Pledged Revenues, in the manner and to the extent in the Loan Agreement provided. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Holder of the Note, and the extent of and limitations on the Town's rights, duties and obligations, to all of which provisions the Holder hereof for himself and his successors in interest assents by acceptance of this Note.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE LOAN AGREEMENT

It is further agreed between the Town and the Holder of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any tangible personal property of or in the Town, but the Note shall only be secured by the Town's covenant to budget and appropriate from Legally Available Non-Ad Valorem Revenues and a pledge of and lien on the Pledged Revenues, in the manner and to the extent provided in the Loan Agreement. Neither the members of the governing body of the Town nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

This Note may be exchanged or transferred by the Holder hereof but only upon the registration books maintained by the Town and in the manner provided in the Loan Agreement.

The Town acknowledges that it has been notified by the Lender that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Act"), the Lender may be required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Lender to identify the Town in accordance with the Act.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and

manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town of Sewall's Point has caused this Note to be executed in its name by the manual signature of its Mayor, and attested by the manual signature of its Town Clerk and its corporate seal or a facsimile thereof affixed hereto, all as of this _____ day of _____, 2022.

TOWN OF SEWALL'S POINT, FLORIDA

By: _____
Title: , Mayor

[SEAL]

ATTEST:

By: _____
Title: April C. Stoncius, CMC, Town Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the Town for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, or any change whatever.

_____
SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION
NUMBER OF ASSIGNEE

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with the right of survivorship and not as tenants in common
UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes

Notice: _____ Payment: _____
_____ _____
_____ _____

Date: _____

Assignee: _____
By: _____
Title: _____

TOWN OF SEWALL'S POINT

TO: **Mayor and Commissioners**

FROM: **Maria Pierce, Finance Director, through Robert Daniels, Town Manager**

DATE: **Town Commission Meeting, November 15, 2022**

SUBJECT: **Resolution No. 952 – Budget Amendment #4 2021-2022 Fiscal Year**

Background:

In order to recognize the unrealized Resilient Florida Grant revenue in 2022 and appropriate beginning fund balances for the newly created Building Fund and Capital Projects Fund, a budget amendment is needed. The individual items are as follows:

2022 Revenue Changes:

1. Remove Resilient Florida SSPR Phase 3 project – ($3,400,000) *This has been budgeted in the Capital Projects fund as projected revenue in FY23.
2. Use of "Reserves" added - $1,853,825.06

Revenue Total - $1,546,174.94

2022 Expenditure Changes:

1. Remove Reserves for Capital – ($146,095.91)
2. Adding Reserves per Resolution No. 924 - $279,942.00
3. Transfer to Building Fund - $447,586.97
4. Transfer to Capital Projects Fund - $1,272,392.00
5. Remove SSPR Phase 3 project – ($3,400,000.00)

Expenses Total - $1,546,174.94

Budget Impact:

General Fund - Total Revenue Decrease - $1,546,174.94

General Fund - Total Expense Decrease - $1,546,174.94

General Fund - Total utilization of Reserves - $1,719,978.97

Building Fund – Fund Established - $447,586.97

Capital Fund – Fund Established - $1,272,392.00

Recommendation:

Staff recommends approval of Resolution No. 952, Budget Amendment #4 as presented.

RESOLUTION NO. 952

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SEWALL'S POINT, FLORIDA, ADOPTING AN AMENDMENT TO THE 2021-2022 FISCAL YEAR BUDGET; DIRECTING THE TOWN MANAGER TO TAKE ACTION TO IMPLEMENT BUDGET AMENDMENT #4; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Sewall's Point, Florida (hereinafter, "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 adopted the budget for Fiscal Year 2021-2022; and

WHEREAS, pursuant to section 1.5, Budget Procedure, of the Town Charter, the Commission is required to adopt all budget related matters by resolution; and

WHEREAS, the Town Commission finds it necessary to amend the 2021-2022 Fiscal Year budget as set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Town Commission finds that establishing a Building Fund and Capital Improvement to better track revenues and expenditures specifically related to these areas will allow for financial transparency; and

WHEREAS, the Town Commission finds that budget amendment #4 is in the best interest of the public health, safety and welfare.

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

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

Section 2. The Town Commission hereby approves the 2021-2022 Fiscal Year Budget amendments to the General Fund and establishing a Building Fund and Capital Projects Fund as set forth in **Exhibit A** attached hereto.

Section 3. The Town Manager is directed to take any and all action necessary to accomplish Budget Amendment #4 and the purposes of this resolution.

Section 4. This resolution will take effect immediately upon its adoption.

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

	AYE	NAY
John Tompeck, _____	_____	_____
David Kurzman, _____	_____	_____
James W. Campo, _____	_____	_____
Frank Fender, _____	_____	_____
Kaija Mayfield, _____	_____	_____

The Town Manager thereupon declared this Resolution No. 952 approved and adopted by the Town Commission of the Town of Sewall's Point on this _____ day of November, 2022.

TOWN OF SEWALL'S POINT, FLORIDA

_____
, MAYOR

ATTEST:

_____
April Stoncius, CMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Town of Sewall's Point
Budget Summary
Fund 001 - General Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
Revenues				
TAXES				
001-000-311.000	AD VALOREM TAXES	2,285,775.00		2,285,775.00
001-000-312.410	GAS TAX	89,000.00		89,000.00
001-000-312.420	GAS TAX SECOND LOCAL OPTION	100,000.00		100,000.00
001-000-315.000	COMMUNICATIONS SERVICES TAX	55,000.00		55,000.00
001-000-316.000	LOCAL BUSINESS TAX	5,000.00		5,000.00
TAXES		**2,534,775.00**		**2,534,775.00**
		-		-
BUILDING PERMITS AND FEES		-		-
001-000-322.000	BUILDING PERMIT FEES	325,000.00		325,000.00
001-000-322.001	TECHNOLOGY FEE	13,000.00		13,000.00
001-000-325.200	BUILDING DEPT ROAD IMPROVEMENT FE	162,500.00		162,500.00
001-000-329.001	PLANNING & ZONING FEES	10,000.00		10,000.00
BUILDING PERMITS AND FEES		**510,500.00**		**510,500.00**
FRANCHISE FEE				
001-000-323.100	ELECTRIC FRANCHISE FEES	190,000.00		190,000.00
FRANCHISE FEE		**190,000.00**		**190,000.00**
GRANTS				
001-000-331.200	FEMA - HURRICANE DORIAN DR4468	18,470.00		18,470.00
001-000-331.351	HMGP GRANT H0072	68,900.00		68,900.00
001-000-331.352	HMGP 4283-84-A H0603	-		-
001-000-334.360	INDIAN RIVER LAGOON #1	150,000.00		150,000.00
001-000-334.361	INDIAN RIVER LAGOON #2	180,000.00		180,000.00
001-000-334.364	FDEP LPA 0217	185,000.00		185,000.00
	Local contributions	120,000.00		120,000.00
001-000-337.200	LOCAL GRANT - PD	-		-
001-000-334.362	Resilient Florida Grant	3,400,000.00	(3,400,000.00)	-
001-000-334.363	ARPA Grant	557,450.00		557,450.00
	DEO Planning Grant	50,000.00		50,000.00
GRANTS		**4,729,820.00**		**1,329,820.00**
INTERGOVERNMENTAL				
001-000-335.120	STATE REVENUE SHARING	65,000.00		65,000.00
001-000-335.150	STATE REVENUE SHARING - ALCOHOLIC B	2,000.00		2,000.00
001-000-335.180	SALES TAX	204,000.00		204,000.00
INTERGOVERNMENTAL		**271,000.00**		**271,000.00**

Town of Sewall's Point
Budget Summary
Fund 001 - General Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
MISCELLANEOUS				
001-000-337.300	MCU SSPR REIMBURSEMENT	50,225.91		50,225.91
001-000-361.100	INTEREST	5,000.00		5,000.00
001-000-367.000	TOWN LICENSES	5,000.00		5,000.00
001-000-369.900	MISCELLANEOUS REVENUE	15,000.00		15,000.00
001-000-369.901	MISCELLANEOUS REVENUE POLICE	1,000.00		1,000.00
001-000-381.000	Use of Reserves	-	1,853,825.06	1,853,825.06
MISCELLANEOUS		**76,225.91**		**1,930,050.97**
FINES				
001-000-351.300	CIVIL FINES	1,000.00		1,000.00
001-000-351.500	TRAFFIC FINES	12,000.00		12,000.00
001-000-351.501	POLICE EDUCATION - TRAFFIC FINES	1,500.00		1,500.00
001-000-354.000	FINES-LOCAL ORDINANCE VIOLATIONS	20,000.00		20,000.00
FINES		**34,500.00**		**34,500.00**
TOTAL REVENUES		**8,346,820.91**	**(1,546,174.94)**	**6,800,645.97**
Expenditures				
RESERVES				
001-000-511.600	RESERVED FOR CAPITAL PROJECTS	146,095.91	(146,095.91)	-
	Resolution 924 Reserve	(279,942.00)	279,942.00	-
001-000-582.000	Unrestricted Reserves	-		-
	Transfer to Building		447,586.97	447,586.97
	Transfer to Capital Projects		1,272,392.00	1,272,392.00
Total Reserves		**(133,846.09)**	**1,853,825.06**	**1,719,978.97**
Dept 512 - EXECUTIVE				
001-512-511.001	SPECIAL PAY	2,500.00		2,500.00
001-512-512.000	SALARIES & WAGES	95,000.00		95,000.00
001-512-521.000	FICA	7,500.00		7,500.00
001-512-522.000	RETIREMENT	5,150.00		5,150.00
001-512-523.000	HEALTH INSURANCE	99,000.00		99,000.00
001-512-523.002	OTHER INSURANCE	5,000.00		5,000.00
001-512-523.003	LIFE & DISABILITY INSURANCE	10,000.00		10,000.00
001-512-531.000	PROFESSIONAL SERVICES	23,000.00		23,000.00
001-512-513.310	GRANT SERVICES	-		-
001-512-513.311	AUDIT SERVICES	27,000.00		27,000.00
001-512-515.310	COMPREHENSIVE PLANNING SERVICES	100,000.00		100,000.00
001-512-531.001	PAYROLL ADMINISTRATION	500.00		500.00
001-512-541.000	COMMUNICATION NETWORK	47,400.00		47,400.00
001-512-542.000	POSTAGE	2,500.00		2,500.00
001-512-543.000	UTILITIES	53,000.00		53,000.00
001-512-545.000	INSURANCE - PROPERTY & LIABILITY	70,000.00		70,000.00
001-512-547.000	PRINTING	15,000.00		15,000.00

Town of Sewall's Point
Budget Summary
Fund 001 - General Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
001-512-548.000	TOWN EVENTS	10,500.00		10,500.00
001-512-549.000	BANK FEES	500.00		500.00
001-512-549.001	OTHER GENERAL GOVERNMENT	1,000.00		1,000.00
001-512-551.000	OFFICE SUPPLIES	1,000.00		1,000.00
001-512-552.000	ARCHIVES & STORAGE	8,000.00		8,000.00
001-512-552.001	ORDINANCE CODIFICATION	10,000.00		10,000.00
001-512-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	1,000.00		1,000.00
Total Dept 512 - EXECUTIVE		**594,550.00**		**594,550.00**
Dept 513 - FINANCE				
001-513-512.000	SALARIES & WAGES	40,000.00		40,000.00
001-513-521.000	FICA	6,120.00		6,120.00
001-513-522.000	RETIREMENT	4,000.00		4,000.00
001-513-523.000	HEALTH INSURANCE	-		-
001-513-531.000	PROFESSIONAL SERVICES	20,000.00		20,000.00
Total Dept 513 - FINANCE		**70,120.00**		**70,120.00**
Dept 519 - GOVERNMENTAL SERVICES				
001-519-512.000	SALARIES & WAGES	65,000.00		65,000.00
001-519-517.000	SICK LEAVE INCENTIVE	1,000.00		1,000.00
001-519-521.000	FICA	6,000.00		6,000.00
001-519-522.000	RETIREMENT	6,200.00		6,200.00
001-519-523.000	HEALTH INSURANCE	5,000.00		5,000.00
001-519-524.000	WORKERS' COMPENSATION INSURANCE	16,000.00		16,000.00
001-519-514.301	LEGAL COUNSEL - GENERAL	94,900.00		94,900.00
001-519-514.302	LEGAL COUNSEL - BZA	4,500.00		4,500.00
001-519-514.303	LEGAL COUNSEL - CEB	10,000.00		10,000.00
001-519-514.304	LEGAL COUNSEL - LITIGATION	10,000.00		10,000.00
001-519-534.000	OFFICE CLEANING	-		-
001-519-540.000	TRAVEL	2,000.00		2,000.00
001-519-541.000	COMMUNICATION NETWORK	800.00		800.00
001-519-541.001	IT SERVICE AGREEMENT MCSO	-		-
001-519-541.002	COMMUNICATIONS WEB HOSTING	15,000.00		15,000.00
001-519-541.003	IT SERVICE LEVEL AGREEMENTS MC	41,000.00		41,000.00
001-519-541.300	ENGINEERING SERVICES	50,000.00		50,000.00
001-519-541.302	CEI SERVICES	10,000.00		10,000.00
001-519-543.000	UTILITIES	10,000.00		10,000.00
001-519-546.003	LANDSCAPING MAINTENANCE	40,000.00		40,000.00
001-519-546.004	VEHICLE MAINTENANCE	5,000.00		5,000.00
001-519-546.005	BUILDING & FACILITIES MAINTENANCE	13,000.00		13,000.00
001-519-546.006	PARKS MAINTENANCE	21,000.00		21,000.00
001-519-546.007	TREE MAINTENANCE	15,000.00		15,000.00
001-519-551.000	OFFICE SUPPLIES	8,000.00		8,000.00
001-519-552.000	FUEL & OIL	1,500.00		1,500.00
001-519-552.004	SOFTWARE/LICENSING	3,500.00		3,500.00
001-519-552.005	OPERATING SUPPLIES	2,000.00		2,000.00
001-519-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	5,000.00		5,000.00

Town of Sewall's Point
Budget Summary
Fund 001 - General Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
001-519-555.000	TRAINING/EDUCATION	500.00		500.00
001-519-541.650	PARKS CIP	-		-
001-519-541.652	TOWN HALL CIP	6,000.00		6,000.00
001-519-564.001	VEHICLES	44,300.00		44,300.00
001-519-564.002	IT EQUIPMENT	10,000.00		10,000.00
001-519-564.003	TOWN HALL EQUIPMENT	7,600.00		7,600.00
Total Dept 519 - GOVERNMENTAL SERVICES		**529,800.00**		**529,800.00**
Dept 522 - FIRE				
001-522-522.340	**FIRE RESCUE CONTRACTED**	**532,784.00**		**532,784.00**
Dept 521 - POLICE				
001-521-512.000	SALARIES & WAGES	624,000.00		624,000.00
001-521-514.000	OVERTIME	22,415.00		22,415.00
001-521-514.001	COURT TIME	1,000.00		1,000.00
001-521-515.001	SPECIAL PAY - FTO/BOOTS	2,800.00		2,800.00
001-521-515.003	PD STATUTORY INCENTIVE	10,000.00		10,000.00
001-521-517.000	SICK LEAVE INCENTIVE	5,000.00		5,000.00
001-521-521.000	FICA	50,000.00		50,000.00
001-521-522.000	RETIREMENT	105,000.00		105,000.00
001-521-523.000	HEALTH INSURANCE	75,000.00		75,000.00
001-521-515.002	PD MILEAGE	12,000.00		12,000.00
001-521-531.000	PROFESSIONAL SERVICES	16,000.00		16,000.00
001-521-541.000	COMMUNICATION NETWORK	3,600.00		3,600.00
001-521-546.002	EQUIPMENT MAINTENANCE	6,000.00		6,000.00
001-521-546.004	VEHICLE MAINTENANCE	8,000.00		8,000.00
001-521-547.000	PRINTING	500.00		500.00
001-521-552.000	FUEL & OIL	22,000.00		22,000.00
001-521-552.006	ENFORCEMENT SUPPLIES	15,000.00		15,000.00
001-521-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	1,500.00		1,500.00
001-521-555.000	TRAINING/EDUCATION	2,200.00		2,200.00
001-521-564.000	MACHINERY & EQUIPMENT	5,000.00		5,000.00
001-521-564.001	VEHICLES	8,700.00		8,700.00
Total Dept 521 - POLICE		**995,715.00**		**995,715.00**
Dept 524 - BUILDING				
001-524-511.001	SPECIAL PAY	1,800.00		1,800.00
001-524-512.000	SALARIES & WAGES	235,000.00		235,000.00
001-524-517.000	SICK LEAVE INCENTIVE	1,000.00		1,000.00
001-524-521.000	FICA	18,150.00		18,150.00
001-524-522.000	RETIREMENT	26,000.00		26,000.00
001-524-523.000	HEALTH INSURANCE	8,000.00		8,000.00
001-524-512.001	BUILDING INSPECTOR SERVICES	4,000.00		4,000.00
001-524-531.000	PROFESSIONAL SERVICES	17,000.00		17,000.00
001-524-541.004	TECHNOLOGY EXPENSE	13,000.00		13,000.00
001-524-546.004	VEHICLE MAINTENANCE	1,656.00		1,656.00
001-524-552.001	FUEL & OIL	1,500.00		1,500.00

Town of Sewall's Point
Budget Summary
Fund 001 - General Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
001-524-552.004	SOFTWARE/LICENSING	6,500.00		6,500.00
001-524-554.000	DUES/SUBSCRIPTIONS/MEMBERSHIPS	200.00		200.00
001-524-555.000	TRAINING/EDUCATION	2,000.00		2,000.00
001-524-564.001	VEHICLES	25,000.00		25,000.00
Total Dept 524 - BUILDING		**360,806.00**		**360,806.00**
Dept 538 - STORMWATER				
001-519-538.630	STORMWATER IMPROVEMENTS	499,500.00		499,500.00
001-519-535.630	WASTEWATER IMPROVEMENTS	25,000.00		25,000.00
001-519-546.001	STORMWATER-INLET-OUTFALL MAINTEN	70,000.00		70,000.00
001-519-565.210	ARPA 1 S2S PDR	130,000.00		130,000.00
001-519-565.210	ARPA 1 S2S TOWN HALL	70,000.00		70,000.00
001-519-512.310	ARPA 1 VULNERABILITY ASMT	100,000.00		100,000.00
001-519-565.210	OFFICE BUILDING & TOWN HALL S2S	305,000.00		305,000.00
	Sewer line assessment video	35,000.00		35,000.00
	78 Sewall's Point Road	279,942.00		279,942.00
Total Dept 538 - STORMWATER		**1,514,442.00**		**1,514,442.00**
Dept 541 - STREETS				
001-541-531.000	PROFESSIONAL SERVICES	10,000.00		10,000.00
001-541-546.008	STREET MAINTENANCE	60,000.00		60,000.00
001-541-541.651	ROAD & BRIDGE CIP	140,000.00		140,000.00
001-541-546.000	STREETLIGHT & SIGN MAINTENANCE	15,000.00		15,000.00
001-541-541.650	SSPR Phase 3	3,400,000.00	(3,400,000.00)	-
001-541-541.650	ARPA 1 SSPR Phase 3	257,450.00		257,450.00
Total Dept 541 - STREETS		**3,882,450.00**	**(3,400,000.00)**	**482,450.00**
TOTAL EXPENDITURES		**8,346,820.91**	**(1,546,174.94)**	**6,800,645.97**

Town of Sewall's Point
Budget Summary
Fund 101 - Building Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
Revenues				
INTERGOVERNMENTAL				
101-000-381.000	Interfund Transfer	-	447,586.97	447,586.97
INTERGOVERNMENTAL		**-**	**447,586.97**	**447,586.97**
Fund Balance				
101-000-284-000	Buildinig Fund Fund Balance	-	447,586.97	447,586.97
FUND BALANCE		**-**	**447,586.97**	**447,586.97**

Town of Sewall's Point
Budget Summary
Fund 301 - Capital Fund

Account Number	DESCRIPTION	Amended Budget 09/01/2022	Budget Amendment #4	Amended Budget 09/30/2022
Revenues				
INTERGOVERNMENTAL				
001-000-381.000	Interfund Transfer	-	1,272,392.00	1,272,392.00
INTERGOVERNMENTAL		**-**	**1,272,392.00**	**1,272,392.00**
Fund Balance				
101-000-284-000	Capital Fund Fund Balance	-	1,272,392.00	1,272,392.00
FUND BALANCE		**-**	**1,272,392.00**	**1,272,392.00**

TOWN OF SEWALL'S POINT

TO: **Mayor and Commissioners**

FROM: **Robert Daniels, Town Manager**

SUBJECT: **New Business (12a) – Permission to Submit Grant Applications**

DATE: **Commission Meeting November 15, 2022**

Background:

During a recent review of Grant Opportunities with our grant writer, Kloee Ciuperger, two opportunities were identified for future capital projects. One project is on the Capital Project list, South River Road drainage improvements (also known as Phase 1 Part 4) and Septic to Sewer.

Discussion:

The grant is the Building Resilient Infrastructure and Communities (BRIC) Grant Program with two applicable funding categories, Flood Control and Utility Mitigation. The grant requires a 25% match and is due November 14, 2022 at 5 p.m.

Recommendation:

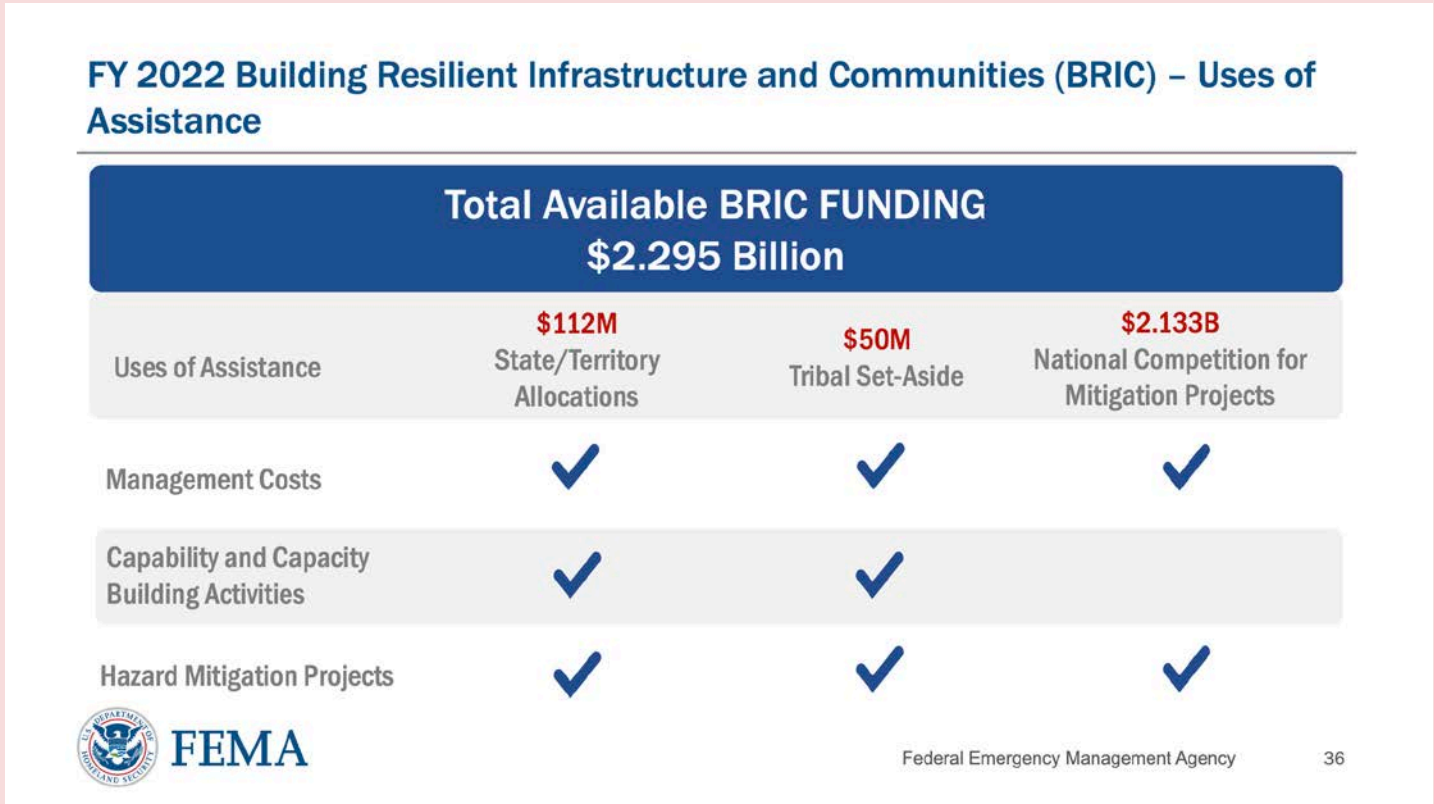
Authorize the application for both grant opportunities through the Building Resilient Infrastructure and Communities (BRIC) Grant Program.

Building Resilient Infrastructure and Communities (BRIC) Grant Program

Request for Permission to Apply

November 9, 2022

Building Resilient Infrastructure and Communities (BRIC) Grant Program



- Funded by FEMA and administered through Florida Division of Emergency Management (FDEM).
- Deadline to Submit a Subapplication to the state is **November 14, 2022** by 5:00 P.M
- The maximum allocation and activity cap is $2 million.
- 25% non-federal funding match required.

Proposed Projects to Submit on Behalf of the Town

South Sewall's Point Road Phase IV

FLOOD CONTROL - DRAINAGE IMPROVEMENT WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

Applies for the following mitigation activities: **ACQUISITION, ELEVATION, DRY FLOOD PROOFING, DRAINAGE IMPROVEMENTS, FLOOD CONTROL MEASURES, FLOODPLAIN AND STREAM RESTORATION AND FLOOD DIVERSION**. For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

NOTE: *Having a complete worksheet will expedite the Technical Review.*

South Town of Sewall's Point Septic to Sewer

UTILITY MITIGATION WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

This worksheet applies for the following mitigation activities: **Utility Mitigation Projects (Undergrounding electrical system, sewer system upgrade, upgrade of electrical components for a utility, etc.)**. For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

NOTE: *Having a complete worksheet will expedite the Technical Review.*

Project Subapplication

Start a subapplication	
* Organization you are applying for	Town of Sewall's Point
* Organization you are applying to	Florida Department of Emergency Management
* Subapplication title	South Sewall's Point Road Phase IV
* Subapplication type	Flood Control – Drainage Improvement
* Document control number (optional)	

Project Description

The Town was identified in the 2020 Martin County Local Mitigation Strategy (LMS) Plan and Martin County's 2021 Sea Level Rise Report Impact & Analysis to have the highest vulnerability to flooding with multiple identified hazards including risk to the stormwater infrastructure. The project is located where the St. Lucie Estuary meets the impaired waterbody, the Indian River Lagoon, which has been identified by the state as a prioritized impaired waterbody.

This area is in the most vulnerable area in County for flooding. This project targets the most immediate resiliency needs to mitigate flooding, evacuation hazards, and nutrient pollution into the Indian River Lagoon. The Town will elevate the primary evacuation road, a primary critical asset, to directly address flood control and sea-level rise, including King Tide events, to residents on the peninsula. The primary critical asset addressed by this project are transportation assets and evacuation routes, elevating the main transportation asset and only evacuation route for the peninsula's southern residents. This project will also include critical infrastructure, stormwater treatment with its included stormwater treatment aspects. The road also is the main connector road to the law enforcement facilities, local government facilities such as the Town Hall, and emergency and public safety facilities for the Town. This project also strategically reduces nutrient load by water quality treatment of a reinforced stormwater system to meet current standards.

Total Project Request from BRIC

- $2 million

Project Subapplication

Start a subapplication	
* Organization you are applying for	Town of Sewall's Point
* Organization you are applying to	Florida Department of Emergency Management
* Subapplication title	South Town of Sewall's Point Septic to Sewer
* Subapplication type	Utility Mitigation
* Document control number (optional)	

Project Description

The Town was identified in the 2020 Martin County Local Mitigation Strategy (LMS) Plan and Martin County's 2021 Sea Level Rise Report Impact & Analysis to have the highest vulnerability to flooding with multiple identified hazards. This project is to implement the infrastructure for the possibility to convert the final 706 homes in the Town from septic tanks to sanitary sewer services that will lead to a reduction in Total Maximum Daily Loads (TMDLs) entering the impaired waterbody, the Indian River Lagoon (IRL) and ensuring resiliency of the Town's wastewater system. The Town's main wastewater system is currently septic tanks and this is a critical assets that remains increasingly vulnerable to sea-level rise and flooding. Another issue to Town faces is flood waters filling the voids of the septic tank drainage fields as the water table rises. This creates a risk to the septic system, increasing chances of failure or susceptibility to damage, and puts the Town at risk for an increased nutrient load into the Indian River Lagoon.

This project will provide access to sewer hookup for the remainder of the Town's residences currently utilizing septic tanks. Currently, the Town north area and Commercial area have access to the Martin County Utilities (MCU) sewer system. By providing utility connections for a central wastewater system that will be owned and operated by MCU, this project will alleviate the risk of damage that results in septic tank failure and flooding of drainage fields that sea level rise and current flooding issues pose on the Town.

This project aims to be concurrent with the top prioritized resiliency project of the Town, the Reconstruction of the South Sewall's Point Road (Phases I, II, III, IV). While the Reconstruction of South Sewall's Point Road Project is constructed and addresses the most immediate resiliency needs to mitigate flooding, evacuation hazards, and nutrient pollution into the Indian River Lagoon, by raising the main evacuation route road and implemented stormwater structures, the Town aims to install utility lines to provide central sewer access to residents concurrent with the road raising improvements. This approach will allow the Town to be cost effective in implementing two highly needed resiliency projects, without the redundancy of reconstruction

down the line when the utility lines are installed. An analysis has determined that a combination of vacuum sewer and/or, gravity/grinder systems may be best options for the uniquely situated Town.

Total Project Request from BRIC

- $2 million
    - Match requirement will be proposed as pending state grant funding and future connection costs of residents that choose to connect.

TOWN OF SEWALL'S POINT

TO: **Mayor and Commissioners**

FROM: **Robert Daniels, Town Manager**

SUBJECT: **New Business – Amendment to Holiday Schedule**

DATE: **Commission Meeting November 15, 2022**

Background:

A previous Town Administration prorogated a holiday calendar for the calendar year 2022, showing December 31st (New Year's Eve) as a holiday. This holiday does not appear on the holidays listed in the Town of Sewall's Point Human Resources Manual and any commission action approving this holiday was not located. New Year's Day has always been on the holiday schedule. Some town employees have already planned to take New Year's Eve off since the previous manager advised it was considered a holiday.

Discussion:

Normally the week between the Christmas Holiday and the New Year's Holiday is slower than a normal week, but giving the employees off would take Town Commission approval.

Recommendation:

Approve New Year's Eve as a paid holiday supplementing the Town of Sewall's Point Human Resource Manual.